



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 8.

An Act for enlarging and extending the Powers given by “*Wyndham’s Estate Act, 1854,*” of or over divers Freehold, Copyhold, and Leasehold Estates devised by or subject to the Limitations of the Will of the Right Honourable *George Obrien* Earl of *Egremont* deceased.

[28th July 1863.]

WHEREAS the said *George Obrien* Earl of *Egremont*, by his last Will and Testament, dated on or about the Tenth Day of *September* One thousand eight hundred and thirty-four, duly executed and attested for the Devise of Real Estate, and with Two Codicils thereto, herein-after noticed, proved and deposited in the Prerogative Court of *Canterbury* on the Twenty-fourth Day of *January* One thousand eight hundred and thirty-eight, and proved in the Prerogative Court of *Armagh* in *Ireland* on the Twenty-first Day of *June* in that Year, after devising Freehold and Customary and Copyhold, if any, Messuages, Lands, Tithes, Tenements, and Hereditaments in the Counties of *Wilts, Somerset, Devon, Dorset, and Cornwall*, immaterial to be herein further noticed, gave

Will of  
George  
Obrien Earl  
of Egremont,  
dated 10th  
Sept. 1834.

[Private.]

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and

*The Leconfield Estate Act, 1863.*

and devised all his Freehold Honour, Manors, Lordships, Castles, Messuages, Buildings, Farms, Lands, Collieries, Mines, Fisheries, Rents, Tolls, Rectories, Advowsons, Tithes, Tenements, and Hereditaments whatsoever, and all his Customary and Copyhold Hereditaments and Premises, if any, situate in the County of *Cumberland*, with their Rights, Royalties, Members, and Appurtenances, unto and to the Use of his Second (natural) Son *Henry Wyndham Ilive* (usually called *Henry Wyndham*), afterwards Sir *Henry Wyndham* Knight Commander of the Bath, during his Life, without Impeachment of Waste (otherwise than as therein-after was mentioned), with a Limitation to the Honourable *Algernon Herbert* and *Richard Hasler* the younger, of *Kirdford* in the County of *Sussex*, Esquire, and their Heirs, during the Life of the said Sir *Henry Wyndham*, to preserve contingent Remainders, and after the Decease of the said Sir *Henry Wyndham*, which has since happened, and subject to his Life Estate; the said Testator devised all his said Freehold and Customary and Copyhold Hereditaments in the said County of *Cumberland*, and from and immediately after his own Decease devised all his Freehold Baronies, Castles, Manors, Lordships, Messuages, Buildings, Farms, Lands, Rents, Tolls, Rectories, Advowsons, Tithes, Hereditaments, and Premises in the County of *York*, and in the County of the City of *York*, and all his Freehold Honour, Manors, Lordships, Capital Mansion House, Messuages, Buildings, Farms, Lands, Rectories, Advowsons, Tithes, Tolls, Rents, Hereditaments, and Premises whatsoever, and all his Customary and Copyhold Lands, Tenements, and Hereditaments, if any, in the County of *Sussex*, and in the County of *Surrey*, and in the County of *Southampton* respectively, with their Rights, Royalties, Members, and Appurtenances, and also the River *Rother* Navigation situate in the said Counties of *Sussex* and *Southampton*, or either of them, and also all his Freehold Baronies, Manors, Lordships, and Hereditaments in *Ireland*, to the Uses in his said Will expressed, conferring the legal and beneficial Ownership herein-after stated upon the several Persons herein-after named, mentioned, or referred to; (that is to say,) the Testator's eldest natural Son *George Wyndham Ilive*, now the Right Honourable *George Lord Leconfield*, for his Life, without Impeachment of Waste; Remainder to the said Trustees during the Life of the same *George*, now Lord *Leconfield*, to preserve contingent Remainders; Remainder to *George William Wyndham Ilive*, eldest, and since deceased, Son of the same *George*, now Lord *Leconfield*, for his Life; Remainder to the said Trustees during the Life of the said *George William Wyndham Ilive*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *George William Wyndham Ilive* successively, according to Seniority in Tail Male (he died a Bachelor as herein-after stated); Remainder to *Henry Wyndham Ilive* (another Son of the said *George Lord Leconfield*,



*The Leconfield Estate Act, 1863.*

*Leconfield*, now the Honourable *Henry Wyndham*, and living,) for his Life, without Impeachment of Waste; Remainder to the said Trustees during the Life of the said Honourable *Henry Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said Honourable *Henry Wyndham* successively, according to Seniority in Tail Male; Remainder to the Third, Fourth, and every other Son of the said *George Lord Leconfield* successively, according to Seniority in Tail Male, with other Limitations over; and by the same Will the said Testator, after reciting that he was possessed of divers Leasehold Messuages, Lands, Tenements, and Premises situate in the said Counties of *York, Cumberland, Sussex, Surrey*, and *Southampton*, or some or One of them, and also of several Leasehold Messuages then converted into One Dwelling House, and other Premises then in his own Occupation, situate in or near *Grosvenor Place* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, which he was desirous of settling, as far as the Law would permit, on the same Persons and to the same Uses whereon and whereto his Freehold Estates, Hereditaments, and Premises in the said Counties of *York, Cumberland, Sussex, Surrey*, and *Southampton* were respectively therein-before devised and limited, gave all his said Leasehold Messuages, Lands, Tenements, and Premises situate in the said Counties of *York, Cumberland, Sussex, Surrey*, and *Southampton*, and *Middlesex*, or any or either of them, and holden by or belonging to him for any Term or Number of Years either absolutely or determinately on any Life or Lives, and all his Estate and Interest therein, and all his Right or Preference of Renewal of such Leases respectively, unto Sir *Charles Merrick Burrell* Baronet and *William Tyler* (both since dead), and their Executors, Administrators, and Assigns, for all his the said Testator's Term, Estate, and Interest therein, in trust to permit and suffer the Rents, Issues, and Profits of all the said Leasehold Premises to be from Time to Time had, received, and taken by the Person and Persons who should, under the Limitations of his Will, be and become from Time to Time entitled to receive and take the Rents, Issues, and Profits of his said Freehold Estates, Hereditaments, and Premises respectively in the said Counties of *York, Cumberland, Sussex, Surrey*, and *Southampton* respectively, and subject to the same Uses, Limitations, and Conditions as were thereof respectively therein-before created as nearly as the Rules of Law and Equity would permit, but so that as to his the said Testator's said Leasehold Premises in or near *Grosvenor Place* aforesaid the Rents, Issues, and Profits thereof should be taken by the Person or Persons from Time to Time under the Limitations therein-before contained entitled to receive the Rents and Profits of his the said Testator's said Freehold Estates in the said Counties of *York, Sussex, Surrey*, and *Southampton*: And whereas the said *George Obrien* Earl of *Egremont*, by

First Codicil  
to Will,  
a Codicil

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dated 20th  
Sept. 1834.

Second  
Codicil,  
dated 7th  
Nov. 1837.

a Codicil to his said Will, dated on or about the Twentieth Day of *September* One thousand eight hundred and thirty-four, made various personal Bequests immaterial to be herein further noticed: And whereas the said *George Obrien* Earl of *Egremont*, by a Second Codicil to his said Will, dated on or about the Seventh Day of *November* One thousand eight hundred and thirty-seven, and duly executed and attested for the Devise of Real Estate, gave his Freehold and Leasehold Hereditaments in the Parish of *Wisborough Green* in the County of *Sussex*, called *Burchetts*, to his Son the said *Henry Wyndham Ilive*, since *Sir Henry Wyndham*, to hold the Copyhold Part of the said Estate called *Beetles*, otherwise *Beedles*, to him the said *Sir Henry Wyndham*, his Heirs and Assigns for ever, and to hold the Freehold and Leasehold Parts of the said Estate to the said *Sir Henry Wyndham* for his Life, and after his Decease then to the same Person or Persons and for the same Estates and Uses as were mentioned, expressed, and declared in and by his said Will of and concerning his Estates in *Cumberland* thereby given to the said *Sir Henry Wyndham* then *Henry Wyndham Ilive*, and gave the Manor, Lands, and Hereditaments at *Rogate* in the said County of *Sussex*, called "the *Rogate* Estate" to his Third natural Son the said *Charles Wyndham Ilive* for his Life, without Impeachment of Waste, and after his Decease gave the same Hereditaments to *George Hugh Wyndham*, Son of the said *Charles Wyndham* for Life, with Remainder to the Heirs of his Body in Tail Male, and in default of his Issue Male then to the same Person and Persons and to the same Estates and Uses as were mentioned, expressed, and declared in and by the said Will of and concerning the said Testator's Estates in the County of *Sussex*, and he gave and devised all other the Manors, Messuages, Lands, Tenements, Tithes, and Hereditaments purchased and taken or agreed to be purchased and taken, or which he had since the Date of his said Will become in anywise seised or possessed of or entitled to, to the same Persons respectively and for the same Estates and Interests respectively as his Freehold and Copyhold Estates, Hereditaments, and Premises situate in the said Counties of *Sussex*, *Cumberland*, and *York* respectively were given by his said Will: And whereas the said *George*, now Lord *Leconfield*, intermarried with the Right Honourable *Mary Lady Leconfield* his late Wife, recently deceased, then *Mary Blunt* Spinster, in the Month of *April* One thousand eight hundred and fifteen, and had Issue by her the said *George William Wyndham*, who died in the Lifetime of the said *George Obrien* Earl of *Egremont*, the said Honourable *Henry Wyndham*, and the Honourable *Percy Scawen Wyndham*, and no other Son: And whereas an Act was passed in the Session of Parliament holden in the Seventeenth and Eighteenth Years of the Reign of Her present Majesty (and which received the Royal Assent on the Tenth Day of *July* One thousand eight hundred and fifty-four), intituled

Marriage of  
Lord Lecon-  
field and  
Issue Male.



*The Leconfield Estate Act, 1863.*

tuled *An Act for granting Powers of Leasing, Sale, and Exchange, and other Powers, for the Management of Freehold, Copyhold, and Leasehold Estates devised by or which now stand limited to the Uses of the Will of the Right Honourable George Obrien Earl of Egremont deceased*: And whereas the said Honourable *Henry Wyndham*, the eldest surviving Son of the said *George Lord Leconfield*, is a Bachelor: And whereas the said *Percy Scawen Wyndham*, the only other surviving Son of the said *George Lord Leconfield*, attained the Age of Twenty-one Years on or about the Twenty-ninth Day of *January* One thousand eight hundred and fifty-six: And whereas by Indenture dated on or about the Second Day of *February* One thousand eight hundred and fifty-six, and made or expressed to be made between the said *George Lord Leconfield* (then *George Wyndham*) of the First Part, the said *Percy Scawen Wyndham* of the Second Part, and *James Archibald Murray* of the Third Part, and duly enrolled pursuant to the Provisions of the Statute for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, the said *Percy Scawen Wyndham*, with the Consent and Concurrence of the said *George Lord Leconfield* (then *George Wyndham*) as Protector of the Settlement creating the Estate Tail of the said *Percy Scawen Wyndham*, did grant and convey unto the said *James Archibald Murray* all and singular the Honour, Manors, Capital Messuages or Mansion House, and other Messuages, Buildings, Farms, Lands, Rectories, Advowsons, Tithes, Tolls, Rents, River and other Navigation, Hereditaments, and Premises of Socage Tenure, and not of Customary or Leasehold Tenure, situate, lying, and being in the Counties of *Sussex, Surrey, Southampton, York*, and the County of the City of *York*, or elsewhere in *England* (except in the Counties of *Wilts, Somerset, Devon, Dorset, Cornwall, and Cumberland*, or any of them, and except also *Burchetts* and the *Rogate Estate*), which respectively were devised by the said *George Obrien Earl of Egremont*, or such and so many or such Part or Parts of the same respectively as had not been sold, exchanged away, or otherwise disposed of, and also (by way of Conveyance and not of Exception) all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever of Socage and not of Customary or Copyhold Tenure which by the Means therein-before recited, mentioned, or referred to, or by any other Ways or Means, had been conveyed, or then stood settled or limited to the Uses, Limitations, Trusts, or Provisions in and by the said Will or Codicil of the said *George Obrien Earl of Egremont* expressed and declared concerning his Fee Simple Estates in the Counties of *Sussex, Surrey, and Southampton, York*, and the County of the City of *York*, other than as aforesaid, and all other, if any, the Manors, Messuages, Lands, Tenements, and Hereditaments in the said several Counties of *Sussex, Surrey, Southampton, York*, and the County of the City of *York*, or elsewhere

Wyndham's  
Estate Act,  
1854.  
17 & 18 Vict.  
c. 7.

Disentailing  
Deed of Pro-  
perty in the  
Counties of  
Sussex,  
Surrey,  
Southamp-  
ton, and  
York, dated  
2d February  
1856.

[Private.]

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elsewhere



*The Leconfield Estate Act, 1863.*

elsewhere in *England* other than in the Counties of *Somerset, Wilts, Devon, Dorset, and Cornwall*, and other than the said Estates called *Burchetts* and at *Rogate*, being of Socage and not of Customary or Copyhold Tenure, whereof or wherein respectively the said *Percy Scawen Wyndham* was Tenant in Tail at Law or in Equity under or by means of the said Will of the said *George Obrien*, late Earl of *Egremont*, or the Second Codicil thereto, and their Appurtenances, to hold unto the said *James Archibald Murray*, his Heirs and Assigns for ever, freed and absolutely discharged from every or any Estate Tail of the said *Percy Scawen Wyndham*, and all Limitations, Remainders, and Reversions expectant or depending thereon, and all Conditions and conditional Limitations in defeazance of the same, but subject and without Prejudice to the several Estates and Interests by the said Will and Codicil of the said *George Obrien* Earl of *Egremont*, or either of them, limited or to take effect in the said Hereditaments and Premises precedent or paramount to the said Estate Tail of the said *Percy Scawen Wyndham*, and subject also to the Powers and Privileges annexed to or exerciseable in right of such precedent Estates and Interests respectively, and which were intended to be thereby corroborated or confirmed, nevertheless to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* at any Time or Times or from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject to every or any such Direction, Limitation or Appointment, then to such Uses, upon such Trusts, and for such Ends, Intents, and Purposes, and under and subject to such Powers, Provisoos, and Declarations, as under or by means of the Will and Codicils of the said *George Obrien* Earl of *Egremont*, or either of them, would have subsisted, or been capable of taking effect or being exercised, of and concerning the Testator's Estates in the Counties of *Sussex, Surrey, and Southampton*, or *York*, and the County of the City of *York*, other than and except the Hereditaments called "*Burchetts*" and at *Rogate*, in case the Indenture now in recital had not been made or executed: And whereas by Writing of Surrender, dated on or about the Fifth Day of *February* One thousand eight hundred and fifty-six, the Estate Tail in Remainder of the said *Percy Scawen Wyndham*, by means of the said Will of the said *George Obrien* Earl of *Egremont*, of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Woolavington* in the County of *Sussex*; and by another Writing of Surrender of the same Date the like Estate Tail in Remainder of the said *Percy Scawen*

Disentailing  
Surrenders  
of Copyhold  
Property in  
Sussex,  
dated 5th  
Feb. 1856.



*The Leconfield Estate Act, 1863.*

*Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Bosham Buckfold* in the said County; and by Indenture dated on or about the Second Day of *February* One thousand eight hundred and fifty-six, and made between the said *George Lord Leconfield* (then *George Wyndham*) of the First Part, the said *Percy Scawen Wyndham* of the Second Part, and the said *James Archibald Murray* of the Third Part, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *West Dean Canon* in the said County; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Atlingworth* in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Nyetimber* in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Amberley* in the County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Nutbourne* in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Barlavington*, otherwise *Crouch*, in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Hardham* in the said County; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Honour and Manor of *Petworth* in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the Manor of *Byworth* and *Warningcamp* in the said County of *Sussex*; and by another Indenture of the same Date, and made between the same Parties, the like Estate Tail in Remainder of the said *Percy Scawen Wyndham* of and in divers Copyhold or Customary Hereditaments holden of the

Indentures,  
dated 2d  
Feb. 1856.

*The Leconfield Estate Act, 1863.*

the Manor of *Pallingham* in the said County of *Sussex*; and also all Remainders and Reversions expectant on such respective Estates Tail of the said *Percy Scawen Wyndham*; were, with the Consent and Concurrence of the said *George Lord Leconfield* (then *George Wyndham*), the Protector of the Settlement creating such respective Estates Tail, barred, and the Customary or Copyhold Hereditaments comprised in each such Writing of Surrender or Indenture respectively were (subject and without Prejudice to the several Estates and Interests by the said Will of the said *George Obrien Earl of Egremont* limited or to take effect therein precedent or paramount to such Estate Tail of the said *Percy Scawen Wyndham*, and subject also to the Powers and Privileges annexed to or exerciseable in right of such precedent Estates or Interests, and which were intended to be thereby corroborated and confirmed,) settled or limited upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and the said *Percy Scawen Wyndham* at any Time or from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject to every or any such Limitations or Appointments, then upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoos, and Declarations, as under the Will of the said *George Obrien Earl of Egremont* would have subsisted or been capable of taking effect of and concerning the several Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments in case the said Writings of Surrender or Indentures had not been made: And whereas by Indenture dated on or about the Second Day of *February* One thousand eight hundred and fifty-six, and made between the said Sir *Henry Wyndham* (then *Henry Wyndham*) of the First Part, the said *Percy Scawen Wyndham* of the Second Part, and the said *James Archibald Murray* of the Third Part, and duly enrolled pursuant to the Provisions of the Statute for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, the said *Percy Scawen Wyndham*, by and with the Consent and Concurrence of the said Sir *Henry Wyndham* (then *Henry Wyndham*), as Protector of the Settlement creating the Estate Tail of the said *Percy Scawen Wyndham*, did grant and convey unto the said *James Archibald Murray* all and singular the Honour, Manors, Capital Messuages or Mansion Houses, and other Messuages, Buildings, Farms, Lands, Rectories, Advowsons, Tithes, Tolls, Rents, and Hereditaments of Socage Tenure, and not of Copyhold or Customary Tenure, situate, lying, and being in the County of *Cumberland*, which respectively were devised by the said Will of the said *George Obrien Earl of Egremont*,

Disentailing  
Deed of  
Property in  
Cumberland,  
dated 2d Feb.  
1856.



*The Leconfield Estate Act, 1863.*

*Egremont*, and also all and singular such of the Hereditaments in the said Codicil of the said *George Obrien* Earl of *Egremont* described as *Burchetts*, as were of Socage and not of Copyhold or Customary Tenure, with the Rights, Royalties, Members, and Appurtenances, to hold unto the said *James Archibald Murray*, his Heirs and Assigns for ever, freed and absolutely discharged from every or any Estate Tail of the said *Percy Scawen Wyndham*, and all Limitations, Remainders, and Reversions expectant or depending thereon, and all Conditions and conditional Limitations in defeazance of the same, but subject and without Prejudice to the several Estates and Interests by the said recited Will and Codicil of the said *George Obrien* Earl of *Egremont*, or either of them, limited or to take effect in the said Hereditaments and Premises precedent or paramount to the said Estate Tail of the said *Percy Scawen Wyndham*, and subject also to the Powers and Privileges annexed to or exerciseable in right of such precedent Estates and Interests respectively, and which were intended to be thereby corroborated or confirmed, nevertheless to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*), the Father of the said *Percy Scawen Wyndham*, and the said *Percy Scawen Wyndham*, at any Time or Times, and from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject to every or any such Direction, Limitation, or Appointment, to such Uses, upon such Trusts, and for such Ends, Intents, and Purposes, and under and subject to such Powers, Provisoos, and Declarations, as under or by means of the Will and Codicil of the said *George Obrien* Earl of *Egremont*, or either of them, would have subsisted, or been capable of taking effect or being exercised, of and concerning the Testator's Estates in the said County of *Cumberland*, or the Freehold Portion of the said Estate called *Burchetts*, in case the now reciting Indenture had not been made or executed: And whereas by Indenture dated on or about the Second Day of *February* One thousand eight hundred and fifty-six, and made or expressed to be made between the said *George Lord Leconfield* (then *George Wyndham*) of the First Part, the said *Percy Scawen Wyndham* of the Second Part, and the said *James Archibald Murray* of the Third Part, and duly enrolled pursuant to the Provisions of the Statute for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, in *Ireland*, the said *Percy Scawen Wyndham*, by and with the Consent and Concurrence of the said *George Lord Leconfield* (then *George Wyndham*), as Protector of the Settlement creating the

Disentailing  
Deed of  
Property in  
Ireland,  
dated 2d Feb.  
1856.

[*Private.*]

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Estate



*The Leconfield Estate Act, 1863.*

Estate Tail of the said *Percy Scawen Wyndham*, did grant and convey unto the said *James Archibald Murray* all and singular the Baronies, Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments situate in *Ireland* which respectively were devised by the said *George Obrien* Earl of *Egremont*, and all other, if any, the Baronies, Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments in *Ireland* whereof or wherein respectively the said *Percy Scawen Wyndham* was Tenant in Tail, at Law or in Equity, under or by means of the Will and Codicil of the said Earl, or either of them, and their respective Rights, Royalties, Members, and Appurtenances, to hold the same unto the said *James Archibald Murray*, his Heirs and Assigns for ever, freed and absolutely discharged from every or any Estate Tail of the said *Percy Scawen Wyndham*, and all Limitations, Remainders, and Reversions expectant or depending thereon, and all Conditions and conditional Limitations in defeazance of the same, but subject and without Prejudice to the several Estates and Interests by the said recited Will and Codicils of the said *George Obrien* Earl of *Egremont*, or either of them, limited or to take effect in the said Hereditaments and Premises precedent or paramount to the said Estate Tail of the said *Percy Scawen Wyndham*, and subject also to the Powers and Privileges annexed to or exerciseable in right of such precedent Estates and Interests respectively, and which were intended to be corroborated or confirmed, nevertheless to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* at any Time or Times and from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, with divers Limitations over in default of and until and subject to every or any such Direction, Limitation, or Appointment: And whereas by Indenture dated on or about the Fifth Day of *February* One thousand eight hundred and fifty-six, and made between the said *George Lord Leconfield* (then *George Wyndham*) and the said *Percy Scawen Wyndham* of the First Part, the said *James Archibald Murray* and the Rev. *Henry Sockett* Clerk of the Second Part, and *Archibald Murray* and *Henry Gray Brydone*, Gentlemen, of the Third Part, after reciting among other things, to the effect herein-before recited, it was witnessed, that by virtue and in exercise and execution of the several Powers and Authorities limited or reserved to the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* jointly by the Three therein and herein-before recited Freehold disentailing Assurances, and of every or any other Power or Authority jointly

Resettle-  
ment of  
Freehold  
and Copy-  
hold Pro-  
perty in  
England and  
Ireland,  
dated 5th  
Feb. 1856.



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*The Leconfield Estate Act, 1863.*

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jointly enabling them in such Behalf, they the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* did direct, limit, and appoint that all and singular the Honours, Manors, Messuages, Lands, Navigation, and Hereditaments of Socage and not of Customary Tenure, whether in *England* or *Ireland*, comprised in or subject to the several therein and herein-before recited Freehold disentailing Assurances, and also all the Freehold Messuages, Lands, Tenements, and Hereditaments to be purchased from the Funds and Monies mentioned or referred to in the said several Freehold disentailing Assurances, and their respective Rights, Royalties, Members, and Appurtenances, severally and respectively, should thenceforth go, remain, and be to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, and in default of and until and subject to every or any such Direction, Limitation, or Appointment, to the further Uses in the now reciting Indenture expressed; and it was further witnessed, that by virtue and in exercise and execution of the several Powers or Authorities limited or reserved to the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* jointly by the several therein and herein-before recited Copyhold disentailing Assurances, and of every or any other Power or Authority enabling them in such Behalf, they the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* did direct, limit, and appoint that all and singular the Copyhold Messuages, Lands, Tenements, and Hereditaments comprised in or subject to the several therein and herein-before recited Copyhold disentailing Assurances, and their respective Rights, Members, and Appurtenances, should thenceforth go, remain, and be to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and subject to every or any such joint Direction, Limitation, or Appointment, then to such Uses, upon such Trusts, and for such Intents and Purposes, as in default of and subject to every or any Direction, Limitation, or Appointment by the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham*, in exercise of the joint Power of Appointment therein-before limited to



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to them of and concerning the said Freehold Hereditaments in the Counties of *Sussex* and *York*, were therein-before limited concerning such Freehold Hereditaments in the same Counties, or as near thereto as the Difference of Tenure or the Ownerships in some of the said Copyhold Hereditaments being equitable only would admit, but so as not to multiply Charges; and it was further witnessed, that by virtue and in exercise of the Power of Appointment by the several therein and herein-after recited Freehold disentailing Assurances limited to the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* of and concerning the Funds and Monies applicable to the Purchase of Lands and Hereditaments to be settled conformably to the Limitations of the Will and Codicil of the said *George Obrien Earl of Egremont*, or One of them, and by virtue and in exercise of every or any other Power or Authority in anywise enabling them in such Behalf, they the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* did jointly direct, limit, and appoint that all and singular the said Funds and Monies should go and be holden, paid or applied, upon such Trusts, and for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and subject to every or any such joint Direction, Limitation, or Appointment, then as to, for, and concerning such and so many and such Part or Parts of the said Monies and Funds respectively as would be applicable to the Purchase of Lands or Hereditaments to be settled conformably to the Limitations in and by the said Will and Codicil of the said *George Obrien Earl of Egremont*, or either of them, declared concerning the Estates and Hereditaments in the Counties of *York* and *Sussex* thereby devised, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as would best correspond with the Limitations therein-before contained concerning the Hereditaments in the said Counties of *York* and *Sussex* therein-before appointed or intended so to be, and their Appurtenances, in default of and subject to any joint Appointment by the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* of and concerning such Hereditaments as aforesaid; and as to, for, and concerning such and so many and such Part or Parts of the said Monies or Funds therein-before appointed, or intended so to be, as would be applicable to the Purchase of Lands and Hereditaments to be settled conformably to the Limitations in and by the said Will and Codicil, or either of them, concerning the Hereditaments in the County of *Cumberland* thereby devised, upon such Trusts, for such Intents and



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and Purposes, and in such Manner and Form, as would best correspond with the Limitations therein-before contained concerning the Hereditaments in the said County of *Cumberland* therein-before appointed, or intended so to be, and their Appurtenances, in default of and subject to any joint Appointment by the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* of and concerning such Hereditaments; and as to, for, and concerning such and so many and such Part or Parts of the said Monies or Funds therein-before appointed, or intended so to be, as would be applicable to the Purchase of Lands and Hereditaments to be settled conformably to the Limitations in and by the said Will and Codicil, or either of them, concerning the Hereditaments in *Ireland* thereby devised, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as would best correspond with the Limitations therein-before contained concerning the Hereditaments in *Ireland* therein-before appointed, or intended so to be, and their Appurtenances, in default of and subject to any joint Appointment by the said *George Lord Leconfield* (then *George Wyndham*) and *Percy Scawen Wyndham* of and concerning such Hereditaments: And whereas the said *Sir Henry Wyndham* died on or about the Second Day of *August* One thousand eight hundred and sixty, without having had any Issue, and was buried at *Petworth* on or about the Fourteenth Day of *August* One thousand eight hundred and sixty: And whereas upon the Death of the said *Sir Henry Wyndham* without Issue the said *George Lord Leconfield*, as the next Tenant for Life under the said Will and Codicil of the said *George Obrien* Earl of *Egremont*, entered into Possession or the Receipt of the Rents and Profits of the Freehold and Customary or Copyhold Estates in the County of *Cumberland* devised by or subject to the Limitations of the said Will and Codicil: And whereas by Deed Poll under the respective Hands and Seals of the said *George Lord Leconfield* and *Percy Scawen Wyndham*, dated on or about the Tenth Day of *April* One thousand eight hundred and sixty-three, and sealed and delivered by them in the Presence of and attested by Two credible Witnesses, and endorsed upon the herein-before recited Indenture of Settlement dated on or about the Fifth Day of *February* One thousand eight hundred and fifty-six, they the said *George Lord Leconfield* and *Percy Scawen Wyndham*, in exercise of the joint Powers reserved to them by that Indenture, have revoked, determined, and made void all and singular the Uses, Trusts, Powers, and Provisions which in and by the therein within-written Indenture were limited, declared, expressed, or referred to concerning the Freehold or Customary and Copyhold Honours, Manors, Messuages, Lands, Navigation, Tenements, and Hereditaments, Funds and Monies, respectively therein mentioned, or described in or settled or intended to be settled by such within-written Indenture, and

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Revocation  
of Re-settle-  
ment of 5th  
Feb. 1856,  
by Deed  
Poll, dated  
10th April  
1863.



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their respective Rights, Royalties, Members, and Appurtenances, and which were to arise, take effect, or be exercised in default of the Exercise of the joint Powers of Direction, Limitation, or Appointment primarily therein within reserved or limited to them the said *George Lord Leconfield* and *Percy Scawen Wyndham* jointly of and concerning such Freehold and Customary or Copyhold Honour, Manors, Messuages, Lands, Navigation, Tenements, and Hereditaments, Funds, Monies, and Premises respectively; and moreover they the said *George Lord Leconfield* and *Percy Scawen Wyndham*, by the said Deed Poll now in recital, and by way of Confirmation or Corroboration of the joint Powers of Direction, Limitation, or Appointment of the same so primarily by the therein within-written Indenture reserved and limited to them jointly as aforesaid, have jointly directed, limited, and appointed that all and singular the Honours, Manors, Messuages, Lands, Navigation, and Hereditaments of Socage and not of Copyhold or Customary Tenure, whether in *England* or *Ireland*, comprised in or subject to the several therein within and herein-before recited Freehold disentailing Assurances, and also all the Freehold Messuages, Lands, Tenements, and Hereditaments purchased or to be purchased from the Funds and Monies mentioned or referred to in the said several Freehold disentailing Assurances, and their respective Rights, Royalties, Members, and Appurtenances, severally and respectively, should thenceforth go, remain, and be to the Uses, upon the Trusts, for the Intents and Purposes, and under and subject to the Powers, Provisoos, Declarations, and Agreements, therein-after expressed and declared concerning the same; that was to say, to such Uses, upon such Trusts, and for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* and *Percy Scawen Wyndham* from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject to every or any such Direction, Limitation, or Appointment, then to the Use of the said *Percy Scawen Wyndham* and his Assigns during his Life, without Impeachment of or for any Manner of Waste, malicious or humoursome Waste only excepted, and from and after his Decease to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* and *Henry Wyndham* his eldest Son from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject

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to every or any such Direction, Limitation, or Appointment as last aforesaid, then to the Use of the said *Percy Scawen Wyndham*, his Heirs and Assigns for ever; and, furthermore, they the said *George Lord Leconfield* and *Percy Scawen Wyndham*, by the said Deed Poll now in recital, and by way of Confirmation or Corroboration of the joint Powers of Direction, Limitation, and Appointment of the same by the therein within-written Indenture primarily reserved or limited to them jointly as aforesaid, have jointly directed, limited, and appointed that all and singular the Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments comprised in or subject to the several therein within and herein-before recited Copyhold disentailing Assurances, and their respective Rights, Members, and Appurtenances, should thenceforth go, remain, and be to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* and *Percy Scawen Wyndham*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of or subject to every or any such joint Direction, Limitation, or Appointment, then to the Use of or in trust for the said *Percy Scawen Wyndham* and his Assigns during his Life, and after his Decease then to such Uses, upon such Trusts, for such Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* and *Henry Wyndham* his eldest Son from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; and in default of and until and subject to every or any such Direction, Limitation, or Appointment as last aforesaid, then to the Use of the said *Percy Scawen Wyndham*, his Heirs and Assigns for ever; and, lastly, they the said *George Lord Leconfield* and *Percy Scawen Wyndham*, by the said Deed Poll now in recital, and by way of Confirmation or Corroboration of the joint Powers of Direction, Limitation, and Appointment of the same by the therein within-written Indenture primarily reserved or limited to them jointly as aforesaid, have jointly directed, limited, and appointed that all and singular the Funds and Monies in the therein within-written Indenture mentioned as being applicable to the Purchase of Lands and Hereditaments to be settled conformably to the Limitations of the said Will and Codicil of the said *George Obrien* Earl of *Egremont*, or so much and such Part or Parts thereof respectively as had not been applied in the Purchase of Lands and Hereditaments to be settled conformably to the Limitations of such Will and Codicil, should go, remain, and be holden upon such Trusts and for such Intents



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Intents and Purposes, and in such Manner and Form, as the said *George Lord Leconfield* and *Percy Scawen Wyndham*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct limit, or appoint; and in default of and subject to every or any such joint Direction, Limitation, or Appointment, then in the same Manner as if the same Funds and Monies were applicable to the Purchase of Lands and Hereditaments to be settled to the Uses following; (that is to say,) to the Use of the said *Percy Scawen Wyndham* and his Assigns during his Life, and after his Decease then according to the like joint Direction, Limitation, or Appointment by Deed or Writing, so sealed and delivered and attested as aforesaid, of or by the said *George Lord Leconfield* and *Henry Wyndham*; and in default of and subject to every or any such joint Direction, Limitation, or Appointment as last aforesaid, then to the Use of the said *Percy Scawen Wyndham*, his Heirs and Assigns for ever, and in like Manner as therein-before appointed or declared concerning the Lands and Hereditaments therein-before appointed, or intended so to be: And whereas it would be greatly for the Benefit of the Persons who are and may be interested or entitled in or to the Estates and Hereditaments devised by or subject to the Limitations of the said Will and Codicil of the said *George Obrien* Earl of *Egremont*, and otherwise limited and settled as herein-before recited, if there were Powers of Sale and Exchange of divers outlying and scattered Lands in the said Counties of *Cumberland* and *York*, which are specified in the First and Second Schedules hereunto annexed, and also of all or any of the Allotments made or to be made for or in respect of the said Lands or any of them, or for or in respect of the Rights of the Lord of any Manor or Lordship in the said County of *Cumberland* for the Time being subject to such Limitations as aforesaid, as well as of all or any of the Mines in the same County for the Time being subject to the same Limitations, and also if Powers of granting Building Leases of the Lands in the said Schedules, and Powers of granting Mining Leases of any Mines in *England* for the Time being subject to such Limitations as aforesaid, and such other Grants or Leases as are herein-after mentioned, and also if such Powers of enfranchising Copyhold and Commutation of Rents or Heriots as herein-after contained, were granted, and likewise if there were such Powers of investing the Monies which have arisen or may arise under or by means of the former Act and of this Act in the Enfranchisement of Copyhold or Customary Hereditaments that are or may be subject to the same Limitations, or for extinguishing Fines, Heriots, Reliefs, or Quitrents, as are herein-after contained: And whereas it is also desirable that there should be such Powers of buying a Town Mansion for the Residence of the Tenant in possession under the

Limitations



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Limitations of the Will of the said *George Obrien* Earl of *Egremont* as herein-after contained: And whereas in consequence of the Death and Failure of Issue of the said Sir *Henry Wyndham* and the Assurances herein-before recited such distinct Accounts as are provided for by the Twentieth Section of the said "*Wyndham's Estate Act, 1854,*" are no longer necessary, and it is therefore expedient that all Monies hereafter to arise under the Provisions of that Act, and also to arise under the Provisions of this Act, as well as the Monies which have arisen under the Provisions of that Act, and remain unapplied for the Purposes thereof, should be invested in One Account as herein-after provided for: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Lord Leconfield, Henry Wyndham,* and *Percy Scawen Wyndham* 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:

1. This Act may be cited for any Purpose as "*The Leconfield Estate Act, 1863.*" Short Title.

2. The following Words and Expressions shall in this Act have the following Meanings: the Word "Lands" shall include "Manors, Messuages, Lands, Tenements, and Hereditaments, whether of Freehold or Customary or Copyhold Tenure;" the Word "Mines" shall include Beds, Veins, Seams, and Strata, whether opened or unopened, of Minerals of all Kinds, Coal, Stone, Clay, Brick or Tile Earth, Slate, and all other Substances usually worked by means of Shafts, Drifts, Pits, or Quarries; and the Expression "Mining Leases" shall mean Leases of or Licences to search for or work and get all or any of such Mines as aforesaid; the Expression "Tenant in possession" shall mean the said *George Lord Leconfield*, and after his Decease shall mean the Person or Persons who from Time to Time, under the Limitations of the Will and Second Codicil of the said *George Obrien* Earl of *Egremont*, or otherwise by means of the Assurances herein-before recited, shall be entitled to the Possession or to the Receipt of the Rents and Profits of the said Lands for the Time being subject to such Limitations, or if and when any such Person so entitled shall be under Age, then the same shall mean his Guardian or Guardians.

Interpreta-  
tion of  
Terms.

3. All or any of the Lands specified or mentioned in the First and Second Schedules to this Act, with their Appurtenances, and all or any of the Allotments made or to be made for or in respect of the said Lands or any of them, or for or in respect of the Rights of the Lords or Lord of any Manor or Lordship in the said County

Lands speci-  
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may be sold.

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of *Cumberland*, for the Time being subject to the Limitations of the said Will and Codicil of *George Obrien* Earl of *Egremont*, or otherwise as aforesaid, and all or any of the Mines in the said County subject to such Limitations as aforesaid, may be sold for such Price or Prices as the Trustees or Trustee for the Time being of this Act may think reasonable, and either by Public Auction or Private Contract, or partly in each such Mode, and with or under such special or other Conditions of Sale as the said Trustees or Trustee shall think fit; and such Sales respectively may be made either in pursuance of any previous Contract or Contracts entered into conditionally that an Order of the High Court of Chancery in *England* authorizing such Sales be obtained as herein-after directed, or in pursuance of any Contract or Contracts made subsequently to obtaining such Order.

Lands specified in Schedules and Allotments may be exchanged.

4. All or any of the Lands specified or mentioned in the First and Second Schedules to this Act, and all or any of such Allotments as aforesaid, with their Appurtenances, may be exchanged for such other Lands of Freehold, Customary, or Copyhold Tenure, or of all, any, or either of such Tenures, and such Sum or Sums of Money may be received or given by way of Equality of Exchange as the said Trustees or Trustee may think reasonable, and such several Exchanges may either be made in pursuance of any previous Contract or Contracts entered into conditionally that any Order of the Court of Chancery authorizing or confirming such Exchange be obtained, or pursuant to any Contract or Contracts made subsequently to such Order.

Powers of Sale exerciseable with the Sanction of the Court of Chancery.

5. By an Order of the High Court of Chancery in *England*, and by or upon the Application of the Tenant in possession, all or any of the Powers of Sale and Exchange of the Lands specified or mentioned in the First and Second Schedules to this Act, and of the Allotments and Mines herein-before mentioned, shall from Time to Time be exerciseable.

Appointment of Trustees of this Act.

6. The Trustees or Trustee to carry into effect the Powers of Sale and Exchange, and of Enfranchisement, and to commute Fines, Heriots, and Reliefs, and to grant Mining Leases, herein contained, shall be the Right Honourable *Richard Southwell Bourke*, commonly called Lord *Naas*, eldest Son of the Right Honourable *Robert* Earl of *Mayo*, the Reverend *Henry Sockett* Clerk, Rector of *Sutton* in the County of *Sussex*, and the Reverend *William Sinclair* Clerk, Rector of *Pulborough* in the same County of *Sussex*, (who are the present Trustees of the said "*Wyndham's Estate Act, 1854*," ) and the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being under that Act to be associated with any



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any or either of them, or to be appointed in their or his Stead under the Power of appointing new Trustees contained in that Act or this Act.

7. The several Powers of Sale and Exchange, and of Enfranchisement and Commutation and granting Mining Leases, herein contained, shall be exerciseable by the Trustees or Trustee for the Time being of the Power then in exercise by Indenture sealed and delivered by them or him, and also by the Person or Persons at whose Request such Power respectively may be exercised.

Powers to be exercised by Indenture.

8. The Assurances for effectuating every or any Sale or Exchange authorized by this Act may be made by way of Revocation of Uses and Appointment and Conveyance to new or other Uses, or simply by way of Appointment and Conveyance to other Uses, and may be effected by making such Appointment and Conveyance respectively (either with or without any prior Revocation of Uses) unto any Person in Fee Simple to the Uses required, or by making the same at once to such Uses; and every such Assurance, whether by Revocation and new Appointment or Conveyance, or merely by way of Appointment or Conveyance of the Lands respectively so to be sold or given in exchange, shall free and discharge all the Lands to be so assured of and from all the Limitations then subsisting under or by means of the said Will and Second Codicil of the said *George Obrien* Earl of *Egremont*, and the Assurances herein-before recited, or any or either of them.

Form of Assurances.

9. The Declaration in any Deed of Assurance that may be executed for effectuating any Sale, Exchange, or Enfranchisement authorized by this Act, or in any separate Deed to be made by the Tenant in possession, that the Deeds, Evidences, and Writings relating to any Lands so sold, given in exchange, or enfranchised, which may be in the Custody or Power of such Tenant in possession, shall from Time to Time be produced, and that Copies or Extracts therefrom shall from Time to Time be furnished unto and upon the Request and at the Costs and Charges of any Purchaser or Purchasers or Person or Persons to be entitled by means of such Sale, Exchange, or Enfranchisement, and his or their Heirs or Assigns respectively, shall operate as a Covenant by the Tenant in possession, and each succeeding Tenant in possession having the Custody of such Deeds, Evidences, and Writings (not being merely a Guardian), for himself respectively, and his respective Heirs, Executors, and Administrators, with the Purchaser or Purchasers or other Person or Persons so entitled, and his or their Heirs and Assigns, for such Production and for furnishing such Copies or Extracts respectively, but so that the Real or Personal Representatives of any such Tenant in possession shall

Declaration by Tenant in possession to produce Deeds to operate as Covenant.



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shall not after his Death be answerable otherwise than for any Breach committed in his Lifetime.

Until sold or exchanged Lands to be subject to Limitations of Will.

10. In the meantime, and until the Lands by this Act authorized to be sold and exchanged shall be so appointed and conveyed by way of Sale or Exchange as aforesaid, the same shall remain subject to all the Limitations under or by means of the said Will and Second Codicil of the said *George Obrien* Earl of *Egremont*, or otherwise by means of the Assurances aforesaid, according to which the same would have been holden in case this Act had not passed, and the Rents, Issues, and Profits of the same Lands shall be received and applied accordingly, and all the Powers conferred by the said Will and Codicil respectively, or otherwise as aforesaid, which could have been exerciseable of the said Lands remaining unsold and unexchanged, shall also be exerciseable in like Manner as if this Act had not passed.

Payment of Monies into Court.

11. All Monies to arise from Sales or Exchanges of Lands in *England* made or to be hereafter made under the said *Wyndham's* Estate Act, 1854, or this Act, or to arise from One Fourth Part of Rents and Royalties on Mining Leases in *England* granted or to be hereafter granted under the Powers of the said *Wyndham's* Estate Act, 1854, or this Act, shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery in *England*, to be placed to an Account there, "In the Matter of the *Leconfield* Estate Act, the Account of the Persons entitled to the *Egremont* devised Estates," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and all Monies to arise under the said *Wyndham's* Estate Act, 1854, from Sales or Exchange of Lands in *Ireland*, or from One Fourth Part of Rents and Royalties on Mining Leases in *Ireland*, shall be paid into the Bank of *Ireland* in the Name and with the Privity of the Accountant General of the High Court of Chancery in *Ireland*, to be placed to the same Account there, pursuant to the Method prescribed by the *Irish* Statute of the Twenty-third and Twenty-fourth *George* the Third, Chapter 22, and shall be applied in the Manner directed by the said *Wyndham's* Estate Act, 1854, or for the Purposes of this Act.

Transfer of Monies from old to new Accounts.

12. All Monies that have arisen under the Provisions of the said *Wyndham's* Estate Act, 1854, and which remain in the Bank of *England* or in the Bank of *Ireland* unapplied for the Purposes of that Act, may, on the Application of the Trustees or Trustee for the Time



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Time being of this Act, and with the Consent of the Tenant in possession, be transferred by Order of the Court of Chancery in *England* or *Ireland*, as the Case may require, to the said Account of the *Leconfield Estate Act* aforesaid, and be applied for the Purposes of this Act.

13. The Receipt of a Cashier of the Bank of *England* or of a Cashier of the Bank of *Ireland* respectively, as the Case may require, for any such Monies to be so paid into such respective Bank, and the Certificate of the Accountant General of the Court of Chancery annexed thereto, and filed in the Register or Report Office of such Court, shall be an effectual and conclusive Discharge to the Persons paying the same for the Money therein acknowledged to be paid.

Receipts of Cashier of the Bank and Certificate of Accountant General to be a Discharge.

14. The Trustees or Trustee may enfranchise all or any Customary or Copyhold Lands holden or Parcel of any of the Manors or Lordships for the Time being subject to the Limitations of the Will and Second Codicil of the said *George Obrien Earl of Egremont*, or such subsequent Assurances as aforesaid, or may sell, release, or commute any Quit, Free or other Rent, Fine, Heriot, Relief, Duty, or Service, payable or becoming due or to be rendered in respect of any Hereditaments holden or Parcel of any such Manor or Lordship, for such Price or Consideration in Money as they or he may think fit, and may grant any Common of Pasture or Turbary in respect of any Customary or Copyhold Lands so enfranchised as aforesaid, or appendant or appurtenant thereto, and may reserve and except all Seignories and Right of Escheat in respect of the Tenure of such Tenements, Franchises, Royalties, Rights, and also all Liberties and Privileges of Chase and Free Warren, hunting, hawking, fowling and chasing, and killing Game and Beasts of Chase and Free Warren, and all such ancient Piscaries, Fishings, and Rights of Fishing, as shall have been theretofore anciently used, exercised, or enjoyed by the Lords of the said Manors or Lordships respectively, and also, if deemed expedient, all Mines, and full and free Liberty and Privilege to bore, sink for, search for, dig for, get, and carry away the same respectively, and to make, erect, and use Engines, and all proper Instruments and Utensils, Wain or Carriageways, for boring, sinking for, searching for, digging for, consuming, and carrying away the same, exclusively of all other Person or Persons whomsoever; and upon Payment of any Monies to be received for such Enfranchisement, Sale, Release, or Commutation as aforesaid, the said Trustees or Trustee may give Receipts for the same, and such Receipts shall be sufficient Discharges for the Monies therein respectively acknowledged to be received, and the Person or Persons to whom the same may be given, or his, her, or their Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for any Loss, Mis-application,

Powers to enfranchise Copyholds and to commute Fines.

[*Private.*]

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cation,



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cation, or Non-application, or be in anywise obliged or concerned to see to the Application, of such Monies: Provided always, that when and as from Time to Time the Price or Consideration for any such Enfranchisement, Sale, Release, or Commutation shall amount to the Sum of Three hundred Pounds Sterling or upwards, the same respectively shall only be made with the Consent of the Court of Chancery, but so that any Contract for such Enfranchisement, Sale, Release, or Commutation may be made conditionally that such Consent of the Court of Chancery be afterwards obtained as provided by the Fourth Section of this Act.

Monies from  
Enfran-  
chisements  
to be paid  
into Court.

**15.** The said Trustees or Trustee, after retaining and satisfying the Costs, Charges, and Expenses of and attending upon such Enfranchisement, Sale, Release, or Commutation respectively, shall pay the Surplus of the Monies to be received for or in respect of such Enfranchisement, Sale, Release, or Commutation (to be verified by Affidavit) into the Bank of *England* to the Credit of the Accountant General of the Court of Chancery to the Account aforesaid, to the Intent that the same may be invested, and the Investments therefrom holden and applied, in like Manner and for the like Purposes as herein declared concerning the Monies to arise from the Exercise of the Powers of Sale and Exchange herein-before contained, and the Investments therefrom.

Application  
of Monies  
paid into  
Court.

**16.** The Court of Chancery may, on the Application of the Tenant in possession, order any Monies which may be paid or transferred into the Bank as aforesaid, the Application whereof is not otherwise directed under the said "*Wyndham's Estate Act, 1854,*" or this Act, to be from Time to Time laid out in the Purchase or Redemption of Land Tax on any of the Estates devised by, or which now or hereafter may stand limited to the Uses or upon the Trusts of, the Will or Codicil of the said *George Obrien* Earl of *Egremont*, or otherwise as aforesaid, or in the Purchase of any Freehold, Customaryhold, or Copyhold Lands in the Counties of *Sussex, Cumberland, or York*, such Customaryhold or Copyhold Lands to be of the Tenure of Customaryholds or Copyholds of Inheritance contiguous to or convenient to be held with such Parts of the Estates in those Counties as may for the Time being be subject to such Uses and Trusts, or in the Payment of any Monies to be payable for Equality of Exchange under Exchanges to be made of Lands under the Authority of the said "*Wyndham's Estate Act, 1854,*" or this Act, or in the Purchase, Release, or Extinguishment of any Fines, Heriots, Reliefs, Quit or other Rents which may be payable, attach, or fall due for or in respect of any Lands which now are or from Time to Time may be subject to the Uses or Trusts of the said Will or Second Codicil of the said *George Obrien* Earl of *Egremont*, or otherwise as aforesaid, or in the

Enfran-



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Enfranchisement or Purchase of the Seignory or Socage Tenure of, or in the Purchase of the Mines or Minerals under, or in the Extinguishment of the Manorial Rights of or over, any such Lands: Provided always, that in every or in any Case where any Quit, Free, or other Rent, or Heriot or Customary Payment, shall be payable or attaching for, upon, or in respect of any Lands for the Time being subject to the Limitations of the said Will of the said *George Obrien* Earl of *Egremont*, or otherwise as aforesaid, it shall be lawful for the Trustees or Trustee for the Time being of this Act from Time to Time to apply any Monies, not exceeding the Sum of Two hundred Pounds, for the Time being in his or their Hands applicable to the Purchase of Land, in or for the Purchase, Release, or Extinguishment of the same Rent, Heriot, or Customary Payment, without any Application to the Court of Chancery for such Purpose.

17. Inasmuch as the Town Residence of the said *George Lord Leconfield* in *Grosvenor Place* aforesaid, which he acquired as Tenant in possession under the said Will of the said *George Obrien* Earl of *Egremont*, is holden only for the Residue of a Term of Years which will expire in or about the Year One thousand eight hundred and sixty-five, and it is desirable that a fitting Town Residence should be provided for the Tenant in possession for the Time being under the said Will, the Court of Chancery may, on Application of the said Lord *Leconfield*, or other the Tenant in possession under the said Will of the said Earl, or otherwise as aforesaid, order any Sum or Sums of Money, not exceeding Thirty thousand Pounds Sterling, to be applied from and out of the Monies which have been paid or shall be paid into the Bank by virtue of the Provisions of the said *Wyndham's Estate Act, 1854*, and of this Act or either of them, in or for the Purchase in Fee Simple in the City or Liberties of *Westminster*, or the Parish of *St. Marylebone* in the County of *Middlesex*, of a Mansion or Messuage, or Buildings convenient to be converted into or adapted for a Mansion and Offices, Coach-houses, Stables or other Conveniences, or of Ground as a Building Site for erecting and constructing, and also for erecting and constructing thereon such Mansion, Offices, Coach-houses, Stables, and other Conveniences aforesaid, and that the Hereditaments or Ground so to be purchased and the Building to be erected thereon shall be conveyed and settled in such Manner as herein-after directed concerning the Lands to be purchased or received in exchange under the Provisions of this Act.

Power to purchase a Town Residence for Tenant in possession.

18. When and as any such Order or Consent for Purchase shall be obtained from the Court of Chancery, or previously thereto, and conditionally that the Approbation of such Court shall be obtained, the Tenant in possession, or the Trustees or Trustee of this Act with the Consent or at the Request of the Tenant in possession, may enter

Tenant in possession or Trustees may enter into Contracts, subject to the

into



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Approba-  
tion of the  
Court.

into any Contract for any such Purchase as herein-before authorized to be made, with the Consent of the said Court, and upon such special or other Conditions of Sale as to Title or Evidence of Title as may be deemed eligible.

Lands pur-  
chased or  
received in  
Exchange to  
be conveyed  
to the Uses  
of the Will  
and recited  
Assurances.

19. All Lands to be so purchased or to be received in exchange shall, under the Direction of the Trustees or Trustee of this Act, and with the Approbation of the Tenant in possession, be conveyed to the Uses, upon the Trusts, and with and under the Powers and Provisions which, under or by means of the said Will and Codicil of the said *George Obrien* Earl of *Egremont*, and such subsequent Assurances as aforesaid, or any or either of them, shall be subsisting or capable of taking effect of and concerning the Lands from the Produce of the Sale or Exchange whereof under the Powers of this Act such Purchase may be made, or of or concerning the Lands to be given in exchange for the same, or as near thereto as may be.

Until so ap-  
plied Monies  
to be in-  
vested.

20. In the meantime, and until any such Purchase of Lands as aforesaid shall be made, the Monies to be so paid into the Bank of *England* which for the Time being will not be required for any of the other Purposes of this Act shall, by or under the Direction of the Court of Chancery, be laid out in the Purchase of Exchequer Bills, and such Exchequer Bills to be so purchased shall be carried to the said Account, "In the Matter of the *Leconfield* Estate Act, the Account of the Persons entitled to the *Egremont* devised Estates," and the Interest of such Exchequer Bills, and the Money received for the same when paid off by Government, shall be laid out by the Accountant General of the Court of Chancery in his Name in the Purchase of other like Bills, and shall remain there until required for such Purposes as authorized by this Act; but when so required for any such Purposes, the same, or a competent Portion thereof, shall, upon a Petition to be preferred to the Court of Chancery by the Tenant in possession in a summary Way, be ordered to be sold for effectuating such Purposes in such Manner as the Court respectively shall think just and direct; and if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money laid out in the Purchase of the same respectively, then and in that Case only the Surplus which shall remain, after discharging the Expense of the Applications to the Court, shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased, if purchased and conveyed pursuant to this Act, or to the Representatives of such Person.

Court may  
make Orders  
for Payment  
of Costs.

21. Each of the Courts of Chancery in *England* and *Ireland* may from Time to Time make such Orders as the respective Court may think



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think just for allowing, taxing, and settling all such Costs, Charges, and Expenses as may have been, and which from Time to Time may be, incurred in carrying into execution the Provisions of the said "*Wyndham's Estate Act, 1854,*" and also all such Costs, Charges, and Expenses as may have been incurred in or about the Application for and obtaining this Act, or which from Time to Time may be incurred in making Applications to the said Court, either under the said "*Wyndham's Estate Act, 1854,*" or this Act, in paying Monies into the Bank, in taking such Monies out of the Bank, in applying such Monies as by the said "*Wyndham's Estate Act, 1854,*" and this Act respectively authorized, in investigating the Title to Lands purchased or taken in exchange, or otherwise in carrying the said "*Wyndham's Estate Act, 1854,*" and this Act respectively into execution, or any other Costs, Charges, and Expenses payable according to the Provisions of the said "*Wyndham's Estate Act, 1854,*" and of this Act respectively, and from Time to Time may make such Orders as the said Court may think just for the Payment of such Costs, Charges, and Expenses out of the Monies arising by the Sale of the Navy or Victualling Bills, Exchequer Bills, or Exchequer Bonds purchased or taken in exchange under the said "*Wyndham's Estate Act, 1854,*" or this Act.

22. The Trustees or Trustee of this Act, at the Request in Writing of the Tenant in possession, from Time to Time may grant Mining Leases of any Mines in *England* which for the Time being may be subject to the Limitations of the Will and Codicil of the said *George Obrien Earl of Egremont,* or otherwise as aforesaid, and also of any Part of the said Estates in *England* deemed convenient to be leased for Mining or other Purposes.

Power to grant Mining Leases.

23. All Rents and Royalties to become payable on any such Mining Lease shall be reserved to the Trustees or Trustee of this Act, who shall from Time to Time pay Three Fourths of the same to the Tenant in possession, and pay the remaining One Fourth thereof into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed there to the Account aforesaid; and the same Monies respectively may be applied and invested, and the Investments therefrom and the Dividends thereof may be holden and applied, in the same or the like Manner as if the Monies from such One Fourth of Rents or Royalties so to be invested were Monies which had arisen from Sales authorized by this Act.

Application of Rents and Royalties.

24. The Tenant in possession may from Time to Time, with the Sanction of the Court of Chancery in *England,* appropriate and lay out any Parts of the Estates specified in the First and Second Schedules

Powers to appropriate Lands for Building Purposes.

[Private.]



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dules to this Act as and for Markets, Squares, and other open Spaces, Streets, Railroads, other Roads, Passages, Sewers, Drains, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estates and the Accommodation of the Lessees thereof, and any other Parts thereof as Lots for building, or in such Manner in all respects as the Tenant in possession from Time to Time may deem advantageous and for the Purposes of this Act, and the Tenant in possession may maintain, repair, alter, and improve such Markets, Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

General Deed with respect to Improvement of Estate.

25. For the Purpose of any such general Improvement and Accommodation the Tenant in possession from Time to Time may, by general Deeds to be sealed and delivered by him, and to be enrolled in the Court of Common Pleas at *Westminster*, within Six Calendar Months after the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation and the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences as the Tenant in possession may deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

Power to lease for building and improving Purposes.

26. The Tenant in possession from Time to Time may lease all or any Part of the Lands respectively specified in the First and Second Schedules to this Act to any Lessee or Lessees willing substantially to rebuild or improve any of the present or any future Houses, Works, or Buildings upon any Part of the said Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the said Lands not built on, or willing to annex any Part of such Lands for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the same or any Part thereof, or willing to improve the Estates or any Part thereof by making any Railways, Tramroads, Canals, Wharfs, Manufactories, Works, or Conveniences thereon, or otherwise howsoever to improve the said Estates.

Power to make Grants of Wayleaves and Waterleaves.

27. The Tenant in possession may from Time to Time make any Grant or Grants by way of Lease for any Term or Terms not exceeding Thirty Years in possession to any Person or Persons, Corporation or Company, either exclusively or partially, or subject to special Provisions, or in common with any other Person or Persons, or any Corporation or Company, of any Wayleaves or Waterleaves, with the Right of making, constructing, and maintaining any Tramway, Railway, or other Way or Road, Canal or Watercourse, either subterraneous or upon the Surface, or upon, through, over, or under any



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any Lands for the Time being subject to the Limitations of the Will and Codicil of the said *George O'Brien* Earl of *Egremont*, but so that in every or any such Grant or Lease there be reserved or made payable the best annual Rent or Royalty that can reasonably be obtained for the same, and that the Lessee or Lessees, Grantee or Grantees do execute a Counterpart or Counterparts of such Grant or Lease, Grants or Leases respectively, and thereby covenant for Payment of such Rents or Royalties quarterly or half-yearly, as may be agreed on, and also for repairing or contributing to the Repair of any Roads or Ways, or for keeping open or otherwise using in any prescribed Manner the Water or Watercourses to be comprised in or affected by any such Grant or Lease respectively, and for the Observance and Performance of such other Provisions and Restrictions as it may be deemed advisable to insert in every or any such Grant or Lease; and all which Covenants shall bind the Lessee or Lessees, Grantee or Grantees, and his or their Heirs, Successors, Executors, Administrators, and Assigns, and so that there also be contained in every such Grant or Lease a Proviso in the Nature of a Condition of Re-entry for Cesser, Determination, Revocation, or Resumption of the Grant or Licence respectively on Nonpayment for Twenty-one Days after the same may become due of any Portion of such Rent or Royalty, or upon Nonobservance or Nonperformance of the Covenants to be contained in such Grant or Lease respectively.

28. The Powers and Provisions contained in the Seventh and Eighth Sections and in the Sections from the Twenty-sixth Section to the Fifty-seventh Section, both inclusive, of the said *Wyndham's* Estate Act, 1854, shall, so far as Circumstances admit or require, respectively extend and be applicable to all Building and Mining Leases granted under this Act as if the same respectively were herein re-enacted.

Powers in certain Sections of 17 & 18 Vict. c. 7. incorporated.

29. Every Order of the Court for the Purposes of this Act may be made on Petition in a summary Way, or by Motion or Summons.

Orders of Court to be made on Petition, &c.

30. The several Powers and Provisions of this Act, so far as they respectively are applicable, shall extend and apply and be exerciseable with respect to all Lands from Time to Time purchased or received in exchange and settled as by this Act authorized.

Powers of Act to apply to all Lands purchased under Act.

31. If the said Lord *Naas*, *Henry Sockett*, and *William Sinclair*, or any or either of them, or any Trustees or Trustee to be appointed under this Provision, shall die, or decline or be incapable or unfit to act in the Powers of this Act, or shall go out of *Great Britain* whilst any such Powers may remain exerciseable, then and in such Case the Court of Chancery in *England* may by Order appoint One or

Power of Appointment of new Trustees.

more



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more Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, declining, or being incapable or unfit to act, or going out of the United Kingdom.

Powers of  
new Trus-  
tees.

**32.** Such new Trustees respectively shall and may in all things act in the Execution of the Powers of this Act, or the said "*Wyndham's Estate Act, 1854,*" as fully and effectually as if they respectively were originally by this Act or that Act nominated a Trustee or Trustees.

Indemnity  
of new Trus-  
tees.

**33.** The present and future Trustees of this Act, and every of them, and their respective Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable respectively only for such Monies as they respectively actually receive by virtue of or under this Act, notwithstanding their respectively giving or signing, or joining in giving or signing, any Receipt for Conformity, and any One or more of them shall not be answerable or accountable for the others or any other of them, or any of them for the Acts or Defaults of the others or other, but every of them only for his own Acts or Defaults respectively, and they respectively shall not be answerable or accountable for any Broker, Banker, or other Person with whom any Monies are deposited for safe Custody or otherwise in the Execution of this Act, or for any other Misfortune, Loss, or Damage, unless the same happen by or through his or their own wilful Default respectively.

Reimburse-  
ment of new  
Trustees.

**34.** The present and future Trustees of this Act, and every of them, and their respective Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies coming to their respective Hands under this Act, may retain and reimburse to and for themselves respectively, and allow to their respective Co-Trustee and Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them sustain or disburse in or about the Execution of this Act, or in relation thereto, or shall be paid or allowed the same under the Provisions aforesaid.

Act not to  
apply to  
Rogate or  
Burchett's  
Estates.

**35.** This Act shall not include or affect the Estate called *Rogate*, or the Copyhold Portion of the Estate called *Burchetts*, respectively devised by the Second Codicil of the Will of *George Obrien* Earl of *Egremont*.

General  
Saving.

**36.** Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person, Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted out of this General Saving,) all such Estate,  
Right,



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Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the several Lands or Mines by this Act authorized to be sold, exchanged, or leased, or any of them, or any Part thereof respectively, 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.

37. The following Persons are excepted out of the General Saving in this Act contained, to wit, the said *George Lord Leconfield*, the Honourable *Algernon Herbert*, and *Richard Hasler* the younger, and their Heirs, in their Capacity only of Trustees to preserve contingent Remainders under the Will of the said *George Obrien* Earl of *Egremont*, the said Honourable *Henry Wyndham*, and the Sons of the said *Henry Wyndham*, and the Heirs Male of their respective Bodies, and the said *Percy Scawen Wyndham*, and all other Persons to or upon whom any Estate, Right, Title, or Interest, Claim and Demand at Law or in Equity, of, in, to, out of, or affecting the several Lands and Mines by this Act authorized to be sold, exchanged, or leased, or to which the Powers and Provisions of this Act are intended to extend or apply, or any of them, or any Part thereof, have been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator *George Obrien* Earl of *Egremont*, or the Second Codicil thereto; and the Acts, Matters, and Things herein-before recited or referred to; or any of them, their Heirs, Executors, and Administrators.

Exceptions  
from Gene-  
ral Saving.

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

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



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## SCHEDULES referred to in the foregoing Act.

## The FIRST SCHEDULE.

## LANDS IN CUMBERLAND.

Description.	Occupiers.	Estimated Quantity.		
		A.	R.	P.
PARISH OF BRIGHAM.				
Cockermouth Little Mill and Land	Robert Wilson	7	3	17
Land, late Common, and an escheated Tenement	William B. Frostick	13	2	18
Grayson Tarn	David Jackson	9	1	0
A Barn and Stable in St. Helen's Street, Cockermouth	Mary Swinburn.			
House and Shop, ditto	Jonathan Ridge.			
House, Shop, Stable, and Garden, ditto	William Hodgson.			
Cottage, ditto	John Hewetson.			
Cottage, Bakehouse, Smithy, and Garden, ditto	James Marshall.			
Cottage, ditto	Mary Fournier.			
Cottage and Garden, ditto	William White.			
Cottage and Weaving Shop, ditto	John Nicholson Elliot.			
Cottage and Nailer's Shop, ditto	Joseph Green.			
Cottage, ditto	Robert Burgess.			
Cottage, ditto	John Sparks.			
Cottage, ditto	Fletcher Holmes.			
Barn, ditto	William B. Frostick.			
Cottage, ditto	Agnes Greaves.			
Cottage and Garden, Globe Went, Cockermouth	Dinah Sanderson.			
Cottage and Garden, ditto	Eliza Huddart.			
Cottage and Garden, ditto	Widow Denwood.			
Stable and Hayloft, ditto	Little Grave.			
Cottage and Yard in South Street, Cockermouth	William Armstrong.			
Warehouse and Garden in Kirkgate, Cockermouth	John Pool.			
Cottage, ditto	Mary White.			
Cottage and Stable, ditto	John Gumpson.			
Cottage, ditto	John Burns.			
Cottage, ditto	William McMasters.			
Cottage, ditto	Ann Bunting.			
Cottage, ditto	James Thompson.			
Cottage, ditto	John Hannah.			
Cottage, ditto	John McAvoy.			
Cottage, ditto	Bella Harrison.			
Cottage, ditto	Patrick Dargen.			
Cottage, ditto	Mary Kane.			
Cottage, ditto	Tim Finnerty.			
Tool House, ditto	Wilkinson Gill.			
Cottage, ditto	Mary Furness.			
Cottage, ditto	Peggy Jackson.			



*The Leconfield Estate Act, 1863.*FIRST SCHEDULE—*continued.*

Description.	Occupiers.	Estimated Quantity.		
		A.	R.	P.
Eaglesfield Mill and Land - - - -	William Shaw - - - -	56	0	7
Brigham Allotment - - - -	John Harrison - - - -	27	1	28
Greysouthen Allotment - - - -	Late John Harris - - - -	29	2	11
Langthwaite Yeat - - - -	Joseph Watson - - - -	56	0	36
Lorton Allotment - - - -	Andrew G. Thompson - -	370	0	30
High House and Wilkin Syke - - - -	John Clark - - - -	92	3	4
Buttermere Woods - - - -	John Clark and in hand -	16	0	34
Cottage at Buttermere - - - -	John Clark. - - - -			
Whinfell Allotment - - - -	Henry Walters - - - -	17	3	26
PARISH OF GOSFORTH.				
Allotment on Gosforth Common - - - -	Anthony Benn Steward -	76	0	33
PARISH OF PONSONBY.				
Calder Allotment - - - -	Edward Stanley - - - -	5	2	8
PARISH OF MUNCASTER.				
The Fish Garths and Harbour Dues of Ravenglas and the Fisheries and Fishing Grounds in the Rivers Irt, Esk, and Mite, and a Boat House or Shed in the same Parish, or elsewhere.	Jane Scott.			
PARISH OF BROMFIELD.				
Part of New Mill Estate - - - -	William Briggs - - - -	61	3	0
Ditto of Crummock Bank - - - -	Mrs. Lattimer - - - -	44	0	31
PARISH OF ALLHALLOWS.				
Leesrigg and an Allotment of Common - - - -	John Clarke - - - -	82	0	0
PARISH OF ASPATRIA.				
Allotment on Aspatria West Moor - - - -	Joseph Hetherington -	29	1	0
PARISH OF WIGTON.				
Wigton Great Mill - - - -	William Telford - - - -	0	0	6
Dwelling House at Market Hill - - - -	Ditto ditto - - - -	0	0	7
Wigton Little Mill - - - -	William Davidson - - - -	0	0	5
Tolson Greenmire - - - -	Robert Forster - - - -	5	2	30
Land in Colemire - - - -	R. Stoddart - - - -	1	0	37
Ditto ditto - - - -	Joseph Wood - - - -	5	3	2
Cottage at Market Hill - - - -	Matthew Blackburn - -	0	0	8
Part of Crummock Bank and Moiety of Cuthbert Close	Mrs. Lattimer - - - -	213	3	2
A Close on Longthwaite Pasture - - - -	William Telford - - - -	8	1	0
Moiety of Cuthbert Close - - - -	William Briggs - - - -	9	1	29
Part of New Mill Estate - - - -	Ditto - - - -	38	1	0



*The Leconfield Estate Act, 1863.*FIRST SCHEDULE—*continued.*

Description.	Occupiers.	Estimated Quantity.		
		A.	R.	P.
PARISH OF DEAN.				
Farm at Ullock	William Walker	95	1	27
Allotment of Pardshaw Cragg	Thomas Robinson	38	2	33
Ullock Mill and Land	William Southward	8	0	0
Dean Allotment	John Dickinson	192	2	17
PARISH OF SAINT JOHN'S, BECKERMONT.				
Carleton Moor Plantation	In hand	11	0	39
PARISH OF CROSTHWAITE.				
Braithwaite Mill	Messrs. Dover	0	1	0
PARISH OF EGREMONT.				
Cottage at Egremont	James Miller	0	0	35½
Tanhouse and Tanyard and Mill	Henry Mossop and Son	0	0	2
Egremont Great Mill	John Rooke	0	0	18
PARISH OF CLEATOR.				
Part of the Allotment on Dint	Henry Attwood	6	2	29
Ditto ditto	James Russell	14	2	16
Ditto ditto	Henry Steele	26	0	0
Ditto ditto	John Simpson	2	2	10
PARISH OF CROSS CANNONBY.				
Birkby Allotment	Isaac Sibson	4	2	0
PARISH OF BRIDEKIRK.				
Broughton Mill, House and Land	Peter Norman	0	3	34
Part of Broughton Allotment	John Collins	25	0	8
Ditto ditto	Joshua Gibson	24	3	32
PARISH OF CALDBECK.				
Caldbeck Mill	William Mattinson	0	0	13
A Building on the Waste and Land	Thomas Wilson	0	0	26
Two Cottages at Heskett Newmarket	Ann Porter and Amelia Lamb.	0	0	2
PARISH OF CROGLIN.				
Croglin Mill, House and Land	Joseph Slater	8	3	36
Croglin Allotment	James Thompson	340	1	25
Lord's Wood	Thomas Mulcaster	2	1	16
The Manor or reputed Manor of Croglin, with its Quit and other Rents, Rights, Royalties, and Appurtenances;				



*The Leconfield Estate Act, 1863.*FIRST SCHEDULE—*continued.*

Description.	Occupiers.	Estimated Quantity.		
PARISH OF WESTWARD.		A. R. P.		
Intack Farm - - - - -	Francis Richardson -	40	0	0
Lodge Bridge Allotment - - - - -	Thomas Sheffield -	9	1	32
Land at Reathwaite - - - - -	William Mallison -	8	1	19
Part of Reathwaite - - - - -	Arkleby Jennings -	84	2	19
Longwath and Intack Head and Cottages at ditto -	Mrs. Foster -	364	0	0
Herbage at Rosley Hill, with the Tolls and Stallage of the Fair.	Ditto -	42	0	0
Rosley Meadow - - - - -	Edward Bewley -	9	1	27
Cottage and Land at Cowslow - - - - -	Thomas Taylor -	1	3	0
PARISH OF SAINT BEES.				
Kennyside Mill, House and Land - - - - -	John Simpson -	1	3	30
PARISH OF BOLTON.				
Bolton Hall and Kings Closes - - - - -	Ann Bell -	137	2	31
Bolton Mill, House and Land - - - - -	John Bell -	7	2	38
Treby Mill, House and Land - - - - -	Robert Cow -	5	0	36
Bolton Wood Lane - - - - -	Noah Simpson -	22	2	8

By reason of the Nature of the Property, or the imperfect Evidence of the Boundaries, some of the Quantities specified in these Schedules can only be approximately stated, and whenever there may be an Excess in Quantity of any Tenement not exceeding One Tenth Part of the Quantity set opposite such Tenement, no Objection shall be made in respect of such Excess, but it shall be held to be within the Powers of Sale and Exchange by this Act authorized.

*William J. Clutton.*  
*Henry G. Brydone.*



*The Leconfield Estate Act, 1863.*

## The SECOND SCHEDULE.

Situation.	Description.	Occupiers.	Quantity or thereabouts.		
Township of Gribthorpe in the Parish of Bubwith in the East Riding of Yorkshire.	Cottage and Garden - -	Green, Robert -	A. R. P. 0 0 30		
	Farmhouse and Land - -	Jenkinson, Edward -	330 3 21		
	Ditto - -	Nickols, Richard -	305 2 13		
	Cottages and Gardens - -	Overseers of the Poor	0 1 0		
	Farmhouse and Land - -	Pindar, Joseph Naylor	204 0 9		
	Cottage and Garden - -	Whittam, Robert -	0 0 30		
	<hr/> <b>A 841 0 23</b> <hr/>				
The apportioned Rentcharge, amounting to the Sum of 17. 12s. 5d., in lieu of the Tithes arising out of certain Lands containing 24a. 1r. 35p., and described in the Tithe Apportionment as belonging to George Eland, and occupied by William Moseley.					

*William J. Clutton.  
Henry G. Brydone.*

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1863.