



CHAPTER 5.

An Act to extend the Powers of the Trustees of the Settled Estates of Le Gendre Nicholas Starkie for Purposes of Purchase, Sale, and Exchange; to appoint new Trustees with Power to raise Money for the Rebuilding of the Mansion, the making of Roads; and for other purposes. A.D. 1877.

[2d August 1877.]

WHEREAS by an indenture of settlement dated the twenty-third day of October one thousand eight hundred and fifty-one (and herein-after referred to as "the settlement of one thousand eight hundred and fifty-one"), between Le Gendre Nicholas Starkie, of Huntroyde, in the county of Lancaster, Esquire, of the first part, Anne Starkie, the wife of Le Gendre Nicholas Starkie, of the second part, Le Gendre Nicholas Starkie the younger, of Huntroyde aforesaid, Esquire, eldest son of the said the first-named Le Gendre Nicholas Starkie, of the third part, the Honourable James Yorke Scarlett, of Bank Hall, near Burnley, in the county of Lancaster, Lieutenant-Colonel of the Fifth Regiment of Dragoon Guards, the Reverend John Master Whalley, of Clerk Hill, near Whalley, in the same county, and rector of Slaidburn, in the county of York, clerk, John Master, of Croston, in the said county of Lancaster, Esquire, and the Reverend Thomas Foster Chamberlain, clerk, rector of Rufford, in the same county, of the fourth part, and Edward Every Clayton, of Carr Hall, in the said county of Lancaster, Esquire, and the said Thomas Foster Chamberlain, of the fifth part, after reciting that the several manors or reputed manors, capital, and other messuages, farms, lands, tenements, and other freehold hereditaments thereby settled were subject to a general power of appointment by the said Le Gendre Nicholas Starkie, the father, and that he had determined to re-settle the same, as well as the several copyhold hereditaments therein-after described, to the uses thereby declared, the said Le Gendre Nicholas Starkie, the father, appointed all the said manors, capital and other

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Chamberlain Starkie in tail male, with remainder to the use of the second, third, fourth, fifth, and other sons of the said John Pierce Chamberlain Starkie successively in tail male, with remainder to the use of Henry Arthur Starkie (third son of the said Le Gendre Nicholas Starkie, the father) for life, with remainder to trustees to preserve contingent remainders, with remainder to the use of the first son of the said Henry Arthur Starkie in tail male, with remainder to the use of the second, third, fourth, fifth, and other sons of the said Henry Arthur Starkie successively in tail male, with remainder to the use of the fourth, fifth, sixth, seventh, and other sons of the said Le Gendre Nicholas Starkie, the father, successively in tail male, with remainder to the use of Anne Elizabeth Starkie (only daughter of the said Le Gendre Nicholas Starkie, the father) for life, with remainder to trustees to preserve contingent remainders, with remainder to the use of the first son of the said Anne Elizabeth Starkie in tail male, with remainder to the use of the second, third, fourth, fifth, and other sons of the said Anne Elizabeth Starkie successively in tail male, with remainder to the use of the second, third, fourth, and fifth, and other daughters of the said Le Gendre Nicholas Starkie, the father in tail male, with remainder to the use of the first daughter of the said Le Gendre Nicholas Starkie, the son in tail general, with remainder to the use of the second, third, fourth, fifth, and other daughters of the said Le Gendre Nicholas Starkie, the son in tail general, with remainder to the use of the first daughter of the said John Pierce Chamberlain Starkie, in tail general, with remainder to the use of the second, third, fourth, fifth, and other daughters of the said John Pierce Chamberlain Starkie successively in tail general, with remainder to the use of the first daughter of the said Henry Arthur Starkie in tail general, with remainder to the use of the second, third, fourth, fifth, and other daughters of the said Henry Arthur Starkie in tail general, with remainder to the use of the fourth, fifth, sixth, seventh, and other sons of the said Le Gendre Nicholas Starkie, the father in tail general, with remainder to such uses as the said Le Gendre Nicholas Starkie, the father, should by deed or will appoint, and in default of and subject to any such appointment as should not be or amount to an absolute disposition of the whole of the said estates to the use of the right heirs of the said Le Gendre Nicholas Starkie, the father, for ever. And by the said settlement of one thousand eight hundred and fifty-one it was declared that when the trusts of and concerning the said term of one hundred years should have been executed and performed the same should cease and determine. And by the said settlement powers were given to the said Le Gendre Nicholas Starkie, the father, to charge the estates (except the Huntroyde demesne), but subject as afore-

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thereof, and to make use of the materials for the purpose of such re-building or new building, or to sell and dispose of or apply the same to such uses and purposes as should be agreed upon; and also to lay out and appropriate any part or parts of the lands which should be thereby demised or leased as or for the site of any yards, gardens, shrubberies, pleasure grounds, roads, streets, squares, avenues, passages, sewers, drains, or otherwise, for the use and convenience of, and to be held, occupied, or enjoyed with, any such building or buildings, or for the general improvement of the premises or the neighbourhood thereof, so that every such demise or lease for the purpose of repairing, new building, or rebuilding be made for any term not exceeding nine hundred and ninety-nine years, and to appropriate and appoint any land for ways and roads, and to grant such rights of way and powers of building, and of digging and quarrying, and of using and disposing of the produce thereof, and generally to grant all such other rights and powers as he, she, or they might think proper to effect the object of the said demise or lease as fully as if he, she, or they was or were the absolute owner or owners in fee simple of the hereditaments and premises to be comprised therein; and by the settlement of one thousand eight hundred and fifty-one power was also given to each of the parties entitled as aforesaid, and to the said trustees, to demise or lease mines and minerals under or upon the lands so settled for terms not exceeding thirty-one years in possession, and power was given to the said trustees at any time thereafter, at the request and by the direction of the said Le Gendre Nicholas Starkie, the father, or other the person for the time being entitled as aforesaid (every such request and direction being testified by some writing under the hand and seal of the person for the time being making and giving the same), to sell and dispose of all or any part of the hereditaments and estates thereby settled situate in the several townships of Salford, Worsley, Bolton-in-the-Moors, and Turton, in the county of Lancaster, and not being lands or other hereditaments granted or demised for long terms of years, subject to ground rents, and also all or any part of an estate called the "Miste," situate in the township of Hapton, in the same county, containing twenty-three acres one rood and twenty-two perches, or thereabouts, in statute measure, and in the occupation of Henry Lancaster, and also the whole or any part of the lands situate in the township or district of Higham Booth, in the Forest of Pendle, in the same county, thereby settled, as were situate on the left bank of the River Calder, and also the whole or any part of two pieces of land respectively, situate within the township of Padiham, in the said county, also lying on the left bank of the River Calder, one called the Shroggs lying immediately adjoining Padiham Bridge, and the other then

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equivalent in other hereditaments or estates to be situated within some one or more of the townships within which the hereditaments and estates thereby settled lay, as the said trustees should deem reasonable, all or any part of the lands and hereditaments thereby settled, situated within the several townships of Salford, Worsley, Bolton-le-Moors, and Turton, all in the said county, and also the whole or any part of the said lands and hereditaments situated in Higham Booth and lying on the left bank of the River Calder, and of the two pieces of land situated in the said township of Padiham, also lying on the left bank of the River Calder, and therein-before made saleable; and that for the purpose of effecting any such sale or exchange it should be lawful for the said trustees at such request and by such direction, testified as aforesaid, to revoke and make void all or any of the uses, estates, trusts, powers, provisoes, and declarations by the said settlement of one thousand eight hundred and fifty-one limited, declared, expressed, and contained of and concerning the hereditaments and premises of which such sale or exchange should be so made, and to declare and appoint any uses, estates, or trusts of the hereditaments and premises the uses of which should be so revoked, which it should be thought necessary or expedient to declare and appoint in order to effectuate any such sale or exchange as aforesaid; and that it should be lawful for the said trustees to receive and take any sum of money by way of equality of exchange upon any such exchange as aforesaid, and upon payment of the money to arise from any such exchange or sale in pursuance of the aforesaid power to sign and give receipts for the same respectively, and that such receipts should effectually discharge the persons paying such money from being answerable or accountable for the misapplication or non-application or from being bound to see to the application of the moneys in such receipts respectively mentioned to be received, and that the trustees should lay out the money arising from any such sale or exchange as aforesaid in the purchase of freehold or copyhold or customary estates of inheritance to be situate within some one or more of the townships within which the estates and hereditaments thereby settled, or intended so to be, lie, yet so that every purchase should be made with the approbation in writing of the person or persons, if of full age, who would for the time being be entitled under the foregoing limitations to the possession or receipt of the rents and profits thereof if the same were then actually purchased and settled; but if such person or persons were under the age of twenty-one years, then such purchase should be at the discretion of the said trustees, and the said trustees were required to settle the estates so to be purchased, or to be received in exchange, to the uses, upon the trusts, and with, under, and subject to the powers, provisoes, and declarations in

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the said settlement expressed and contained of and concerning the hereditaments and premises the uses of which should be so revoked as aforesaid, or as near thereto as the nature and quality of the said estates and intervening circumstances would admit. And it was by the said settlement further agreed and declared that until a proper purchase or purchases should be found, in which the money arising from any such sale or exchange should be invested, the said trustees should invest the money in the parliamentary stocks or public funds of Great Britain, or at interest on Government or real securities in England or Wales, and might vary the same into other stocks, funds, and securities of a like nature as they thought proper or expedient, and should pay and apply the interest, dividends, and annual produce of the said money, stocks, funds, and securities to the person or persons and for the purposes to whom and for which the rents and profits of the estates so to be purchased would from time to time be payable or applicable if the same were then actually purchased and settled. And by the settlement of one thousand eight hundred and fifty-one power was given to the said trustees (after the decease of Le Gendre Nicholas Starkie, the father) to view and examine the condition of the timber upon the estates, and to sell and dispose of such parts thereof (other than ornamental timber upon the demesne lands) as it should not be deemed proper to retain. And by the settlement of one thousand eight hundred and fifty-one it was further declared that the clear moneys arising from the sale of timber and wood as aforesaid should be laid out and invested in the discretion of the said trustees, or other the trustees or trustee, to be appointed as therein-after mentioned, either in repairs or improvements of the lands, hereditaments, and estates by the same indenture settled, or of any buildings standing or being thereupon, or in exonerating the said settled estates from any charges and encumbrances (not being annual sums or yearly rentscharge or in the nature thereof) which should be then subsisting, or in the purchase of other estates to be settled to the same uses as those by the said indenture settled in like manner in all respects as was therein-before directed and declared with reference to the moneys arising from the sale of any part of the settled estates thereby made saleable, or in all or any two of such modes of investment and disposition. And by the settlement of one thousand eight hundred and fifty-one it was further recited that in anticipation of the settlement intended to be thereby made the several copyhold hereditaments and estates therein-after described or referred to held, and parcel of the respective manors of Chatburn, Worston, and Pendleton and Ightenhill, the Forest of Pendle, and the wapentake or hundred of Blackburn, all in the county of Lancaster, had been duly surrendered and assured by five several surrenders dated respec-

tively the tenth day of September one thousand eight hundred and fifty-one, and duly signed and passed according to the custom of the manor of Chatburn, Worston, and Pendleton aforesaid, and by six several surrenders of the same date respectively duly signed and passed according to the custom of the manor of Ightenhill aforesaid, and by three several surrenders of the same date respectively duly signed and passed according to the custom of the Forest of Pendle, and by two several surrenders dated respectively the tenth day of September one thousand eight hundred and fifty-one, and duly signed and passed according to the custom of the wapentake or hundred of Blackburn aforesaid, together with all and singular the rights, members, and appurtenances to the said several copyhold hereditaments and premises so described or referred to, into the hands of the lord of the said manors, forest, and wapentake respectively to the use of the trustees of one thousand eight hundred and fifty-one, according to the custom of the said manors, forest, and wapentake respectively, to stand seized thereof, nevertheless as feoffees in trust for such person and persons, estate and estates, uses, intents, and purposes, and with, under, and subject to such powers, provisoes, declarations, and agreements, and charged and chargeable in such manner as the said Le Gendre Nicholas Starkie, the father, should at any time, or from time to time, by any deed or deeds direct or appoint, and in default of such direction or appointment in trust for the said Le Gendre Nicholas Starkie, the father, his heirs and assigns for ever. And in the said settlement it was further recited that the trustees of one thousand eight hundred and fifty-one were intended to be admitted copyhold tenants of the hereditaments and premises so described respectively so soon as the same could conveniently be done after the execution thereof. And the said Le Gendre Nicholas Starkie, the father, by the said deed of settlement appointed that all the copyhold messuages and hereditaments in and held of their several manors and all other, if any, the copyhold lands and hereditaments comprised in the several surrenders above mentioned should thenceforth be and remain, and that the trustees of one thousand eight hundred and fifty-one should stand and be seized thereof as feoffees in trust for such person or persons for such estates, and with, under, and subject to such powers and limitations over as were in the said settlement declared of and concerning the freehold hereditaments and estates thereby settled, or as near conformable thereto as might be, and the nature of the tenure of the copyhold premises respectively and the rules of law and equity would admit. And by the settlement of one thousand eight hundred and fifty-one power was given to appoint new trustees in the room of such as might die, renounce, or desire to be discharged from or refuse or become incapable or unfit to act or go

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And whereas by deed poll dated the twenty-fourth day of June one thousand eight hundred and fifty-four, endorsed on the settlement of one thousand eight hundred and fifty-one, and under the hands and seals of the said Le Gendre Nicholas Starkie, the father, and Le Gendre Nicholas Starkie, the son, power was in pursuance of the authority reserved in the settlement of one thousand eight hundred and fifty-one, or otherwise given to Le Gendre Nicholas Starkie, the father, by will, to charge the settled estates (subject as aforesaid) with a sum not exceeding in the whole the sum of thirty thousand pounds, and interest not exceeding the rate of four pounds per centum per annum, as portions for the said Henry Arthur Starkie and Anne Elizabeth Starkie, such charge and portions to be conditional on Le Gendre Nicholas Starkie, the father, not exercising his power under the settlement of one thousand eight hundred and fifty-one of appointing a rentcharge in favour of his second son, the said John Pierce Chamberlain Starkie :

And whereas the said John Master died on the twenty-first day of November one thousand eight hundred and fifty-six, and the said John Master Whalley died on the twenty-seventh day of October one thousand eight hundred and sixty-one :

And whereas by indenture, dated the twenty-ninth day of April one thousand eight hundred and sixty-five (also endorsed on the settlement of one thousand eight hundred and fifty-one), made between the said Le Gendre Nicholas Starkie, the father, of the first part, the said James Yorke Scarlett (then Lieutenant-General Sir James Yorke Scarlett, K.C.B.), and Thomas Foster Chamberlain, of the second part, and Ralph Assheton, of Downham Hall, in the county of Lancaster, Esquire, and William Thomas Carr, of the Middle Temple, barrister-at-law, of the third part, it was recited that since the execution of the settlement of one thousand eight hundred and fifty-one the several lands therein-after particularly described, being part of the settled estates, had been sold or exchanged, and divers freeholds, life, leasehold, and copyhold hereditaments therein

described had been acquired by purchase and exchange, and had been conveyed or otherwise assured to the trustees of one thousand eight hundred and fifty-one, and settled in like manner as under the settlement of one thousand eight hundred and fifty-one, subject nevertheless as to certain of such newly acquired hereditaments to certain powers of appointment reserved to the said Le Gendre Nicholas Starkie, the father, but none of which had been exercised by him; and the said Le Gendre Nicholas Starkie, the father, thereby appointed the said Ralph Assheton, and the said William Thomas Carr to be trustees of the settlement of one thousand eight hundred and fifty-one in the room of the said John Master and the said John Master Whalley, and also to be trustees of the said newly acquired lands and hereditaments, and the said settled estates were duly conveyed to and vested in them, together with the surviving trustees of one thousand eight hundred and fifty-one:

And whereas by his will, dated the twenty-ninth day of April one thousand eight hundred and sixty-five, the said Le Gendre Nicholas Starkie, the father, appointed the advowson of Rufford and the patronage of Heyhouses to trustees in trust to nominate the said Henry Arthur Starkie on the next vacancy, and subject thereto, upon the trusts of the settlement of one thousand eight hundred and fifty-one, and (in pursuance of the power conferred by the settlement of one thousand eight hundred and fifty-one) appointed to the said Henry Arthur Starkie an annuity of five hundred pounds, and to his daughter the said Anne Elizabeth (late the wife of the therein named George William Horton, but now deceased) an annuity of four hundred pounds, and charged the same upon the settled hereditaments situate in the townships of Simonstone, Padiham, Hapton, Huncoat, Heyhouses, Pendleton, Coldcoates, Great Mearley, Worston, Chatburn, Clitheroe, Salesbury, Billington, Wilpshire, Balderston, Osbaldeston, Higham, New Laund Booth, Goldshaw Booth, and Barley Booth, in the county of Lancaster, and Waddington and Bashall, in the county of York (except Huntroyde demesne); and the said testator also charged the settled estates in Tonge, Harwood, Bolton, Turton, Heaton, Tyldesley, and Shackerley, Worsley, Kearsley, Westhoughton, and Salford with payment of thirty thousand pounds, with interest at four pounds per centum per annum, for portions for the said Henry Arthur Starkie and Anne Elizabeth Horton, and appointed the said estates to the said Sir James Yorke Scarlett and Thomas Foster Chamberlain for a term of one thousand years to secure the same, with a proviso for cesser of the said term on payment of the said sum of thirty thousand pounds out of the accumulations of personal estate; and the said testator devised to his second son the said John Pierce Chamberlain Starkie certain freehold here-

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ditaments and premises in the said township of Westhoughton for his life, and then upon the limitations of the settlement of one thousand eight hundred and fifty-one, and further devised certain copyhold estates at Hilltop and Padiham Hight-side to the trustees of one thousand eight hundred and fifty-one, upon trust to pay the rents of the former to the said John Pierce Chamberlain Starkie and the rents of the latter to the said Henry Arthur Starkie for their respective lives, and thereafter on the trusts of the settlement of one thousand eight hundred and fifty-one; and the testator further devised certain estates in the will named (but not included in the settlement of one thousand eight hundred and fifty-one) for the benefit of the said John Pierce Chamberlain Starkie, Henry Arthur Starkie, and Anne Elizabeth Horton respectively, in settlement as therein mentioned; and the testator devised and bequeathed all the residue and remainder of his freehold and customary or copyhold estates whatsoever, and also all his leasehold estates unto the trustees of one thousand eight hundred and fifty-one, upon trust to pay the rents thereof to the said Anne Starkie for life, and after her death upon the trusts of the settlement of one thousand eight hundred and fifty-one; and the testator bequeathed his residuary personal estates to the said Sir James Yorke Scarlett, Ralph Assheton, and Thomas Foster Chamberlain, upon trusts for investment and accumulation for twenty-one years, and to apply the same in discharge of the said sum of thirty thousand pounds; and the testator appointed the said Sir James Yorke Scarlett, Thomas Foster Chamberlain, Le Gendre Nicholas Starkie, the son, and John Pierce Chamberlain Starkie executors of his will:

And whereas the said testator died on the fifteenth day of May one thousand eight hundred and sixty-five without leaving or having had any other children than those named in the settlement of one thousand eight hundred and fifty-one, and without having revoked or altered his said will, which on the twenty-third day of September following was proved by all the executors therein named in the district registry at Lancaster, attached to Her Majesty's Court of Probate:

And whereas by indenture of settlement made the fourteenth day of October one thousand eight hundred and sixty-seven, and executed prior to the marriage of the said Le Gendre Nicholas Starkie, the son, with Jemima Monica Mildred Tempest, and made between the same Le Gendre Nicholas Starkie, the son, of the first part, the said Jemima Monica Mildred Tempest of the second part, John Smith Entwisle, of Foxholes, in the county of Lancaster, Esquire, and Arthur Cecil Tempest, Esquire, Captain in Her Majesty's Eleventh Regiment of Hussars, of the third part, and

Sir Lionel Milborne Swinnerton Pilkington, of Chevet Hall, in the west riding of York, Baronet, and Paget Peploe Mosley, of Netherseale Old Hall, in the county of Leicester, Esquire, of the fourth part, Le Gendre Nicholas Starkie, the son, demised parts of the freehold estates situate in Simonstone, Padiham, Hapton, Huncoat, Pendleton, Coldcoates, Great Mearley, Salesbury, Billington, Wilpshire, Clitheroe, Wiswell, Balderston, Osbaldeston, and Bashall to the said John Smith Entwisle and Arthur Cecil Tempest, their executors, administrators, and assigns, for the term of ninety-nine years, if the said Le Gendre Nicholas Starkie, the son, and Jemima Monica Mildred Tempest should both so long live, upon trust to raise four hundred pounds a year for pin money for the said Jemima Monica Mildred Tempest, and also appointed the said freehold estates and certain copyhold estates situated in Higham Booth, New Laund Booth, Goldshaw Booth, Barley Booth, Heyhouses, and Pendleton to the said John Smith Entwisle and Arthur Cecil Tempest for the term of two hundred years from his death, to secure payment to the said Jemima Monica Mildred Tempest of a yearly rentcharge of one thousand pounds during the joint lives of the said Anne Starkie and Jemima Monica Mildred Tempest, and after the death of the said Anne Starkie, and during the remainder of the life of the said Jemima Monica Mildred Tempest, if she should so long remain the widow of the said Le Gendre Nicholas Starkie, the son, and unmarried again, the yearly rentcharge of one thousand five hundred pounds, but in the event of her second marriage, a yearly rentcharge of one thousand pounds; and power was reserved by the said Le Gendre Nicholas Starkie, the son, to increase the said jointure to two thousand pounds, and the said Le Gendre Nicholas Starkie, the son, also appointed the said freehold estates (subject as aforesaid) to the said Sir Lionel Milborne Swinnerton Pilkington and Paget Peploe Mosley for a term of five hundred years for securing payment of fifteen thousand pounds, with interest thereon at the rate of four pounds per centum per annum, for portions for the younger children of the marriage, in such shares as he and the said Jemima Monica Mildred Tempest should jointly, by deed, or as the survivor should by deed or will appoint, and in default of appointment, equally among such children as being a son or sons should attain the age of twenty-one years, or as being a daughter or daughters should attain the same age, or should marry, with the consent of her or their parent or parents, guardian or guardians:

And it was by the said indenture provided that the charges thereby created should not in anywise affect or prejudice the powers of leasing, selling, exchanging, making partition, and mortgaging contained in the settlement of one thousand eight hundred and

A.D. 1877. fifty-one; and it was also provided that the trustees of one thousand eight hundred and fifty-one should stand seised of the said copyhold hereditaments (subject only to such charges as the same were liable to under the settlement of one thousand eight hundred and fifty-one and the said will), upon such trusts and with such powers for securing the several yearly rentscharge therein-before limited which for the time being should be payable, and also for securing the raising and payment of the said charge of fifteen thousand pounds, if the same should become payable, as would correspond with the trusts and powers therein-before contained concerning the said freehold hereditaments, or as near thereto as the different tenures of the said copyholds would permit:

And whereas the said marriage of the said Le Gendre Nicholas Starkie, the son, and Jemima Monica Mildred Tempest was duly solemnised on the fifteenth day of October one thousand eight hundred and sixty-seven, and there is issue of such marriage two sons only, namely, Edmund Arthur Le Gendre Starkie and Henry Randal Le Gendre Starkie:

And whereas the said John Smith Entwisle, one of the trustees of the marriage settlement last recited, died on the twentieth day of June one thousand eight hundred and sixty-eight, and the said Sir James Yorke Scarlett died on the sixth day of December one thousand eight hundred and seventy-one:

And whereas the said John Pierce Chamberlain Starkie has issue three children only, namely, one son, Francis Chamberlain Le Gendre Starkie, and two daughters, Ann Charlotte Le Gendre Starkie and Susan Catharine Starkie, who are all infants under the age of twenty-one years, and unmarried:

And whereas the said Anne Elizabeth Horton died on the twenty-fourth day of January one thousand eight hundred and sixty-nine, having had issue, and leaving two children only, namely, one son, Le Gendre George Horton, and one daughter, Anne Frances Horton, her surviving; and the said George William Horton is the personal representative of the said Anne Elizabeth Horton:

And whereas the said Henry Arthur Starkie is a bachelor:

And whereas the said sum of thirty thousand pounds charged by the will on the estates therein mentioned has not been raised, but the accumulations of the personal estate, as contemplated by the will, will, when realised, be more than sufficient to satisfy such charge:

And whereas the powers of mortgage conferred by the settlement of one thousand eight hundred and fifty-one have not been exercised, and no part of the settled estates is now subject to mortgage:

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And whereas the trustees of one thousand eight hundred and fifty-one have under the powers of the settlement from time to time sold parts of the settled estates, and invested part of the purchase money in the purchase of other lands, which have been settled upon the uses of the said settlement of one thousand eight hundred and fifty-one, and a sum of twenty-five thousand pounds, or thereabouts, is now either in hand or invested in accordance with the trusts of the settlement of one thousand eight hundred and fifty-one, and applicable to the purchase of real estate, but it is not always possible or advantageous to make such purchase in the townships in which the settled estates are situate, and it would be desirable and expedient to extend the powers of the trustees of one thousand eight hundred and fifty-one in this respect in manner herein-after mentioned :

And whereas it is desirable that the powers of the trustees of one thousand eight hundred and fifty-one, with respect to the sale and exchange of parts of the settled estates, should be extended as herein-after mentioned, and particularly that they should be enabled to sell certain water rights in the township of Heaton, which have been conditionally awarded or agreed to be awarded to Richard Henry Ainsworth :

And whereas certain portions of the family mansion at Huntroyde require to be rebuilt, and various additions are necessary thereto, and the moneys available for and the powers applicable to this purpose under the settlement of one thousand eight hundred and fifty-one, or otherwise, are insufficient for such rebuilding and additions, and it is accordingly expedient that such further powers in these respects should be given as are herein-after expressed :

And whereas several parts of the settled estates are eligible for building land if proper roads, streets, and bridges were formed, but the trustees of one thousand eight hundred and fifty-one have under the settlement no power (irrespective of the power of leasing) to lay out or form such roads, streets, or bridges, or to raise money for such purpose, and it would be for the advantage of the said Le Gendre Nicholas Starkie, the son, and the persons entitled in remainder that such power of raising money for the making of roads, streets, and bridges, and that such further powers in relation to works as are herein-after expressed should be given :

And whereas the trustees of one thousand eight hundred and fifty-one having acted for many years past are not desirous of undertaking the further duties or of exercising the additional powers conferred by this Act, and it is accordingly desirable that fit and proper persons should be appointed as herein-after mentioned in substitution for the trustees of one thousand eight hundred and

A.D. 1877. fifty-one to act in all respects as such trustees have hitherto done, and to exercise the additional powers by this Act conferred :

And whereas the several persons named in this Act have consented to accept the office of such trustees, and to act in execution of the settlement of one thousand eight hundred and fifty-one and this Act, and it is expedient that they be empowered accordingly :

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

Wherefore Your Majesty's most dutiful and loyal subject the said Le Gendre Nicholas Starkie, the son, on his own behalf, and as the natural guardian of his infant sons the said Edmund Arthur Le Gendre Starkie and Henry Randal Le Gendre Starkie :

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 :

Short title.

1. This Act may be cited for all purposes as "The Starkie Estate Act, 1877."

Interpretation clause.

2. In this Act the words and expressions following have the meanings following unless excluded by the subject or context ; (that is to say,)

The expression "the trustees" means and includes the trustees by this Act appointed and authorised ; namely,

John Hardy Thursby, of Number 10, Green Street, Grosvenor Square, London, in the county of Middlesex, Esquire, Thomas Richard Crosse, of Shaw Hill, near Preston, in the county of Lancaster, Esquire, and Henry Alison, of Park Hall, Chorley, in the same county, Esquire, and the survivors of them, and the survivor of them, his executors and administrators, and other the trustees and trustee from time to time appointed as herein-after provided :

The expression "the settled estates" shall include all the manors, capital, and other messuages or dwelling-houses, buildings, farms, lands, and hereditaments which by any means or in any manner now are subject to the subsisting uses of the settlement of one thousand eight hundred and fifty-one, particulars of which are set forth in the schedule to this Act, or which may hereafter be purchased with or out of any moneys, stocks, funds, or securities which may be liable to be invested in hereditaments to be settled to the uses of the said settlement, or which may otherwise, by virtue of any provision contained in the said settlement or in this Act, become subject to the subsisting uses of the said settlement. .

3. Upon and from the passing of this Act the trustees of one thousand eight hundred and fifty-one shall be deemed to have retired from office, and the trustees shall be deemed to have been substituted for them; and all property, rights, and interests heretofore vested in, exerciseable, or possessed by the trustees of one thousand eight hundred and fifty-one, under or for the purposes of or in connexion with the settlement of one thousand eight hundred and fifty-one, shall, by virtue of this Act, become and be vested in, exerciseable, and possessed by the trustees as fully in all respects as if the same had been transferred to and vested in the trustees by a vesting order of the Chancery Division of the High Court of Justice; and the trustees, in addition to the several rights and powers conferred by the settlement of one thousand eight hundred and fifty-one, shall further possess and may exercise the several rights and powers conferred by this Act.

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Powers of settlement and of this Act vested in the trustees in substitution for trustees of 1851.

4. Within one month after the passing of this Act, a Queen's Printer's copy of the same shall be duly produced at Somerset House, and there stamped with two ten-shilling stamps as in the case of a vesting order; and thereupon the said copy of this Act, or a duplicate thereof, shall become and be evidence of the said transfer and vesting, and otherwise, as the circumstances may require, for all purposes and in all proceedings whatsoever.

Copy of this Act to be stamped at Somerset House.

5. The trustees may in manner herein-after mentioned sell the parts following of the settled estates (other than the Huntroyde demesne); (that is to say,) such parts of the settled estates as are situate in the township of Balderston, and any outlying and detached portions of the settled estates not exceeding twenty acres in extent situate in any other township, and particularly the trustees may sell the said water rights in the township of Heaton so awarded or agreed to be awarded to Richard Henry Ainsworth as aforesaid; and the moneys arising from such sale or sales shall be dealt with by the trustees in manner herein-after provided.

Power to sell land, &c.

6. In pursuance of the power of sale herein-before conferred, it shall be lawful for the trustees from time to time, and at any time hereafter, at the request or with the assent in writing of the said Le Gendre Nicholas Starkie, the son (herein called Le Gendre Nicholas Starkie), or other the person for the time being entitled to or in possession of the rents and profits of the settled estates, or without such request, during the minority of any child or children entitled as aforesaid, to make any such sale as aforesaid, either by public auction or private contract, and to insert any special or other stipulations as to title or evidence or commencement of title or otherwise in any conditions of sale or contract for sale of the said

Powers of Trustees as to sale of settled estates.

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premises, or any part thereof, and to buy in or rescind or vary any contract for sale, and re-sell without being responsible for any loss occasioned thereby, and to make any such sale either subject or not subject to the exemption and reservation of all or any of the mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, or upon the settled estates so sold, and either with or without such liberties, powers, privileges, wayleaves, and easements for searching, for working, getting, and disposing of the same mines, minerals, coals, quarries, stones, clay, sand, and substances, or otherwise in relation thereto, as to the trustees may seem fit, and to sell all or any such mines, minerals, coals, quarries, stones, clay, sand, and substances apart from or without, or with part only of the surface, and with any such liberties, powers, privileges, wayleaves, and easements for any of the purposes aforesaid as to the trustees may seem fit; and the purchaser or purchasers, or person or persons, taking under any sale may be required to enter into any covenants, or submit to any restrictions of any description which the trustees may deem beneficial to the property retained, or any part thereof, or otherwise expedient, and the assurance of the premises sold may be made in such manner and form as may be expedient for giving effect to every or any such exception, reservation, or restriction.

Similar powers as to exchange of lands.

7. The trustees may in manner herein-after mentioned exchange any part or parts of the settled estates (other than the Huntroyde demesne and the lands excepted from the power of exchange in the settlement of one thousand eight hundred and fifty-one) for other and suitable estates of equal or nearly equal value in lieu thereof; and upon and for the purpose of facilitating any such exchange or exchanges the trustees may from time to time give or receive any moneys by way of equality of exchange which may be deemed necessary or expedient, and upon and with respect to any such exchange of lands the trustees shall possess and be entitled to exercise similar powers in all respects to the powers herein-before conferred in the case of lands sold by them, or as nearly in accordance therewith as the circumstances will permit: Provided always, that the part or parts of the settled estates so to be exchanged shall be exchanged only for lands situated in some one or more of the townships in which any lands already forming part of the settled estates are situate, or for lands which, although not within any of such townships, shall be adjacent to some portion of the settled estates.

Interim investments of purchase money and

8. Until the money received on any sale, or otherwise paid over or coming to the trustees under the provisions of this Act, is applied as herein-after provided by such trustees, the same shall be from

time to time invested by such trustees in the parliamentary stocks or funds of Great Britain, or at interest on Government or real securities in England or Wales as such trustees think fit, with power to them from time to time to vary the investments into other stocks, funds, and securities of a like nature; and the interest, dividends, and annual produce of or from such investments shall be paid to the person who, if lands had been purchased with the money so invested and had been settled, would be entitled to the profits of those lands.

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application
of income
already in
hand.

9. Except as herein-after provided, all moneys now in hand or invested as last aforesaid, and all other moneys from time to time arising from sales of parts of the settled estates under the powers of the settlement of one thousand eight hundred and fifty-one, or under the provisions of this Act, or so much of the said moneys as the trustees from time to time think fit so to invest, shall be laid out in such manner as the trustees think fit for the purpose of any such purchase, exchange, redemption, discharge, or payment as is prescribed in the settlement of one thousand eight hundred and fifty-one or in this Act, subject to the following variations and additions; (namely,)

Purchase,
&c. of lands.

That the powers of purchase of hereditaments thereby or hereby given shall extend to the purchase of freehold or copyhold hereditaments, or leaseholds held for a term of not less than nine hundred years, in any township in which lands already forming part of the settled estates are situated, or in any township adjacent to some portion of the settled estates; and that the powers of exchanging hereditaments shall similarly so extend, provided that no investment as aforesaid shall be made without the consent in writing of the said Le Gendre Nicholas Starkie, or other the person for the time being entitled to or in possession of the rents and profits of the settled estates, if he or she shall be of full age.

10. The said hereditaments so from time to time purchased or acquired by exchange by the trustees shall forthwith be settled and assured to such uses, to such trusts, and with and subject to such powers and provisions as will correspond with the limitations, uses, trusts, powers, and provisions then affecting the settled estates for the time being, or as near thereto as the nature of the estates to be purchased or acquired by exchange and other circumstances will admit.

Settlement
of lands pur-
chased or
exchanged.

11. It shall be lawful for the trustees, and they are hereby authorised and empowered (but only upon such request as is herein-after mentioned), to pull down such part or parts as they think necessary of the messuage or family mansion of Huntroyde,

Power to
trustees to
improve
mansion of
Huntroyde.

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and the offices and out-buildings, stables, and farm buildings contiguous thereto and occupied therewith, and to add to, re-erect, build, lay out, and complete the same, together with the yards, gardens, and pleasure grounds thereof, and to erect a muniment room and estate offices in connexion therewith: Provided always, that any expenditure so to be made by the trustees upon or in connexion with the messuage and family mansion of Huntroyde shall be conditional upon and only authorised by this Act in the event of a sum equal in amount to the said outlay of the trustees upon or in connexion with the family mansion of Huntroyde being expended for the like purposes concurrently, or as near thereto as may be reasonably practicable, by the said Le Gendre Nicholas Starkie, or other the person for the time being entitled to or in possession of the rents and profits of the settled estates as life tenant thereof.

Power to trustees to construct works and prepare lands for building purposes.

12. It shall be lawful for the trustees to form and construct and maintain upon any part or parts of the settled estates which they may deem suitable for building purposes any roads and streets, bridges, squares, and market places, ways or avenues, or other works for the general improvement of the settled estates, and to make or construct upon any part or parts of the settled estates all such drains, sewers, pavements, passages, reservoirs, watercourses, and other easements, and to erect or set up such walls or other fences, and to cut and take down and remove or make use of such hedges, fences, timber, and other trees and underwood, and also such houses and other buildings, and the materials thereof, and to dig and remove and make use of such stones, earth, clay, sand, loam, or gravel, and to execute all such other works and improvements, and to do all such other acts as the trustees shall think necessary or convenient for the purpose of forming and constructing or maintaining or for providing for or for facilitating the drainage and sewerage and fencing and lighting and the general convenience and healthfulness of such roads, streets, bridges, squares, market-places, ways, avenues, and other works as aforesaid, or for preparing any land which may be intended to be leased or granted for use and occupation for the purposes of buildings and improvements, or for enabling and facilitating the advantageous leasing or granting thereof, and also to take or pull down or remove any houses or buildings, or any part or parts of any houses or buildings in or upon any part or parts of the settled estates, and to rebuild or erect and build any houses, erections, and buildings in or upon any part or parts of the settled estates as the trustees shall think necessary or expedient, and for the purposes foregoing they may enter into such contracts, and employ such engineers, architects, agents, workmen, and servants as such trustees think fit.

13. Subject as herein-after mentioned, the trustees from time to time after the passing of this Act may for the purposes hereafter specified advance out of moneys in their hands, or raise on the security of all or any parts of the settled estates (other than the Huntroyde demesne) any sum or sums of money not exceeding in the whole thirty-seven thousand pounds, and in order to secure the repayment of the principal sum or sums so raised, with interest thereon, may, by any deed or deeds, grant or demise by way of mortgage, either with or without power of sale, the hereditaments to be charged therewith to the person or persons advancing the same, or his or their respective nominee or nominees, in fee simple, or for any term or terms of years, either with or without impeachment of waste, but subject to a proviso for the redemption or making void of the security on repayment of the principal sum or sums so to be borrowed, with interest for the same, at any rate not exceeding the rate of five pounds per centum per annum, at the time or times and in the manner to be specified in such deed or deeds, and may expend the money so raised for the purposes following; (that is to say,)

A.D. 1877.
Power to trustees to raise money on mortgage.

(1.) They may expend such part of the fund so advanced or raised in defraying the costs, charges, and expenses of and preliminary to the preparing for and obtaining the passing of this Act as may be necessary for that purpose :

(2.) They may expend part of the fund so advanced or raised, not exceeding fifteen thousand pounds, in, for, or towards rebuilding, in whole or in part, or for or towards the execution of substantial and permanent improvements, alterations, and additions of and to the family mansion at Huntroyde, but subject to the provisions herein-before contained as to the expenditure of a like amount concurrently by the said Le Gendre Nicholas Starkie or other the life tenant as aforesaid :

(3.) They may expend a further portion of the fund so advanced or raised, or such portions of it as they from time to time deem necessary or advantageous, but not exceeding in the whole the sum of twenty thousand pounds, in the construction and maintenance of roads, streets, bridges, squares, market places, ways, avenues, and other works, conveniences, and improvements as aforesaid, upon the settled estates, and in the preparation of land for building purposes.

14. The powers as aforesaid of the trustees to advance or raise money on mortgage of the settled estates, and any and every application of such moneys by them for the purposes herein-before

Limitation of powers of trustees.

A.D. 1877. mentioned shall (save as to the payment of the costs of this Act, when taxed, which shall be obligatory on the trustees) be exercised and made only at the request, in writing, of the said Le Gendre Nicholas Starkie, or other the person for the time being entitled to or in possession of the rents and profits of the settled estates as life tenant thereof, or during the minority of any person next entitled to the settled estates in remainder at the discretion of the trustees.

Power for trustees to re-borrow.

15. If and whenever the trustees, after having secured any money by any mortgage made by them under this Act, are required or think fit to pay off the money thereby secured or any part thereof, they may re-borrow for the purpose, on the security of all or any parts of the settled estates (other than the Huntroyde demesne), but subject to the terms and charges affecting the same, the sum originally secured; and in order to secure the repayment of the principal sums so re-borrowed, with interest, may mortgage the settled estates to the person or persons advancing the same, or his or their respective nominee or nominees, in manner herein-before provided for securing the original sum borrowed.

Trustees not to re-borrow any sum paid off by sinking fund.

16. Provided always, that the trustees shall not re-borrow any sum which is paid off by means of a sinking fund provided under the provisions of this Act, but on any sum secured by any mortgage made by the trustees under this Act being paid off by means of a sinking fund, the powers of the trustees for borrowing and re-borrowing under this Act shall to that extent wholly cease.

Trustees may concur in transfer, &c. of mortgages.

17. The trustees may, after having made any mortgage under this Act, from time to time make and concur in all such transfers and other dealings with the mortgage and may procure all such releases or re-conveyances of the settled estates, and may make, concur in, and procure all such other dealings with and dispositions of the mortgage or the settled estates, or any part thereof (other than the Huntroyde demesne), as the trustees from time to time think expedient.

Mortgages to be redeemable.

18. Every mortgage made by the trustees pursuant to this Act shall be and be made redeemable by the person from time to time entitled to the actual possession or to the receipt of the rents and profits of the settled estates.

Persons entitled to possession, &c. of the settled estates to pay interest on mortgages

19. Every person who from time to time after the making of any mortgage by this Act authorised, and subject thereto, is entitled to the actual possession or the receipt of the rents and profits of the settled estates shall be liable to pay and shall pay the interest secured by the mortgage, and the yearly sums to be appropriated as a sinking fund, which shall fall due during the time of his being so

entitled, and his personal representatives shall be liable to pay and shall pay a proportionate part of the interest and the yearly sums to be appropriated as a sinking fund which shall accrue from the last half-yearly or yearly day of payment thereof up to the day of his death; and if and whenever any person or his representatives so liable to pay any interest or yearly sums, or a proportionate part thereof, as the case may be, fail so to do, and it is paid by any other person, the person so paying it or his representatives may recover the amount so paid with interest, at the rate of four pounds per centum per annum thereon, from the person or his representatives liable to pay it.

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and yearly
sums for
sinking fund.

20. Every mortgage to be granted by the trustees pursuant to this Act shall be subject and without prejudice to all leases now affecting the settled estates or any part thereof, and to all leases of the same to be made in accordance with the settlement of one thousand eight hundred and fifty-one, whether such leases be made before or after the making of the said mortgage, and to the leasing powers conferred by the said settlement of one thousand eight hundred and fifty-one, and to all jointure and other charges affecting the same.

Mortgages
to be subject
to leasing
powers.

21. Every receipt from time to time given by the trustees for any money received by them under this Act shall be a discharge for the same, and from all liability, claims, and demands in respect thereof; and the several mortgagees shall not in any case be bound to see to the application of the money so advanced by them respectively.

Trustees
receipt to be
a discharge.

22. Every sale or exchange made under this Act by the trustees shall take effect, subject and without prejudice to all leases theretofore granted under the settlement of one thousand eight hundred and fifty-one of the hereditaments comprised in such sale or exchange, and also subject and without prejudice to any mortgage or incumbrance for the time being subsisting affecting the same; and all lands purchased by the trustees under the authority of this Act shall be subject to all powers of leasing and otherwise dealing with the same contained in the settlement of one thousand eight hundred and fifty-one as amended by this Act.

Sales, &c. to
be subject to
subsisting
leases, &c.

23. In order to discharge the principal money advanced or secured by any mortgage made under this Act by the trustees, they shall, from and after the expiration of five years from the date of each advance or mortgage granted by them under the authority of this Act, in every year appropriate out of the yearly rents, issues, and profits of the settled estates such a sum, and as nearly as conveniently may be of the same amount in every year, as may be

Sinking fund
to be pro-
vided to pay
off moneys
secured by
mortgage
made by the
trustees.

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sufficient to pay off in twenty-five years after the expiration of such five years as aforesaid the principal sum so advanced or secured, or if any part of that principal sum be paid off by means of a sinking fund under this Act, then sufficient to pay off in twenty-five years after the expiration of such five years as aforesaid the principal sum remaining so advanced or secured, and the sums so from time to time appropriated shall form a sinking fund to be applied in paying off the principal moneys so secured.

Investment
of sinking
fund.

24. The trustees shall from time to time invest the sinking fund in the purchase of parliamentary stocks or funds of Great Britain, or other Government securities, to be increased by accumulation in the way of compound interest or otherwise until the same is of sufficient amount to pay off the principal money, for the paying off of which the sinking fund is applicable, or such part thereof as the trustees think ought then to be paid off, and may from time to time, when and as they think fit, apply the sinking fund in or towards paying off the principal money for the discharge of which it is formed.

Trustees
may procure
execution of
works by
public bodies
or private
persons.

25. The trustees may procure any commissioners, corporation, local board, surveyor of highways, public body, company, person or persons, to make, construct, and maintain any such roads and streets, bridges, squares, and market places, ways, avenues, drains, sewers, pavements, passages, reservoirs, watercourses, and other works, conveniences, and improvements as are herein-before authorised to be made, constructed, and maintained by the trustees, and they may, out of the said sum of twenty thousand pounds, repay all or so much as may be agreed on of the expenses of such making and construction; but any expense of maintenance not borne by such commissioners, corporation, local board, surveyor of highways, public body, company, person or persons, shall be defrayed out of the rents and profits of the settled estates.

Trustees
may make
arrange-
ments with
adjoining
landowners.

26. The trustees may make any arrangements they may consider expedient or desirable with any corporation, company, public body, person or persons for the time being proprietors of or interested in any lands or hereditaments adjoining or near to any part of the settled estates respecting any of the following matters:

(A.) The laying out and construction of any roads, streets, bridges, squares, and market places, ways, avenues, drains, sewers, pavements, passages, reservoirs, watercourses, and other works, conveniences, and improvements either upon, under, over, or across the settled estates, or upon, under, over, or across any such other hereditaments for

the joint benefit of the settled estates, or some part thereof, and of such other hereditaments, or some part thereof, or for the exclusive benefit either of the settled estates, or some part thereof, or of the said other hereditaments, or some part thereof: A.D. 1877.

(B.) The raising and paying the expenses of and incident to the laying out and construction of any such works as aforesaid, and of and incident to the maintenance thereof:

(C.) The purchase, sale, or enjoyment of any easements or other rights:

And the contribution (if any) of the settled estates towards such laying out and construction, and towards such purchase as aforesaid, may be paid out of the said sum of twenty thousand pounds; and the contribution of the same estates towards the maintenance of any such works shall be paid out of the rents and profits of the estates.

27. The said Le Gendre Nicholas Starkie, or other the person or persons for the time being having the power to grant building leases under the powers in the settlement of one thousand eight hundred and fifty-one, may from time to time, and at any time or times, if and when he or they shall think fit, agree with any person or persons to or with whom any lease or contract for a lease may be granted or entered into by him or them under the powers of the said settlement, or with any adjoining owner with whom any such arrangement may be made as is herein-before authorised, or with any other person or persons whomsoever, for the repayment to the trustees of all or any part of the moneys which may have been or may thereafter be expended under the powers of this Act upon the land to be comprised in any such lease or contract, or which may have been or may thereafter be expended under such powers in the formation, construction, or maintenance of roads, streets, squares, market places, ways, avenues, drains, sewers, pavements, passages, reservoirs, watercourses, or other conveniences, or in the performance or execution of any works or improvements whatsoever upon the settled estates which may be necessary or conducive to the advantageous occupation and enjoyment of the land to be comprised in such lease, or any buildings or improvements to be erected or made thereon, or to the general benefit or the settled estates, and may take such security and stipulate for such remedies, if he or they think it desirable to do so, for the repayment and recovery thereof to and by the trustees, as he or they shall think fit; and the moneys so to be payable shall not be deemed a fine or premium for the making of any lease under the provisions contained in the said settlement of one thousand eight

Power to contract for repayment of money laid out in improvements.

A.D. 1877. : hundred and fifty-one, but shall be deemed capital applicable for the purposes of this Act.

Application of moneys repaid for improvements.

28. Subject to the provisions herein-after contained the trustees may from time to time apply such moneys as shall be repaid to or recovered by them under any contract so entered into as mentioned in the last preceding section in or towards the formation, construction, or execution of such works upon the settled estates, as are herein-before authorised, in such manner in all respects as are herein-before mentioned, concerning the application of the said sum of twenty thousand pounds, and the person or persons for the time being having the power to grant leases may, if he or they think fit, enter into any such contracts as are mentioned in the last preceding section of this Act for the repayment of the whole or any part of the moneys so applied, and all the provisions of the present section shall apply to any moneys which shall be repaid under any such contract, so that the process here described may be repeated as often as may be thought expedient; and without prejudice to the preceding provisions, the trustees may from time to time apply the moneys to be repaid to or recovered by them under any such contract in or towards the discharge or satisfaction of any moneys which may have been borrowed by them at interest under the powers of this Act, or any of them, in such manner as the trustees shall think most beneficial: Provided always, that until the application for any of the purposes aforesaid of all or any part of the moneys to be repaid or recovered as aforesaid, the same or so much thereof as shall for the time being be unapplied shall be invested by the trustees in their names in any securities authorised by the Chancery Division of the High Court of Justice for investments by trustees, and the investments thereof may be from time to time altered, varied, or transposed for or into other stocks, funds, shares, or securities of a like nature, and also called in or sold and disposed of, as occasion shall require, and the interest, dividends, and annual produce arising from such stocks, funds, shares, and securities as aforesaid shall be paid to the person or persons from time to time entitled to the receipt of the rents and profits of the settled estates.

Power of trustees to obtain building materials upon the settled estate.

29. It shall be lawful for the trustees (if they are advised that the same can conveniently and economically be done) for the purpose of the improvement of the mansion of Huntroyde, and in connexion therewith, to get, dig, and remove any building stone, earth, clay, sand, loam, gravel, and other substances requisite or desirable for such purposes out of the settled estates, or any part thereof, which shall be suitable for that purpose, and to manufacture the same into bricks, tiles, or other materials to be used in

improving the said mansion house, or in connexion therewith, or for such other purposes as from time to time the trustees may deem expedient. A.D. 1877.

30. In case during the continuance of the powers of the trustees under this Act such trustees, or any of them, or any trustee or trustees appointed as herein-after provided shall die or go to reside abroad, or desire to be discharged, or refuse or become incapable to act, then and in every such case it shall be lawful for the said Le Gendre Nicholas Starkie, or other the person for the time being entitled to or in possession of the rents and profits of the settled estates, or during the minority of such person for the trustees, with the approbation of the Chancery Division of the High Court of Justice, to appoint a new trustee or new trustees in the place of the trustee or trustees so dying or going to reside abroad, or desiring to be discharged, or refusing or becoming incapable to act as aforesaid, and upon every or any such appointment the number of trustees may be augmented or reduced (but so that the number of the trustees shall not be less than three), and upon every such appointment, the trust property (if any) then vested in the trustees, or in the heirs, executors, or administrators of the last survivors of such trustees, shall (if and so far as the nature of the property and other circumstances shall require or order it) be transferred, so that the same may be vested in the trustees or trustee so appointed either solely or jointly with the surviving or continuing trustees; and every trustee so appointed as aforesaid may as well before as after such transfer of the trust property (if any) act or assist in the execution in the powers by this Act conferred upon the trustees. As to appointment of future trustees.

31. The trustees shall pay all the charges and expenses of preparing and obtaining this Act, or incidental thereto, out of the first moneys in or coming to their hands, or which may be raised by them under the provisions of this Act. Costs of Act.

32. The trustees shall keep separate and distinct accounts, showing how much money has from time to time been raised by them, and upon what security and upon what rate of interest, and how such money has been applied, together with the amount which has been invested or applied by them for the purposes of such sinking fund as aforesaid during the year next preceding the making of such accounts, and the description of the securities on which any such investment has been made, and the purposes to which any portion of the sinking fund or investment has been applied during the same period, and the total amount (if any) remaining uninvested at the end of the year, together with all the Accounts to be kept by trustees.

A.D. 1877.

other usual and necessary particulars; and the trustees shall annually, and within twenty-one days after the thirty-first day of December in each year, forward to the said Le Gendre Nicholas Starkie, or other the person entitled for the time being to the rents and profits of the settled estates, copies of the said accounts.

Duration of powers of trustees.

33. All powers of mortgage herein conferred upon the trustees, and all powers of applying the money so raised, together with all powers of re-borrowing and all other powers by this Act conferred or intended to be conferred upon the trustees, shall cease and absolutely determine on and after the coming of age of the person next entitled in remainder to the settled estates after the said Le Gendre Nicholas Starkie, or other the person for the time being entitled to or in possession of the rents and profits of the said estates as life tenant thereof: Provided always, that such cesser and determination of powers shall be without prejudice to any mortgages theretofore made by the trustees, and then subsisting, and that, with respect to the sinking fund heretofore created, the trustees shall continue to exercise any powers which may be necessary to pay off by means of such sinking fund all the money so raised by them on mortgage.

Powers may be extended in certain event.

34. Provided always, that notwithstanding such cesser and determination of powers as aforesaid, it shall be lawful for the trustees, upon being requested in writing so to do by the said Le Gendre Nicholas Starkie, and the person so entitled as life tenant as aforesaid, or either of them (but only upon such request), to continue to exercise their powers under this Act in all respects as if the same had not ceased or expired, pending the re-settlement of the said estates, or for any further period which may be fixed in the said written request.

Indemnity of trustees.

35. The several persons who from time to time are trustees under this Act, their heirs, executors, and administrators respectively, shall not be answerable the one for the other of them, or any of them, for any involuntary loss or expense, and they respectively, out of any moneys in hand or coming to their respective hands by virtue of this Act or otherwise, may reimburse themselves respectively, and allow to the others of them respectively their respective costs, charges, and expenses in and about the execution of this Act.

General saving.

36. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons, bodies, politic and corporate, and their respective heirs, executors, administrators, and successors (other than and except the persons designated by name or otherwise in the next following section of this Act), all such

estate, right, title, interest, claim, and demand whatsoever, of, in, to, out of, or upon the messuages, lands, tenements, or hereditaments, and premises comprised in or affected by this Act, or any part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

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37. Provided that the following persons are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; (that is to say,)

Persons
excepted
from general
saving and
bound by
Act.

First. Le Gendre Nicholas Starkie, Edmund Arthur Le Gendre Starkie, Henry Randal Le Gendre Starkie, and other the heirs male of the body of the said Le Gendre Nicholas Starkie, and his and their respective heirs, executors, administrators, and assigns, and the first and other daughters of the said Le Gendre Nicholas Starkie, and the heirs of their respective bodies :

Second. John Pierce Chamberlain Starkie, Francis Chamberlain Le Gendre Starkie, and other the heirs male of the body of the said John Pierce Chamberlain Starkie, and his and their respective heirs, executors, administrators, and assigns, and Ann Charlotte Le Gendre Starkie, Susan Catharine Starkie, and the other daughters of the said John Pierce Chamberlain Starkie, and the heirs of their respective bodies :

Third. Henry Arthur Starkie and the heirs male of his body, and his and their respective heirs, executors, administrators, and assigns, and the first and other daughters of the said Henry Arthur Starkie, and the heirs of their respective bodies :

Fourth. Le Gendre George Horton and Anne Frances Horton (children of the said Anne Elizabeth Horton), and the heirs of their respective bodies :

Fifth. George William Horton as the personal representative of the said Anne Elizabeth Horton :

Sixth. Anne Starkie (widow of the said Le Gendre Nicholas Starkie the father), her executors, administrators, and assigns :

Seventh. The several persons herein-before described or referred to as the trustees of one thousand eight hundred and fifty-one, and the trustees :

Eighth. The said Edward Every Clayton and Thomas Foster Chamberlain as trustees of the said term of one hundred years, for securing payment of the rentcharges under the settlement of one thousand eight hundred and fifty-one, and their successors :

Ninth. Jemima Monica Mildred Starkie (wife of the said Le Gendre Nicholas Starkie) and Arthur Cecil Tempest, Sir

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—

Lionel Milborne Swinnerton Pilkington, and Paget Peplow Mosley, as trustees of the marriage settlement of one thousand eight hundred and sixty-seven, and their successors, together with all other persons claiming under such settlement.

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

38. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised 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 SCHEDULE containing particulars of the Settled Estates
(exclusive of the Huntroyde Demesne).

A.D. 1877.

Description.	Annual Rent.		
COUNTY OF LANCASTER :			
PARISH of BOLTON.			
Township of Tonge	5,283	7	1
" Harwood	31	—	—
" Bolton	723	16	—
" Turton	282	—	—
PARISH of DEAN.			
Township of Heaton	233	13	9
" Kearsley	1,069	11	1
" Westhoughton	1,634	13	9
PARISH of LEIGH.			
Township of Tyldesley with Shackerley	1,896	8	8
PARISH of WHALLEY.			
Township of Simonstone	863	7	11
" Padiham	1,420	2	—
" Pendleton	1,562	10	—
" Heyhouses and part of Padiham	541	—	—
" Mearley and portions of Chatburn and Worston	706	—	—
" Hapton and Huncoat	793	—	—
" Clitheroe	488	1	2
" Higham	1,092	10	—
" New Laund Booth	220	—	—
" Goldshaw Booth	92	—	—
" Barley Booth	25	—	—
" Wiswell	50	—	—
PARISH of BLACKBURN.			
Townships of Salesbury, Billington, and Wilpshire	202	2	6
" Osbaldeston and Balderston	208	—	—
COUNTY OF YORK :			
PARISH of MITTON.			
Township of Waddington	6	6	—
" Bashall	105	—	—
£	19,529	9	11

Note.—The timber on the Settled Estates is not of any appreciable value except on the Huntroyde Demesne, which is expressly excluded from the Act.

