



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. 1.

An Act to enlarge and amend the Powers and Provisions relating to the Management and Improvement of the Property subject to the Trusts of the Will of the Most Noble *Francis* late Duke of *Bridgewater*. [5th July 1865.]

WHEREAS an Act was passed in the Session of Parliament 14 & 15 Vict. holden in the Fourteenth and Fifteenth Years of Her Majesty c.12. (*Priv.*) (hereafter referred to as "the Act of 1851"), "to enable the Trustees of the Will of the Most Noble *Francis* late Duke of *Bridgewater* to make Conveyances in Fee or Demises for long Terms of Years of his Trust Estates, and more effectually to administer the Trusts of the Will of the said Duke," and the said Act recites the said Will, bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and three, a Codicil thereto of the same Date, and the Death of the said Duke in *March* One thousand eight hundred and three, and various Acts of Parliament relating to the said Trust Estates which had been passed between the Death of the said late Duke and the passing of the said "Act of 1851," and also recites the main Dealings with the Trust Estates during that Interval; and by the said Act the Powers of
[*Private.*] a 2 leasing,

The Bridgewater Estates Act, 1865.

leasing, selling, granting, and conveying, and all other Powers and Provisions contained in an Act passed in the Session of Parliament held in the Third and Fourth Years of Her Majesty, Chapter 35 (Private), (herein-after referred to as "the Act of 1840,") were extended to all the Hereditaments comprised in the First Schedule to the Act of 1851 which from Time to Time might be subject to the Trusts of the said Will of the said *Francis* late Duke of *Bridgewater*, and to all the Hereditaments vested in the Company of Proprietors of the *Mersey and Irwell* Navigation, and specified in the said First Schedule to the same Act; and the Power of granting Leases of Quarries of Stone, Coal Mines, or Seams of Coal, Iron, Ironstone and Coal, accompanying the same, and other Minerals or Wayleaves connected therewith, was thereby enlarged and altered as therein mentioned; and by the same Act the Leases or Sales in pursuance of the Powers therein contained or referred to of any of the Hereditaments comprised in certain Mortgage Securities herein-after mentioned, for securing a certain Sum of Four hundred and two thousand Pounds and Interest, were made good and effectual as against the Mortgagees; and in the same Act are contained Provisions giving to the Mortgagees the Benefit of the Rent or Rent-charge reserved on any such Lease or Sale, or otherwise protecting the Interests of the Mortgagees; and by the same Act the Trustees or Trustee for the Time being of the said Trust Estates were and was empowered, during the like Period, and with the like Consent as in the Act of 1840 mentioned, with respect to the Leases and Conveyances to be made or granted thereunder, to grant Rights to make Roads or Sewers to Owners or Occupiers of Lands adjoining to or connected with the Trust Estates, and to give Rights of Entry or other Rights in and over the same, which the said Trustees or Trustee might consider beneficial to the Administration of the Property subject to the Trusts of the said Will; and by the Act of 1851 the said Trustees or Trustee during such Time and with such Consent as aforesaid were empowered to grant by way of Lease Rights to have, use, or take Water flowing or springing through, upon, or over any of the said Trust Estates, and also Wayleaves or Waterleaves, Canals, Watercourses, Tramroads, Railways or other Ways, Paths or Passages, either subterraneous or otherwise, Storeyards, Wharves, or other Easements or Privileges in, upon, out of, or over the said Trust Estates, for any Term of Years not exceeding Ninety-eight Years, to take effect in possession; and by the same Act the said Trustees or Trustee were and was empowered, with such Consent and during such Period as aforesaid, to accept from other Persons any such Leases of Easements, Privileges, Waterleaves or Wayleaves through or over any Lands or Hereditaments adjoining or adjacent to any of the said Trust Estates, on any such Terms, and subject to any such Covenants,
Rents,

The Bridgewater Estates Act, 1865.

Rents, and Restrictions, as therein mentioned, and to execute Counterparts of such Leases; and by the same Act the said Trustees or Trustee were and was empowered, during such Time and with such Consent as aforesaid, to accept for the Benefit of the said Trust Estates any Lease of any Colliery, Mine, Quarry, Right of Way, or other Property whatsoever, and to enter into any Contract for any such Lease, or to enter into any Contract with any Carrier, Railway Company, or any Person or Persons whomsoever, relating to any Matters or Things whatsoever concerning or connected with the Administration of the Trust Estates, Collieries, Canal, and Trade, and to work all such Collieries, Quarries, or Mines, and also to work any other Collieries or Quarries for the Time being subject to the Trusts of the said Will, and to lay down and erect any Buildings, Works, or Ways, and to remove the same, and dispose of the Materials thereof for the Benefit of the said Trust Estate, and also acquire or purchase, out of any Monies belonging to the said Trust (and not applicable to Income), all or any Property or Effects which should be necessary or desirable for the due Administration of the said Trust, and generally the said Trustees or Trustee were and was thereby authorized in the Administration of their aforesaid Trust to do all such Matters and Things whatsoever and enter into any such Contracts as they or he, with a fair and honest Discretion, might consider necessary to be done in the Execution of the Trusts of the said Will, and all such Matters and Things as should be done in pursuance of that Provision should be taken to have been done in all respects as if they were expressly authorized by the Trusts, Powers, and Authorities of the said Will; and by the same Act the said Trustees or Trustee were and was empowered, subject to such Restrictions as therein mentioned, during such Time and with such Consent as aforesaid, to lease the Canal devised by the said Will of the said *Francis* late Duke of *Bridgewater*, and all other Canals or Ways for the Time being subject to the Trusts of the said Will, including the said *Mersey and Irwell* Navigation, or any of them, or the Rates and Dues arising or to arise in respect of the said Canals and Navigation or any of them, with or without any Wharfs, Warehouses, or Hereditaments, Parts of the said Trust Premises, and convenient to be held with the said Canals or Navigation, for any Term of Years not exceeding Thirty Years; and by the same Act Powers were conferred on the said Trustees or Trustee, subject to such Restrictions as therein mentioned, during such Period and with such Consent as aforesaid, and in addition to any general Powers therein-before contained, to enter into any such Contract or Agreement as therein mentioned with the Proprietors of any other Canal or the Proprietors of any Railway communicating with or forming a Part of the Communication between any Town or Place upon the Line or in the Neighbourhood of the said Canal or Navigation,

[*Private.*]

b

gation,

The Bridgewater Estates Act, 1865.

gation, or either of them, and any other Town or Place which might in the Opinion of the said Trustees or Trustee be advantageously connected with the said Canal and Navigation, and also with common and other Carriers, and to exchange or grant all or any Part of the Rates, Tolls, and Dues in respect of the said Canals or Navigation, or the said Canal or Navigation, or any of the Shares therein, with any Wharfs or Hereditaments convenient to be held therewith, for or in consideration of any Sum or Sums of Money, and generally to make and enter into any other such Contracts as therein mentioned with the Proprietors of any such other Canal or such Railway as aforesaid, and with any common or other Carriers; and by the same Act the said Trustees or Trustee were and was empowered, during such Time as aforesaid, but at their or his sole Discretion, to borrow at Interest not exceeding One hundred and fifty thousand Pounds, in addition to the Sums of Four hundred and two thousand Pounds and One hundred and sixty-two thousand Pounds which they had been theretofore authorized to borrow, upon Security of all or any of the said Trust Estates, and either including the Shares in the said *Mersey and Irwell* Navigation (which Shares had become subject to the Trusts of the said Will, as in the same Act appears), or any of them, or not, as might be thought fit; and the Sums to be raised under the aforesaid Power were to be applied by the said Trustees or Trustee first in paying the Costs of raising the same, and next in and towards the Payment of the Expenses of improving the said *Mersey and Irwell* Navigation and the *Bridgewater* Canal or either of them, or of constructing or improving any Line of Locks or other Means of Communication between the said Navigation and the said Canal; and by the Act of 1851 the said Trustees or Trustee were and was required, out of the Income of the said Trust Estates (but subject nevertheless and without Prejudice to the Priority of the Securities granted or to be granted for the said Sum of Four hundred and two thousand Pounds), yearly and every Year, so long as the said Sum of One hundred and fifty thousand Pounds or any Part thereof should remain owing upon such Securities as therein mentioned, to set apart a Sum not less than an equal Twenty-fifth Part of the Monies borrowed under the Provisions of that Act, and for the Time being charged on the said Trust Estates, as or in the Nature of a Sinking Fund for providing for the Repayment of the Monies borrowed under the Provisions of that Act; and which Fund should be applied accordingly, at the Discretion of the said Trustees or Trustee: And whereas by an Indenture dated the Seventeenth Day of *July* One thousand eight hundred and fifty-two, and expressed to be made between the Earl of *Devon*, the Earl of *Carlisle*, and *James Loch* (the then Trustees of the Will of the said late Duke) of the First Part, *Francis* First Earl of *Ellesmere* of the Second Part, the said Earl

Indenture
dated 17th
July 1852.

The Bridgewater Estates Act, 1865.

Earl of *Carlisle* and *James Loch* of the Third Part, *George Loch* of the Fourth Part, *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter* of the Fifth Part, *William Slater* the elder of the Sixth Part, *Stephen Heelis* of the Seventh Part, and *William Slater* the younger of the Eighth Part, the Sum of Fourteen thousand one hundred and eighty-one Pounds secured by a certain Indenture of the Seventh Day of *December* One thousand eight hundred and forty-seven (executed under Power, in an Act of the Session holden the Fifth and Sixth Years of Her Majesty, Chapter Thirty (Private), herein-after referred to as "the Act of 1842,") to raise a Sum of Fifty thousand Pounds in manner and for the Purposes therein mentioned), and the Securities for the same Sum were, in consideration of the Sum of Fourteen thousand one hundred and eighty-one Pounds to the said Earl of *Carlisle* and *James Loch* paid by the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, assigned to and became vested in the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*; and by the Indenture now in recital, in consideration of the Sum of Thirty-five thousand eight hundred and nineteen Pounds (making together with the said last-mentioned Sum the said Sum of Fifty thousand Pounds) to the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch* paid by the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch*, in exercise of the said Power in the Act of 1842 contained, did demise and lease unto the said *William Slater* the elder, his Executors, Administrators, and Assigns, the Hereditaments and Premises comprised in the said Indenture of the Twentieth Day of *June* One thousand eight hundred and twenty-nine, to hold the same, with the Appurtenances, from the First Day of *July* One thousand eight hundred and fifty-two for the Term of Five hundred Years, if the several Lives upon which the said Premises respectively were then holden, or any renewed Life or Lives for which the same Premises respectively might be then holden under the Covenants for Renewal in the said Two several Leases respectively contained, or other the Terms of Years, Estate, and Interest of the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch*, their Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being of the said Will of the said *Francis* late Duke of *Bridgewater* in the same Hereditaments respectively should so long continue, for securing by way of Mortgage the Payment to the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, their Executors, Administrators, or Assigns, of the Sum of Thirty-five thousand eight hundred and nineteen Pounds, and Interest for the same; and by the said Indenture now in recital, in

Mortgage
Deed dated
20th June
1829.

The Bridgewater Estates Act, 1865.

in consideration of the Sum of Five thousand Pounds to the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch* paid by the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, all and singular the same Hereditaments and Premises, with their Appurtenances, were demised by the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch*, in exercise of the Power in the said last-mentioned Act contained for raising the Sum of Five thousand Pounds, unto the said *Stephen Heelis*, his Executors, Administrators, and Assigns, from the Second Day of *July* One thousand eight hundred and fifty-two for a similar Term of Five hundred Years, for securing by way of Mortgage the Payment to the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, their Executors, Administrators, or Assigns, of the Sum of Five thousand Pounds, and Interest for the same; and by the same Indenture, in consideration of the Sum of Thirty-five thousand Pounds to the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch* paid by the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, all and singular the same Hereditaments and Premises, with their Appurtenances, were demised by the said Earl of *Devon*, Earl of *Carlisle*, and *James Loch*, in exercise of the Power in the said last-mentioned Act contained for raising the Sum of Thirty-five thousand Pounds, unto the said *William Slater* the younger, his Executors, Administrators, and Assigns, from the Third Day of *July* One thousand eight hundred and fifty-two for a similar Term of Five hundred Years, for securing by way of Mortgage the Payment to the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter*, their Executors, Administrators, or Assigns, of the Sum of Thirty-five thousand Pounds and Interest for the same; and by the same Indenture it is declared by the said *Francis Aspinall Philips*, *Eleanora Atherton*, *James Hutchinson*, and *James Collier Harter* that the said several Sums of Fourteen thousand one hundred and eighty-one Pounds, Thirty-five thousand eight hundred and nineteen Pounds, Five thousand Pounds, and Thirty-five thousand Pounds, making together Ninety thousand Pounds, so advanced by them as aforesaid, had respectively been lent and advanced by them out of their own respective proper Monies in the several Shares and Proportions and in the Manner following; (that is to say,) the Sum of Twenty-nine thousand Pounds, Part thereof, by the said *Francis Aspinall Philips*, the Sum of Twenty thousand Pounds, a further Part thereof, by the said *Eleanora Atherton*, the Sum of Twenty-one thousand Pounds, a further Part thereof, by the said *James Hutchinson*, and the Sum of Twenty thousand Pounds, Residue thereof, by the said *James Collier Harter*:
 And whereas by "The *Bridgewater* Trustees Act, 1857," the Trustees for the Time being of the Will of the said *Francis* late Duke

The Bridgewater Estates Act, 1865.

Duke of *Bridgewater* were empowered to complete the Purchase agreed to be made by the Agreement therein recited of the Twenty-fifth Day of *May* One thousand eight hundred and fifty-seven of the *Runcorn and Weston Canal*, or the Hereditaments conveyed to and agreed to be purchased by *Francis* First Earl of *Ellesmere* for the same, and out of any Monies which might be borrowed by them in pursuance of the Act of 1851 to apply any Monies, not exceeding Forty thousand Pounds, in the Completion of the said Purchases, and making and completing the said Canal; and all the Powers by “*The Runcorn and Weston Canal Act, 1853,*” therein recited, given to *Francis* First Earl of *Ellesmere*, and the said Canal, and all the Premises so to be purchased and completed as aforesaid, were to be held by the Trustees of the Will of the said late Duke of *Bridgewater* on the Trusts by the said last-mentioned Will declared of the said *Bridgewater Canal* and other the Estates of the said late Duke vested in them; and for the Purpose of making the said *Runcorn and Weston Canal* the Trustees for the Time being of the Will of the said late Duke of *Bridgewater* were empowered to take and use any Lands belonging to them as such Trustees as aforesaid, and the said Trustees were to have all the Powers and Authorities by “*The Runcorn and Weston Canal Act, 1853,*” given to *Francis* First Earl of *Ellesmere* for carrying on and managing the said Canal: And whereas by an Indenture dated the Thirty-first Day of *August* One thousand eight hundred and fifty-seven, and made or expressed to be made between *John Goddard* Esquire of the First Part, *Thomas Varden, Sydney Lawrence,* and *Charles Rivaz,* Esquires, of the Second Part, *Joseph Gurney Barclay, Robert Buchanan Dunlop,* and Sir *Charles Rugge Price* of the Third Part, the Earl of *Carlisle, Robert Lord Ebury* (then and therein described as Lord *Robert Grosvenor*), and *Algernon Egerton* (the then Trustees of the said Will of the said late Duke) of the Fourth Part, *George Granville Francis* Second Earl of *Ellesmere* of the Fifth Part, and the Honourable *Francis Egerton* of the Sixth Part, the Sum of Thirty-nine thousand four hundred and ninety-six Pounds, borrowed under the Powers of the Act of 1842, and secured by an Indenture bearing Date the Fifteenth Day of *January* One thousand eight hundred and fifty, and the Securities for the same Sum, were assigned to and became vested in the said *Francis Egerton*: And whereas by a Deed Poll dated the Third Day of *December* One thousand eight hundred and fifty-seven the said *George Granville Francis* Second Earl of *Ellesmere* appointed *George Henry Charles Byng* (now commonly called Viscount *Enfield*) to be a Trustee under the Will of the said *Francis* late Duke of *Bridgewater*, in the Room of the Earl of *Carlisle*, who retired from the Trusts of the said Will: And whereas by an Indenture dated the Fourth Day of *December* One thousand eight hundred and fifty-seven, and expressed to be made

Indenture
dated 31st
Aug. 1857.

Appoint-
ment of G.
H. C. Byng
(Viscount
Enfield) to
be a Trustee
in the Room
of Earl of
Carlisle,
3d Dec.
1857.

Indenture
dated 4th
and 5th Dec.
1857.

[*Private.*]

c

between

The Bridgewater Estates Act, 1865.

between the said Earl of *Carlisle*, Lord *Ebury*, and *Algernon Egerton* of the First Part, the said Lord *Ebury*, *Algernon Egerton*, and Viscount *Enfield* of the Second Part, and *Richard Du Cane* of the Third Part, all such Parts of the Trust Estates then subject to the Trusts of the said Will of the said *Francis* late Duke of *Bridgewater* as were of Freehold Tenure were conveyed to the Use of the said Lord *Ebury*, *Algernon Egerton*, and Viscount *Enfield*, their Heirs and Assigns, for all the Estate and Interest therein of the said Earl of *Carlisle*, Lord *Ebury*, and *Algernon Egerton*, upon the Trusts of the said Will of the said *Francis* late Duke of *Bridgewater*, but subject to the Indentures of Mortgage therein and herein-before mentioned, and by virtue of the lastly herein-before recited Indenture, and of an Indenture endorsed thereon, and dated the Fifth Day of *December* One thousand eight hundred and fifty-seven, all such Parts of the said Trust Estates then subject to the Trusts of the said Will as were held by the said Earl of *Carlisle*, Lord *Ebury*, and *Algernon Egerton* for any Terms of Years, and all the Shares in the *Mersey and Irwell* Navigation then vested in them, were assigned to the said Lord *Ebury*, *Algernon Egerton*, and Viscount *Enfield*, upon the Trusts of the said Will, but subject to the Debts owing in respect of the same, and also subject to the said Indentures of Mortgage: And whereas by an Indenture dated the Twenty-third Day of *December* One thousand eight hundred and fifty-nine, and expressed to be made between *Francis Philips* (Executor of the said *Francis Aspinall Philips*, then deceased,) of the one Part, and *Mary Beatrice Philips* of the other Part, the said Sum of Twenty-nine thousand Pounds so advanced and lent by the said *Francis Aspinall Philips* as aforesaid, and secured by the herein-before recited Indenture of the Seventeenth Day of *July* One thousand eight hundred and fifty-two, and the Benefit of the Securities for the same, were assigned to and became vested in the said *Mary Beatrice Philips*: And whereas by an Indenture dated the First Day of *August* One thousand eight hundred and sixty-one, and expressed to be made between *James Collier Harter* of the one Part, and the said *George Granville Francis* Earl of *Ellesmere* of the other Part, the said Sum of Twenty thousand Pounds so advanced and lent by the said *James Collier Harter* as aforesaid, and secured by the herein-before recited Indenture of the Seventeenth Day of *July* One thousand eight hundred and fifty-two, and the Benefit of the Securities for the same, were assigned to and became vested in the said *George Granville Francis* Second Earl of *Ellesmere*: And whereas the said *James Hutchinson* died in the Month of *December* One thousand eight hundred and sixty-one, and on the First Day of *August* One thousand eight hundred and sixty-two the Sum of Twenty-one thousand Pounds was paid by the said Lord *Ebury*, *Algernon Egerton*, and Viscount *Enfield* unto *James Hutchinson*, *Edward Smalley Hutchinson*, and *Arthur Hutchinson*, the Executors
of

Indenture
dated 23d
Dec. 1859.

Indenture
dated 1st
Aug. 1861.

The Bridgewater Estates Act, 1865.

of the said *James Hutchinson* deceased, in full Satisfaction of all Principal, Interest, and other Monies, Claims, and Demands which they or their Testator were entitled to under or by virtue of the Securities given for securing the Payment of the Sum of Twenty-one thousand Pounds so advanced by the said *James Hutchinson* as herein-before mentioned: And whereas on the Fourth Day of *March* One thousand eight hundred and sixty-four the Securities for so much of a Sum of Four hundred and two thousand Pounds borrowed from Time to Time by the Trustees for the Time being of the said Will of the said late Duke, under the Powers of the Act of the Session holden in the Eighth and Ninth Years of Her Majesty, Chapter Twenty-nine (Private), herein-after referred to as "the Act of 1845," and secured by Mortgages bearing Date respectively the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, the Twenty-sixth Day of *December* One thousand eight hundred and fifty, and the Twenty-ninth Day of *December* One thousand eight hundred and fifty-two, as then remained owing, became vested in *Frederick Lord Chelmsford*, *Sir George James Turner*, *John Goble Blake*, and *Gathorne Hardy*: And whereas the Sum of Thirty-one thousand Pounds, Part of the Sum of Ninety thousand Pounds, the total Amount of the said Sums borrowed under the Act of 1842, remains unapplied to the Purposes therein mentioned in this Behalf, and it is apprehended that the same will not be required for those Purposes: And whereas no Part of the Sum of One hundred and sixty-two thousand Pounds by the Act of the Session holden in the Eleventh and Twelfth Years of Her Majesty, Chapter Twelve (Private), (and herein referred to as "the Act of 1848,") authorized to be borrowed for the Purpose of paying the Debts and Liabilities of the *Mersey and Irwell* Navigation Company, as therein mentioned, has been raised, but the said Debts and Liabilities have nevertheless been reduced to the Sum of Ninety-four thousand six hundred Pounds: And whereas no Part of the said Sum of One hundred and fifty thousand Pounds by the Act of 1851 authorized to be borrowed for the Purposes therein mentioned has been raised: And whereas it is apprehended that it may not be necessary to raise any Part of either of the said Sums of One hundred and sixty-two thousand Pounds and One hundred and fifty thousand Pounds for the Purposes to which the same are by the said Acts authorized to be applied, or, as regards Forty thousand Pounds, Part of the last-mentioned Sum, for the Purpose to which the same was made applicable under the *Bridgewater* Trustees Act, 1857, as herein-before mentioned: And whereas *Francis* First Earl of *Ellesmere* had Issue, besides the said *George Granville Francis* his eldest Son, Four Sons only, namely, *Francis Egerton*, the said *Algernon Egerton*, *Arthur Frederick Egerton*, and *Granville Egerton*: And whereas the said *Granville Egerton* died an Infant and a Bachelor: And whereas the said *George Granville Francis*

The Bridgewater Estates Act, 1865.

Francis Second Earl of *Ellesmere* died on or about the Nineteenth Day of *September* One thousand eight hundred and sixty-two, having had Issue Two Sons only, namely, *Francis Charles Granville*, now Earl of *Ellesmere*, and *Alfred John Francis Egerton*, both of whom are Infants under the Age of Twenty-one Years; and the said *George Granville Francis* late Earl of *Ellesmere*, by his Will dated the Twenty-seventh Day of *July* One thousand eight hundred and sixty-one, appointed his Wife *Mary Louisa* Countess of *Ellesmere* and the said *Francis Egerton* Guardians of his Children, and the said *Francis Egerton* and the Honourable and Reverend *John Thynne* (commonly called Lord *John Thynne*) Executors of his said Will: And whereas the said *Francis Egerton* is still a Bachelor: And whereas the said *Algernon Egerton* is married, but has no Male Issue: And whereas the said *Arthur Frederick Egerton* hath Issue Three Sons only, namely, *Granville George Algernon Egerton*, *Cecil Martin Egerton*, and *Claude Francis Arthur Egerton*, all of whom are Infants: And whereas the said *Francis Charles Granville* Earl of *Ellesmere* and *Alfred John Francis Egerton*, and the said Three surviving Sons of the said *Francis* First Earl of *Ellesmere*, and the said Three Sons of the said *Arthur Frederick Egerton*, are the only Persons now in being who are interested in the Estates held upon the Trusts of the said Will of the said *Francis* late Duke of *Bridgewater*, except the several Persons who have Interests under that Will which cannot take effect until after the Decease and Failure of Issue Male of the said *Francis Charles Granville* Earl of *Ellesmere* and *Alfred John Francis Egerton* and the said Three surviving Sons of the said *Francis* First Earl of *Ellesmere*: And whereas the present Superintendent under the said Will of the said late Duke is the said *Algernon Egerton*, and the present Trustees under such Will are the said Lord *Ebury*, *Algernon Egerton*, and Viscount *Enfield*: And whereas the Powers already possessed by the said Trustees or Trustee are found insufficient for managing the said Trust Estates to the best Advantage, and it would be greatly for the Benefit of the Parties interested in the said Trust Estates, as also of other Persons, if the Powers of the said Trustees or Trustee were enlarged and extended in manner herein-after mentioned, and if certain of the Powers vested and to be vested in the said Trustees were exerciseable by the said Superintendent, and if the Time to which annual Accounts are required by the said Will to be made up, and the Provisions of the said Will relating to Matters dependent thereupon, were altered, and it would also be of great Advantage to the said Trust Estates if so much of the Monies authorized to be borrowed under the herein-before mentioned Acts or any of them as has not been raised and applied for and to the Purposes thereby directed was allowed to be expended for other Purposes than those directed by the said Acts: And whereas the Leases, Conveyances, Exchanges, Assurances, and Contracts men-
tioned

The Bridgewater Estates Act, 1865.

tioned in the Schedule to this Act have been made, accepted, and entered into by the Trustees of the said Will, and although the same may not have been strictly authorized by the Powers of Management given by the said Will and the said Acts, the Trustees and the Superintendent considered it essential to execute, accept, and enter into the same for effectually and conveniently working and carrying on the Business and Affairs of the said Trust Estates, Collieries, Canal, and Trade, and did so in their honest Discretion as being requisite to the due Administration of the Trusts of the said Will, and therefore it is expedient that the same should be confirmed as herein-after mentioned: And whereas it is apprehended that the Powers and Provisions herein-after contained are consistent with the Scope of the said Will of the said *Francis* late Duke of *Bridgewater*, and moreover that, having regard to the peculiar Character of much of the Property, and its great Extent, and the unusually long Suspension under the Trusts of the said Will of the absolute Rights of Ownership, there are special Grounds for the said Powers and Provisions being granted and enacted, and the more especially so as the said *Francis* First Earl of *Ellesmere* and his said eldest Son the said *George Granville Francis* Second Earl of *Ellesmere* at divers Times heretofore allowed the said Trustees to employ large Sums of Money arising from the net Income of the said Trust Estates which they respectively would otherwise have been entitled to receive as Part of such Income: And whereas the Sum of Three hundred and forty-two thousand Pounds continues due to the said Lord *Chelmsford*, Sir *George James Turner*, *John Goble Blake*, and *Gathorne Hardy*, upon the aforesaid Securities for the said Sum of Four hundred and two thousand Pounds; and the said Sum of Thirty-nine thousand four hundred and ninety-six Pounds still remains due to the said *Francis Egerton* upon the said Security for the same; and the said Sums of Twenty-nine thousand Pounds and Twenty thousand Pounds still remain due to the said *Mary Beatrice Philips* and *Eleanora Atherton* respectively, and the said Sum of Twenty thousand Pounds still remains due and owing to the said *Francis Egerton* and Lord *John Thynne*, as such Executors of the said *George Granville Francis* late Earl of *Ellesmere* as aforesaid, upon the said Security for the same respectively; and the said Lord *Chelmsford*, Sir *George James Turner*, *John Goble Blake*, and *Gathorne Hardy*, and the said *Francis Egerton* and Lord *John Thynne*, as such Executors as aforesaid, are satisfied that the several Powers to be given to the said Trustees and Superintendent should, as regards the Hereditaments in the said Mortgage Securities to the Extent herein-after appearing, be exercised without their Consent or Concurrence as after mentioned: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Lord *Ebury* and Viscount *Enfield*, as such Trustees as aforesaid, the said

[Private.] d
Algernon

The Bridgewater Estates Act, 1865.

Algernon Egerton, not only as such Trustee and Superintendent as aforesaid, but also in respect of his own Interest under the said Will of the said late Duke of *Bridgewater*, the said *Francis Charles Granville* Earl of *Ellesmere* and *Alfred John Francis Egerton* by the said *Mary Louisa* Countess of *Ellesmere* and *Francis Egerton* their said Guardians, the said *Francis Egerton*, and the said *Arthur Frederick Egerton* on behalf of himself and his said infant Sons, 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:

Short Title.

1. This Act may be cited as "The *Bridgewater Estates Act, 1865.*"

Interpretation of Terms.

2. In this Act—

The Expression "the late Duke" means the said *Francis* late Duke of *Bridgewater* :

The Expression "the said Will" means the said Will of the late Duke :

The Term "Mine" includes Mines, Quarries, Layers,* Veins, Seams, Beds, Strata, and Springs of Iron, Ironstone, Coal, Cannel, Lead, Copper, Clay, Marl, Sand, Stone, Slate, Limestone, Salt, and other Rock, Brine, or other Minerals or Substances :

The Expression "the said Trustees or Trustee" means the Trustees or Trustee for the Time being acting in execution of the Trusts of the said Will :

The Expression "the Trust Estates" includes all Real and Personal Estate or Property, and all Powers, Rights, and Interests in Real or Personal Estate or Property for the Time being subject to the Trusts of the said Will, or vested in the Company of Proprietors of the *Mersey and Irwell* Navigation :

And the Expressions "the herein-before mentioned Acts" and "the said Acts" mean, unless such Meaning be inconsistent with or repugnant to the Context, the Act of 1840, the Act of 1842, the Act of 1845, the Act of 1848, the Act of 1851, and the *Bridgewater Trustees Act, 1857.*"

Duration, &c. of Powers conferred by this Act.

3. The Powers by this Act conferred on the said Trustees or Trustee are so conferred only during the Continuance of the Term of One hundred and twenty Years created by the said Will, and determinable as therein mentioned, and of the additional Term of Twenty Years thereby created, and afterwards, until the First Estate Tail in the Trust Estates is effectually barred, or a Conveyance in Tail has been made thereof by the said Trustees or Trustee to the Person then entitled to the First Estate Tail therein, and shall be exerciseable only with the Consent in Writing of the Person for the Time being entitled

The Bridgewater Estates Act, 1865.

entitled (subject to any Mortgage made or to be made) under the Trusts of the said Will to the Receipt of the Income of the Trust Estates if such Person is of the Age of Twenty-one Years, and free from Incapacity, but if not, then during the Minority or Incapacity or Disability of such Person with the Consent in Writing of his Guardians or Guardian or Committee of his Estate for the Time being, in the Order, in case of there being Guardians of different Descriptions, in which they are named in the said Will.

4. All such Powers (except Powers of absolute Sale without reserving a Rent, and of Exchange,) may be exercised in relation to any Hereditaments comprised in the several herein-before mentioned Mortgage Securities affecting the Inheritance of the Trust Estates, and respectively vested in the said Lord *Chelmsford*, Sir *George James Turner*, *John Goble Blake*, and *Gathorne Hardy*, and the said *Francis Egerton*, without the Concurrence of them respectively, or their respective Successors, Executors, Administrators, or Assigns; and all Leases, Conveyances, Assurances, Contracts, and Acts done in exercise of such Powers shall be effectual against such Mortgagees, their Executors, Administrators, and Assigns, but nevertheless (for the Purpose of giving the full Benefit to the Mortgagees, their Executors, Administrators, and Assigns respectively, of the Rents, Covenants, and Provisions reserved in any Lease, and on the Part of the Tenant to be paid, observed, and performed, and also of any Rent to be reserved or made payable in any Conveyance in Fee Simple at or subject to a Rent, and of the Powers and Covenants to be contained in any Grant or Limitation of or Security for such Rent, and of all Advantages and Benefits incident to the Reversion or intended to go along with the Rent reserved in any such Conveyance in Fee Simple,) the Rents, Covenants, and Provisions reserved by or contained in such Lease, and on the Part of the Tenant to be paid, observed, and performed, and the Reversion expectant on such Lease, and also the Rent to be granted, limited, or made payable in any such Conveyance as aforesaid, and the Powers and Covenants to be limited or entered into for securing the same Rent, or intended to go along with the same, shall, by virtue of this Enactment, be vested in the Mortgagees or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or any Person or Persons for the Time being claiming under them or him, in like Manner as such Rent, Reversion, Provisions, Powers, and Covenants would have been vested in case such Lease or Conveyance and Grant or Limitation of Rent respectively had been made pursuant to sufficient Powers in that Behalf immediately before the Execution of the respective Mortgages, or (in case there are more Mortgages than One affecting the same Property) immediately before the Execution of such One of them as is first in Order of Priority, and the Rents so to be limited, and

Leases, &c.
without
Concurrence
of Mort-
gagees.

The Bridgewater Estates Act, 1865.

and the Remedies and Covenants for securing the same, and the full Benefit thereof, and the Benefit of all other Provisions, Powers, and Covenants the Benefit whereof is incident to the Reversion or is intended to go along with the Rent, had accordingly been comprised in and assured by such Mortgages, and the Transfers or other Dealings therewith; and the Mortgagees, their Executors, Administrators, and Assigns, shall, and according to their Priority, in case of there being more than One Mortgage, for all Purposes be deemed the immediate Reversioners expectant on any such Lease of the Hereditaments comprised therein.

Counter-
parts to be
delivered to
Mortgagees.

5. The Mortgagees, or the Mortgagees first in Order of Priority, (as the Case may be,) their Executors, Administrators, and Assigns, shall be entitled to the Possession and be taken to be the Owners of the Counterpart of any such Lease, and also shall be entitled to the Possession, and be taken to be the Owners of the Grant or Limitation, or Counterpart of the Deed containing the Grant or Limitation of any Rent to be secured in any such Conveyance as aforesaid; but a Receipt, signed by an Agent of the Mortgagees, their Executors, Administrators, or Assigns, acknowledging that the Counterpart of a Lease, or (as the Case may be) a Grant or Limitation, or the Counterpart of a Deed containing the Grant or Limitation of such Rent, has been received by such Agent on behalf of the said Mortgagees, their Executors, Administrators, or Assigns, shall be conclusive Evidence that the Counterpart of such Lease or (as the Case may be) the Grant or Limitation, or the Counterpart of the Deed containing such Grant or Limitation of such Rent, has been delivered to the Mortgagees, their Executors, Administrators, or Assigns, and such Receipt shall effectually relieve the Lessee or Grantee in such Conveyance from being bound to see that such Delivery has been made to the Mortgagees, their Executors, Administrators, or Assigns, and such Agent of the Mortgagees, their Executors, Administrators, or Assigns, shall be entitled to a Fee of Ten Shillings for every Receipt signed by him as aforesaid.

Mortgagees
not to be
prejudiced
by Leases,
&c.

6. No Mortgage of any Hereditaments included in any Lease, Conveyance, Assurance, or Contract authorized by this Act, and of any Hereditaments not so included, shall as to such last-mentioned Hereditaments be affected by such Lease, Conveyance, Assurance, or Contract; and no such Lease, Conveyance, Assurance, or Contract shall, as to the Hereditaments included therein, affect any Mortgage thereof, except so far as necessary for giving Effect to such Conveyance, Lease, Assurance, or Contract; and it shall not be lawful for the said Trustees or Trustee to lease any Hereditaments comprised in any Mortgage affecting the Inheritance thereof, together with any Hereditaments not comprised therein, at or subject to One
Rent,

The Bridgewater Estates Act, 1865.

Rent, or to convey at or subject to a Rent any Hereditaments comprised in any such Mortgage together with any Hereditaments not comprised therein, at or subject to One Rent.

7. And whereas Doubts have arisen whether the Provisions of the said Will, or of any Acts of Parliament touching the Consent, Concurrence, Approbation, or Application of or any Act to be done by the Guardians or Guardian of the Person for the Time being entitled to the Receipt of the Income of the Trust Estates under the said Will, refer to the Guardians or Guardian of the Person who for the Time being would be so entitled if such Person were of the Age of Twenty-one Years: Be it enacted, That every such Provision in the said Will, or in any Act or this Act, shall be construed to refer to the Guardians or Guardian of the Person who would be so entitled if he were of the Age of Twenty-one Years with respect to Matters already done or hereafter to be done by such Guardians or Guardian.

Defining
the Term
"Guardian."

8. All the Powers conferred by the said Acts or any of them or this Act on the said Trustees or Trustee, for granting Leases or Conveyances subject to annual Rents of any Part of the Trust Estates, and which Leases and Conveyances respectively shall reserve annual Rents not exceeding in any Case Twenty Pounds, may be exercised by the Superintendent of the Trust Estates alone, but with the like Consent and subject to the like Restrictions with and subject to which such Powers are authorized to be exercised by the said Trustees or Trustee.

Certain
Powers of
Trustees
may be exer-
cised by
Superin-
tendent.

9. Every Lease, Conveyance, Exchange, Grant, or Contract under the Powers of this Act by the said Trustees or Trustee of the Hereditaments vested in the Company of Proprietors of the *Mersey and Irwell* Navigation may be executed and made by the said Trustees or Trustee, or the said Superintendent, as the Case may be, in like Manner as the like Instruments relating to Hereditaments vested in the said Trustees or Trustee upon the Trusts of the said Will, and shall be of like Effect as if the same were executed and made by the said Company under their Corporate Seal.

Leases, &c.
of Property
of the Mer-
sey and Ir-
well Navi-
gation Com-
pany good
although
not under
Corporate
Seal.

10. Subject to the Provisions of this Act, all Powers of leasing, selling, granting, exchanging, and conveying, and all other Powers and Provisions in the said Act of 1840 contained with reference to the Hereditaments comprised or mentioned in the First and Second Schedules thereto respectively, as the same Powers and Provisions are amended and enlarged by the said Act of 1851 and by this Act, shall extend to and be capable of being exercised over and in relation to any Part of the Trust Estates; and the Powers contained in Section 12 of the said Act of 1851 shall be capable of being exercised,

Powers of
leasing, &c.
in the first-
recited Act
extended.

[Private.]

e

not

The Bridgewater Estates Act, 1865.

not only in relation to the Companies and Persons therein mentioned or referred to, and the Canals and Navigation therein mentioned, and the Matters and Things connected therewith, but the said Trustees or Trustee, with respect to any Navigations or Canals or any Shares in any Navigations or Canals, and any Property connected therewith, or used for the Purposes of the Trade or Business thereof, for the Time being forming Part of the Trust Estates, may from Time to Time enter into the Contracts and make and execute the Exchanges and Grants mentioned or referred to in the said Section, with any Companies or Persons capable of entering into such Contracts, or of making or accepting such Exchanges or Grants; and any such Contracts, Exchanges, or Grants may be made for such Considerations in Money or otherwise as the said Trustees or Trustee may think fit.

Mining Lease may include Privileges over Parts of the Trust Estates not comprised in Lease.

11. The said Trustees or Trustee may, by any Lease of any Mine, grant all or any of the following Liberties, Licences, Privileges, Authorities, and Easements, to be exercised, enjoyed, and taken in, through, under, over, and upon any Land forming Part of the Trust Estates the Mine wherein or whereunder is not comprised in such Lease, as well as any Land the Mine within or under which is so comprised, which to the said Trustees or Trustee may appear proper for the convenient working of the Mine demised, either alone or in connexion with any other Mine; (that is to say,)

Wayleaves, Waterleaves, Roads, Paths, and other Passages and Storeyards and other Easements and Privileges in, through, under, upon, or over all or any Part of the Trust Estates to be mentioned in such Lease, to and for the Lessee, his Executors, Administrators, or Assigns, and his and their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term thereby granted, with or without Horses, Carts, Wains, Waggon, Engines, and Carriages, to take, lead, and carry, and also to deposit any of the Coals, Cannel, and other Minerals and Produce of the Mine, and all or any of the Rubbish and Refuse to be wrought, won, or gotten in or out of the Mine thereby leased, or any other Mine as aforesaid, and all other Articles, Matters, and Things used in Mining Operations:

Liberty, Licence, Privilege, and Authority to pull down, alter, vary, erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, Erections, Engines, Furnaces, Forges, Foundries, Canals, Watercourses, Tramroads, Railways, or framed Waggonways, Sideways, Batteries, Cuts, Telegraph Posts, Wires, and Apparatus, Inclined Planes, and other Roads or Ways, Weighing and other Machines, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to

The Bridgewater Estates Act, 1865.

to Time be necessary, expedient, or convenient for the standing, lying, and placing of Workmen, Workmen's Houses, Works, and Utensils, and for the working and carrying on of the Works of the Mine leased, or any other Mine as aforesaid, and for the taking, leading, or carrying away and depositing of the said Minerals, Rubbish, Refuse, and other Articles, Matters, and Things used in Mining Operations, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, and other Fences as may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Lands adjoining thereto, and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Tramroads, Railways, Waggonways, and Weighing and other Machines, at his or their Will and Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, Brick Earth, or Spar, for making or building such Houses or other Buildings or Works as aforesaid, or for the Purpose of selling or otherwise disposing thereof, and generally all such Power to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, converting, and smelting of Minerals, and for manufacturing and carrying away the same, as the said Trustees or Trustee may deem it necessary or expedient to give or grant, whether such Powers be of like Nature with the Liberties, Licences, Privileges, Authorities, and Easements respectively herein-before mentioned, or of any different Nature.

12. Any such Liberties, Licences, Privileges, Authorities, and Easements as are herein authorized to be granted by the said Trustees or Trustee by any Lease of any Mine forming Part of the Trust Estates may be granted by such Trustees or Trustee to any Person for the Time being holding any such Lease, or to any other Person, for such reasonable Consideration or Considerations as may be deemed expedient; and such separate Grant may be made for the like Term and otherwise in like Manner, as nearly as Circumstances permit, as if the same were a Lease of a Mine.

Mining Privileges may be granted by separate Instrument, and to Persons not being Lessees of Mines belonging to the Trustees.

13. By any Lease of any Mine, or any Liberties, Licences, Privileges, Authorities, and Easements for Mining Purposes, Power may be reserved for the said Trustees or Trustee, or other the Person or Persons for the Time being entitled in reversion, at their or his Option, to purchase the Mining Plant, Buildings, Steam Engines, and other Machinery from the Lessee, his Executors, Administrators, or Assigns, on the Expiration or Determination of the Lease.

On Grant of Lease of Mine or Mining Privileges, Power may be reserved to purchase Plant, &c. at Determination of Lease.

14. The

The Bridgewater Estates Act, 1865.

Commencement of Rent under Mining Lease may be deferred until Profit attainable.

14. The Commencement of any Rent reserved by any Lease of any Mine to be granted by the said Trustees or Trustee may be deferred until such Time after the Commencement of the Lease as to the said Trustees or Trustee may seem reasonable for affording to the Lessee, his Executors, Administrators, or Assigns, Opportunity to bore and sink, to open, and commence meanwhile the profitable working of such Mine; provided that the Rent to be so reserved shall in no Case be less than the best Rent which can reasonably be obtained for the demised Mine.

Powers in relation to Grant of Leases of Mines and Mining Privileges may be exercised where the Mines or Privileges only are vested in the Trustees.

15. All Powers by the said Acts and this Act, or any of them, conferred on the said Trustees or Trustee of leasing any Mine, or any Liberties, Licences, Privileges, Authorities, and Easements for the convenient working of any Mine, may be exercised in relation to any Mine vested in them or him which may be under Land not vested in them or him, and in relation to any Liberties, Licences, Privileges, Authorities, and Easements vested in or granted to the Trustees or Trustee for the Time being of the Trust Estates, or otherwise belonging thereto; and such last-mentioned Mine, Liberties, Licences, Privileges, Authorities, and Easements may also be leased conjointly with any Mine under, or any Liberties, Licences, Privileges, Authorities, and Easements in, through, under, over, or upon any Land the Surface of which is vested in the said Trustees or Trustee; provided that nothing in this Enactment contained shall enable the said Trustees or Trustee to confer any further or other Rights or Powers than could be exercised by them or him.

Power to grant in perpetuity, or for a Term, Privileges as to Use of Water, &c.

16. The said Trustees or Trustee may convey in Fee Simple, or lease for any Term not exceeding Nine hundred and ninety-nine Years in possession, all or any of the following Liberties, Licences, Privileges, Authorities, and Easements to be exercised, enjoyed, and taken in, through, under, over, and upon any Part of the Trust Estates; (that is to say,)

Licence to construct and maintain, at the Cost of the Grantee or Lessee, his Heirs, Executors, Administrators, or Assigns, and to use, any Water Bay at the Side of any Canal or any Reservoir communicating with or constructed across any Stream flowing through or situate upon the Trust Estates or any Part thereof, and to conduct Water from such Canal or Stream into such Bay or Reservoir, and to store up the same:

Licence to use any such Water Bay or Reservoir constructed or to be constructed at the Cost of the said Trustees or Trustee, or of any Grantee or Lessee of any Part of the Trust Estates, his Heirs, Executors, Administrators, or Assigns:

Licence

The Bridgewater Estates Act, 1865.

Licence to take and use Water from any such Canal, Stream, Reservoir, or Water Bay, but so as not to interfere prejudicially with the Navigation of any such Canal :

Licence to make and maintain, between any Manufactory, Mine, or other Works, and any such Canal, Stream, Reservoir, or Water Bay, such Communications as may be necessary or convenient for obtaining a Supply of Water to such Manufactory, Mine, or other Works with such Reservoirs in, upon, or near to such Manufactory, Mine, or other Works as may be necessary or convenient for securing at all Times a sufficient Supply of Water thereto :

Licence to lay down, maintain, repair, and renew Pipes, Soughs, Sewers, Tunnels, Conduits, and Sluices within any Part of the Trust Estates, for conveying Water, Salt, Brine, or other Fluids to and from Places situate either within or beyond the Limits of such Trust Estates :

And the said Trustees or Trustee may convey in Fee Simple or lease as aforesaid any other Liberties, Licences, Privileges, Authorities, and Easements whatsoever, in, through, under, over, or upon any Part of the Trust Estates, which such Trustees or Trustee may think fit ; and by any such Conveyance or Lease as aforesaid it may be made obligatory on the Grantee or Lessee, his Heirs, Executors, Administrators, or Assigns, to construct, lay down, execute, and maintain any Work, Matter, or Thing which might, under the Provisions herein-before contained, be authorized by the said Trustees or Trustee to be constructed, laid down, executed, and maintained respectively ; and such Liberties, Licences, Privileges, Authorities, and Easements may be granted by any such Conveyance or Lease, either with or without any Land which the said Trustees or Trustee may be authorized so to convey or lease.

17. Where any such Liberties, Licences, Privileges, Authorities, or Easements are conveyed or leased separately from any Land conveyed or leased by the said Trustees or Trustee, under any of the Powers conferred by the said Acts or any of them or this Act, there shall be reserved or made payable such Royalties or other Payments in respect of the Liberties, Licences, Privileges, Authorities, or Easements thereby granted as the said Trustees or Trustee may think conducive to the Interests of the Trust Estate ; and such Royalties or other Payments may be either fixed Sums or fluctuating Sums, to be payable at such Times and regulated and determined from Time to Time in any Manner the said Trustees or Trustee may think fit, and may be secured in such Manner as to the said Trustees or Trustee, having regard to the Nature of the Liberties, Licences, Privileges, Authorities, or Easements conveyed or leased in each Case, may seem practicable and proper ; and every such Conveyance or

Payments to be reserved on separate Conveyance or Lease of Water or other Privileges.

[Private.]

f

Lease

The Bridgewater Estates Act, 1865.

Lease may contain such Covenants, Agreements, Powers, Conditions, and Restrictions, by and on the Part of and in favour of and against the respective Parties thereto, as the said Trustees or Trustee may think fit, but shall be made or granted without any Fine, Premium, or Foregift being taken for the making or granting thereof.

Power to Trustees to accept Surrenders and Reconveyances, and Provisions for Surrender or Reconveyance may be inserted in Leases and Conveyances.

18. The said Trustees or Trustee may accept Surrenders of Hereditaments comprised in any Leases of any Parts of the Trust Estates, and accept Reconveyances of any Parts of the Trust Estates conveyed in Fee, at or subject to a Rent, whether such Leases or Conveyances were granted or made before or after the passing of this Act; and such Surrenders and Reconveyances may be on such Terms with respect to Remission of Liabilities already incurred and remaining undischarged, and otherwise in all respects, as the said Trustees or Trustee may see fit; and by any Leases or any Conveyances at or subject to Rents to be granted or made by the said Trustees or Trustee an Option may be given to the Lessee or Grantee, his respective Heirs, Executors, Administrators, or Assigns, to determine his and their respective Estates thereunder, in such Cases or Events and on such Terms and Conditions as may be thereby provided.

Property surrendered or reconveyed may be dealt with as it might have been originally.

19. Any Hereditaments comprised in the Surrender of any Lease surrendered, or in any Reconveyance made or to be made to the said Trustees or Trustee, may, subject to any Terms made as aforesaid on such Acceptance, or which may have been contained in the Lease or Conveyance in relation to the Determination thereof, be dealt with by the said Trustees or Trustee in like Manner in all respects as if no Lease or Conveyance had been theretofore made or granted thereof.

Power to grant Land as Sites for Churches, Parsonages, &c.

20. The said Trustees or Trustee may give or grant in Fee Simple or for any less Estate, either for or without valuable Consideration, or, except in the Case of a Church or Chapel, Churchyard or Chapelyard, if they see fit, subject to any Rent to be reserved by way of Use or otherwise, any Parts, not exceeding in any One Instance Two Acres of the Trust Estates, for the Purpose of being used as Sites for Churches or Chapels for Worship according to the Rites of the United Church of *England and Ireland* as by Law established, or of being used for or as Sites for Schools, Parsonages, or Residences of Schoolmasters or Schoolmistresses, and for Playgrounds, Gardens, or Curtilages thereto, and the same may be so given or granted in such Manner and upon such Terms and Conditions generally as to the said Trustees or Trustee may seem fit for securing the permanent or continued Appropriation thereof to the Purposes aforesaid.

21. The

The Bridgewater Estates Act, 1865.

21. The said Trustees or Trustee may acquire for an absolute or limited Estate or Interest, by Purchase, Lease, or otherwise, and either wholly or in part, for or in consideration of gross Sums, or for or in consideration of Chief or other Rents, Royalties, or periodical Payments, or wholly or in part in exchange for any Hereditaments, or for any Liberties, Licences, Privileges, Authorities, or Easements for facilitating the working of any Mine or otherwise, or for any Rents, Royalties, or Payments payable to the said Trustees or Trustee, and subject or without being subject to any existing Rent, Royalty, Payment, or Incumbrance, and generally on such Terms and Conditions as they or he may think proper, any Hereditaments, Liberties, Licences, Privileges, Authorities, or Easements which they or he may consider useful or beneficial to any Part of the Trust Estates, and may enter into such Covenants and Agreements on the Occasion of acquiring as aforesaid any Hereditaments, Liberties, Licences, Privileges, Authorities, or Easements as they or he may think fit, and they or he shall cause any Hereditaments, Liberties, Licences, Privileges, Authorities, or Easements so to be acquired to be vested in them or him upon the Trusts and subject to the Powers, whether statutory or otherwise, affecting the Trust Estates, but so nevertheless that on the Acquisition by such Trustees or Trustee of any Rent or Incumbrance affecting any Part of the Trust Estates the said Trustees or Trustee may permit or cause the same to be or become extinguished, or cause such Assurance to be made as to keep the same on Foot, as they or he may in each Case see fit.

Power to Trustees to acquire Land or Easements by Purchase, Lease, or otherwise.

22. The said Trustees or Trustee may, with such Consent in Writing as is herein-before prescribed, sell any Part of the Trust Estates, and whether belonging to the Trust Estates for an absolute Estate in Fee Simple or for any less Estate, and any Easements, Liberties, Licences, Privileges, Powers, or Authorities connected with or arising out of or affecting or to be granted or exercised in relation to the same Estates, or belonging thereto or acquired by the said Trustees or Trustee for the Benefit thereof, and any such Sale may be made wholly or in part for or in consideration of a gross Sum of Money, or any Chief or other Rent, either fixed or varying, or any Royalty or Payment to be reserved thereout or paid in respect of the same, and either to commence immediately or at any future Time, and to be redeemable or irredeemable, as may be provided; provided that the Powers contained in this Section shall not extend to *Worsley Hall*, and to such other of the Trust Estates (not being in the Hamlet of *Winton*) as are situate in the lower Division of the Township of *Worsley* to the Westward of the Turnpike Road leading from *Barton Bridge* to *Moses Gate*, nor to such of the Trust Estates in the higher Division of the Township of *Worsley* as are bounded on the East by the said Turnpike Road, or the West by

Power of absolute Sale.

Rosin

The Bridgewater Estates Act, 1865.

Rosin Lane, on the South by the lower Division of the Township of *Worsley*, and on the North by the Cartroad immediately contiguous to and North of the *Old Hall* Farm Buildings, and running from *Rosin Lane* aforesaid to the said Turnpike Road.

Leases and Conveyances may be made subject to Exception of Mines and Timber.

23. Any Lease or Conveyance of Land by the said Trustees or Trustee (whether such Conveyance be with a Reservation of Rent, or be made absolutely on any Sale or Exchange,) may be made subject to the Exception or Reservation of any Mine already found or discovered or to be found or discovered, and of any Timber growing or to grow on the same Land, and of such Liberties, Licences, Privileges, Authorities, and Easements for working the same Mine, and getting and disposing of the Minerals and other Substances found therein, and of cutting, felling, and carrying away such Timber, and otherwise in relation to the Mine or Timber reserved, as the said Trustees or Trustee may think fit, and of any Rights and Easements whatsoever in, through, over, or under the same Land, and may provide for the Payment of Compensation for Injury or Damage to be caused by the Exercise of any such Liberties, Licences, Privileges, Authorities, and Easements, to such Land and the Buildings or Machinery thereon, or the beneficial Occupation thereof respectively.

Persons taking on Sale, Exchange, or Lease may be required to enter into Covenants or submit to Restrictions.

24. The Purchaser or Person taking on or under any Sale or Exchange, or any Lessee, may be required to enter into any Covenants or submit to any Restrictions of any Description which the said Trustees or Trustee may deem beneficial to the Property not comprised in the Sale or Lease or not given in Exchange, or to the Property received in Exchange, or any Part thereof respectively, or otherwise expedient, and the Assurance or Lease of the Premises sold, exchanged, or leased may be made in such Manner and Form as may be expedient for giving Effect to every or any such Exception, Reservation, or Restriction.

Mines or Timber may be sold apart from the Surface.

25. The said Trustees or Trustee may absolutely sell any Mine or Timber separate, and apart from the Land or the Surface of the Land (as the Case may be), or, in the Case of a Mine, with Part only of the Land under which the same may be situate, and with such Liberties, Licences, Privileges, Powers, Authorities, and Easements for working the same Mine, or cutting, felling, and carrying away the same Timber, as the said Trustees or Trustee may think fit.

Certain Provisions of 23 & 24 Vict. c. 145. (Pub.) as to

26. The Provisions of Sections 1, 2, 3, 4, 5, 6, 7, and 9 of the Act of the Session holden in the Twenty-third and Twenty-fourth Years of Her Majesty, Chapter 145, shall be incorporated with this Act,

The Bridgewater Estates Act, 1865.

Act, and be applicable with respect to the Powers of absolute Sale and of Exchange conferred by this Act, as if such Provisions were repeated and re-enacted with apt Words so as to apply to such Powers of Sale and Exchange.

Powers of Sale and Exchange, incorporated.

27. All Monies which may become payable upon any such Sale of any Hereditaments as aforesaid, and which shall not be paid in or towards the Discharge of any Mortgage Debt, 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, to be there placed to an Account *ex parte* the Applicant in the Matter of "The *Bridgewater Estates Act, 1865*," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter 32, and the General Orders of the Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter 24.

Proceeds of Sale of Hereditaments to be paid into Bank, &c.

28. The Receipt of any Cashier of the Bank of *England* for any Money so paid into such Bank, and the Certificate of the Accountant General annexed, and filed therewith in the Register Office of the Court of Chancery, shall be an effectual Discharge for the Money thereby respectively acknowledged to be received; and after filing such Certificate and Receipt no Person liable to the Payment of such Money shall be answerable for the Misapplication or Nonapplication or be bound to see to the Application thereof.

Receipt of Cashier of Bank to be a Discharge to Purchasers.

29. Upon Petition or Motion to the Court of Chancery in a summary Way by the Person entitled to the Receipt of the Income of the Trust Estates, if such Person is of the Age of Twenty-one Years, and free from Incapacity, but if not then of such Guardians or Guardian or Committee as herein-before mentioned, or by any Mortgagee or Incumbrancer, the Court may order the Monies so paid in or any Part thereof to be paid out for any of the Purposes to which the same may be applicable, under the Provisions of the said Act of the Twenty-third and Twenty-fourth Years of Her Majesty, incorporated with this Act, or to be applied in the Purchase, Redemption, or paying off of the Land Tax or Tithe Rentcharge, or other Rents, Annuities, Mortgages, or other Incumbrances affecting the Trust Estates or any Part thereof, including the Bonds, Rents, or Incumbrances of the Company of Proprietors of the *Mersey and Irwell* Navigation, or in purchasing the Enfranchisement of any Part of the Trust Estates which may be of Copyhold or Customary Tenure.

Application of Proceeds of Sales of Hereditaments.

30. All Monies so paid into the Bank as aforesaid shall, until otherwise applied or invested, under the Order of the said Court, according to this Act, be laid out in the Purchase in the Name of

Interim Investment in Exchequer Bills.

[*Private.*]

g

the

The Bridgewater Estates Act, 1865.

the Accountant General of Exchequer Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in the Purchase in his Name of other Exchequer Bills.

Exchange of
Exchequer
Bills.

31. The said Court may make such General or Special Orders, if necessary, that whenever the Exchequer Bills in the Hands of the Accountant General are in course of Payment by Government, and new Exchequer Bills are issued, the new Bills may be received in exchange for the Bills in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange; and in that event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Deposit of
Exchequer
Bills.

32. All such Exchequer Bills shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until, upon Petition or Motion to the said Court in a summary Way, they are ordered to be sold by the Accountant General for completing any Purchase or for any other Purposes of this Act.

Profit on
Sale of Ex-
chequer
Bills.

33. If the Money to arise by the Sale of any Exchequer Bills exceeds the Amount of Money originally laid out in the Purchase thereof, then and in that Case only the Surplus which remains after discharging the Expenses of the Application to the Court shall be paid to the Person who would be entitled to receive the Rents of the Hereditaments directed to be purchased if the same were purchased and settled in pursuance of this Act, or his Representatives.

Orders of
Court as to
Costs.

34. The said Court from Time to Time, upon Petition or Motion in a summary Way, may make such Orders as the Court may think fit, for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank the Monies by this Act directed so to be paid, and in taking any such Monies out of the Bank, and in discharging Incumbrances, paying Money for Equality of Exchange, or investing any such Monies in any Purchase or otherwise, as by this Act authorized, and in investigating the Title to the purchased Hereditaments, or otherwise in carrying the Purposes of this Act into execution, and also may make such Orders as the Court may think just for Payment of all Costs, Charges, and Expenses out of the Monies paid into the Bank, or out of the Monies arising from the Sale of Exchequer Bills.

35. Any

The Bridgewater Estates Act, 1865.

35. Any Money received by the said Trustees or Trustee for Equality of Exchange may be applied in any Manner herein authorized with respect to Monies arising from the Sale of any Hereditaments, and any Money arising from any Sale of Timber shall be applicable in like Manner as if the same had been cut under the Powers conferred by the said Will.

Application of Monies received for Equality of Exchange, and of Proceeds of Sale of Timber.

36. So much of Section 1 of the Act of 1840 as requires the Execution of Counterparts of Conveyances in Fee and Leases therein mentioned, and Sections 2, 3, 6, 7, 8, 9, 11, 12, and 13 of that Act, shall extend and be applicable to all Conveyances, reserving a Rent, Royalty, or other Payment, and all Leases executed under this Act, and the Counterparts thereof, and any Proviso for Re-entry in any such Conveyance, and the Covenants in any such Conveyance or Lease, and shall accordingly extend to authorize Contracts to be entered into for making or granting such Conveyances or Leases, and to authorize other Grants, Leases, and Conveyances on Recovery of Possession under Powers of Re-entry in such Conveyances or Leases under this Act, or the Contracts for the same, and to authorize new Agreements and other Acts with reference to such last-mentioned Conveyances or Leases, and the Confirmation of such Conveyances or Lease, and also to prevent previous Contracts from forming Part of the Title under any such Conveyance or Lease, as if such Enactments were here repeated and re-enacted with apt Words for making the same applicable, agreeably to the Intent of this Provision.

Certain Enactments of 3 & 4 Vict. c. 35. (*Priv.*) extended to Conveyances at Rents and Leases under this Act.

37. The several Leases, Conveyances, Exchanges, Assurances, and Contracts mentioned in the Schedule to this Act shall be deemed to have been made, accepted, and entered into in pursuance of the Trusts and under the Powers of the said Will, or of the hereinbefore mentioned Acts or some of them, or otherwise conformably to sufficient Powers authorizing the Trustees or Trustee of the said Will to make, accept, and enter into the same, and they are hereby confirmed accordingly.

Confirmation of Leases, &c. in Schedule.

38. The said Trustees or Trustee may expend any Capital or Income of the Trust Estates, from whatever Source such Capital may have arisen, and notwithstanding any Provisions in the hereinbefore mentioned Acts or any of them, or this Act, in or about any of the following Purposes; namely,

Expenditure of Capital or Income authorized for Purposes herein mentioned.

They may expend such Capital in Enfranchising any Land of Copyhold or Customary Tenure forming Part of the Trust Estates, acquiring any Hereditaments, Liberties, Licences, Privileges, Authorities, or Easements herein authorized to be acquired by them or him:

Purchasing

The Bridgewater Estates Act, 1865.

Purchasing or relieving the Trust Estates or any Part thereof from any Chief or other Rent, or any Annuities, Mortgages, or other Incumbrance :

Laying out, constructing; or improving, on or connected with the Trust Estates, any open Spaces, Squares, Avenues, Roads, Streets, or Thoroughfares, Sewers and Sewerage Works, whether public or private, or any Bridges, Tunnels, Railways, Canals, Reservoirs, Waterways, Waterbays, or other Works, Communications, or Conveniences which they or he may deem it desirable to lay out, construct, or improve, in order the better to improve the Trust Estates, or to open up or give Access to any Land forming Part of the Trust Estates, which they or he may deem suitable for using or letting or which may be already let or used for building, manufacturing, or farming Purposes, or in order to enable or facilitate the working, either by the said Trustees or Trustee or any Person holding under them or him, of any Mine belonging to the Trust Estates, either absolutely or for any limited Estate or Interest :

Establishing Wharves or Stations at any Places in the United Kingdom or elsewhere for the Sale or Deposit of Coal or other Matters the Produce of the Trust Estates or connected with the Trade thereof :

Constructing and improving such Docks and other Works on the Rivers *Mersey* and *Irwell* or their Tributaries as the said Trustees or Trustee may deem requisite for the Convenience of the Trade connected with the Trust Estates, or the Improvement or Enlargement of the Navigation, or Enlargement or navigable Capacity of those Rivers or either of them, or of any Works connected with them or either of them :

Constructing, completing, and improving a Line or Lines of Locks and other necessary Works for connecting the *Bridgewater* Canal with the *Mersey and Irwell* Navigation :

Constructing or acquiring any Railway or Railways within, through, to, or from any Part or Parts of the Trust Estates which in the Opinion of the Trustees may be likely to develop or promote the profitable or advantageous working of the Trust Estates or any Part thereof, or the Trade of the Canals, Navigation, or Mines respectively :

Erecting, constructing, purchasing, or leasing Electric and other Telegraphs, for the more convenient Management of the Business of the Trust Estates :

Purchasing, either at the Expiration, or Determination of any Mining Lease or otherwise, any Plant, Buildings, Steam Engines, and Machinery used or required for the working of any Mine or other Purposes :

Purchasing,

The Bridgewater Estates Act, 1865.

Purchasing, constructing, or renewing, either alone or in connexion with other Parties, Locomotive Engines, Waggons, and other Plant, and Sea-going and other Vessels propelled by Steam or otherwise, for the more profitable and advantageous Management of the Trust Navigations, Canals, and other Property :

Building, rebuilding, and renewing, when necessary or desirable, any Warehouses, Houses, or other Buildings for the Time being forming Part of the Trust Estates :

Contributing towards any Expenditure for any of the Purposes aforesaid which may be executed or undertaken by other Parties alone, or jointly with the said Trustees or Trustee, and that as well by means of subscribing to the Capital of any Company or Partnership formed or incorporated, or to be formed or incorporated, for undertaking any of the Purposes aforesaid, as otherwise :

Subscribing or contributing to the Capital of any Company or Partnership formed or incorporated, or to be formed or incorporated, for acquiring or leasing any Portion of the Trust Estates :

They may expend any such Income in

Setting apart, annually or otherwise, any Sum or Sums of Money which the said Trustees or Trustee may deem necessary, and investing the same and the resulting Income thereof so as to accumulate at Compound Interest, for the Purpose of providing a Fund to cover all Losses and Damage by Fire, Tempest, or other Accident to any Building or other Structure, or the Machinery and other Things therein forming Part of the Trust Estates, or to any Merchandise in the Possession of the Trustees or Trustee as Carriers, Wharfingers, or Warehousemen, or for the Safety of which they may have become in any way responsible, or to any Sea-going or other Vessel, or to the Machinery of any Vessels, and which Fund may be applied at any Time thereafter, and at the Discretion of the said Trustees or Trustee, in rebuilding or reinstating all such Buildings and other Structures aforesaid, or in making good the Damage and Loss of any such Machinery, Vessel, or Merchandise which shall be destroyed or injured by Fire, Tempest, or otherwise :

Subscribing or continuing Subscriptions for the Maintenance and Support of Schools, Marine and other Churches or Chapels for the Use of Boatmen and other Servants or Tenants of the Trustees :

Contributing, periodically or otherwise, any Sum or Sums in aid of the Funds of any Society or Association established or which may be established for the Benefit or Advantage of the Officers, Clerks, Servants, and Workpeople employed by the said Trustees or Trustee upon or in connexion with the Trust

[Private.]

h

Estates,

The Bridgewater Estates Act, 1865.

Estates, or towards obtaining for any of the Officers, Clerks, Servants, or Workpeople of the Trustees from any properly constituted Benefit or other Society the Privileges of such Society.

Powers to vary Application of Money authorized to be borrowed under recited Acts.

39. The said Trustees or Trustee may apply all or any of the Monies now remaining in their Hands out of the Monies borrowed under any of the herein-before mentioned Acts, and any Money to be hereafter borrowed under any Powers conferred thereby, which have not been exercised or have not been exercised to their full Extent, in or about any Expenditure authorized by the said Will, or by the said Acts or any of them, or this Act; and the said Trustees or Trustee are and is hereby accordingly authorized to exercise any Powers of borrowing now remaining unexercised, or which have not been exercised to their full Extent, for providing Money for any such Expenditure.

On Discontinuance of working of Mines by Trustees, Plant, &c. may be sold.

40. The said Trustees or Trustee may, on discontinuing the working of any Mine, or at any other Time, sell all or any Portion of the Plant, Buildings, Steam Engines, and Machinery used or provided for the working thereof, and the Proceeds of Sale shall be accounted for and applicable as Part of the Monies arising from the Disposition of the Trading Stock or Floating Capital of the Trust Estates.

Surplus Income of Trust Estates may be applied during Minorities towards Payment of Charges on the Estates.

41. The said Trustees or Trustee may, during the Minority of the said *Francis Charles Granville* Earl of *Ellesmere*, and of any other Person for the Time being entitled to the Receipt of the Income of the Trust Estates under the said Will, or who would be so entitled if of the Age of Twenty-one Years, apply the whole or any Portion of the surplus Income of the Trust Estates (that is to say, any Portion of the Income thereof in excess of the yearly Sum payable to the Guardians or Guardian of the said Earl of *Ellesmere*, or other the Person so entitled as aforesaid, and the other Payments required to be made thereout,) in or towards Payment or Discharge of any Principal Monies for the Time being charged on the Trust Estates, or on the said *Mersey and Irwell* Navigation, or any Part thereof respectively, and may, where the Amount of such surplus Income in any Year cannot by reason of Insufficiency in Amount or otherwise be conveniently so applied, set apart and invest the same and the resulting Income thereof in or upon any of the Public Stocks or Funds or upon Real Securities in *Great Britain* or *Ireland*, or on Security of the Bonds or Mortgages of the Company of Proprietors of the *Mersey and Irwell* Navigation, so as to accumulate at Compound Interest until such Trustees or Trustee can conveniently apply the same and any Accumulation thereof in or towards such

[Blank] Payment

The Bridgewater Estates Act, 1865.

Payment or Discharge as aforesaid; and it shall not be lawful for the said Trustees or Trustee to reborrow any Sum of Money which they shall have paid off in pursuance of the Powers contained in this Section.

42. The Account by the said Will required to be annually stated by the Superintendent on or before the First Day of *February* shall be annually stated on or before the Thirtieth Day of *April* instead of the first-mentioned Day, and such Account shall be annually made up to the Thirty-first Day of *December*, on whatever Day of the Week the same may happen to fall, instead of the Twentieth Day of *December*, or such other Day as in the said Will mentioned in such Event as therein mentioned, and the Statement by the said Will required to be annually made out and delivered or sent by the Superintendent on or before the Twenty-fifth Day of *February* shall be so made out and delivered or sent on or before the Twenty-fifth Day of *May* instead of the Twenty-fifth Day of *February*, and the Twenty successive Days during which the Books of Account shall be open to Inspection, as in the said Will mentioned, shall be from the Third Day of *May* to the Thirtieth Day of *May*, instead of from the First Day of *February* to the Twenty-eighth Day of the same Month, and the Income or Share or Portion of Income belonging to any Person or Persons shall be payable on or before the First Day of *June* in every Year, instead of the First Day of *March*, as provided by the said Will; and the Provisions of the said Will appointing the Days or Times therein mentioned for the Purposes aforesaid respectively, and all Provisions therein auxiliary to or consequential upon such Appointment shall be read and construed as if in the said Will the Days or Times hereby substituted for the Days or Times therein appointed in relation to the Matters aforesaid had been appointed in relation to the like Matters respectively instead of the Days or Times therein mentioned.

Alteration of Times of making up, &c. Superintendent's annual Account, and of Payment of Income.

43. All the Costs and Expenses to be incurred in or about applying for and obtaining this Act shall be paid by the said Trustees or Trustee out of the Income of the Trust Estates.

Expenses of Act.

44. Nothing in this Act shall prevent the said Trustees or Trustee, or the said Superintendent, from exercising all and every of the Powers and Authorities contained in the said Will or any of the herein-before mentioned Acts in all respects as if this Act had not been passed; and any of the Powers and Authorities contained in this Act or any of the herein-before mentioned Acts may be exercised without specially referring to this Act or the said Acts.

Trustees may exercise Powers of former Acts.

45. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons, Bodies Politic and Corporate,

General Saving.

The Bridgewater Estates Act, 1865.

porate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Lord *Chelmsford*, Sir *George James Turner*, *John Goble Blake*, *Gathorne Hardy*, *Francis Egerton*, and the said Lord *John Thynne*, as such Executor as aforesaid, the said Lord *Ebury* and Viscount *Enfield*, as such Trustees as aforesaid, the said *Algernon Egerton*, the said *Francis Charles Granville* Earl of *Ellesmere*, and *Alfred John Francis Egerton*, and the said *Mary Louisa* Countess of *Ellesmere*, Guardian of the said Earl of *Ellesmere*, and *Alfred John Francis Egerton* as such Guardian, the said *Arthur Frederick Egerton*, and the Persons who are or shall be or shall answer the Description of Heirs Male of the respective Bodies of the said *Francis Charles Granville* Earl of *Ellesmere*, *Alfred John Francis Ellesmere*, *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton*, and the Persons who are or shall be or shall answer the Description of right Heirs of the said *George Granville* late Duke of *Sutherland*, and all Persons to whom any Estate, Right, Title, and Interest at Law or in Equity of, into, or out of the Trust Estates or any of them, or any Part or Parts thereof, under or by virtue of the said Will or the said Codicil thereto, or a certain Indenture dated the Thirty-first Day of *August* One thousand eight hundred and three, and made or expressed to be made, the Right Honourable *Charles Long* of the First Part, the Earl of *Bridgewater* of the Second Part, and Sir *Archibald Macdonald*, *Edward* late Archbishop of *York*, then Bishop of *Carlisle*, and *Robert Haldane Bradshaw*, of the Third Part, or the Trusts by or under the herein-before mentioned Acts or any of them created by reference to the said Will, has been devised, bequeathed, or limited, or has devolved or descended, or shall devolve or descend,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, from, or out of the Hereditaments and Property affected by this Act, or any Part or Parts thereof, as they respectively had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been made.

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

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

The Bridgewater Estates Act, 1865.

SCHEDULE.

CONVEYANCES, &c. TO THE BRIDGEWATER TRUSTEES.

Date.	Parties.	Nature of Assurance or Contract.
1858, November 23 -	Dr. Anderton to Bridgewater Trustees.	Assignment (by way of Exchange) of Land in Farnworth for Residue of Term of 999 Years, to form an Extension of Bridgewater Street.
1859, March 3 -	Bridgewater Trustees to Dr. Anderton.	Agreement or Declaration as to certain Streets or Roads in Farnworth.
1860, April 25 -	Messrs. Chadwick to Bridgewater Trustees.	Conveyance in Fee of a Plot of Land, Chief Rent of 34 <i>l.</i> 15 <i>s.</i> 0 <i>d.</i> , and Hereditaments in and arising in or near Minshull Street, Manchester; reserved Chiefs 138 <i>l.</i> 0 <i>s.</i> 0 <i>d.</i> and 74 <i>l.</i> 10 <i>s.</i> 0 <i>d.</i>
1864, May 9 -	Messrs. Jackson to Bridgewater Trustees.	Surrender of Land in Hulme.
1852, September 21 -	Samuel Brooks to Bridgewater Trustees.	Conveyance in Fee of Land at Sale; Chief reserved 30 <i>l.</i> 5 <i>s.</i> 0 <i>d.</i>
1852, September 21 -	Same to Same - - -	Deed of Indemnity in case of Right of Way being claimed.
1857, January 13 -	Samuel Brooks to Bridgewater Trustees.	Demise of Land at Sale for 900 Years; reserved Chief 45 <i>l.</i> 8 <i>s.</i> 6 <i>d.</i>
1857, January 13 -	Same to Same - - -	Demise of Land and Buildings at Sale for 900 Years; reserved Chief 40 <i>l.</i> 6 <i>s.</i> 3 <i>d.</i>
1860, June 13 -	Same to Same - - -	Release (mutual) of certain Covenants contained in 2 last-mentioned Demises.
1855, September 13 -	Earl of Stamford and Warrington to Bridgewater Trustees.	Conveyance in Fee of Lands in Altrincham, subject to Chiefs amounting to 67 <i>l.</i> 7 <i>s.</i> 8 <i>d.</i>
1854, January 21 -	Earl of Ellesmere to Bridgewater Trustees.	Conveyance of Land called Hitchclough, at Runcorn, then subject to a Chief of 80 <i>l.</i> (this Chief was purchased by the Bridgewater Trustees, 6 December 1861).
		Land and Buildings at Runcorn, late Brundrit, Whiteway and Foster, Chief reserved 50 <i>l.</i> 11 <i>s.</i> 6 <i>d.</i>
		Land and Buildings at Runcorn, late Collins's, Devizes.
		Strand of River Mersey.
1851, June 24 - - -	Francis Charlton to Bridgewater Trustees.	Grant and Demise of Right and Privilege to make and maintain a Railway over Lands in Little Hulton, Term 100 Years.

Fereday Smith.

*The Bridgewater Estates Act, 1865.*BUILDING LAND DEMISES FOR LONG TERMS OF YEARS AND CONVEYANCES
IN FEE GRANTED BY THE BRIDGEWATER TRUSTEES TO THE FOLLOWING
PERSONS.

Date.	To whom Demise or Conveyance granted.	Description of Demise or Conveyance.
1844, May 20 - -	John Monks and others	Demise of Land in Newtown in Worsley for 999 Years.
1852, December 25 -	Edwin Boden	Conveyance in Fee of Land in Hulme.
1853, March 25 - -	Thomas Marsden	Conveyance in Fee of Land in Barton.
1853, June 24 - -	Kershaw and Sidebottom	Conveyance in Fee of Land in Hulme.
1853, September 29 -	George Harrap	Conveyance in Fee of Land in Hulme.
1853, November 10 -	J. F. Moore and H. Blair	Conveyance in Fee of Land in Barton.
1854, September 21 -	Edwin Boden	Conveyance in Fee of Land in Hulme.
1854, December 25 -	R. and E. Ormerod	Demise of Land in Hulme for 999 Years.
1858, July 31 - -	Dyson and Winter	Demise of Land in Little Hulton for 999 Years.
1859, November 25 -	Samuel Hurst	Demise of Land in Little Hulton for 999 Years.
1860, February 29 -	Edwin Boden	Conveyance in Fee of Land in Hulme.
1861, November 6 - -	Briercliffe and Ridyard	Demise of Land in Little Hulton for 999 Years.
1862, May 12 - -	J. W. Whittaker	Demise of Land in Worsley for 999 Years.
1862, June 24 - -	William Walker	Demise of Land in Worsley for 999 Years.
1863, March 25 - -	W. and J. Almond	Demise of Land in Farnworth for 999 Years.
1863, March 25 - -	John Hindley	Demise of Land in Farnworth for 999 Years.
1863, March 25 - -	Enoch Holt	Demise of Land in Pennington for 999 Years.
1863, March 25 - -	Robert Briercliffe	Demise of Land in Farnworth for 999 Years.
1863, March 2 - -	Samuel Hurst	Demise of Land in Little Hulton for 999 Years.
1863, December 26 -	James Derbyshire	Demise of Land in Hulme for 999 Years.
1863, November 3 - -	William Hardman	Demise of Land in Farnworth for 999 Years.
1863, October 29 - -	Isabella Tuer	Demise of Land in Farnworth for 999 Years.
1864, June 24 - -	Edwin Boden	Conveyance in Fee of Land in Hulme.
1864, June 24 - -	Robert Crook	Demise of Land in Farnworth for 999 Years.
1864, September 13 -	Henry and Richard Crawshaw	Demise of Land in Farnworth for 999 Years.

Fereday Smith.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.