



CHAPTER 1.

An Act to authorise the Sale of the Furniture, Tapestry, Plate, and other Chattels bequeathed by the Will of the late Gregory Gregory, Esquire, deceased, as Heirlooms, and to declare the Trusts of the Proceeds of such Sale; and for other purposes. A.D. 1877.

[12th July 1877.]

WHEREAS Gregory Gregory, late of Harlaxton Manor House, in the county of Lincoln, Esquire, deceased (herein-after called "the testator"), duly executed his last will dated the twenty-second day of November one thousand eight hundred and forty-eight, and thereby, after giving several legacies, gave and bequeathed unto Ichabod Charles Wright and John Gregson, their executors and administrators, all the furniture and linen, tapestry, buhl, marbles, statues, bronzes, ormolu, ornamental china, and alabasters, plate and plated articles, books, pamphlets, paintings, pictures, prints, and drawings, with their frames and glasses, and all maps which should be in or about the said Harlaxton Manor House at the time of his death, and of which he had power to dispose, to hold to the said Ichabod Charles Wright and John Gregson, their executors and administrators, exempted, exonerated, and discharged (so far as the testator was capable of exempting, exonerating, and discharging the same at law or in equity) of and from the payment of his debts and funeral and testamentary expenses, and from the legacy stamp duty in respect of the same, but nevertheless upon and for the several trusts, intents, and purposes therein-after expressed and declared of and concerning the same; and the testator thereby bequeathed unto the said Ichabod Charles Wright and John Gregson, their executors and administrators, all his personal estate and effects whatsoever and wheresoever not therein-before specifically bequeathed, upon trust that they the said Ichabod Charles Wright and John Gregson, and the survivor of them, and the executors and administrators of such survivor, should, as soon as conveniently might be after his decease,

Will of Gregory Gregory, Esq., dated 22nd of November 1848.

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convert the same into money, and should with and out of the moneys thence arising pay his just debts and funeral and testamentary expenses and pecuniary legacies, and the legacy stamp duty payable in respect of his legacies (as well specific as pecuniary), and also the legacy stamp duty payable in respect of the annuities therein-after given, and should exonerate and discharge his personal estate therein-before specifically bequeathed of and from such debts, funeral and testamentary expenses, legacies, and legacy stamp duty, and should stand possessed of the residue or surplus (if any) of such moneys upon and for the several trusts, intents, and purposes therein-after expressed and declared of and concerning the same; and in case the moneys to arise as aforesaid from the sale and conversion into money of his personal estate not specifically bequeathed should not be sufficient to make the payments and answer the purposes aforesaid, then the testator thereby subjected and charged all his real estates therein-after devised with the payment of such deficiency, and which should accordingly be raised out of his said real estates in manner therein-after directed; and the testator thereby gave, devised, directed, and appointed his manor and estate at Rempstone, in the county of Nottingham, and all and singular other the manors, messuages, lands, hereditaments, and real estate whatsoever and wheresoever, of which he was seised or to which he was entitled in possession, reversion, remainder, or expectancy, or over which he had any disposing power (except the reversion or remainder in fee simple of or to which he was seised or entitled expectant on the determination or failure of the limitations contained in the will of his late uncle George de Ligne Gregory, Esquire, deceased, preceding the limitation therein contained to the right heirs of him the said George de Ligne Gregory, and except such estates and hereditaments as were vested in him (the testator) in trust or by way of mortgage), unto and to the use of the said Ichabod Charles Wright and John Gregson and their heirs, upon trust that they the said Ichabod Charles Wright and John Gregson, or the survivor of them, his heirs or assigns, should by sale or mortgage thereof in manner therein mentioned raise so much money as would be sufficient to make good any such deficiency as aforesaid of the moneys to arise from the sale and conversion into money of his personal estate as aforesaid to make the payments and answer the purposes therein-before directed to be made and answered thereout, and also any legacies which he might give by codicil or codicils to that his will, and upon trust that the said Ichabod Charles Wright and John Gregson, or the survivor of them, his heirs or assigns, should convey, settle, and assure all and singular his real estates and heredita-

ments therein-before devised to them, or so much and such part and parts thereof as should not be sold under the trusts therein-before for that purpose contained, and the equity of redemption of such part or parts thereof as should or might have been mortgaged for the purposes aforesaid, or any of them, to the several uses, upon the several trusts, and to and for the several ends, intents, and purposes, and under and subject to the provisoes, declarations, limitations, and restrictions therein-after directed to be limited, expressed, and declared of and concerning the same; (that is to say,) to the use, intent, and purpose that the said Ichabod Charles Wright and John Gregson, and the survivor of them, and the executors and administrators of such survivor, should from and immediately after his death receive and take during the life of his (the testator's) sister Anne Elizabeth Gregory Williams, spinster, one annual sum or yearly rent of five hundred pounds to be charged upon his estates thereby devised and directed to be settled upon certain trusts, which failed by reason of the death of the said Anne Elizabeth Gregory Williams during the testator's life, and to the further use, intent, and purpose that Samuel Baguley, Richard Wade, and Richard Palethorpe, servants of the testator, should respectively, if living in his service at the time of his decease, receive during the residue of their respective lives the several annual sums following; (that is to say,) the said Samuel Baguley one hundred pounds, and the said Richard Wade and Richard Palethorpe respectively twenty pounds each, which said three annuities were to be respectively issuing out of and charged upon his said real estates thereby devised and directed to be settled and to be paid to them respectively, free from legacy duty and all other taxes and impositions, and at or on the same days or times, and in the same manner, in all respects as were therein-before directed with respect to the said annual sum or yearly rentcharge of five hundred pounds; and the testator thereby gave to the said Anne Elizabeth Gregory Williams, Samuel Baguley, Richard Wade, and Richard Palethorpe respectively the usual powers of distress and entry, and perception of rents and profits for enabling them respectively to enforce payment of the said rentcharges if and when the same should fall into arrear, and subject to and charged with the several yearly rentcharges aforesaid, and to the several powers and remedies for the recovery thereof respectively to the use of the said Ichabod Charles Wright and John Gregson, their executors, administrators, and assigns, for the term of five hundred years, to commence on the day of the testator's decease, without impeachment of waste, upon the trusts, and for the intents and purposes, and

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eldest son living at the time of the execution of the will now in recital of the said Sir Glynne Earle Welby Gregory during his life without impeachment of waste, and after his decease to the use of the first and every other son of such eldest son of the said Sir Glynne Earle Welby Gregory successively according to their respective seniorities in tail male, with remainder to the use of the second son living at the time of the execution of the said will of the said Sir Glynne Earle Welby Gregory during his life without impeachment of waste, and after his decease to the use of the first and every other son of such second son of the said Sir Glynne Earle Welby Gregory successively according to their respective seniorities in tail male, with remainder to the use of the third son living at the time of the execution of the said will of the said Sir Glynne Earle Welby Gregory during his life without impeachment of waste, with remainder to the use of the first and every other son and sons of such third son of the said Sir Glynne Earle Welby Gregory successively according to their respective seniorities in tail male, with remainder to the use of the fourth son living at the time of the execution of the said will of the said Sir Glynne Earle Welby Gregory during his life without impeachment of waste, and after his decease to the use of the first and every other son of such fourth son of the said Sir Glynne Earle Welby Gregory successively according to their respective seniorities in tail male; and after the failure or determination of the estates therein-before directed to be limited, to the use of the son and sons of the said Sir Glynne Earle Welby Gregory who should not be born in the testator's life, or en ventre sa mère at his decease, successively according to their respective seniorities for their respective lives without impeachment of waste, and from and after the decease of the said fifth and each subsequent son of the said Sir Glynne Earle Welby Gregory born during the testator's life, or en ventre sa mère at his decease, to the use of his first and every other son successively according to their respective seniorities in tail male; and after the failure or determination of the estates therein-before directed to be limited, to the use of the son and sons of the said Sir Glynne Earle Welby Gregory who should not be born in the testator's life, or en ventre sa mère at his decease, successively according to their respective seniorities in tail male, with remainder to the use of the first and every other son of the eldest son of the said Sir Glynne Earle Welby Gregory living at the time of the execution of the will now in recital successively according to their respective seniorities in tail general, with remainder to the use of the first and every other son of the second son of the said Sir Glynne Earle Welby Gregory living at the time of the execution of the said will successively according to their respective seniorities

in tail general, with remainder to the use of the first and every other son of the third son of the said Sir Glynne Earle Welby Gregory living at the time of the execution of the said will successively according to their respective seniorities in tail general, with remainder to the use of the first and every other son of the fourth son of the said Sir Glynne Earle Welby Gregory living at the time of the execution of the said will successively according to their respective seniorities in tail general, with remainder to the use of the first and other sons of the fifth and other son and sons of the said Sir Glynne Earle Welby Gregory born during the testator's life successively according to their respective seniorities in tail general, and so that the first and other sons of the elder of such sons of the said Sir Glynne Earle Welby Gregory, and the heirs of their respective bodies issuing, might take before the first and other sons of the younger of such sons of the said Sir Glynne Earle Welby Gregory, and the heirs of their respective bodies issuing; and after the failure or determination of the estates therein-before directed to be limited, to the use of the son and sons of the said Sir Glynne Earle Welby Gregory who should not be born in the testator's life, or en ventre sa mère at his decease, successively according to their respective seniorities in tail general, with remainder to the use of the testator's own right heirs for ever; and the testator thereby directed that the term of five hundred years directed to be limited to the said Ichabod Charles Wright and John Gregson, their executors and administrators, as aforesaid, should be so limited in trust in the first place for the better securing the payment of the several annual sums or yearly rentscharge therein-before directed to be limited as aforesaid; and the testator thereby directed that such settlement should contain a declaration that if any person or persons for the time being entitled under the limitations therein-before directed to the said hereditaments in possession or in reversion or remainder expectant upon the said term of five hundred years for an estate for life, or an estate in tail male or in tail by purchase, should be under the age of twenty-one years, then during his, her, or their minority the clear residue and surplus of the rents, issues, and profits of the said hereditaments which should remain after payment of the annual sum and sums of money for the time being chargeable on the said hereditaments, and of all taxes, rates, expenses, and repairs payable by the landlord, and which the said Ichabod Charles Wright and John Gregson, and the survivor of them, his executors and administrators, were or was thereby authorised to pay and do during such minority or minorities, and also after payment thereof of such yearly sum or sums of money as they the said Ichabod Charles Wright and John

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Gregson, or the survivor of them, his executors and administrators, should think proper for the maintenance and education of such person or persons entitled to such remainder or reversion should from time to time go and be applied for or towards the discharge of the principal of the testator's debts and legacies which might have become chargeable thereon under the trusts and directions of that his said will, and for or towards the payment and discharge of any sum or sums of money which might have been borrowed under the trusts of the said term of five hundred years, and after the satisfaction of all the said debts and principal sums aforesaid the surplus of the said rents, issues, and profits should be laid out in the purchase of freehold lands or hereditaments in England in the same or the like manner, and to be conveyed and settled as was therein-after directed in respect to estates to be purchased with his (the testator's) residuary personal estate; and the testator thereby directed that in the settlement so to be made as aforesaid there should be inserted therein a proviso or declaration that when the trusts therein-before directed to be declared of the said term of five hundred years should have been executed and performed or satisfied, or should have become unnecessary or incapable of taking effect (the costs, charges, and expenses of the said trustees in the execution of the trusts of the said term being fully discharged, which he, the testator, thereby empowered them to raise by all or any of the ways and means aforesaid), then and immediately thenceforth the said term of five hundred years should cease, determine, and be absolutely void; and the testator thereby also directed that in the settlement so to be made as aforesaid of his estates thereby devised there should be contained a proviso or declaration that every person who should by virtue of the limitations therein-before directed to be contained in such settlement, or of that proviso, should become entitled to the possession or receipt of the rents and profits, or to the first beneficial estate of freehold of and in the same estates, or any part thereof, who should not then be called by the name or use the arms of "Gregory," should within the space of one year next after they should respectively become so entitled as aforesaid, and that the respective husbands of such of the persons becoming entitled as aforesaid as should be females should within one year after their so becoming entitled, or within one year after their respective marriages, in case of their being at that time entitled as aforesaid (as the case might be), assume and take upon himself, herself, or themselves respectively, and use in all deeds, letters, accounts, and other writings wherein or whereto he, she, or they respectively should or might be a party or parties, or which they should respectively sign, and upon all other occasions the surname

of "Gregory," and assume and take and use the arms of "Gregory" A.D. 1877.
either alone or quartered with his, her, or their own respective
family arms; and also should within the said space of one year
apply for and endeavour to obtain an Act of Parliament, or a
proper license from the Crown, to enable him, her, or them
respectively, and his, her, or their respective issue inheritable
under the limitations therein-before directed as aforesaid, to take,
use, and bear the said surname and arms of "Gregory" conformably
to the directions in that his will, with certain provisions as to
forfeiture in case any such person or persons, or the husband or
husbands of any such person or persons, should neglect or refuse
to take and use such surname and arms, and to take such steps as
aforesaid for enabling him, her, or them so to do within the said
space of one year, conformably to the directions in that his will,
or in case any person or persons entitled under that his will to the
estates therein-before devised in possession, or to the receipt of the
rents and profits, or to the first beneficial estate of freehold
therein, and using and bearing the name and arms of "Gregory,"
should at any time thereafter discontinue the use of such surname
and arms contrary to that his will, or to the proviso or declaration
to be contained in the settlement or settlements thereby directed
to be made as aforesaid; and the testator thereby directed that in
such settlement to be made as aforesaid there should be contained
such powers of leasing as in the said will mentioned, and the power
of sale and exchange in the said will mentioned being the usual
power of sale and exchange of all or any part of the estates and
hereditaments thereby devised, with the usual provisions for laying
out and investing the moneys to arise from such sale, or to be
received for equality of exchange in the purchase of hereditaments
in the counties of Nottingham and Lincoln, or either of them,
contiguous to or convenient to be held with the said estates by the
will now in recital devised and directed to be settled, or the estates
devised by the will and codicil of the testator's late uncle, the said
George de Ligne Gregory, therein-after mentioned to be settled,
to the same uses and trusts, and subject to the same powers,
provisoes, and conditions, as were by the will of the testator directed
to be limited concerning the hereditaments therein-before devised
and directed to be settled, and in the meantime to place out the
said moneys upon the securities in the same will mentioned; and
as to the surplus, if any, of the moneys to arise from the sale and
conversion into money of his personal estate not specifically
bequeathed, after making the payments and answering the pur-
poses therein-before directed to be made and answered thereout, the
testator directed that the said Ichabod Charles Wright and John

A.D. 1877. Gregson, and the survivor of them, his executors and administrators, should lay out and invest the same in the purchase of lands in like manner as therein-before directed in respect to moneys to arise by the sale and exchange of lands to be sold in pursuance of the power of sale and exchange therein-before directed to be contained in the settlement so to be made as aforesaid, and should settle and assure the lands so to be purchased to such and the same or the like uses, and upon such and the same or the like trusts, and with, under, and subject to such and the same or the like powers, provisions, and directions, as by the will now in recital were directed to be limited of and concerning the real estates therein-before devised, or such of them as at the time of such purchase and conveyance or settlement should be subsisting undetermined and capable of taking effect; and in the meantime, and until the investment of the said moneys in such purchase or purchases as aforesaid, the testator directed that the said Ichabod Charles Wright and John Gregson, and the survivor of them, his executors and administrators, should lay out and invest the same in their or his names or name in or upon some or one of the public stocks or funds of Great Britain, or at interest upon Government or real securities in England or Wales, to be from time to time, with the consent or concurrence of the person for the time being entitled to the rents and profits of the freehold estates by the will now in recital devised and directed to be settled as aforesaid (to be testified as therein mentioned), altered, varied, and transposed in or for some or one of the stocks, funds, or securities aforesaid, as often as occasion should require, or as they or he should think proper, and pay the dividends, interest, annual or other produce of such residuary personal estate, and the stocks, funds, and securities upon which the same should be invested, unto the person or persons who for the time being would be entitled to the rents and profits of the hereditaments to be purchased therewith as aforesaid in case the same were then laid out and invested under the trust or direction therein-before contained; and after reciting the said will of the said George de Ligne Gregory, and a certain codicil thereto of the thirty-first day of May one thousand eight hundred and twenty-two, and that certain parts of the said devised estates of the said George de Ligne Gregory had been sold under the power of sale contained in his said will, the testator devised all the manors, messuages, lands, hereditaments, and premises comprised in the said will of his said late uncle (subject to the estates, rights, and interests of himself and his issue, and of the several other persons and their issue respectively entitled in remainder to the same premises, by virtue of the said will of the said George de Ligne

Gregory), unto and to the use of the said Ichabod Charles Wright and John Gregson, their heirs and assigns, in trust to convey, settle, and assure the same (subject as aforesaid) to such and the same uses, and upon and for such and the same trusts, intents, and purposes, and subject to such and the same powers, provisoes, and declarations, as were by the will now in recital directed to be limited concerning the testator's real estates therein-before devised and directed to be settled as aforesaid, or such and so many of the same uses, trusts, intents, and purposes, powers, provisoes, and declarations as should at the cesser or determination of the estates, rights, and interests limited or created by the said will of the said George de Ligne Gregory previous to the limitation of the reversion in fee to the said George de Ligne Gregory's own right heirs to be then subsisting undetermined and capable of taking effect, and as to the furniture, linen, tapestry, buhl, marbles, statues, bronzes, ormolu, china (ornamental), alabasters, plate, books, pamphlets, paintings, pictures, prints, and drawings, with the frames and glasses of such of them as should be framed and glazed, and other the effects by the will now in recital bequeathed to the said Ichabod Charles Wright and John Gregson as aforesaid, the testator directed that the said Ichabod Charles Wright and John Gregson, and the survivor of them, his executors and administrators, should stand possessed thereof upon trust and to the intent that the same might be attached to his (the testator's) manors and estates firstly therein-before devised and directed to be settled as aforesaid, and might go and be held and enjoyed therewith as or in the nature of heirlooms by the person or persons who for the time being should by virtue of his will, or the settlement therein-before directed to be made as aforesaid, be entitled to the possession of the same estates, and for such and the like estate and interest as long as the nature of the property and the rules of law and equity would permit, but so that no person who should take an estate tail by purchase in the same estates should have or take an absolute interest in the said furniture and other things therein-before by him bequeathed as aforesaid unless he or she should attain the age of twenty-one years, or dying under that age should leave issue inheritable to such estate tail; and the testator directed that, as soon as conveniently might be after his decease, the said Ichabod Charles Wright and John Gregson, or the survivor of them, or the executors or administrators of such survivor, should cause an inventory to be taken of the said articles and things thereby bequeathed as heirlooms, and cause two copies to be made of the said inventory, and that each of the said copies should be signed by the said Ichabod Charles Wright and John Gregson, or the survivor of them, or the

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executors or administrators of such survivor, and that one of the said copies should be kept by the person or persons for the time being entitled to the possession of his said manors and estates under or by virtue of the limitations of his will, or the settlement therein-before directed to be made as aforesaid, and that another of such copies should be kept by the said Ichabod Charles Wright and John Gregson, or the survivor of them, or the executors or administrators of such survivor, and that every person who for the time being should be entitled to the possession and enjoyment of the said articles and things therein-before bequeathed as heirlooms should, at or before the time of taking possession thereof, give a receipt for such heirlooms, to be written at the foot of the copy of such inventory which should be in the keeping of the said trustees or trustee; and the testator thereby declared that in the settlement so to be made as aforesaid there should be inserted and contained a proviso or declaration that in case any of the persons thereby made tenants for life, or any issue of any such persons, should by virtue of or under the limitations contained in the said will of the said George de Ligne Gregory become seised of or beneficially entitled to an estate in tail male in possession, or an estate in tail general in possession, of and in the manors, lands, and hereditaments thereby appointed and devised that then and in that case the persons so becoming seised or entitled should within the space of twelve calendar months next after he or she should so become seised or entitled as aforesaid, if such person should be then of the age of twenty-one years, and if not then, within the space of twelve calendar months next after such person should attain the age of twenty-one years, by such effectual assurances in the law as counsel should advise, settle, or procure to be settled, as well all and singular the hereditaments comprised in or devised by the said will of the said George de Ligne Gregory, deceased, remaining unsold, as all money, stocks, funds, and securities acquired or to be acquired by the sale of timber by virtue of the same will, and all the hereditaments purchased or acquired, or to be purchased or acquired with moneys arising or produced by the sale of land and timber as aforesaid, and also the several canal shares and shares in the subscription for the improvement of the navigation of the River Trent therein mentioned, and the moneys to arise by the sale and conversion thereof, and all and singular the plate and other articles by the said will of the said George de Ligne Gregory directed to go as heirlooms so and in such manner as that the same hereditaments, chattels, and premises respectively might go and remain and be held to, for, and upon such and the same or the like uses, trusts, intents, and purposes as were by the

testator's will now in recital directed to be limited and declared of and concerning the hereditaments and chattels respectively thereby devised and directed to be settled as aforesaid, except that in the powers of sale and exchange to be inserted and contained in such settlement there should be an exception of Harlaxton Manor House and the ancient mansion house of Harlaxton Hall out of those powers, and so that the settlement required by such proviso or direction to be made should not prejudice or affect any interest or charge or estate which, previously to the execution thereof, might have been actually created or made by virtue of any power or proviso contained in the said will of the said George de Ligne Gregory; and the testator thereby directed that in the settlement to be made as aforesaid there should be inserted a proviso or direction that in case the person so becoming seised of or beneficially entitled to such estate tail of and in the hereditaments and premises devised by the said will of the said George de Ligne Gregory should not, within the aforesaid space of twelve calendar months, well and effectually settle or procure to be settled all and singular the hereditaments, stocks, funds, and securities, canal shares and heirlooms, and other the premises devised and bequeathed by the same will in such manner as was therein-before directed and required, then and in such case all and singular the hereditaments thereby devised and directed to be settled as aforesaid, and the said articles thereby made heirlooms, and all and singular the estates to be purchased with and out of his (the testator's) personal estate thereby directed to be laid out in the purchase of land, should thenceforth go and remain to such uses and upon and for such trusts, ends, intents, and purposes as the same would have gone and remained and been held under and by virtue of the limitations and provisions therein-before directed to be contained in the settlement so to be made as aforesaid, if the limitations thereby directed to be contained in such settlement as aforesaid to the use of the person or persons so neglecting or refusing to make such re-settlement as aforesaid, and the powers annexed to the estates conferred by such limitations respectively, or any of them, had not been inserted therein; and the testator thereby appointed the said Ichabod Charles Wright and John Gregson executors of his said will, and in the said will is contained a power for the remaining or other of the said trustees respectively of the trust premises respectively, or the survivors or survivor of them, or the executors or administrators of such survivor, in manner and with such consent as therein mentioned, to appoint any person or persons to be a trustee or trustees in the stead or place of any trustee or trustees dying, or desiring to be discharged, or refusing,

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And whereas the testator duly made two codicils, dated respectively the eighteenth day of January one thousand eight hundred and fifty-four and the seventh day of April one thousand eight hundred and fifty-four, to his said will, and thereby gave certain bequests, but did not thereby otherwise alter or revoke his said will:

And whereas the testator duly made a third codicil, dated the eleventh day of April one thousand eight hundred and fifty-four, to his said will, and thereby gave and bequeathed unto the person or persons to whom he had in his said will bequeathed his said family plate the following jewels, namely, one pair of earrings having diamond and ruby centres and pearl drops, one pair of earrings having diamond centres and diamond cluster drops, one pearl brooch with cluster diamond centre, one cluster locket containing topaz, amethyst, ruby, and other stones, and one pearl necklace of three rows of pearls, and he directed that the same jewels thereby bequeathed should be held, used, and enjoyed by the same person or persons for the same interest or interests, and in the same manner in all respects, as his said family plate should be under the provisions in that behalf contained in his said will, and as if the same jewels had been included in the said bequest of his said plate contained in his said will, but he did not thereby otherwise alter or revoke his said will:

And whereas the testator died a bachelor on the fifteenth day of June one thousand eight hundred and fifty-four without having otherwise altered or revoked his said will, and leaving the said George Gregory his heir-at-law, and the said will and codicils were on the first day of August one thousand eight hundred and fifty-four duly proved by the said John Gregson alone in the Prerogative Court of the Archbishop of Canterbury:

And whereas upon the death of the testator the said George Gregory became tenant for life in possession under the wills of the said George de Ligne Gregory and the testator respectively:

And whereas all the debts, funeral and testamentary expenses of the testator, and the pecuniary legacies given by his will and codicils, and the stamp duty payable in respect of the legacies (as well specific as pecuniary), and also the legacy duty payable in respect of the annuities given by his said will, and which had become payable, were paid and discharged out of his personal estate not specifically bequeathed, and which was considerably more than sufficient to answer such purposes:

And whereas the estates devised by the will of the said George de Ligne Gregory produced an annual income of ten thousand pounds and upwards :

And whereas the testator, who was tenant for life of the last-mentioned estates, erected upon part of such estates a new capital mansion house situate in the parish of Harlaxton, called Harlaxton New Manor House, and expended about three hundred thousand pounds in the erection of such mansion house and in the purchase of the articles therein bequeathed as heirlooms by his said will :

And whereas Harlaxton New Manor House is a mansion house of very large size, containing a spacious tapestry gallery and numerous magnificent rooms suited for the display of the large collection of tapestries, pictures, plate, and works of art which had been collected by the testator during his lifetime, and were bequeathed by his said will as heirlooms as aforesaid, and the greater part of such articles were placed by the testator in the said mansion house, and were used and enjoyed by him there :

And whereas the said Anne Elizabeth Gregory Williams died in the lifetime of the testator without ever having been married :

And whereas the said Edward Gregory died in the lifetime of the testator without ever having had any issue :

And whereas the said Samuel Baguley, Richard Wade, and Richard Palethorpe respectively were living in the service of the testator at the time of his death, but the said Richard Wade and Richard Palethorpe have since died :

And whereas the said Sir Glynne Earle Welby Gregory, since deceased, had no son en ventre sa mère at the time of the death of the testator, and has had no son born since his death, but he had seven sons, and no more, born in the lifetime of the testator (that is to say), William Earle Welby (his eldest son), now Sir William Earle Welby Gregory, Baronet, Henry Glynne Earle Welby, deceased, Walter Hugh Earle Welby, Edward Montague Earle Welby, Philip James Earle Welby, deceased, Hugh Richard Earle Welby, deceased, and Alfred Cholmeley Earle Welby :

And whereas the said Ichabod Charles Wright did not administer to the estate of the testator, or act or interfere in the execution of the trusts of his said will and codicils, or any of them :

And whereas by a deed poll under the hand and seal of the said Ichabod Charles Wright, dated the twenty-fifth day of June one thousand eight hundred and fifty-five, the said Ichabod Charles Wright disclaimed all the manors, lands, hereditaments, and all and singular other the real and personal estates and effects whatsoever devised or bequeathed by the said will of the testator and the said codicils thereto, and all devises, bequests, and legacies

Disclaimer
by I. C.
Wright, Esq.,
of trusts of
will.

A.D. 1877.

expressed to be made or given to him the said Ichabod Charles Wright by the said will and codicils respectively, and the office of trustee of the same will and codicils and of the said settlement or settlements so directed to be made as aforesaid respectively, and all and singular the trusts, powers and authorities, rights and privileges whatsoever under the same will and codicils and the said settlements or settlement so directed to be made as aforesaid, or any of them :

Appointment
of George
H. T. d'Eyn-
court to be
trustee of
testator's
will.

And whereas by an indenture dated the first day of July one thousand eight hundred and fifty-five, and made between the said John Gregson of the first part, the said George Gregory of the second part, George Hildeyard Tennyson d'Eyncourt (since deceased) of the third part, and Lavington Lead of the fourth part, the said George Hildeyard Tennyson d'Eyncourt was duly appointed a trustee in the place of the said Ichabod Charles Wright for the purposes of the said will of the testator and the said codicils thereto, and the said settlement or settlements by the same will directed to be made as aforesaid; and by the said indenture, and an indenture of even date thereupon, endorsed and made between the said Lavington Lead of the one part, and the said John Gregson and the said George Hildeyard Tennyson d'Eyncourt of the other part, all and singular the furniture and other personal estate and effects given and bequeathed by the said will of the testator and the said codicils thereto to the said Ichabod Charles Wright and John Gregson, their executors, administrators, and assigns, as such trustees as aforesaid, became vested in the said John Gregson and the said George Hildeyard Tennyson d'Eyncourt, their executors, administrators, and assigns, upon and for the trusts and purposes, and with, under, and subject to the powers, provisoes, and declarations upon, with, under, and subject to which the said articles, personal estate, and premises would under or by virtue of the said will of the testator and the said codicils thereto stand and be subject respectively, in case the said George Hildeyard Tennyson d'Eyncourt had been originally made a trustee in and under the same will instead of the said Ichabod Charles Wright, and the name of the said George Hildeyard Tennyson d'Eyncourt had in the same will been inserted throughout instead of the name of the said Ichabod Charles Wright :

Settlement
of testator's
estate in
pursuance of
directions in
will.

And whereas by an indenture dated the third day of July one thousand eight hundred and fifty-five, and made between the said John Gregson of the first part, the said George Gregory of the second part, the said George Hildeyard Tennyson d'Eyncourt of the third part, the said George Hildeyard Tennyson d'Eyncourt and John Gregson of the fourth part, and William Fletcher Norton

Norton and Henry Peale Bird of the fifth part, the said John Gregson, in pursuance of the trusts for that purpose reposed in him by the said will of the testator, and with the privity of the said George Gregory, conveyed, settled, and assured all the real estates and hereditaments by the will of the testator devised and directed to be settled, and the reversion in fee of and in all the manors, messuages, lands, hereditaments, and premises by the said will and codicils of the said George de Ligne Gregory appointed and devised in settlement expectant on the determination of the estates, rights, and interests therein limited and created by the same will prior to the limitation therein contained to the right heirs of the said George de Ligne Gregory, to the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, and declarations upon and subject to which the same respectively were by the said will of the testator expressly directed to be settled by the trustees or trustee for the time being of his said will, so far as such said uses, trusts, intents, and purposes were then in the events which had happened capable of taking effect :

And whereas the said Jane Frances Longden died on the thirty-first of October one thousand eight hundred and fifty-eight without having been married :

And whereas the said George Gregory died on the fifteenth July one thousand eight hundred and sixty without ever having had any issue :

And whereas the said John Gregson died on the ninth of December one thousand eight hundred and sixty :

And whereas upon the death of the said George Gregory the said John Sherwin Gregory (then John Sherwin Sherwin), who had long previously attained the age of twenty-one years, became tenant in tail in possession under the said will and codicils of the said George de Ligne Gregory, and tenant for life in possession under the said will of the testator and the said codicil thereto of the eleventh day of April one thousand eight hundred and fifty-four, subject to the provisions of the said last-mentioned will for the determination of the life estate of the said John Sherwin Gregory thereunder upon his neglect or refusal within the aforesaid space of twelve calendar months effectually to settle or procure to be settled all and singular the hereditaments, stocks, funds and securities, canal shares, and heirlooms, and other the premises devised and bequeathed by the said will and codicils of the said George de Ligne Gregory, in such manner as was directed and required by the said will of the testator :

A.D. 1877.

License for
John Sherwin
Gregory to take and
use surname
and arms of
Gregory.

And whereas on the eleventh day of September one thousand eight hundred and sixty Her Majesty, by license of that date, granted to the said John Sherwin Gregory (then John Sherwin Sherwin) her royal license and authority, so that he and his issue might take and use the surname of "Gregory" only in lieu of that of "Sherwin," and also bear the arms of Gregory quarterly with those of his the said John Sherwin Sherwin's paternal family of Longden; and the said John Sherwin Gregory thenceforth continued to use the said surname and arms accordingly:

Deed poll of
2nd February
1861 by John
Sherwin
Gregory
electing not
to settle the
de Ligne
Gregory
estates.

And whereas by a deed poll under the hand and seal of the said John Sherwin Gregory, dated the second day of February one thousand eight hundred and sixty-one, the said John Sherwin Gregory declared that he elected not to settle or procure to be settled, and did thereby refuse to settle or procure to be settled, the hereditaments, stocks, funds and securities, canal shares, and heirlooms, and other the premises devised and bequeathed by the said will of the said George de Ligne Gregory, in manner directed and required by the said will of the testator; and the said John Sherwin Gregory did thereby renounce and disclaim all devises and bequests expressed to be made or given to him by the said will and codicils of the testator, and all the real and personal estates and effects by the said will and codicils of the testator, and every of them devised and bequeathed to or in trust for the said John Sherwin Gregory, and all estates, rights, and interests of the said John Sherwin Gregory, under the said will and codicils of the testator, and every of them, and under the said indenture of settlement of the third day of July one thousand eight hundred and fifty-five:

Royal license
to Sir Glynne
Earle Welby
Gregory to
take and use
name and
arms of Gre-
gory.

And whereas on the fifth day of July one thousand eight hundred and sixty-one Her Majesty, by license of that date, granted to the said Sir Glynne Earle Welby Gregory, Baronet, (then Sir Glynne Earle Welby,) her royal license and authority to take and use the surname of "Gregory" in addition to and after that of "Welby," and also to bear the arms of Gregory quarterly with those of Welby, and that such surname and arms might in like manner be taken, borne, and used by his issue; and the said Sir Glynne Earle Welby Gregory from thenceforth used the said surname and arms accordingly:

And whereas the said several personal chattels by the said will of the testator and the codicil thereto of the eleventh day of April one thousand eight hundred and fifty-four bequeathed as heirlooms remained and were at the time the suit of *D'Eyncourt v. Gregory*, 1861, D. No. 89, hereafter mentioned, was instituted in and about

the said mansion house, having been placed there either by the testator, or by the said George Gregory after the death of the testator, and the said mansion house under the circumstances aforesaid had then become the absolute property of the said John Sherwin Gregory :

A.D. 1877.

And whereas by the decree dated the fifteenth of February one thousand eight hundred and sixty-two, and made by his Honour the Master of the Rolls in a cause wherein the said George Hildeyard Tennyson d'Eyncourt was plaintiff, and the said John Sherwin Gregory, Sir Glynne Earle Welby Gregory, Baronet, William Earle Welby, now Sir William Earle Welby Gregory, Baronet, Henry Glynne Earle Welby, Walter Hugh Earle Welby, and Edward Montague Earle Welby, and the said Philip James Earle Welby, Hugh Richard Earle Welby, and Alfred Cholmeley Earle Welby, infants, were defendants (which cause is herein-before and hereinafter referred to as "D'Eyncourt v. Gregory, 1861, D. 89"), it was ordered that the said George Hildeyard Tennyson D'Eyncourt should sell the eight shares in the River Trent Navigation Company therein mentioned, and that the proceeds thereof and certain cash and bank annuities therein mentioned should be paid into court and transferred into the name of the Accountant General of the Court of Chancery in trust in the said cause to the accounts therein mentioned; and it was ordered that an inquiry should be made what was proper to be done with respect to the custody of the chattels bequeathed as heirlooms by the will of the testator; and it was ordered that the further consideration of the said cause should be adjourned, and any of the parties were to be at liberty to apply as they might be advised :

Decree in D'Eyncourt v. Gregory, dated 15th February 1862.

And whereas by an order, dated the twenty-seventh day of February one thousand eight hundred and sixty-four, made on the further consideration of the said cause of "D'Eyncourt v. Gregory, 1861, D. 89," by his Honour the Master of the Rolls, it was declared that in consequence of the election made by the said John Sherwin Gregory, testified by his execution of the said deed poll of the second day of February one thousand eight hundred and sixty-one, the estate for life of the said John Sherwin Gregory under the will of the testator became forfeited and had absolutely ceased, and that in the events which had happened, and subject to the limitations in the said will contained in favour of the issue of the said John Sherwin Gregory, should any such issue thereafter be born, the said Sir Glynne Earle Welby Gregory, at the expiration of twelve calendar months from the death of the said George Gregory (that is to say), on the fourteenth day of July one thousand eight hundred and sixty-one, became and then was entitled

Order on further consideration of D'Eyncourt v. Gregory, 1861, D. 89.

A.D. 1877. — under the said will to an immediate estate for his life in possession in the hereditaments purchased since the death of the testator pursuant to the trusts contained in his will; and also, subject as aforesaid, to the receipt during his life of the income of the residuary personal estate of the testator for the time being remaining uninvested in the purchase of lands; and it was ordered that the custody of the chattels and things bequeathed as heirlooms by the will of the testator should remain at Harlaxton New Manor House in the custody of the said John Sherwin Gregory until the further order of the Court of Chancery, without prejudice to any question as to title or claim by any person whomsoever, and any of the parties were to be at liberty to apply as to the said chattels as they might be advised; and it was ordered that the said Sir Glynne Earle Welby Gregory be let into the possession of the estates, and into the receipt of the rents and profits thereof not already received by the receiver appointed in the said cause of “*D’Eyncourt v. Gregory, 1861, D. 89,*” the said Sir Glynne Earle Welby Gregory from time to time, out of the income of the said estates, paying the several annuities bequeathed by the will of the testator, and the said Sir Glynne Earle Welby Gregory, by his counsel, undertaking to continue until further order the policy of insurance effected by the said George Hildeyard Tennyson d’Eyncourt upon the said heirlooms, and paying the premiums from time to time becoming due in respect thereof; and it was declared that the said John Sherwin Gregory became entitled to the income for one whole year, commencing on the fifteenth day of July one thousand eight hundred and sixty, and ending on the fourteenth day of July one thousand eight hundred and sixty-one, of the several herein-before mentioned hereditaments, and of the proceeds of the residuary personal estate of the testator for the time being remaining uninvested in lands, according to the said will; and it was thereby ordered that the dividends from time to time to accrue due on the several sums of £8,224:3s. 5d. bank annuities and £96,182:3s. 8d. reduced annuities then remaining on the credit of the said cause, and on the residue of the £96,182:3s. 8d. reduced annuities which would remain to the like account after the sale for costs therein-after directed, as and when the same should become payable, be paid to the said Sir Glynne Earle Welby Gregory, Baronet, during his life or until further order; and it was ordered that the taxing-master tax the said George Hildeyard Tennyson D’Eyncourt and the defendants their costs of the said suit from the last taxation as therein mentioned; and it was ordered that so much of the £96,182:3s. 8d. reduced annuities remaining on the credit of the said cause as would raise the amount of the said costs,

and costs, charges, and expenses, when so taxed be sold; and it was ordered that out of the moneys to arise by the said sales the said costs should be paid as therein mentioned :

A.D. 1877.

And whereas by an order dated the second day of July one thousand eight hundred and sixty-four, and made by his Honour the Master of the Rolls in the said cause of "D'Eyncourt v. Gregory, 1861, D. 89," upon the petition of the said Sir Glynne Earle Welby Gregory, it was ordered that upon such notice as therein mentioned the said John Sherwin Gregory should deliver up, or cause to be delivered up, to the said George Hildeyard Tennyson D'Eyncourt such of the furniture, linen, tapestry, buhl, marbles, statues, bronzes, ormolu ornaments, china (ornamental), alabasters, family plate and plated articles, books, pamphlets, paintings, pictures, prints, and drawings, with the frames and glasses of such of them as were framed and glazed, maps and jewels, by the said will and codicils of the testator bequeathed as heirlooms, and included in the inventory in the pleadings mentioned, as were not in any way fixed or fastened to the said house, except such of the said furniture and statues as the said John Sherwin Gregory should claim to be entitled to, and also deliver up in like manner such of the before-mentioned articles so fixed and fastened as the said John Sherwin Gregory should not claim to be entitled to, the said George Hildeyard Tennyson D'Eyncourt, by his counsel, undertaking to remove or cause to be removed within ninety days from the delivery of such notice all the said articles which should be so delivered up; and it was ordered that the said articles when received by the said George Hildeyard Tennyson D'Eyncourt be forthwith delivered up or deposited by him at such place or places as the said Sir Glynne Earle Welby Gregory should appoint; and it was ordered that an inventory should be made by the said George Hildeyard Tennyson D'Eyncourt of the articles which should be so delivered up as aforesaid; and it was ordered that three parts of such inventory should be signed by the said Sir Glynne Earle Welby Gregory, and that one part thereof be kept by the said George Hildeyard Tennyson D'Eyncourt, and another part thereof be deposited with the Clerk of Records and Writs, and the other of such parts be delivered to the said Sir Glynne Earle Welby Gregory :

Order in
D'Eyncourt
v. Gregory,
1861, D. 89,
dated 2nd
July 1864,
and made on
petition of
Sir Glynne
Earle Welby
Gregory.

And whereas by an order dated the seventh day of December one thousand eight hundred and sixty-six, and made upon the further consideration of the last-mentioned petition of the said Sir Glynne Earle Welby Gregory, it was ordered that the said John Sherwin Gregory should, on or before the fifteenth day of April one thousand eight hundred and sixty-seven, deliver up to or cause to be delivered

Order on
further
consideration
of Sir Glynne
Earle Welby
Gregory's
petition.

A.D. 1877.

up to the said George Hildeyard Tennyson D'Eyncourt the several articles and things mentioned and described in the first schedule thereunder written; and it was ordered that the said articles and things when received by the said George Hildeyard Tennyson D'Eyncourt, or his agent, be forthwith delivered or deposited by him or them at such place or places as the said Sir Glynne Earle Welby Gregory should appoint; and it was ordered that an inventory be made by the said George Hildeyard Tennyson D'Eyncourt of the articles which should be so delivered up as aforesaid, and that three parts of such inventory be signed by the said Sir Glynne Earle Welby Gregory, and that one part thereof be kept by the said George Hildeyard Tennyson D'Eyncourt, one other part thereof be deposited with the Clerk of the Records and Writs, and the remaining part thereof be delivered to the said Sir Glynne Earle Welby Gregory; and it was ordered that the said John Sherwin Gregory be at liberty to retain the several articles and things mentioned and described in the second schedule thereto; and it was ordered that the costs of the said George Hildeyard Tennyson D'Eyncourt and the defendants to the said suit of "D'Eyncourt v. Gregory, 1861, D. 89," should be taxed as therein mentioned, and that so much of the sum of six thousand and seventy-three pounds nineteen shillings and fivepence bank £3 per centum annuities then remaining on the credit of D'Eyncourt v. Gregory as would raise the said costs should be sold, and that out of the money to arise by the said sale the said costs be paid as therein mentioned; and it was ordered that the interest to accrue during the life of the said Sir Glynne Earle Welby Gregory on the said bank annuities, and on the residue thereof after the said sale thereout for costs, should be until further order paid to the said Sir Glynne Earle Welby Gregory, or to his legal personal representatives, and any of the parties were to be at liberty to apply as they should be advised:

And whereas the said furniture, linen, tapestry, buhl, marbles, statues, bronzes, ormolu ornaments, china (ornamental), alabasters, family plate and plated articles, books, pamphlets, paintings, pictures, prints, and drawings, with the frames and glasses of such of them as were framed and glazed, maps and jewels, directed by the two lastly herein-before recited orders to be delivered up to the said George Hildeyard Tennyson D'Eyncourt were in accordance with such orders delivered up by the said John Sherwin Gregory to the said George Hildeyard Tennyson D'Eyncourt, and delivered over by him to the said Sir Glynne Earle Welby Gregory, who duly signed inventories thereof in accordance with the said orders:

And whereas the said George Hildeyard Tennyson D'Eyncourt made and duly executed his last will, dated the twenty-second day of November one thousand eight hundred and sixty-one, and thereby appointed his brother, Edwin Clayton Tennyson D'Eyncourt, sole executor and trustee thereof, and the said George Hildeyard Tennyson D'Eyncourt died in the month of February one thousand eight hundred and seventy-one without having revoked or altered his said will, and the same was shortly afterwards duly proved by the said Edwin Clayton Tennyson D'Eyncourt in the proper court for that purpose :

A.D. 1877.
Will of G.
H.T. D'Eyn-
court and his
death.

And whereas by an order dated the twentieth day of June one thousand eight hundred and seventy-one, and made in the said cause of "D'Eyncourt v. Gregory, 1861, D. 89," it was ordered that the said suit should stand revived by the said Sir Glynne Earle Welby Gregory against the said Edwin Clayton Tennyson D'Eyncourt, as the legal personal representative of the said George Hildeyard Tennyson D'Eyncourt, and against all the surviving defendants, and that the future proceedings in the said cause should be carried on and prosecuted by the said Sir Glynne Earle Welby Gregory in like manner as if he had originally been a plaintiff in the said cause :

Order to re-
vive D'Eyn-
court v. Gre-
gory, 1861,
D. 89.

And whereas the said John Sherwin Gregory died on the seventh day of June one thousand eight hundred and sixty-nine without ever having had any issue :

And whereas the said Hugh Richard Earle Welby died on the twenty-eighth day of May one thousand eight hundred and sixty-two without leaving any issue him surviving :

And whereas by an order dated the twenty-second day of July one thousand eight hundred and seventy-one, and made by his Lordship the Master of the Rolls upon the petition of the said Sir Glynne Earle Welby Gregory, since deceased, William Earle Welby, now Sir William Earle Welby Gregory, Baronet, Henry Glynne Earle Welby, Walter Hugh Earle Welby, Edward Montague Earle Welby, Philip James Earle Welby, and Alfred Cholmeley Earle Welby, it was ordered that Sir George Howland Beaumont, Baronet, and the Honourable William Henry Berkeley Portman be appointed new trustees of the said will of the testator in substitution for the said John Gregson and George Hildeyard Tennyson D'Eyncourt; and it was ordered that the lands subject to the term of five hundred years limited by the said will of the testator, and the said indenture of the third of July one thousand eight hundred and fifty-five, should vest in the said Sir George Howland Beaumont and William Henry Berkeley Portman for the residue of the said term; and it was ordered that the right to sue

Order ap-
pointing Sir
George How-
land Beau-
mont, Bart.,
and the Ho-
nourable
Wm. H. Ber-
keley Port-
man, new
trustees of
testator's will.

A.D. 1877. — for and recover any chose in action, subject to the trusts in the said will, should vest in the said Sir George Howland Beaumont, Baronet, and William Henry Berkeley Portman as such new trustees as aforesaid :

Further re-
vivor of cause
of D'Eyn-
court v. Gre-
gory, 1861,
D. 89.

And whereas by an order dated the eleventh day of January one thousand eight hundred and seventy-two, and made in the said cause of "D'Eyncourt v. Gregory, 1861, D. 89," by his Lordship the Master of the Rolls, it was ordered that all future proceedings in the said cause should be carried on and prosecuted between the said Sir Glynne Earle Welby Gregory and the said Sir George Howland Beaumont and William Henry Berkeley Portman in like manner as if they had originally been made parties to the said suit :

And whereas the said Sir Glynne Earle Welby Gregory remained in possession or the receipt of the rents and profits of the estates devised by the said will of the testator and in the enjoyment of the said heirlooms down to the time of his death :

And whereas the said Sir Glynne Earle Welby Gregory died on the twenty-third day of August one thousand eight hundred and seventy-five :

And whereas Sir William Earle Welby Gregory is the eldest son of the said Sir Glynne Earle Welby Gregory, and attained his age of twenty-one years on the fourth day of January one thousand eight hundred and fifty :

And whereas the said Philip James Earle Welby died on the twenty-fifth day of August one thousand eight hundred and seventy-three without leaving any issue him surviving :

And whereas on the seventeenth day of December one thousand eight hundred and seventy-five Her Majesty, by license of that date, granted to the said Sir William Earle Welby Gregory, there-
tofore Sir William Earle Welby, her royal license and authority to take and use the surname of "Gregory" in addition to and after instead of before that of "Welby," and also to bear the arms of Gregory quarterly with those of Welby, and that such surname and arms might in like manner be taken, borne, and used by his issue, and the said Sir William Earle Welby Gregory has thenceforth used the said surname and arms accordingly :

And whereas the said Sir William Earle Welby Gregory has had issue two sons, and no more, videlicet, Victor Albert William Welby (deceased) and Charles Glynne Earle Welby, who is now an infant, having been born on the eleventh day of August one thousand eight hundred and sixty-five :

And whereas the said Victor Albert William Welby died on the fifth day of February one thousand eight hundred and seventy-six

an infant under the age of twenty-one years, and without having been married: A.D. 1877.

And whereas by an order dated the twenty-second of January one thousand eight hundred and seventy-six, and made by his Lordship the Master of the Rolls in the said suit of "D'Eyncourt v. Gregory, 1861, D. 89" on the petition of the said Sir William Earle Welby Gregory, the Court being of opinion that the said Sir William Earle Welby Gregory had duly complied with the conditions contained in the will of the testator by taking and using the surname of "Gregory" in addition to and after that of "Welby," and by bearing the arms of Gregory quarterly with those of Welby, it was ordered that the said Sir William Earle Welby Gregory be let into possession and into receipt of the rents and profits of the lands and hereditaments which then stood limited to the uses declared by the said will during his life or until further order; and it was ordered that the said Sir William Earle Welby Gregory be also at liberty to retain in his possession or custody the furniture, linen, tapestry, buhl, marble statues, bronzes, ormolu, ornamental china and alabasters, plate and plated articles, jewels, books, pamphlets, paintings, pictures, prints, and drawings, with their frames and glasses, and maps, bequeathed by the said will and codicil as heirlooms, upon his undertaking to keep the same insured against loss or damage by fire in the sum of fourteen thousand two hundred and ninety pounds, and upon his signing three parts of a proper inventory thereof, and delivering one part thereof to the said Sir George Howland Beaumont and William Henry Berkeley Portman, and depositing one other part thereof with the Clerk of Records and Writs, and retaining the third part thereof in his own custody:

Order in
D'Eyncourt
v. Gregory,
1861, D. 89,
putting Sir
W. E. Welby
Gregory in
possession of
estates.

And whereas the said Henry Glynne Earle Welby died a bachelor on the second day of July one thousand eight hundred and seventy-six:

And whereas the said Walter Hugh Earle Welby has never had a son:

And whereas the said Edward Montague Earle Welby has had two sons, and no more, namely, Edward Everard Earle Welby and Glynne Everard Earle Welby, both of whom are infants:

And whereas the said Alfred Cholmeley Earle Welby is a bachelor:

And whereas the said George Gregory, the heir-at-law of the testator, duly made his will, dated the first day of June one thousand eight hundred and fifty-nine, which will (among other things) contained the following passages: " (Para. 4.) Also, I leave to my said wife, for her use during her natural life, all my furniture,

Will of
George Gre-
gory, the
heir-at-law.

A.D. 1877.

plate, pictures, books, linen, wine, liquors, farming stock, whether live or dead, and generally everything which may be in my house or on my farm or premises at Willesborough at the time of my decease; and also such like personal property as I may be possessed of at Harlaxton, and which property I may not have given directions as to the disposal of. (Para. 5.) And I constitute and appoint my dear wife Elizabeth to be one of my executors and trustees; and I request Mr. John Benjamin Andrews to be a co-executor and trustee, and in the hope that he will particularly assist my dear wife Elizabeth to remove from Harlaxton to Willesborough, and expedite the sale of such things at Harlaxton as are to be sold; and I bequeath to the said John Benjamin Andrews the sum of two hundred and fifty pounds; and I further request Mr. Wilbraham Taylor, of Hadley Hirst, near Barnet, to act also as a co-executor and trustee. (Para. 6.) The aforesaid executors and trustees will have to make arrangements for the payment of my funeral expenses (which I request may be as moderate as possible) and other charges, such as Government dues and legal expenses, and for the liquidation of debts owing by me, and for the payment of such legacies as I may leave. (Para. 7.) For which purposes my said executors and trustees are to have the power of collecting all debts due to me, and of using up as much as may be necessary of any cash or bank notes which may be in the house or in the hands of any banker or agent or of any other person, and if need be, to sell off any portion or portions of my property invested in the funds, or in public or private undertakings, as they, the said executors and trustees, may deem advisable and of a sufficient amount; but the said executors and trustees will primarily sell off such articles of my property at Harlaxton, such as wine, horses and carriages, and other things which neither I nor my wife may have directed to be otherwise disposed of. (Para. 8.) The said trustees and executors will also have to cause the delivery of the various articles of heirlooms to the next tenant for life of the estate, and I should advise the securing, if practicable, of the services of Mr. Samuel Baguley and of Mrs. Sandilands for this purpose; and as a remuneration for such services I should be willing to allow a sum of fifty pounds to the first-named person and of twenty-five pounds to the second named. It is intended to keep up the stock of articles of daily family use to the numbers and quantities specified in the heirloom lists, such as table linen, bedroom furniture, kitchen articles, glass, cutlery, and such. As for the articles of heirlooms collected as objects of curiosity and taste which have perished by accidents or from a decay of their materials, it is hoped that by some provisions of custom and law it may not be necessary to find substitutes for

them, or to pay high prices for them calculated from their rarity. (Para. 9.) After which my said executors and trustees will cause any residuary money which may belong to my estate to be invested in consols, and will place its amount in trust in their joint names, and will also consider and place all other sums invested in the public funds or in private loans or undertakings of which I may be possessed as under their trust, and the produce or interest of these several sums of trust money is to be paid (as it is received) to and for the absolute use and benefit of my said wife Elizabeth during the term of her natural life. (Para. 10.) Upon her death these sums of trust money, and the landed property mentioned in paragraph 1, are to be considered as the absolute property of the before-mentioned Mr. Wilbraham Taylor, or of his heirs or assigns. (Para. 18.) In the foregoing 4th paragraph are mentioned sundry articles as in my house and on my premises at Willesborough; such of these articles as may not be worn out by use or decay (but about which no inquiry is to be made) at the time of the decease of my dear wife I wish her to let remain on the premises, for the use and as the absolute property of the before-mentioned Mr. Wilbraham Taylor, or his heirs and assigns :”

And whereas the said George Gregory made a codicil, dated the tenth day of November one thousand eight hundred and fifty-nine, not affecting his interest in the said heirlooms :

And whereas the said George Gregory died on the fourteenth day of July one thousand eight hundred and sixty without having revoked or altered his said will, save so far as the same was altered by the said codicil; and the same will and codicil were, on the twentieth day of October one thousand eight hundred and sixty, duly proved by the said Elizabeth Gregory, John Benjamin Andrews, and Wilbraham Taylor in the principal registry of Her Majesty’s Court of Probate :

And whereas such part of the residuary personal estate of the testator as has not been invested in the purchase of real estate consists of the sums of £2,055 : 9s. 8d. consolidated £3 per centum annuities and £64,338 : 13s. 7d. reduced £3 per centum annuities in court to the credit of the said cause of *D’Eyncourt v. Gregory* :

And whereas the annual income arising from the estates now subject to the uses declared by the said will of the testator, and from the bank and reduced annuities standing to the credit of the said cause “*D’Eyncourt v. Gregory, 1861, D. 89,*” which now constitute such part of the residuary personal estate of the testator as has not been invested in land in accordance with the directions contained in the said will, amounts to five thousand pounds or thereabouts :

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And whereas the only mansion house upon the estates devised by the said will of the testator, or which are now subject to the uses declared by such will, is known as "Rempstone Hall"; such manor house is a country house of moderate dimensions, and has, together with the gardens and pleasure grounds attached thereto, and the right of sporting over the adjoining manor, been let on lease with the sanction of his Lordship the Master of the Rolls :

And whereas the said mansion house known as Rempstone Hall is wholly inadequate to hold or display the said heirlooms bequeathed by the said will of the testator :

And whereas the said Sir William Earle Welby Gregory resides with his family in a mansion house known as Denton Hall, erected upon property belonging to him, but which is not subject to the uses declared by the said will of the testator :

And whereas Denton Hall is a mansion house of moderate size, having about the same accommodation as Rempstone Hall :

And whereas the property bequeathed by the said will of the testator as heirlooms comprises, amongst other things, articles of the following descriptions :

- (1.) Marbles and statuary of great size and weight ;
- (2.) Large pieces of Gobelin tapestry, one of such pieces being twenty-six feet long by twelve feet wide ;
- (3.) Numerous articles of silver plate, some of which are of great value both in consequence of their size and weight and of their design and manufacture, such as an epergne weighing six hundred and fifty-eight ounces, a silver chandelier weighing one thousand one hundred and seventy-five ounces, and a massive oval cistern weighing one thousand four hundred and ninety-two ounces ;
- (4.) State bedsteads about thirteen feet high, and bedding of great size ;
- (5.) Buhl and inlaid ebony cabinets, and marqueterie furniture, oil paintings, bronzes, and valuable china, fitted for a mansion house of the size of Harlaxton Manor House but wholly unfit for a house of the size of either Rempstone Hall or Denton Hall ;
- (6.) Rich silk curtains and carpets of very large size made expressly for the rooms of Harlaxton Manor House ;
- (7.) State chairs, Indian and Chinese screens, tables, and furniture suited for Harlaxton Manor House ;
- (8.) Kitchen utensils and ordinary household furniture and effects, many of which are worn out or so rotten and decayed as to be worthless :

And whereas all the said heirlooms have been for some years past and still are at Denton Hall : A.D. 1877.

And whereas Denton Hall has not sufficient accommodation to hold such heirlooms without occasioning very great inconvenience to the persons residing there, as such heirlooms occupy a considerable space ; some of them are packed up in the principal rooms, some in the spare bedrooms, passages, and attics, which they completely occupy, and others are stowed away in a barn and the cellars and outhouses belonging to Denton Hall, and in reality but few of them are or can be enjoyed or used in Denton Hall, and the others simply obstruct and interfere with the beneficial enjoyment of the house by the inmates thereof :

And whereas a considerable portion of the said heirlooms are now sustaining damage and deteriorating in value in consequence of the impossibility of giving them proper attention :

And whereas the tapestries, carpets, bedsteads, bedding, and silk damask curtains ought to be frequently and carefully examined in order to ascertain that they are not affected by damp or moths, but it is impossible, except at very great trouble, inconvenience, and expense, to have such things unpacked and repacked and attended to as often as they ought to be in so comparatively small a house as Denton Hall :

And whereas by an order of his Lordship the Master of the Rolls, dated the fifteenth day of July one thousand eight hundred and seventy-six, and made in the said suit of "D'Eyncourt v. Gregory, 1861, D. 89," upon the petition of the said Sir William Earle Welby Gregory, it was declared that it would be fit and proper, and for the benefit of all parties interested in the said will of the testator, that the said Sir William Earle Welby Gregory should be at liberty, at the expense of the residuary personal estate of the testator, to make an application to Parliament for an Act to enable the trustees of the said will of the testator to sell the chattels and effects thereby bequeathed as heirlooms, or such of them as the said Sir William Earle Welby Gregory might think fit, with the approval of the Court, and to apply the moneys to arise from such sale upon such and the same trusts as are by the said last-mentioned will declared of and concerning the residuary personal estate of the testator ; and it was ordered that it be referred to Chambers to settle a Bill for such an Act :

Order of Master of Rolls in D'Eyncourt v. Gregory, 1861, D. 89, authorising application for Act.

And whereas by an order of the Chancery Division of the High Court of Justice, dated the fourteenth day of April one thousand eight hundred and seventy-seven, and made by his Lordship the Master of the Rolls upon a petition presented in the said cause of "D'Eyncourt v. Gregory, 1861, D. 89," his Lordship did order

Order varying order of the 15th July 1876.

A.D. 1877. — that the said order dated fifteenth July one thousand eight hundred and seventy-six, so far as it declared that it was fit, proper, and for the benefit of all parties interested in the will of the said Gregory Gregory that the said Sir William Earle Welby Gregory should be at liberty, at the expense of the residuary personal estate of the said testator, to make an application to Parliament for an Act to enable the trustees of the will of the said testator to sell the chattels and effects thereby bequeathed as heirlooms, or such of them as the said Sir William Earle Welby Gregory might think fit, with the approval of the Court, and to apply the moneys to arise from such sale upon such and the same trusts as are by the said last-mentioned will declared of and concerning the residuary personal estate of the said testator, Gregory Gregory, be discharged, and his Lordship being of opinion that in default of issue in tail the heirlooms would vest in the said George Gregory, the heir-at-law of the testator, as personal estate, did declare that it was fit and proper, and for the benefit of all parties interested under the said will of the testator, that the said Sir William Earle Welby Gregory should be at liberty to make an application to Parliament for an Act to enable the trustees of the said will of the testator to sell the chattels and effects thereby bequeathed as heirlooms, or such of them as the said Sir William Earle Welby Gregory might think fit, with the approval of the Court, and to invest the moneys to arise from such sale in such manner as the Court should think fit, and to hold the same upon such trusts, and with and subject to such provisions and declarations, as should as nearly as might be, regard being had to the different nature of the properties, correspond with the trusts, provisions, and declarations by and by reference to the said will of the testator declared and contained of and concerning the said heirlooms, and so that the annual income arising from the said investments should from time to time be payable and belong to the person or persons who would for the time being have been the usufructuary of the said heirlooms :

Certificate of
chief clerk
of Master of
Rolls approv-
ing draft of
Bill for this
Act.

And whereas by the certificate of the chief clerk of his Lordship the Master of the Rolls made in pursuance of the herein-before recited orders of the fifteenth day of July one thousand eight hundred and seventy-six and the fourteenth day of April one thousand eight hundred and seventy-seven, and dated the twenty-sixth day of April one thousand eight hundred and seventy-seven, it was certified that the draft of a Bill to be submitted to Parliament, being the Bill for this Act, had been settled and approved, and is identified by the signature of the chief clerk in the margin thereof, and that the several instruments, facts, and events recited

in the preamble of such draft before the recital of the said certificate had been proved in the said cause of "*D'Eyncourt v. Gregory, 1861, D. 89,*" and such certificate has been duly approved by his Lordship the Master of the Rolls and filed in the Report Office of the Chancery Division of the High Court of Justice, and which Division is herein-after referred to as the Court :

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And whereas the objects of this Act cannot be attained without the authority of Parliament :

Wherefore Your Majesty's most dutiful and loyal subject, the said Sir William Earle Welby Gregory, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

1. This Act may for all purposes be cited as the Gregory Heirlooms Act, 1877. Short title.

2. The furniture, linen, tapestry, buhl, marbles, statues, bronzes, ormolu, ornamental china and alabasters, plate and plated articles, books, pamphlets, paintings, pictures, prints, and drawings, with the frames and glasses of such of them as are framed and glazed, and maps, bequeathed by the said will of the testator as heirlooms (all of which chattels are herein-after referred to as "the said heirlooms"), or any of them, may be sold or disposed of as a whole or in lots by public auction or private contract, and generally in such manner, and at such time or times, and upon such terms and conditions, as the judge of the Chancery Division of the High Court of Justice to whose court the said cause of "*D'Eyncourt v. Gregory, 1861, D. 89,*" shall for the time being be attached, shall direct. Power to sell heirlooms with sanction of the Chancery Division of High Court of Justice.

3. All moneys to arise from the sale of the said heirlooms, or such of them as shall be sold, shall be paid to such person or persons as the said judge shall appoint to receive the same, whose receipt shall be a good discharge for the same, and such moneys shall, within such time as the said judge shall direct, be paid into court to the credit of the said cause "*D'Eyncourt v. Gregory, 1861, D. 89,*" and of the cause "*Gregory v. Gregory, 1877, G. No. 130,*" to an account to be entitled "*Proceeds of Heirlooms,*" and such moneys when so paid in shall be invested, under the direction of the said judge the account aforesaid, in or upon the parliamentary stocks or public funds of Great Britain or upon stock of the Bank of England, and such stocks, funds, and secu- Sale moneys to be held upon trusts corresponding with trusts by Gregory Gregory's will declared of heirlooms.

A.D. 1877.] rities shall be subject to such trusts, provisions, and declarations as shall as nearly as may be (regard being had to the different natures of the properties) correspond with the trusts, provisions, and declarations by and in the said will of the testator declared and contained of and concerning the said heirlooms; and the annual income arising from the said stocks, funds, and securities shall from time to time be payable and belong to the person who would for the time being have been the usufructuary of the said heirlooms.

Applications for sale to be made by summons.

4. Every application to the Court for a sale of the said heirlooms, or any of them, or for any other of the purposes of this Act, may be made by summons, and such summons may be entitled in the matter of this Act.

Provision for costs of Act and of orders for investment.

5. It shall be lawful for the said judge from time to time, upon the application of the said Sir William Earle Welby Gregory, his executors or administrators, or of the trustees or trustee of the said will of the testator, to make such order or orders as to the said judge shall seem fit for taxing and settling the costs, charges, and expenses incurred in and about the obtaining and passing this Act, and of the several applications made and to be made to the Court respecting the matters aforesaid, and for the investment of any trust moneys subject to the provisions of this Act, and for the payment out of any such moneys of such costs, charges, and expenses, and for raising and paying the costs, charges, and expenses incurred in or about the exercise of any of the powers contained in this Act out of the moneys which shall arise by the sale of the said heirlooms, or any of them; and it is hereby declared that all the costs, charges, and expenses in this present clause mentioned are intended to be and shall be borne and paid out of the corpus and not out of income.

Saving clause.

6. Saving to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other persons and person, bodies politic and corporate, and their respective heirs and successors, executors and administrators, (other than and except the said Sir William Earle Welby Gregory, Charles Glynne Earle Welby, Walter Hugh Earle Welby, Edward Montague Earle Welby, Edward Everard Earle Welby, Glynne Everard Earle Welby, Alfred Cholmeley Earle Welby, Sir George Howland Beaumont, Baronet, William Henry Berkeley Portman, Elizabeth Gregory, Wilbraham Taylor, and John Benjamin Andrews, and every or any other person who would but for this Act, or any matter or thing done hereunder, be or become entitled to the said heirlooms, or any of

them, under or by virtue of or as deriving title through the said will of the testator, and the heirs, executors, administrators, or assigns of every or any such person,) all such right, interest, claim, and demand whatsoever of, in, to, or out of the said heirlooms, or any of them, as they, every, or any of them would have held or enjoyed or been entitled to if this Act had not been made. A.D. 1877.

7. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence by all judges, justices, and others. Queen's
Printers
copy of Act
to be evi-
dence.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1877.

