

**CHAPTER 2.**

An Act to enable the Trustees of the Earl of Hardwicke's Settled Estates to raise money for payment of his debts and for vesting in such Trustees his Life Interest in the Settled Estates and also for vesting in them certain pictures and other effects in the mansion of Wimpole as heirlooms and for other purposes in relation thereto. A.D. 1881.

[11th August 1881.]

WHEREAS at the date of the settlement of 1858 herein-after stated and under the following indentures namely:— Charges subsisting at the date of the settlement of 1858.

(1) An indenture dated the 9th day of October 1833 and made between Philip third Earl of Hardwicke and Charles Philip Yorke the elder of the first part Charles Philip Yorke the younger afterwards fourth Earl of Hardwicke and in this Act called the fourth earl of the second part the Honourable Susan Liddell now Dowager Countess of Hardwicke of the third part and the Honourable and Reverend Robert Liddell John Trotter and the Reverend Henry Reginald Yorke of the fourth part (being the settlement executed previously to the marriage between the fourth earl and Susan now Dowager Countess of Hardwicke);

(2) An indenture dated the 29th day of July 1835 and made between the fourth earl of the first part the said Susan his wife then Countess of Hardwicke of the second part William Keppell Viscount Barrington John Somers Cocks commonly called Viscount Eastnor and the said Robert Liddell and Henry Reginald Yorke of the third part the said John Trotter of the fourth part and Sir Hedworth Williamson Baronet and John Theophilus Blakeney of the fifth part;

(3) An indenture dated the 29th day of September 1841 and made between the said Henry Reginald Yorke of the first part Thomas Somers Cocks and the Honourable and Reverend James Somers Cocks of the second part John Earl Somers and Caroline

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Harriet Countess Somers his wife of the third part the fourth earl of the fourth part and the said Viscount Barrington of the fifth part being an assignment to the said Viscount Barrington as trustee for the fourth earl of a sum of 20,000*l.* the part which then remained a subsisting charge of a sum of 28,000*l.* originally raiseable for portions and which sum of 20,000*l.* was subsequently assigned by the said Viscount Barrington to the fourth earl;

- (4) An indenture dated the 17th day of July 1855 and made between William Milligan and Edmund Halswell of the first part Sir Charles Enricke Douglas of the second part William Martin Leake of the third part the fourth earl of the fourth part and the said Viscount Barrington of the fifth part being an assignment to the said Viscount Barrington of a sum of 7,000*l.* the part which then remained a subsisting charge of a sum of 12,000*l.* which the said Charles Philip Yorke the elder then deceased had power to charge and did in fact charge by his will dated the 19th day of April 1827 and a codicil thereto;
- (5) An indenture dated the 17th day of March 1858 and made between the fourth earl of the first part Charles Philip Viscount Royston eldest son of the fourth earl of the second part and William George Craven of the third part being an assurance for the purpose of disentail made by the fourth earl and his eldest son Viscount Royston and duly enrolled as a disentailing assurance;

the Hardwicke estates partly freehold of inheritance described in the first schedule to the settlement of 1858 and partly copyhold of inheritance described in the third schedule to that settlement and partly freeholds held under leases for lives described in the second schedule to that settlement were (besides certain jointure rentcharges charged thereon which have since ceased to be payable) subject to the following charges (namely):

- (A) The principal sum of 16,687*l.* 16*s.* 2*d.* being the unpaid balance of the said sum of 20,000*l.* vested in the fourth earl for his own use but which balance he released by the settlement of 1858 herein-after stated;
- (B) The said sum of 7,000*l.* vested in the said Viscount Barrington in trust for the fourth earl but which he also released by the settlement of 1858 herein-after stated;
- (C) Two jointure rentcharges of 600*l.* and 900*l.* still subsisting and payable to the said Susan Dowager Countess of Hardwicke during her life if as has since happened she should survive her husband secured by a term of 200 years commencing from the

death of the fourth earl and limited to Sir Hedworth William-
son and John Theophilus Blakeney ; A.D. 1881.

- (D) A sum of 20,000*l.* raiseable for the portions of the daughters and younger sons of the fourth earl under the trusts of a term of 3,000 years commencing from the death of the fourth earl and limited by the said indenture of the 29th day of July 1835 to the said Viscount Barrington Viscount Eastnor Robert Liddell and Henry Reginald Yorke as the trustees of the said indenture but which sum has since been discharged as hereinafter stated ;

and subject to the said charges the said Hardwicke settled estates stood limited as to the freeholds To such uses and as to the copyholds and leaseholds for lives upon such trusts as the fourth earl and his eldest son the said Viscount Royston should by deed appoint and in default of appointment to the uses or upon the trusts subsisting prior to the execution of the said disentailing assurance :

And whereas by the indenture dated the 18th day of March 1858 in this Act called the settlement of 1858 expressed to be made between the fourth Earl of Hardwicke of the first part the said Viscount Royston of the second part the said Viscount Barrington of the third part the Honourable Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger of the fourth part and the Honourable Edward Chandos Leigh and the Reverend Arthur Saville of the fifth part the following appointments and conveyances were made by the fourth earl and the said Viscount Royston (that is to say) :—

The settle-
ment of 1858
made by the
4th earl
and his eldest
son Viscount
Royston
(present
earl).

First the fourth earl and Viscount Royston under their joint power appointed the manors or lordships or reputed manors or lordships capital and other messuages advowsons rights of presentation farms lands tithes fee farm rents and hereditaments comprised in the first schedule to the settlement now in recital and also all other (if any) the hereditaments situate in the several counties of Cambridge Hertford York Durham Dorset Devon Cornwall Suffolk and Huntingdon or any of them or elsewhere in England which they had power jointly to appoint subject to the estates and charges having priority to the said joint power and the said William Keppell Viscount Barrington as trustee of the said sum of 7,000*l.* for the fourth earl assigned and the fourth earl as to the said sum of 16,687*l.* 16*s.* 2*d.* and 7,000*l.* and all interest due or to become due for the same and to the intent that the same might sink into the hereditaments charged therewith released the same hereditaments :

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Secondly the fourth earl under the powers vested in him as in the indenture now in recital mentioned appointed the manors or lordships or reputed manors or lordships messuages farms lands tithes tithe-rentcharges and hereditaments comprised in the first second fourth and fifth parts of the fourth schedule to the said settlement now in recital And also all other if any the hereditaments situate in the counties of Cambridge Hertford York Durham Dorset Devon Cornwall Suffolk Norfolk and Huntingdon or either of them which he had power in anywise solely to appoint:

Thirdly the said fourth earl granted and conveyed all the said manors or lordships or reputed manors or lordships messuages farms lands tithes and hereditaments comprised in the said fourth schedule to the said settlement now in recital and also all other if any the hereditaments situate in the several counties of Cambridge and Hertford or either of them of or to which he was seized or in anywise entitled for an estate of inheritance in fee simple unto the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger their heirs and assigns subject as to the hereditaments comprised in the third part of the said fourth schedule to an indenture dated the 9th day of September 1843 being a mortgage for securing the sum of 25,000*l.* and interest thereon and to the principal moneys and interest thereby secured:

And by the indenture now in recital it was agreed and declared that the appointments grant and conveyance therein-before contained should operate and enure as to the hereditaments comprised in the first schedule thereto to the use to confirm the uses estates charges and incumbrances so subsisting therein other than and except the said sums of 16,687*l.* 16*s.* 2*d.* and 7,000*l.* and the securities for the same respectively And as to all the said manors advowsons rights of presentation messuages farms lands tithes fee farm rents and hereditaments therein-before limited and appointed and granted and conveyed which were therein-after designated as "the said settled estates" to the use that the said Viscount Royston should during the joint lives of the fourth earl and himself receive certain yearly rentcharges which have since ceased by the death of the fourth earl and subject thereto to the use of the fourth earl during his life without impeachment of waste and with all such powers privileges and exemptions as were vested in him before the execution of the disentailing assurance herein-before mentioned with remainder to the use that if the said Susan Countess of Hardwicke should survive the 4th earl she and her assigns might thenceforth receive

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during her life the clear yearly rentcharge of 700*l.* in addition to the said yearly rentcharges of 600*l.* and 900*l.* then already secured to her as aforesaid making together a yearly rentcharge of 2,200*l.* to be charged upon and payable out of the said settled estates by equal quarterly payments without any deduction the first of such quarterly payments to be made at the end of three calendar months after the death of the fourth earl if she should then be living with the usual powers of distress and entry to secure payment of the same and subject as aforesaid to the use of the said Edward Chandos Leigh and Arthur Saville their executors administrators and assigns for the term of 1,000 years from the death of the fourth earl without impeachment of waste upon the trusts thereafter declared and after the expiration or other sooner determination of the said term of 1,000 years and in the meantime subject thereto to the use of the said Viscount Royston during his life without impeachment of waste with remainder to the use of the first and other sons of the said Viscount Royston successively in tail male with remainder to the use of the Honourable John Manners Yorke (the second son of the fourth earl) during his life without impeachment of waste with remainder to the use of the first and other sons of the said John Manners Yorke successively in tail male with remainder to the use of the Honourable Victor Alexander Yorke (the third son of the fourth earl) during his life without impeachment of waste with remainder to the use of the first and other sons of the said Victor Alexander Yorke successively in tail male with remainder to the use of the Honourable Eliot Constantine Yorke (the fourth son of the fourth earl) during his life without impeachment of waste with remainder to the use of the first and other sons of the said Eliot Constantine Yorke successively in tail male with remainder to the use of the Honourable Alexander Grantham Yorke (the fifth son of the fourth earl) during his life without impeachment of waste with remainder to the use of the first and other sons of the said Alexander Grantham Yorke successively in tail male with remainder to the use of the sixth and other sons of the fourth earl successively in tail male with remainder to the use of Henry Reginald Yorke brother of the fourth earl during his life without impeachment of waste with remainder to the use of Philip Sydney Yorke (the first son of the said Henry Reginald Yorke) during his life without impeachment of waste with remainder to the use of the first and other sons of the said Philip Sydney Yorke successively in tail male with remainder to the use of Henry Eliot Yorke (the second son of the said Henry Reginald Yorke) during his life without impeachment of waste with remainder to the use of the first and

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lifetime was empowered by deed will or codicil to charge the settled estates with a jointure rentcharge to any woman whom he might marry not exceeding in the whole for any such woman the yearly sum of 2,200*l.* with usual powers and remedies for enforcing payment thereof And also to appoint the premises charged to any person or persons for any term or terms of years without impeachment of waste upon usual trusts for better securing the payment of such jointure rentcharge but so that the said settled estates should not under the power lastly therein-before contained be at any one time subject to the payment of rentcharges exceeding in the whole the annual sum of 2,800*l.* And by the indenture now in recital every tenant for life of the said settled estates other than the fourth earl was empowered by deed will or codicil to charge the settled estates with the payment of any sum or sums of money for the portion or portions of his child or children other than a first or only son or any other son or sons who before attaining the age of twenty-one years should become entitled to the settled estates for an estate for life or in tail male in possession or in immediate reversion not exceeding in the whole the sums in the said indenture mentioned according to the number of such children and not exceeding in any case 28,000*l.* And it was declared that the said settled estates should not become ultimately subject to payment of any greater sum for portions than 28,000*l.* And the said indenture of settlement now in recital contained the following powers and provisions (that is to say)—

- (1) A power for the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors or administrators of such survivor during minority of a tenant for life or tenant in tail male by purchase in possession to enter into the possession or receipt of the rents and profits and manage or superintend the management of the settled estates with the usual powers for that purpose and the usual directions as to disposal of surplus rents and profits:
- (2) A power for the fourth earl and every other tenant for life when in possession and also for the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors or administrators of such survivor during the minority of any person thereby made tenant for life or tenant in tail male by purchase who if of full age would for the time being be entitled in possession to grant leases for any term not exceeding 21 years and also to grant leases for purposes of building or improvement for any term

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not exceeding 99 years and also to grant leases of mines minerals stones clay or substances in or under the settled estates for any term not exceeding 60 years :

- (3) A power for the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors or administrators of such survivor during the life of any tenant for life in possession with his consent in writing if he should be of full age and also during the minority of any tenant for life or tenant in tail male by purchase who if of full age would for the time being be entitled in possession at the discretion of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger or the survivor of them or of the executors or administrators of such survivor to enfranchise any copyhold or customary tenement or also to grant to any copyhold or customary tenant of any tenement a licence enabling building or improvements and also to make partition and to give or receive money for equalities of partition and also to sell or exchange for other manors lands or hereditaments in England or Wales all or any of the said settled estates and upon any such exchange to give or receive any money for equality of exchange :

And it was by the indenture now in recital agreed and declared that the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors or administrators of such survivor should receive all moneys which might become payable upon any such enfranchisement partition sale or exchange as aforesaid and with all convenient speed invest the same in the purchase of other manors lands or hereditaments in England or Wales for an estate in fee simple or of lands of a leasehold or copyhold or customary tenure or in purchasing the enfranchisement of any lands of copyhold or customary tenure for the time being subject to the subsisting trusts of the said indenture now in recital yet so as that during the life of any person thereby made tenant for life who should for the time being be entitled as aforesaid and should be of full age every such purchase should be made with his consent in writing . And it was thereby agreed and declared that the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the heirs executors or administrators of such survivor should settle and assure all such of the manors lands or hereditaments so to be purchased or taken upon enfranchisement or partition or in exchange as aforesaid as should be freeholds of inheritance to the uses upon the trusts and with and subject to the powers provisoes agreements and

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declarations in and by the said indenture now in recital limited expressed and declared or under the powers therein-before contained to be limited expressed or declared of and concerning the said settled estates or as near thereto as the deaths of parties and other intervening accidents would admit of but not so as to increase or multiply charges or powers of charging and should settle and assure all such of the said manors lands or hereditaments so to be purchased or taken upon enfranchisement or partition or in exchange as aforesaid as should be of leasehold or copyhold or customary tenure upon such trusts and with and subject to such powers provisoes and declarations as should correspond with the uses trusts powers provisoes agreements and declarations in and by the said indenture now in recital limited expressed and declared or under the said powers to be limited expressed and declared of and concerning the said settled estates or as near thereto as the different tenure or quality of the premises and the rules of law and equity and the deaths of parties and other intervening accidents would admit of but not so as to increase or multiply charges or powers of charging and so that if any of the lands purchased or taken upon enfranchisement or partition or in exchange should be held by lease or leases for years the same should not vest absolutely in any person thereby made tenant in tail male by purchase unless he should attain the age of twenty-one years but on his death under that age should go devolve and remain in the same manner as if they had been freeholds of inheritance and had been settled accordingly And it was thereby agreed and declared that it should be lawful for the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors or administrators of such survivor upon the request of any person thereby made tenant for life who should for the time being be entitled as aforesaid and should be of full age or if there should be no person for the time being so entitled as aforesaid and of full age then at their or his own discretion to apply any money to arise by any such sale enfranchisement partition or exchange as aforesaid in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments then subject to the then existing uses or trusts of the said indenture now in recital but without altering the equities or obligations of the parties claiming under the said indenture now in recital as to defraying the fines and expenses of such renewals of leases or grants thereby authorised and it was thereby agreed and declared that until the money to arise by such sale enfranchisement partition or exchange as aforesaid should be disposed of as

A.D. 1881. therein-before directed the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the survivor of them and the executors and administrators of such survivor with the consent of the person (if any) thereby made tenant for life who should for the time being be entitled as aforesaid and should be of full age and if there should for the time being be no such person then at the discretion of them or him the said trustees or trustee for the time being might invest the same or any part thereof in their or his names or name in any of the public stocks or funds of Great Britain or upon Government or real or leasehold securities in England or Wales or in the purchase of stock of the Bank of England or in or upon the mortgages debentures or securities of any railway or other company incorporated by Royal Charter or under any Act of Parliament and might with such consent or at such discretion as aforesaid vary such stocks funds and securities And it was thereby agreed and declared that the dividends interest and income of such stocks funds and securities should be paid and applied to such person or persons for such purposes and in such manner as the rents and profits of the hereditaments to be purchased therewith as aforesaid would be payable or applicable in case such purchase and settlement as aforesaid were then actually made And it was thereby agreed and declared that as between the fourth earl his heirs executors administrators and the said hereditaments comprised in the said indenture of the 9th day of September 1843 the same hereditaments should remain charged with the payment of the principal moneys and interest thereby secured in exoneration of the fourth earl his heirs executors and administrators and by the indenture now in recital the fourth earl and Viscount Royston covenanted to bar their estates tail in the copyhold or customary hereditaments comprised in the third schedule thereto and all other the copyhold or customary hereditaments situate in the several counties of Cambridge and Hertford or either of them or elsewhere in England of or to which the fourth earl or the said viscount was entitled either at law or in equity for an estate in tail male or in tail And to surrender the same to the use of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger their heirs and assigns according to the respective customs of the same manors and at and under the rents fines heriots suits and services therefore due and of right accustomed upon trusts corresponding to the uses therein declared concerning the said settled estates and by the indenture now in recital the fourth earl covenanted to surrender all the copyhold or customary hereditaments comprised in the fifth schedule thereto and all

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other (if any) the copyhold or customary hereditaments situate in the several counties of Cambridge and Hertford or either of them (other than the hereditaments comprised in the covenant lastly therein-before contained) of or to which he was seised or entitled either at law or in equity for any estate of inheritance to the use of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger their heirs and assigns upon trusts corresponding to the uses therein declared concerning the settled estates And by the said indenture now in recital the fourth earl and the said Viscount Royston granted and conveyed the leasehold hereditaments comprised in the second schedule thereto and all other (if any) the leasehold hereditaments situate in the Isle of Ely and the county of Cambridge or either of them of or to which the fourth earl and Viscount Royston or either of them were or was entitled under any lease or leases for lives or a life unto and to the use of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger their heirs and assigns for and during the lives or life of the several persons or person named in the lease or leases under which the same premises were respectively held upon trusts corresponding to the uses therein declared concerning the said settled estates and it was by the indenture now in recital provided agreed and declared that if the said several trustees thereby constituted or any of them or any trustee or trustees appointed as therein-after provided should 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 should be lawful for the fourth earl and Viscount Royston or the survivor of them 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 might be augmented or reduced And upon every such appointment all the estates moneys stocks funds and securities (if any) then vested in the trustee or trustees so being abroad or desiring to be discharged or refusing or becoming incapable to act as aforesaid either solely or jointly with the other trustee or trustees of the same respectively or in the surviving trustee or trustees of the same respectively or in the heirs executors or administrators of the last surviving trustee of the same respectively (as the case might be) should be so conveyed assigned and transferred that the same might be vested in the surviving or continuing trustee of the same respectively jointly with such new trustee or in such new trustee or trustees solely as the case might require and every trustee so appointed as aforesaid and also every

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Deed of 20th
June 1860,
giving the
4th earl
power to
charge 2000*l.*

And whereas by indenture bearing date the 20th day of June 1860 and made between the fourth earl of the one part and the said Viscount Royston of the other part in consideration of the sum of 2,000*l.* paid to the said Viscount Royston by the fourth earl they the fourth earl and Viscount Royston under the power of revocation and new appointment contained in the settlement of 1858 gave to the fourth earl a power by deed or will or codicil to charge all or any part of the said settled estates with the payment in addition to any money which he then had power to charge of any sum not exceeding in the whole 2,000*l.* together with simple interest thereon at the rate of 4*l.* per centum per annum from the day of the date of the indenture now in recital until the day of the death of the fourth earl together with interest on the principal sum to be charged after the rate aforesaid from the day of the death of the fourth earl And also power to create a term or terms of years without impeachment of waste for the purpose of raising and securing the sum so to be charged and the interest thereon :

Deed of 10th
Nov. 1862
charging
10000*l.* for
the benefit of
the 4th earl.

And whereas by indenture dated the 10th day of November 1862 and made between the fourth earl of the first part the said Viscount Royston of the second part and the said Adolphus Frederick Octavius Liddell of the third part in consideration of the sum of 10,000*l.* paid to the said Viscount Royston by the fourth earl they the fourth earl and Viscount Royston in exercise of the power of revocation and new appointment contained in the settlement of 1858 charged the said settled estates with the payment to the fourth earl his executors administrators or assigns of such principal sum of money as should be equal to the aggregate amount of the sum of 10,000*l.* and simple interest thereon after the rate of 4*l.* per centum per annum from the day of the date of the indenture now in recital until the day of the death of the fourth earl together with interest on the said principal sum after the rate aforesaid from the day of

the death of the fourth earl And also appointed all the settled estates unto and to the use of the said Adolphus Frederick Octavius Liddell his executors administrators and assigns for the term of 1,300 years from the day of the death of the fourth earl without impeachment of waste upon trust to raise the principal sum so charged with the interest thereon after the rate aforesaid And also the costs and expenses of raising the same. A.D. 1881.

And whereas by indenture bearing date the 12th day of February 1863 and made between the fourth earl of the first part the said Viscount Royston of the second part the said Adolphus Frederick Octavius Liddell and the said Thomas Somers Cocks of the third part and the said Thomas Somers Cocks Michael Biddulph and John Manners Yorke of the fourth part It was declared that the total moneys to be charged by the fourth earl under the said indenture of the 20th day of June 1860 should not exceed the sum of 2,000*l.* with interest thereon after the rate of 4*l.* per centum per annum from his death and the fourth earl released the estates charged by the said indenture of the 10th day of November 1862 from the principal moneys and interest thereby respectively charged thereon other than and except the principal sum of 10,000*l.* together with interest thereon at the rate of 4*l.* per centum per annum from his death and such costs and expenses as therein mentioned And by the said indenture now in recital the fourth earl and Viscount Royston in exercise of the said power of revocation and new appointment contained in the settlement of 1858 and without prejudice to the said indentures of the 20th day of June 1860 and the 10th day of November 1862 except in so far as varied by the indenture now in recital appointed that the estates comprised in the settlement of 1858 should thenceforth go remain and be and for the purpose of confirming the said settlement They also granted and conveyed all the hereditaments comprised in the first schedule to the said settlement of 1858 and all other (if any) the hereditaments of or to which the fourth earl or Viscount Royston was previously to the execution of the disentailing assurance herein-before mentioned seized or entitled at law or in equity for any estate in tail male or in tail to the use to confirm such of the charges and incumbrances subsisting in the hereditaments comprised in the said first schedule before the execution of the same indenture other than the said sums of 16,687*l.* 16*s.* 2*d.* and 7,000*l.* and the interest thereon and the securities for the same as were still subsisting and also to confirm and corroborate the said indentures of the 20th day of June 1860 and the 10th day of November 1862 except in so far as the same were varied by the indenture now in recital and also to confirm another mortgage made by the said viscount of his interest in the

Deed of 12th
Feb. 1863
varying the
settlement of
1858 and the
charges in
favour of the
4th earl.

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Firstly the sums mentioned in the said settlement amounting together to the sum of 28,000*l.* provided for the portions of the children of the fourth earl :

Secondly any sum which might be charged by the fourth earl under the powers of the said settlement or by the said indenture now in recital by reference given to him to charge any sum not exceeding in the whole the sum of 10,000*l.* :

Thirdly any sum which might be charged by the fourth earl under the power contained in the said indenture of the 20th day of June 1860 as varied by the indenture now in recital :

Fourthly the said sum of 10,000*l.* and interest intended to be secured by the said indenture of the 10th day of November 1862 as varied by the said indenture now in recital and

Fifthly a sum of 10,000*l.* which it was intended should be charged on the said estates in case (which did not happen) the said Viscount Royston should die in the lifetime of the fourth earl and should leave any child or children as therein mentioned :

by and out of the rents and profits of the said estates to raise the annual sum of 800*l.* and all costs and expenses incurred in raising the same and to invest and accumulate the same in the manner therein mentioned until the aggregate thereof should be equal to the aggregate amount of the said principal sums or of so much thereof as should for the time being remain charged on the said estates hereditaments and premises And when and so soon as the said

aggregate sum should equal the said last-mentioned aggregate amount or the said period of twenty-one years should expire whichever event should first happen to pay and apply the sum which should have arisen from the said annual sum and the accumulations thereof in or towards the discharge of such of the said principal sums as should for the time being remain so charged on the said estates hereditaments and premises as aforesaid : A.D. 1881.

And whereas by an indenture dated the 14th day of February 1863 and made between the fourth earl of the first part the said Viscount Royston of the second part the Right Honourable Henry Richard Charles Earl Cowley and Lady Sophie Georgiana Robertine Wellesley one of the daughters of the said Earl Cowley of the third part the Honourable John Manners Yorke and the Right Honourable Robert Grosvenor Baron Ebury of the fourth part the said Edward Chandos Leigh and the Honourable and very Reverend Gerald Wellesley of the fifth part and the Honourable Victor Alexander Yorke and the Honourable Eustace Brownlow Henry Gascoyne Cecil (commonly called Lord Eustace Cecil) of the sixth part (being a settlement made in contemplation of a marriage then intended and which was shortly afterwards solemnized between the said Viscount Royston and Lady Sophie Georgiana Robertine Wellesley) :

Settlement on the marriage of Viscount Royston (present earl) charging pin-money jointure and portions.

The fourth earl and Viscount Royston under the joint powers of revocation and new appointment given to them by the settlement of 1858 increased the rentcharge payable to the said viscount during the joint lives of himself and the fourth earl and also limited a jointure rentcharge to the said Lady Sophie Georgiana Robertine Wellesley in the event which did not happen of the said viscount dying in the lifetime of his father the fourth earl and under the power aforesaid the fourth earl and the said viscount limited the said estates comprised in the settlement of 1858 subject to the estate for life of the fourth earl under that settlement to the use of the said Victor Alexander Yorke and Lord Eustace Cecil their executors administrators and assigns for the term of 100 years from the day of the decease of the fourth earl upon trusts for raising and paying to the said Lady Sophie Georgiana Robertine Wellesley during the joint lives of herself and the said Viscount Royston the annual sum of 300*l.* for her separate use without power of anticipation and by way of pin-money and subject thereto to the uses and upon the trusts and subject to the powers provisoes declarations and agreements in the settlement of 1858 or by reference thereto by the said indenture of the 12th day of February 1863 declared concerning the said settled estates And by the indenture now in recital the said Viscount Royston under the power given to him by the

A.D. 1881. settlement of 1858 (or by reference thereto) appointed unto the said Sophie Georgiana Robertine Wellesley in case the said intended marriage should be duly solemnized and she should survive him a yearly rentcharge of 1,600*l.* to be charged upon and issuing out of all the estates comprised in that settlement payable after the decease of the said Viscount Royston and thenceforth during her life by half-yearly payments as in the said indenture mentioned as and for her jointure with powers of entry and distress to secure the same And by the said indenture now in recital the said Viscount Royston under the power aforesaid appointed that all the estates therein-before charged with the said jointure rentcharge should from and immediately after his decease remain and be to the use of the said John Manners Yorke and Baron Ebury their executors administrators and assigns for the term of ninety-five years to commence from the day of his decease without impeachment of waste upon trusts for securing and raising and paying the said jointure rentcharge And by the said indenture now in recital and under the power in that behalf contained in the settlement of 1858 the said Viscount Royston charged all the estates thereby settled but subject and without prejudice to the said jointure rentcharge of 1,600*l.* and the remedies and term of years for securing the payment thereof with the raising and payment for the portion or portions of the child or children of the said Viscount Royston by the said Lady Sophie Georgiana Robertine Wellesley (other than a first or only son or any other son who before attaining the age of twenty-one years should under the limitations of the settlement of 1858 or by reference thereto become entitled to the said settled estates for an estate in tail in possession or in remainder expectant on the decease of the said Viscount Royston) of the sums in the indenture now in recital mentioned being the full sums authorised to be charged for portions by the settlement of 1858 in the different events therein mentioned and by the said indenture now in recital and under the power in that behalf given by the settlement of 1858 or by reference thereto the said viscount appointed all the said estates therein-before charged (but subject and without prejudice to the said yearly rentcharge of 1,600*l.* and the powers and remedies and term of years for securing the same and subject and without prejudice to the uses and estates preceding the uses or estates limited to him for his life by the said settlement and to the powers relating to such preceding uses or estates and to the uses and estates (if any) limited in exercise of the same powers) unto the said Edward Chandos Leigh and Gerald Wellesley their executors administrators and assigns for the term of 600 years to commence from the day of the decease of the said Viscount Royston without impeachment of

waste upon trusts for raising and paying the said sums for portions and also annual sums for maintenance and the said indenture contained a provision that children of the said Viscount Royston by a second or subsequent marriage should be entitled to participate in the principal and annual sums thereby charged and made raiseable in like manner as if they had been children of the then intended marriage: A.D. 1881.

And whereas the fourth earl made his will dated the 12th day of April 1864 and thereby under the power given him by the settlement of 1858 he charged the said settled estates with the payment after his death unto his brother the said Henry Reginald Yorke the said Adolphus Frederick Octavius Liddell the said Edward Chandos Leigh and his son the said John Manners Yorke (therein-after called "his said trustees") or the survivors or survivor of them or the executors or administrators of such survivor of 10,000*l.* with interest at 4*l.* per centum from his death and appointed all the said settled estates so charged as aforesaid subject to the said rentcharges in favour of his wife the said Susan the Countess of Hardwicke and the said portions for younger children unto his trustees for the term of 1,500 years upon trusts for raising the said sum of 10,000*l.* with interest as aforesaid And the testator gave devised and bequeathed all the residue of his estate real and personal including therein the said sum of 10,000*l.* and interest so charged by him on the said settled estates as aforesaid and also including the said principal sum equal to the aggregate amount of 10,000*l.* and simple interest thereon from the 10th day of November 1862 to the day of his death and the interest thereon so charged on the settled estates (but subject to a life interest in the said sums therein-before given to his wife) Unto and to the use of his said trustees their heirs executors and administrators according to the nature thereof respectively upon trust to sell get in and convert the same into money and out of the proceeds to pay his funeral and testamentary expenses and debts and legacies and to pay or make provision for payment of certain annuities and the testator directed that the net residue of such proceeds should be held in trust for all his children (other than and not being an eldest or only son who or whose issue should immediately upon his death become entitled to his settled estates for his life or for some greater interest) who had already attained or should thereafter either during his lifetime or after his death attain the age of twenty-one years and should be living at his death or should be then dead leaving issue living at his death and their respective executors and administrators in equal shares and proportions and the testator declared that the share of every daughter of his on

Will of the
4th earl.

A.D. 1881. whose marriage or for whose benefit he had already covenanted or might at any time thereafter covenant to pay any principal sum or sums of money should be paid to the persons or person who would for the time being be entitled to receive the principal sum or sums so covenanted to be paid if the same remained unpaid and should be held by them or him upon the same trusts on which such principal sum or sums should for the time being be held And the said testator thereby appointed his said wife and the said Adolphus Frederick Octavius Liddell John Manners Yorke and Victor Alexander Yorke to be the executrix and executors of that his will :

First codicil
to will of
4th earl.

And whereas the fourth earl made a first codicil dated the 14th day of December 1866 to his said will and thereby after reciting (amongst other things) that he had made the said bequest so far as regarded the interest to accrue during his life on the said sum of 10000*l.* charged by the said indenture of the 10th day of November 1862 through an oversight he thereby confirmed the said bequest to the said trustees or trustee of the said sum of 10000*l.* upon and for the trusts and purposes in his said will contained and in exercise of the power contained in the said indenture of the 20th day of June 1860 as varied by the said indenture of the 12th day of February 1863 he charged all the settled estates in the same indenture referred to and in addition to any other sum or sums of money which he was empowered to charge thereon with the payment to the trustees or trustee of his said will of 2000*l.* together with the interest thereon at the rate of 4*l.* per centum per annum from the day of his decease until payment and directed that the same sum of 2000*l.* should be held and applied by the said trustees or trustee upon the trusts in the said will declared of the said sum of 10000*l.* and the investments and income thereof respectively :

Third codicil
to will of
4th earl.

And whereas the fourth earl made a third codicil dated the 16th day of June 1869 to his said will and thereby directed in effect that any sums which might become due under a covenant of indemnity entered into by him as in the said codicil now in recital mentioned should be deducted out of the share of his daughter Lady Mary Catherine Craven in the proceeds of his residuary real and personal estate and that a sum or sums part of such share should be retained and set apart and invested by his executors and trustees for the purpose of meeting any liabilities under the said covenant and subject thereto should be held on the trusts declared by his will affecting the said share of the said Lady Mary Catherine Craven except that during the joint lives of her and her husband William George Craven the annual proceeds should be paid to her for her separate and inalienable use.

And whereas the fourth earl made a fifth codicil dated the 8th day of June 1872 to his said will and thereby revoked the appointment in his said will contained of the said Edward Chandos Leigh as one of the trustees thereof and appointed George Henry Wickes to be such trustee in the place of the said Edward Chandos Leigh and jointly with the said Adolphus Frederick Octavius Liddell and John Manners Yorke And as to all and singular the real and personal estate which by his said will or any codicil thereto he had given bequeathed devised or appointed unto or to the use of the trustees therein named he gave bequeathed devised and appointed the same unto and to the use of the said Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes and their heirs executors administrators and assigns respectively according to the nature and quality thereof respectively Upon the several trusts in his will and four codicils declared concerning the same and he directed that his said will and codicils should be read and construed as if the name of the said George Henry Wickes had been inserted throughout as one of the trustees and as if neither of them the said Henry Reginald Yorke and Edward Chandos Leigh had been named as trustee And he appointed the said George Henry Wickes to be an executor of the said will jointly with his wife and the said Adolphus Frederick Octavius Liddell and John Manners Yorke the then surviving executors therein named:

A.D. 1881.

—
Fifth codicil
to will of
4th earl.

And whereas the fourth earl died on the 17th day of September 1873 and on his death the said Viscount Royston became and is now Charles Philip fifth Earl of Hardwicke and is herein-after in this Act called "the present earl":

Death of
4th earl.

And whereas the fourth earl made two other codicils being the second and fourth codicils to his said will neither of which two codicils affected his will or first or third codicil so far as herein-before recited and died without having altered or revoked his said will save so far as the said will was altered or revoked by the said codicils and without having altered or revoked any of his said codicils save as any earlier of such codicils was altered by any later of such codicils and the said will and codicils were duly proved by the said Susan then and now Dowager Countess of Hardwicke Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes on the 31st day of December 1873 in the Principal Registry of Her Majesty's Court of Probate:

Proof of will
and codicils
of 4th earl.

And whereas from time to time parts of the estates subject to the limitations of the settlement of 1858 have been sold and parts of the proceeds of such sales have been applied in the discharge of the incumbrances thereon mentioned to have been released by the two next herein-after recited indentures and other parts of the proceeds

Investments
now repre-
senting
money re-
ceived from
sales under
power of sale
in settlement
of 1858.

A.D. 1881. — of sale have been applied in enfranchising the copyhold hereditaments subject to the trusts of the said settlement and in part payment of costs and expenses and the residue of the said proceeds of sale is now represented by the sum of 13471*l.* 10*s.* consolidated 3*l.* per cent. annuities standing in the joint names of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks and a sum of 1794*l.* 7*s.* 10*d.* cash.

Release of
20000*l.* and
8000*l.*
charged for
portions of
younger
children of
the 4th earl.

And whereas by an indenture dated the 30th day of August 1875 and expressed to be made between the said Robert Liddell of the first part the said Edward Chandos Leigh of the second part the said Thomas Somers Cocks Michael Biddulph and John Manners Yorke of the third part the present earl of the fourth part and the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks of the fifth part in consideration of the sum of 20000*l.* having been paid to the said Robert Liddell as the then sole surviving trustee of the term of 3000 years limited by the said indenture of the 29th day of July 1835 and in consideration of the sum of 8000*l.* having been likewise paid to the said Robert Liddell with the privity of the said Edward Chandos Leigh who had survived the said Robert Saville and was then the sole surviving trustee of the said term of 1000 years limited by the settlement of 1858 the said Robert Liddell and Edward Chandos Leigh released all the said hereditaments comprised in the settlement of 1858 including therein all the hereditaments comprised in the said indenture of the 29th day of July 1835 from the said sums of 20000*l.* and 8000*l.* making together 28000*l.* raiseable for the portions of the said younger children of the fourth earl by the said Susan Dowager Countess of Hardwicke And the said Thomas Somers Cocks Michael Biddulph and John Manners Yorke surrendered unto the present earl all the said hereditaments therein-before released to the intent that the said term of 1000 years limited therein by the said indenture of the 12th day of February 1863 might merge and be extinguished And the said Robert Liddell in respect of the said term of 3000 years and the said Edward Chandos Leigh in respect of the said term of 1000 years created by the settlement of 1858 declared that the said terms were respectively satisfied terms :

Release of
the charges
of 10000*l.*
10000*l.* and
2000*l.*
created in
favour of the
4th earl.

And whereas by a second indenture dated the 30th day of August 1875 and expressed to be made between the said Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes of the first part the said Adolphus Frederick Octavius Liddell of the second part the said Thomas Somers Cocks and Michael Biddulph and the said John Manners Yorke of the third part the present earl of the fourth part and the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks of the fifth part in consideration of the

A.D. 1881.

said sum of 10000*l.* with interest thereon from the death of the fourth earl charged by his will in exercise of the said power given by the settlement of 1858 and also the said sum of 10000*l.* with interest thereon from the death of the fourth earl charged by the said indenture of the 10th day of November 1862 as varied by the said indenture of the 12th day of February 1863 and also the said sum of 2000*l.* with interest thereon from the death of the fourth earl charged by his first codicil under the power given by the said indenture of the 20th day of June 1860 as varied by the said indenture of the 12th day of February 1863 having been paid to the said Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes They released all the hereditaments comprised in the settlement of 1858 from the said sums of 10000*l.* 10000*l.* and 2000*l.* and the interest thereon And by the indenture now in recital the said Adolphus Frederick Octavius Liddell in respect of the said term of 1300 years limited by the said indenture of the 10th day of November 1862 And the said Thomas Somers Cocks Michael Biddulph and John Manners Yorke in respect of the said term of 1000 years limited by the said indenture of the 12th day of February 1863 And the said Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes in respect of the said term of 1500 years limited by the will of the fourth earl and the fifth codicil thereto declared that the said terms of 1300 years 1000 years and 1500 years were respectively satisfied terms :

And whereas by an indenture dated the 1st day of May 1879 and made between the said Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes of the first part the present earl of the second part Sir Edmund Antrobus Baronet and Hugh Lindsay Antrobus of the third part the Right Honourable Alexander William Crawford Earl of Crawford and Balcarres of the fourth part and the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks of the fifth part After recitals shewing that the copyhold or customary hereditaments subject to the limitations of the settlement of 1858 had been enfranchised and that the fee simple of the several portions thereof had been conveyed to the persons parties thereto of the first second third and fourth parts respectively It was witnessed that the said parties thereto of the first second third and fourth parts respectively granted and conveyed all the hereditaments then formerly of copyhold or customary tenure described in the first second third and fourth schedules to the now-reciting indenture unto the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks and their heirs to such uses and subject to such powers provisoes agreements and declarations as by the settlement of 1858 or any power therein limited or under any

Enfranchise-
ment of all
the copy-
holds held on
the trusts of
the settle-
ment of
1858.

A.D. 1881. such power to be limited were then subsisting and capable of taking effect but not so as to multiply charges or powers of charging :

Issue of the present earl.

And whereas the present earl has only been once married that is to say on the 16th day of February 1863 to the said Sophie Georgiana Robertine Countess of Hardwicke who is still living and there has been issue of such marriage three children and no more that is to say one son Albert Edward Yorke commonly called Viscount Royston and two daughters that is to say Feodorowna Yorke and Magdalen Yorke all of whom are infants under the age of twenty-one years :

Marriage of John Manners Yorke.

And whereas the said John Manners Yorke the second son of the fourth earl is still living and has been only once married that is to say on the 9th day of January 1869 to Edith Mary Haldane Oswald :

Issue of John Manners Yorke.

And whereas there has been issue male of the said John Manners Yorke four sons and no more all of whom are still living that is to say Charles Alexander Yorke Alfred Ernest Yorke Claude John Yorke and Bernard Eliot Yorke all of whom are infants under the age of 21 years :

Death of Victor Alexander Yorke unmarried.

And whereas the said Victor Alexander Yorke the third son of the fourth earl died on the 23rd day of December 1867 in the lifetime of the fourth earl without having been married :

Marriage of Eliot Constantine Yorke.

And whereas the said Eliot Constantine Yorke the fourth son of the fourth earl was only once married that is to say on the 11th day of February 1873 to Annie de Rothschild :

And his death without issue.

And whereas the said Eliot Constantine Yorke died on the 21st day of December 1878 without ever having had any issue :

Alexander Grantham Yorke still unmarried.

And whereas the said Alexander Grantham Yorke the fifth son of the fourth earl is still living and has never been married :

No more than the five before named sons of the 4th earl.

And whereas the fourth Earl of Hardwicke never had any other son besides the five sons herein-before mentioned :

Marriage of Henry Reginald Yorke.

And whereas the said Henry Reginald Yorke the brother of the fourth earl was only once married that is to say on the 19th day of November 1833 to Flora Elizabeth Campbell :

Death of Henry Reginald Yorke.

And whereas the said Henry Reginald Yorke died on the 29th day of September 1871 :

Issue of Henry Reginald Yorke.

And whereas the said Henry Reginald Yorke had issue male five sons and no more that is to say the said Philip Sydney Yorke Henry Eliot Yorke Reginald Beauchamp Yorke Horatio Arthur Yorke and Alexander Campbell Yorke all named in the settlement of 1858 :

And whereas the said Philip Sydney Yorke the first son of the said Henry Reginald Yorke is still living and has been only once married that is to say on the 19th day of May 1881 to Alice Hopwood Schofield :

Marriage of Philip Sydney Yorke.

And whereas the said Philip Sydney Yorke has never had any issue.

But no issue.

And whereas the said Henry Eliot Yorke the second son of the said Henry Reginald Yorke died on the 16th day of July 1864 without ever having been married :

Death of Henry Eliot Yorke unmarried.

And whereas the said Reginald Beauchamp Yorke the third son of the said Henry Reginald Yorke was only once married that is to say on the 30th day of April 1867 to Caroline Augusta Boyd who died on the 8th day of November 1878 :

Marriage of Reginald Beauchamp Yorke.

And whereas the said Reginald Beauchamp Yorke died on the fifteenth day of May 1881 without ever having had any issue :

But no issue

And whereas the said Horatio Arthur Yorke the fourth son of the said Henry Reginald Yorke is still living and has only been once married namely on the 24th day of August 1869 to Harriet Korsse :

Marriage of Horatio Arthur Yorke.

And whereas the said Horatio Arthur Yorke has never had any issue :

But no issue.

And whereas the said Alexander Campbell Yorke the fifth son of the said Henry Reginald Yorke is still living but has never been married :

Alexander Campbell Yorke unmarried.

And whereas the said Eliot Thomas Yorke the second brother of the fourth earl is still living and has only been once married that is to say on the 31st day of January 1833 to Emily Anne Millicent Redcliffe who is still living :

Marriage of Eliot Thomas Yorke.

And whereas there has never been any issue of the said Eliot Thomas Yorke :

No son of Eliot Thomas Yorke.

And whereas the said Grantham Muntun Yorke the third brother of the fourth earl was only once married that is to say on the 10th day of March 1830 to Marian Emily Montgomery :

Marriage of Grantham Muntun Yorke.

And whereas there was issue of the said Grantham Muntun Yorke one son and no more namely the said Joseph Augustus Yorke named in the settlement of 1858 :

Issue of Grantham Muntun Yorke.

And whereas the said Grantham Muntun Yorke died on the 2nd day of October 1879 :

Death of Grantham Muntun Yorke.

And whereas the said Joseph Augustus Yorke was only once married that is to say on the 3rd day of February 1862 to Florence Eliza Mary Chambre :

Marriage of Joseph Augustus Yorke.

And whereas the said Joseph Augustus Yorke died on the 14th day of February 1881 without ever having had any male issue :

And no issue.

And whereas the said John Manners Yorke Eliot Constantine Yorke deceased Alexander Grantham Yorke and Lady Elizabeth

Younger sons and daughter 4th earl.

A.D 1881. Philippa Yorke Lady Mary Catherine Yorke and Lady Agneta Harriett Yorke who all survived the fourth earl were his only daughters and younger sons other than the said Victor Alexander Yorke who died in his lifetime and were the only six children of the fourth earl who became entitled to the proceeds of the sale of his residuary real estate.

Will of Eliot
Constantine
Yorke.

And whereas the said Eliot Constantine Yorke deceased duly made his will dated the 1st day of October 1876 and thereby appointed his wife the said Annie de Rothschild then Annie Yorke his residuary legatee :

And whereas letters of administration with the said will annexed were on the 30th day of January 1879 granted to the said Annie Yorke by the Principal Registry of the Court of Probate :

Marriage of
Lady Eliza-
beth Philippa
Yorke.

And whereas the said Lady Elizabeth Philippa Yorke has been only twice married namely first in the year 1860 to Henry John Adeane Esquire and by an indenture of settlement dated the 26th day of May 1860 and made before and in consideration of the said marriage between the said Henry John Adeane of the first part the fourth earl of the second part the said Lady Elizabeth Philippa Yorke of the third part and Henry Traill Erskine William Cornwallis West in the said settlement called Cornwallis West the Right Honourable Edward Henry Earl of Derby then Lord Stanley and now Earl of Derby and George William Viscount Barrington in the said settlement called the Honourable George Barrington of the fourth part the fourth earl covenanted that in case the said marriage should take effect his heirs executors or administrators would within six calendar months after his death pay to the said Henry Traill Erskine Cornwallis West Edward Henry Earl of Derby and George Barrington or the survivors or survivor of them such sum as with certain other money in the said settlement mentioned would make up the sum of 5000*l.* and trusts were declared of the sum so covenanted to be paid and of certain other money for investment thereof and for payment of the annual income of such investments to the said Lady Elizabeth Philippa Yorke during the joint lives of herself and the said Henry John Adeane for her separate use without power of anticipation and after the death of either of them for payment of the income to the survivor of them during his or her life and after the death of both of them the capital was directed to be held in trust for the benefit of their children other than an eldest or only son and any other son who should become entitled to certain estates in the said settlement now in recital mentioned as the said Henry John Adeane and Lady Elizabeth Philippa Yorke or the survivor of them should in manner in the settlement now in recital mentioned appoint and in default of

appointment in trust for all or any of their children (other than aforesaid) who being sons or a son should attain the age of twenty-one years or being daughters or a daughter should attain that age or marry and if more than one in equal shares and if there should be no such child then in trust for such eldest or only son if he should attain the age of twenty-one years and in default of any child attaining a vested interest then in trust for the benefit of the said Lady Elizabeth Philippa Yorke or her appointees by will or next of kin :

A.D. 1881.

And whereas there was issue of the said Lady Elizabeth Philippa Yorke by the said Henry John Adeane three children and no more namely Charles Robert Whorwood Adeane the eldest son and Marie Constance Adeane and Maude Adeane who are all now infants under the age of 21 years :

Issue of
Lady Eliza-
beth Philippa
Yorke.

And whereas the said Henry John Adeane died on the 17th day of February 1870 :

Death of
Henry John
Adeane.

And whereas in the year 1877 the said Lady Elizabeth Philippa Yorke then Lady Elizabeth Philippa Adeane widow married secondly Michael Biddulph Esquire and by an indenture dated the 12th day of July 1877 made before and in consideration of such marriage between the said Michael Biddulph of the first part the said Lady Elizabeth Philippa Adeane of the second part and George Tournay Biddulph and the said Eliot Constantine Yorke deceased of the third part the said Michael Biddulph covenanted with the parties thereto of the third part that all property whether real or personal to which the said Lady Elizabeth Philippa Adeane then was and to which she or he in her right during the then intended coverture should become entitled and the income of such property and also all then present and future properties consisting of income whether for life or any greater or less period should belong to her absolutely for her separate use and be at her own disposal as if she were sole and unmarried :

Second
marriage of
Lady Eliza-
beth Philippa
Yorke.

And whereas there has never been any issue of the said Lady Elizabeth Philippa Adeane now Lady Elizabeth Philippa Biddulph by the said Michael Biddulph :

And no issue
thereof.

And whereas the said Henry Traill Erskine died on the 21st day of May 1865 :

Death of
Henry Traill
Erskine.

And whereas the said Lady Mary Catherine Yorke has only been once married namely in the year 1857 to William George Craven Esquire and by an indenture of settlement dated the 18th day of July 1857 made before and in consideration of the said marriage between the fourth earl of the first part the said William George Craven of the second part the said Lady Mary Catherine Yorke then

Marriage of
Lady Mary
Catherine
Yorke.

A.D. 1881.

an infant of the third part and the present earl then Viscount Royston and the Honourable Hallyburton Campbell of the fourth part the fourth earl covenanted in case the said marriage should take effect that his heirs executors or administrators would pay to the present earl and the said Hallyburton Campbell or the survivor of them or the executors or administrators of such survivor the sum of 5,000*l.* with interest thereon from his death and trusts were declared of the said sum for the investment thereof and for payment of the annual income of such investments to the said William George Craven during the joint lives of himself and the said Lady Mary Catherine Yorke and after the death of either of them for payment of the said income to the survivor of them during his or her life and after the death of both of them the capital was directed to be held in trust for the benefit of their children other than a first or only son and any other who should become entitled to certain estates in the said settlement mentioned as the said William George Craven and Lady Mary Catherine Yorke or the survivor of them should in manner in the settlement now in recital mentioned appoint and in default of appointment in trust for all or any of their children other than aforesaid who being sons or a son should attain the age of twenty-one years or being daughters or a daughter should attain that age or marry and if more than one in equal shares and if there should be no such child then in trust for such first or only or other son as aforesaid if he should attain the age of twenty-one years and in default of any child attaining a vested interest then in trust for the benefit of the said Lady Mary Catherine Yorke or her appointees by will or next of kin :

And whereas by indenture dated the 10th day of March 1874 and made between the said William George Craven of the first part the said Lady Mary Catherine Yorke then Lady Mary Catherine Craven of the second part the present earl and the said Hallyburton Campbell of the third part and the said Susan Dowager Countess of Hardwicke John Manners Yorke Adolphus Frederick Octavius Liddell and George Henry Wickes of the fourth part the said William George Craven surrendered unto the present earl and the said Hallyburton Campbell all his estate and interest in the annual income to arise from the trust funds under the said settlement of the 18th day of July 1857 to the intent that during the joint lives of himself and the said Lady Mary Catherine Craven she might receive the said annual income for her sole and separate use :

And her
issue.

And whereas there has been issue of the said Lady Mary Catherine Yorke now Lady Mary Catherine Craven five children and no more namely Augustus William Craven and Constance Georgina Craven

who have both attained the age of twenty-one years and also Caryl A.D. 1881.
Walter Craven Isabel Sophia Craven and Francis Eliot Craven who
are infants under the age of twenty-one years : —

And whereas the said Lady Agneta Harriett Yorke has only been Marriage of
once married namely in the year 1867 to Victor Alexander Montagu Lady Agneta
Esquire and by an indenture of settlement dated the 26th day of Harriett
November 1867 made before and in consideration of the said Yorke.
marriage between the said Victor Alexander Montagu of the first
part the said Lady Agneta Harriett Yorke of the second part the
Right Honourable John William Earl of Sandwich of the third part the
fourth earl of the fourth part and the Honourable Charles
George Henry Montagu commonly called Viscount Hinchingsbrook
the Honourable Oliver George Poulett Montagu and the said John
Manners Yorke and the said Victor Alexander Yorke deceased of the
fifth part the fourth earl covenanted in case the said marriage should
take effect that his heirs executors or administrators would within
twelve calendar months after his death pay to the said Viscount
Hinchingsbrook Oliver George Poulett Montagu John Manners
Yorke and Victor Alexander Yorke or the survivors or survivor of
them or the executors or administrators of such survivor the sum of
6000*l.* with interest thereon from the death of the fourth earl and
trusts were declared of the said sum of 6000*l.* for investment thereof
and payment of the annual income of such investments to the said
Victor Alexander Montagu during his life and after his death to the
said Lady Agneta Harriett Yorke during her life and after the death
of both of them the capital was directed to be held in trust for the
benefit of their children or other issue as the said Victor Alexander
Montagu and Lady Agneta Harriett Yorke or the survivor of them
should in manner in the settlement now in recital mentioned appoint
and in default of appointment in trust for such of their children as
being sons or a son should attain the age of twenty-one years or
being daughters or a daughter should attain that age or marry and
if more than one in equal shares and in default of any child attain-
ing a vested interest then in trust for the benefit of the said Lady
Agneta Harriett Yorke or her appointees by will or next of kin :

And whereas there has been issue of the said Lady Agneta And her
Harriett Yorke now Lady Agneta Harriett Montagu by the said issue.
Victor Alexander Montagu four children and no more namely
George Charles Montagu Marie Sophie Montagu Olga Blanche
Montagu and Helena Leopoldine Montagu who are all now infants
under the age of twenty-one years :

And whereas the only subsisting charges now affecting the fee Charges
simple of the estates now subject to the subsisting limitations of affecting
the settlement of 1858 or the entire leasehold interest in such of corpus of
estates.

A.D. 1881. the said estates as are of leasehold tenure (all which estates and also any money or investments for the time being liable under the trusts of the settlement of 1858 to be laid out in the purchase of land to be settled to the same uses as the said estates are herein-after in this Act referred to as "the settled estates") are the following (that is to say) :

- (1) The said sum of 25,000*l.* mentioned in the settlement of 1858 to be secured by mortgage of part of the settled estates under an indenture dated the 9th day of September 1843 ;
- (2) The said three jointure rentcharges of 600*l.* 900*l.* and 700*l.* making together 2200*l.* payable to Susan Dowager Countess of Hardwicke during her life and charged on all the settled estates ;
- (3) The said annual sum of 300*l.* for pin-money payable to Sophie Georgiana Robertine Countess of Hardwicke during the joint lives of herself and the present earl ;
- (4) The said jointure rentcharge of 1,600*l.* payable to the said Sophie Georgiana Robertine Countess of Hardwicke in case she should survive the present earl and during the residue of her life ;
- (5) The said sum of 28,000*l.* raiseable after the death of the present earl for the portions of his daughters and younger sons and the annual sums raiseable after his death for their maintenance ;
- (6) Any other annual or gross sums for jointures portions and maintenance which may become charged on the settled estates under the settlement of 1858 :

all which charges are in this Act referred to as "the paramount charges" and are not intended to be in any way prejudiced or affected by the provisions of this Act :

Charges
affecting life
estate of
present earl.

And whereas the only subsisting charges affecting the life estate of the present earl in the settled estates are the following (that is to say) :

- (1.) 120,000*l.* with interest thereon at the rate of 5*l.* per centum per annum secured to the Royal Exchange Assurance Corporation by an indenture dated the 10th day of December 1873 and made between the present earl of the one part and the corporation of the other part ;
- (2) 15,000*l.* with interest thereon at 5*l.* 10*s.* per centum per annum reducible to 4*l.* 10*s.* per centum per annum on punctual payment secured to the same corporation by an indenture dated the 10th day of December 1874 and made between the present earl of the first part the corporation of the second part and Sir John Lubbock Henry James Lubbock and Robert Peter Steele of the third part ;

- (3) 15000*l.* with interest thereon at the rate of 5*l.* 10*s.* per centum per annum reducible to 4*l.* 10*s.* per centum per annum on punctual payment secured to the same corporation by an indenture dated the 19th day of July 1876 and made between the same parties as the last-mentioned indenture ;
- (4) 30000*l.* with interest thereon at 6*l.* per centum per annum reducible on punctual payment to 5*l.* per centum per annum secured to the same corporation by an indenture dated the 18th day of May 1877 and made between the same parties as the last-mentioned indentures :
- (5) 2650*l.* with interest thereon at 5*l.* per centum per annum secured to Messieurs Cocks Biddulph and Company by an indenture dated the 6th day of February 1879 and made between the present earl of the one part and the said Messieurs Cocks Biddulph and Company of the other part :

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all which principal sums amounting together to 182650*l.* are hereinafter in this Act referred to as "the life estate charges" and are not intended to be prejudiced by this Act nor to be in any way affected by this Act except so far as provision is by this Act made for paying off buying up or obtaining transfers thereof :

And whereas the life estate charges are further secured by assignments of several policies of assurance including the policies of assurance mentioned in the schedule to this Act effected on the life and in the name of the present earl and by a charge on the life estate of the present earl for securing payment of the premiums and other moneys payable for keeping the said policies on foot :

And whereas the persons now living and entitled to estates for life or estates in tail male or entitled to or interested in the ultimate remainder in fee under the limitations of the settlement of 1858 are the following (that is to say) :

Persons now living and entitled under the settlement of 1858.

- (A) The present earl ;
- (B) Albert Edward Viscount Royston ;
- (C) John Manners Yorke ;
- (D) Charles Alexander Yorke ;
- (E) Alfred Ernest Yorke ;
- (F) Claude John Yorke ;
- (G) Bernard Eliot Yorke ;
- (H) Alexander Grantham Yorke ;
- (I) Philip Sydney Yorke ;
- (K) Horatio Arthur Yorke ;
- (L) Alexander Campbell Yorke ;
- (M) Eliot Thomas Yorke ;

all of whom are entitled to estates for life or estates in tail male the present earl being tenant for life in possession and

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- (N) Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes the trustees of the will and codicils of the fourth earl;
- (O) John Manners Yorke;
- (P) Annie Yorke as administratrix with the will annexed of Eliot Constantine Yorke;
- (Q) Alexander Grantham Yorke;
- (R) Lady Elizabeth Philippa Biddulph and her three children by her first marriage namely Charles Robert Whorwood Adeane Marie Constance Adeane and Maude Adeane and also William Cornwallis West Edward Henry Earl of Derby and George William Viscount Barrington the surviving trustees of the settlement made on such first marriage;
- (S) William George Craven and Lady Mary Catherine Craven his wife and Augustus William Craven Constance Georgina Craven Caryl Walter Craven Isabel Sophia Craven and Francis Eliot Craven and also the present earl and Hallyburton Campbell the trustees of Lady Mary Catherine Craven's marriage settlement;
- (T) Victor Alexander Montagu and Lady Agneta Harriett Montagu his wife and their three children namely George Charles Montagu Marie Sophie Montagu Olga Blanche Montagu and Helena Leopoldine Montagu and also Charles George Henry Viscount Hinchbrook Oliver George Poulett Montagu and John Manners Yorke the surviving trustees of their marriage settlement:

all of whom are interested in the ultimate remainder in fee or the proceeds of the sale thereof under the residuary devise in the will of the fourth earl:

Persons who on coming into existence may become entitled under the settlement of 1858.

And the persons now unborn who upon coming into existence may become entitled under the limitations of the settlement of 1858 are the following (that is to say):

- (A) Issue male of Albert Edward Viscount Royston;
- (B) Any other sons of the present earl and their issue male;
- (C) Issue male of Charles Alexander Yorke;
- (D) Issue male of Alfred Ernest Yorke;
- (E) Issue male of Claude John Yorke;
- (F) Issue male of Bernard Eliot Yorke;
- (G) Any other sons of John Manners Yorke and their issue male;
- (H) Issue male of Alexander Grantham Yorke;
- (I) Issue male of Philip Sydney Yorke;
- (J) Issue male of Horatio Arthur Yorke;
- (K) Issue male of Alexander Campbell Yorke;
- (L) Issue male of Eliot Thomas Yorke;

(M) Posthumous issue male of Joseph Augustus Yorke deceased ; A.D. 1881.
All of whom might take estates in tail male either by purchase or
descent. —

(N) Any other children of the said William George Craven and
Lady Mary Catherine Craven his wife ;

(O) Any other children of the said Victor Alexander Montagu
and Lady Agneta Harriett Montagu his wife ;

(P) Any person of kin to the said Lady Elizabeth Philippa Bid-
dulph who may become entitled at her death under the said
settlement of the 26th day of May 1860 ;

(Q) Any person of kin to the said Lady Agneta Harriett Montagu
who may become entitled at her death under the said settle-
ment of the 26th day of November 1867 ;

All of whom would be interested in the ultimate remainder in fee
or in the proceeds of the sale thereof.

And the before-mentioned persons living and to come into existence
are the only persons whose estates or interests are intended to be
affected by the provisions of this Act.

And whereas a sum not exceeding 195,700*l.* will be due for Amount due
principal and interest in respect of the life estate charges on the on life estate
1st July 1881 and subject to the securities for those charges the charges.
present earl is absolutely entitled to the policies mentioned in the
schedule to this Act and the money assured by or to become payable
under such policies which money including bonuses already declared
on such policies amounts to 192,000*l.* and upwards :

And whereas the total annual sum payable for premiums in
order to keep the said policies on foot amounts to 5,677*l.* or
thereabouts :

And whereas the present earl is also absolutely entitled to certain Chattels of
family and other portraits and to plate pictures books engravings the present
china furniture and other chattels of the value of 31,000*l.* and earl at Wim-
upwards which have for many years been used in the family mansion pole.
of Wimpole in the county of Cambridge and it is proper and very
desirable that the same should be retained as heirlooms to be in
future used with the said mansion :

And whereas an inventory has been made of the said chattels
which inventory and the valuation of the said chattels at the sum
of 31,000*l.* and upwards has been duly verified by an affidavit filed
in the action of Yorke versus Hardwicke and others herein-after
mentioned and the said inventory has been deposited for safe custody
in the Filing and Record Department of the Central Office of the
Supreme Court of Judicature :

And whereas the sum required to discharge the debts of the Present earl
present earl over and above the sum due in respect of the life unable to pay
his debts.

A.D. 1881. estate charges amounts to 75,000*l.* or thereabouts and his creditors are pressing for payment and some of them have obtained judgments and issued execution thereon and he is wholly unable to raise the amount necessary to discharge such debts and in case such debts should not be discharged the said chattels to which he is absolutely entitled will be taken in execution and sold and his life interest in the settled estates will also be taken in execution and sold or otherwise made available for payment of his debts:

And whereas the sale of the said chattels would cause great damage to the persons who under the limitations of the settlement of 1858 may after the death of the present earl become occupiers of the mansion of Wimpole:

And whereas the mansion at Wimpole is situate in a finely-timbered park and it is believed that there are under a large portion of the park and immediately round the mansion large beds of coprolites of great value and there are also on other parts of the settled estates similiar beds of which no lease has been granted under the power of leasing contained in the settlement of 1858 and which might be worked at a considerable profit and there is also growing in the park and on other parts of the settled estates a considerable quantity of valuable timber:

Timber and coprolites on settled estates liable to be taken by creditors.

And whereas the life interest of the present earl in the settled estates being without impeachment of waste his creditors in case the same were taken in execution or the purchaser thereof in case the same were sold would be entitled to cut timber and dig coprolites throughout the whole of the settled estates and irreparable damage would be thereby caused to the settled estates and the persons entitled thereto in remainder after the death of the present earl:

Value of woods and coprolites on settled estates.

And whereas certain woods on the settled estates situated at West Wickham in the county of Cambridge require to be immediately cut in order to improve the cultivation of the adjoining farms and these woods together with the other timber in the park of Wimpole and on the rest of the settled estates are of the estimated value of 20000*l.* and upwards and it is estimated that at any time a quantity of the coprolites not leased sufficient to produce 8000*l.* and upwards could be dug from the park of Wimpole or from the settled estates within a very short time.

And whereas the proceeds of the said woods and the said coprolites not leased form a fund readily available to the creditors of the present earl for payment of their debts:

And whereas a portion of the settled estates consists of certain tithes producing annually 2000*l.* or thereabouts and held on lease for one surviving life being a life about ten years younger than

that of the said Susan Dowager Countess of Hardwicke and the said lease may be considered as not likely to drop before the cesser by her death of the jointure of 2200*l.* payable to her during her life:

A.D. 1881.

And whereas exclusive of the said leasehold tithes and jointure and after deducting the annual outgoings now payable in respect of the paramount charges and the necessary expenses of management the settled estates are estimated to produce a net annual income of 16000*l.* and upwards:

Net income
of settled
estates.

And whereas the mansion of Wimpole and the buildings gardens and grounds belonging thereto and other buildings on the settled estates are being allowed to fall into decay and it is desirable that provision should be made for putting and keeping the same in proper repair and condition:

And whereas it is desirable and proper that means should be taken to prevent the right to cut timber and dig the unleased coprolites on the settled estates from becoming exerciseable by the creditors of the present earl or by a purchaser of his life-interest and that such right should be acquired for the benefit of the persons entitled to the settled estates in remainder on the death of the present earl:

And whereas for effecting the objects aforesaid and in order to the preservation of the said chattels as heirlooms and the general preservation of the settled estates it is fit and proper and for the benefit of the persons entitled to the settled estates in remainder after the death of the present earl that money should be raised by mortgage of the said estates for payment of his debts and that the said chattels and also his life-interest in the settled estates should be vested in trustees for the purposes of this Act and with powers for management and otherwise as by this Act provided:

And whereas in the year 1880 an action was commenced in the Chancery Division of the High Court of Justice distinguished as "Yorke v. Hardwicke 1880 Y. No. 9" wherein the said Lord Royston by the said William George Craven his next friend is Plaintiff and the present earl and the said Sophie Georgiana Robertine Countess of Hardwicke Feodorowna Yorke Magdalen Yorke Susan Dowager Countess of Hardwicke Adolphus Frederick Octavius Liddell Thomas Somers Cocks the younger Lord Eustace Cecil John Manners Yorke Robert Grosvenor Baron Ebury Edward Chandos Leigh and Gerald Wellesley are Defendants being an action for the purpose of having the trusts of the settlement of 1858 administered under the direction of the Court:

Action of
Yorke v.
Hardwicke.

And whereas by the judgment of his Lordship the Vice-Chancellor Sir Richard Malins given upon the trial of the said action and upon

Judgment in
the action.

A.D. 1881. — the petition of the plaintiff by his next friend and of the defendants the present earl and Sophie Georgiana Robertine Countess of Hardwicke his wife by the said William George Craven her next friend and Feodorowna Yorke and Magdalen Yorke respectively infants by the said William George Craven their next friend it was declared that the trusts of the settlement of 1858 ought to be performed and carried into execution and the court did order and adjudge the same accordingly and the court being of opinion that it would be for the benefit of the persons interested under the said settlement that the heirlooms and the right to cut timber on the whole of the settled estates and to take coprolites under the park during the life of the present earl should be acquired and settled as in the petition mentioned did order that the petitioners be at liberty to carry in a scheme before the judge in chambers for the purpose of applying funds arisen and to arise from the exercise of the powers of sale and exchange under the said indenture of settlement in acquiring the said heirlooms and rights and settling the same when acquired :

Order in the
action for
liberty to
apply for an
Act.

And whereas by an order made in the said action on the 21st day of January 1881 upon the application of the defendant the present earl it was ordered that the defendant the present earl should be at liberty to apply to Parliament for an Act authorising the raising on the fee of the estates settled by the indenture of settlement in the pleadings in that action mentioned being the settlement of 1858 a sum of 250,000*l.* (to be applied in payment of the mortgage and other debts of the said earl) and that the repayment of such sum might be secured to the fee of the said estates as follows by the trustees of the said indenture of settlement acquiring from the Earl of Hardwicke (1) the right of the earl to cut the timber on the whole of the estates (2) the right of the earl to work the coprolites under the park in the pleadings mentioned being the park of Wimpole (3) the pictures engravings books china and other effects in the nature of heirlooms then or late in or about the mansion-house at Wimpole in the pleadings also mentioned the value of such rights and effects being ascertained by valuation in the usual way by the said earl also assigning to the said trustees of the said indenture of settlement policies of assurance on his life representing the difference between the value of the said rights and effects before mentioned and the said sum of 250,000*l.* and by the said earl also surrendering to the trustees of the said settlement his life interest in the settled estates and authorising the said trustees of the said settled estates out of the income thereof or otherwise as therein-after mentioned to keep down the interest of the said sum of 250,000*l.* and on any sums to be raised as therein-after mentioned

and to pay the premiums on the said policies and any further policies to be effected as therein-after mentioned and to keep the buildings upon the said settled estates in good repair and authorising the said trustees out of the said 250,000*l.* to pay the costs of obtaining the said Act and authorising the said trustees to pay 2,000*l.* a year or the balance of the said rents if they exceed 2,000*l.* a year unto the said earl during his life and authorising the said trustees in the event of the income of the said settled estates being insufficient to make the annual payments aforesaid to raise annually on the fee of the estates a sufficient sum to enable them to make the annual payments aforesaid policies also from time to time being effected on the life of the said earl and assigned to the trustees to secure to the fee of the estates the amounts to be raised as aforesaid the interest on such further sums and the premiums on the said policies being also paid out of the income of the said settled estates as aforesaid And it was ordered that the draft of the said Bill be settled by the judge in chambers And it was ordered that the settled estates of which the plaintiff the said Lord Royston was tenant in tail if and when he should attain the age of twenty-one years be charged with the payment of such sum or sums not exceeding 600*l.* a year as should be advanced for his maintenance and education and with such sum or sums as should be advanced or paid for paying the premium or premiums required for effecting such assurance or assurances as should be necessary to secure in the event of his death under twenty-one or before he should bar the entail the payment of such sum or sums that should be advanced for maintenance as aforesaid and by way of premium as aforesaid together with interest on such sum or sums respectively as aforesaid not exceeding the rate of 5*l.* per centum per annum :

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And whereas it is convenient that the trustees of the settlement of 1858 and of this Act should be the same persons but the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks are unwilling to become trustees of this Act and for better effecting the purposes of this Act they have consented to retire from their trusteeship under the settlement of 1858 and John Reginald Yorke of Forthampton Court Tewkesbury Esquire M.P. and the Reverend Edward Lyon Fellowes of Wimpole Rectory Cambridgeshire Clerk in Holy Orders have consented to become trustees in their place of that settlement and also to become trustees for the purposes of this Act :

Trustees of
settlement of
1858 consent
to retire.

And whereas by the certificate of the chief clerk of the Honorable Mr. Justice Fry made in the said action and dated the 17th day of May 1881 it was certified that the draft of a Bill to be submitted to

Chief clerk's
certificate
approving
Bill for this
Act.

A.D. 1881. Parliament being the Bill for this Act had been settled and approved as directed by the said order and such draft is identified by the signature of the chief clerk to the memorandum in the margin of the first page 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 action and whereas the said certificate has been duly approved by the said judge and filed in the Filing and Record Department of the Central Office of the Supreme Court of Judicature :

Therefore Your Majesty's most dutiful and loyal subject the said Charles Philip fifth Earl of Hardwicke 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 (namely) :

Short title.

1. This Act may be cited for all purposes as the Earl of Hardwicke's Estate Act, 1881.

New trustees of the settlement of 1858 appointed.

2. Immediately on the passing of this Act the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger shall be and they are by this Act discharged from being trustees of the settlement of 1858 and the said John Reginald Yorke and the Reverend Edward Lyon Fellowes shall be and they are by this Act appointed trustees of that settlement in the place of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and the said John Reginald Yorke and the Reverend Edward Lyon Fellowes and the survivor of them and the executors or administrators of the survivor of them shall have and may exercise from and after the passing of this Act all the powers by that settlement given to the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger in like manner as if the said John Reginald Yorke and the Reverend Edward Lyon Fellowes had been originally named trustees in that settlement in place of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger.

Trust estates vested in new trustees.

3. Upon the passing of this Act all lands and hereditaments which immediately before the passing of this Act were vested in the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger as trustees and upon the trusts of the settlement of 1858 shall be and the same lands and hereditaments are by this Act vested in the said John Reginald Yorke and the Reverend Edward Lyon Fellowes for all the estate and interest therein which

immediately before the passing of this Act were vested in the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and shall be held by the said John Reginald Yorke and the Reverend Edward Lyon Fellowes as trustees of the settlement of 1858 and upon the trusts affecting the same lands and hereditaments under that settlement.

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4. As soon as may be after the passing of this Act the proper costs and costs charges and expenses of the said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger as late trustees of the settlement of 1858 incurred in reference to sales purchases or otherwise may be paid by them out of any cash in their hands or by sale of a competent part of the said sum of thirteen thousand four hundred and seventy-one pounds ten shillings Consolidated Three Pounds per Cent. Annuities standing in their joint names. The said Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger or the survivor of them or the personal representatives of the survivor shall and they or he are hereby required to transfer and pay the said sum of thirteen thousand four hundred and seventy-one pounds ten shillings Consolidated Three Pounds per Cent. Annuities and any cash in their hands or so much thereof respectively as may remain after payment of their proper costs and costs charges and expenses incurred as aforesaid and also all other investments (if any) held on the trusts of the settlement of 1858 into the joint names of the said John Reginald Yorke and the Reverend Edward Lyon Fellowes or into the name of the survivor of them or the names or name of other the trustees or trustee appointed in their or his place of the settlement of 1858 and the Consolidated Three Pounds per Cent. Annuities and cash and other investments so transferred and paid shall after such transfer and payment be held upon the trusts affecting the same under that settlement and this Act.

Consols to be transferred to new trustees.

5. The powers conferred by this Act may be exercised by the said John Reginald Yorke and the Reverend Edward Lyon Fellowes or the survivor of them or the executors or administrators of such survivor or other the trustees or trustee for the time being of the powers of sale and exchange contained in the settlement of 1858 all of which persons are herein-after in this Act included in the expression "the trustees."

Trustees of this Act.

6. The powers conferred by this Act on the trustees shall continue in force and be capable of being exercised by the trustees during the life of the present earl and no longer except as regards the chattels by this Act vested in the trustees in respect to which the powers and trusts created by this Act shall continue in force

Duration of powers under this Act.

A.D. 1881. — until some person shall become absolutely and indefeasibly entitled in possession to such chattels.

Trustees may apply to the Court by summons for directions.

7. The trustees may from time to time apply to the court by summons at chambers in the said action of Yorke versus Hardwicke and others for directions as to the mode of exercising the powers conferred by or giving effect to the provisions of this Act or as to any other matters connected with their rights or duties as trustees under the settlement of 1858 or this Act and shall not be in any way liable or answerable for any act done or omitted or payment made in accordance with or sanctioned or confirmed by any order made on summons as aforesaid.

Power in settlement of 1858 to grant leases for twenty-one years extended to sporting rights and lease of mansion furnished.

8. The power to grant leases for any term not exceeding twenty-one years contained in the settlement of 1858 shall be and the same is hereby extended so as to authorise leases of sporting rights over the settled estates with or without any house or other buildings or land convenient to be held by the tenant and also to authorise a lease of the mansion grounds and park of Wimpole with or without any of the pictures furniture or other chattels therein but every such lease shall be made determinable at the end of any year current at the death of the present earl or the day when Viscount Royston attains the age of twenty-one years which shall last happen on one calendar month's previous notice in writing being delivered by the reversioner to the tenant or left for him at his last known place of abode in England.

The earl's life estate and policies vested in the trustees.

9. From and immediately after the passing of this Act all the estate and interest of the present earl under the settlement of 1858 in the settled estates and the right to recover receive and give a discharge for all arrears of rents and profits of the settled estates accrued or accruing due at the time of the passing of this Act and also all the policies of assurance mentioned in the schedule to this Act or any policy or policies which may from time to time become substituted for any policy mentioned in that schedule and the right to recover receive and give a discharge for all money assured by or to become payable under all such policies shall be and the same policies money and right are hereby vested in the trustees for the purposes of this Act but subject as respects the settled estates to the paramount charges and subject as respects the settled estates and also the policies to the life estate charges and to all other charges (if any) affecting the said settled estates and policies at the time of the passing of this Act Provided always that every bonus declared after the passing of this Act on any policy of assurance mentioned in the schedule to this Act shall as soon as circumstances will permit

be surrendered in consideration and for the purpose of procuring a reduction in the amount of annual premium payable for keeping such policy on foot.

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10. From and immediately after the passing of this Act all the following powers and rights which under the settlement of 1858 are limited to or vested in the present earl and as the same are extended or varied by this Act (that is to say):

Powers annexed to life estate made exercisable by the trustees.

- (i) Powers to grant leases;
- (ii) Power to appoint new trustees;
- (iii) Powers of giving consent to enfranchisements partitions sales and exchanges;
- (iv) Rights of digging coprolites working mines minerals and quarries and cutting timber and underwood;
- (v) All other powers and rights except powers of jointuring or charging portions and except the powers of protector of the settlement which either under the provisions of the settlement of 1858 or in right of his estate as tenant for life in possession without impeachment of waste of the settled estates the present earl could have exercised or enforced if this Act had not been passed;

shall be and all the same powers and rights are hereby transferred to and vested in and made capable of being exercised and enforced by the trustees during the life of the present earl for the purposes of and subject to the restrictions and provisions contained in this Act.

11. From and after the passing of this Act all powers and rights by this Act transferred to and vested in the trustees shall cease to be exercised or enforced by the present earl during the residue of his life.

The present earl no longer to exercise his powers.

12. As and when any money becomes payable under any policy of assurance by this Act transferred to and vested in the trustees they shall enforce payment of and receive such money or so much thereof as may be payable to them and shall out of the money received by them pay all costs and expenses incurred in the recovery and receipt thereof and also pay or allow to be retained thereout any principal money or interest charged thereon or otherwise properly payable thereout and the trustees shall stand possessed of the net residue after making the payments or allowances by this section authorised of all the money received by them under the policies by this Act transferred to and vested in them upon the trusts and subject to the powers and provisions declared by and for the time being subsisting under the settlement of 1858 with respect to

Trusts of money received under policies.

A.D. 1881. money arising from sales or exchanges under the power of sale and exchange contained in that settlement.

Family and other portraits and other chattels vested in the trustees.

13. From and immediately after the passing of this Act all the family and other portraits and all the plate pictures books engravings china furniture and other chattels the property of the present earl the inventory whereof is verified by affidavit filed in the said action of Yorke versus Hardwicke and others and is deposited in the Filing and Record Department of the Central Office of the Supreme Court of Judicature shall be and the same chattels are hereby vested in the trustees for the purposes of this Act subject to all rights or charges (if any) in favour of the creditors of the present earl affecting the same at the time of the passing of this Act.

Chattels to go along with settled estates.

14. The trustees shall from and after the passing of this Act allow the said chattels to be used possessed and enjoyed in and with the mansion of Wimpole so far as the rules of law and equity will permit by the person or persons who under the settlement of 1858 shall for the time being be in the actual possession or in the receipt of the rents and profits of the settled estates but so nevertheless that such chattels shall not vest absolutely in any person by the settlement of 1858 made tenant in tail male by purchase unless and until he shall attain the age of twenty-one years but on his death under that age the said chattels shall go and devolve in the same manner as if they had been freehold hereditaments of inheritance and had been settled accordingly.

Persons taking possession to sign receipt.

15. Each person entitled from time to time to the use and possession of the said chattels shall sign a receipt for the same upon delivery thereof into his possession.

Trustees to have power to inspect and to require insurance against fire.

16. The trustees may from time to time inspect and examine the condition of the said chattels and may require the same to be insured against loss or damage by fire so far as the same are capable of being so insured and to be otherwise properly preserved or to be restored and repaired at the expense of the usufructuary thereof for the time being.

Chattels may be exchanged &c. so that the value be not reduced.

17. Any of the said chattels may from time to time with the consent of the trustees be exchanged or the form and fashion thereof may be altered or other articles substituted at the expense of the usufructuary thereof for the time being provided the intrinsic value thereof be not diminished.

Trustees taking a receipt not

18. When a receipt as by this Act directed shall have been signed by the person entitled to the use and possession of the said

chattels the trustees shall not be liable for any omission to insure the same against loss or damage by fire or for any loss damage or depreciation or for any unauthorised dealing or disposition therewith.

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to be responsible.

19. Any of the said chattels may be from time to time sold by order of the court in the said action of Yorke versus Hardwicke and others and the net proceeds of any such sale after payment of expenses shall be held upon the trusts and subject to the powers and provisions declared by and for the time being subsisting under the settlement of 1858 with respect to money arising from sales and exchanges under the power of sale and exchange contained in that settlement.

Chattels may be sold under order of court.

20. Notwithstanding the transfer to the trustees effected by this Act of the life estate or interest of the present earl in the settled estates and of the policies of assurance mentioned in the schedule to this Act and of the said chattels the persons who at the time of the passing of this Act are creditors of the present earl shall not be hindered delayed or prejudiced in recovery of their debts against or out of such life estate or interest policies and chattels further or otherwise than if the said transfer had been effected by deed executed by the present earl on the day of the passing of this Act and as part of the arrangement made by this Act for raising money for payment of the debts due to such creditors.

Transfer effected by Act not to prejudice rights of creditors.

21. Immediately after the passing of this Act the trustees shall enter into and during the life of the present earl shall continue in the possession or the receipt of the rents and profits of the settled estates and shall manage or superintend the management thereof and may fell timber or cut underwood from time to time in the usual course for sale or for repairs or otherwise and also may forthwith fell all or any of the said woods at West Wickham and may erect pull down and repair houses and other buildings and may continue the digging and working of coprolites and may work mines minerals and quarries which have usually been worked but not any others and may commence new diggings and workings of coprolites and may drain or otherwise improve the settled estates or any part thereof and shall insure against loss by fire in such amount as they may deem proper the mansion of Wimpole and the buildings belonging thereto and the furniture chattels and effects in or about the mansion and also any other buildings on the settled estates and any effects in or about the same which the trustees may think proper to be insured and may pay all expenses of putting and keeping the mansion and the buildings belonging thereto and the

Trustees to enter on settled estates receive rents and manage.

A.D. 1881. gardens and grounds and park of Wimpole and any other buildings on the settled estates in proper repair and condition and generally may do all such works and make all such payments as the trustees may deem proper for keeping the settled estates and the buildings thereon in proper preservation repair and condition and may make allowances to and arrangements with tenants and others and may determine tenancies and accept surrenders of leases and tenancies and generally but subject to the express restrictions contained in this Act may deal with the settled estates in a proper and due course of management in like manner as a tenant for life in possession without impeachment of waste entitled for his own use could do.

Except woods at West Wickham no timber or underwood except of full growth and no ornamental timber to be cut.

22. Except in the case of the said woods at West Wickham which may all be cut and the land may be entirely cleared of wood the trustees shall not under the powers conferred on them by this Act fell or cut any timber or underwood except such as may for the time being be of full growth or in a state of decay or ought to be cut for the improvement of other timber or of the plantations in which the same may be standing or for the better cultivation of the adjoining lands and shall not cut any ornamental timber except such as may be in a state of decay.

Coprolites mines &c. not to be leased or worked in the park and grounds.

23. The trustees shall not under the powers conferred by this Act grant any lease of or dig or work any coprolites mines minerals or quarries within the park of Wimpole or the gardens lands or grounds usually at any time before the passing of this Act occupied therewith.

Power to raise 250000*l.* by mortgage.

24. The trustees may at any time and from time to time after the passing of this Act raise by mortgage of the settled estates or any part thereof any sum or sums not exceeding together two hundred and fifty thousand pounds and may convey the settled estates or any part thereof to any person or persons for an estate in fee simple or any less estate by way of mortgage for securing payment of the money raised and the interest thereon.

Effect of conveyance on a mortgage.

25. Every conveyance by way of mortgage made under this Act shall take effect subject to the paramount charges and also to the life estate charges or such of them as shall not be released but discharged from all estates for life and estates in tail male and from the remainder in fee limited by the settlement of 1858 and may contain a power of sale and such other powers and provisions for securing payment of principal money and interest as the trustees may deem proper.

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26. Every conveyance by way of mortgage made under this Act shall be and be made redeemable by the person for the time being entitled to the actual possession or to the receipt of the rents and profits of the settled estates.

Mortgages to be redeemable by person in possession.

27. Every conveyance by way of mortgage made under this Act shall be subject and without prejudice to all leases subsisting at the time when such conveyance is made and to the exercise of the powers of leasing contained in the settlement of 1858 as extended or varied by this Act and also (unless the contrary should be expressly provided by the deed of conveyance) shall be subject and without prejudice to the powers of enfranchisement partition sale and exchange contained in that settlement but so that all money arising from any enfranchisement partition sale or exchange and also the lands and hereditaments purchased therewith and all lands and hereditaments acquired in severalty on partition or purchased or received in exchange shall become and be subject to the security made by the conveyance in substitution for the lands and hereditaments enfranchised or conveyed for the purpose of effecting any partition sale or exchange.

Mortgages to be subject to leases and unless contrary agreed to powers of settlement.

28. If and whenever any money secured by mortgage made under this Act is called in or the trustees shall think fit to pay off the same or any part thereof they may reborrow and raise on the security of all or any part of the settled estates all or any part of the sum paid off and may secure payment of the money reborrowed and the interest thereon by a conveyance by way of mortgage in like manner as by this Act authorised in case of money originally borrowed.

Power to re-borrow.

29. The trustees may from time to time make and concur in all such transfers of and other dealings with any mortgage made under this Act or any other charge for the time being subsisting on the settled estates and may procure all such releases or reconveyances of the hereditaments comprised therein or any part thereof and may make concur in and procure all such other dealings with and dispositions of any such mortgage or charge or the hereditaments comprised therein or any part thereof as the trustees may from time to time think expedient.

Power to trustees to concur in transfers.

30. All money raised by mortgage under this Act shall be applied in the order and for the purposes and in manner following and not otherwise (that is to say):

Disposal of money raised by mortgage.

First. In paying the costs and expenses of or incidental to obtaining this Act and the costs and expenses of or incidental to the raising money on mortgage under this Act;

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Secondly. In paying the principal money and all arrears of interest premiums and other payments due at the time of the passing of this Act or subsequently to become due in respect of the life estate charges or in respect to the charges on the said chattels and all costs and expenses of or incidental to procuring any release or surrender of the securities for the life estate charges and procuring assignments or releases to the trustees of the policies mentioned in the schedule to this Act or any substituted policy or policies or in procuring the release or delivery to the trustees of the said chattels but so that interest on the life estate charges and the premiums and other payments for keeping on foot the policies mentioned in the schedule to this Act or any substituted policies becoming due after the passing of this Act shall be paid primarily out of the rents and profits of the settled estates in exoneration of money raised by mortgage under this Act;

Thirdly. In paying the other debts of the present earl due at the time of the passing of this Act and all other moneys (if any) required to be paid in order to effect the discharge of the present earl from his debts and also in paying all costs and expenses of the present earl or the trustees incurred in reference to such debts or for the purpose of effecting the discharge or procuring the release thereof or procuring the release and re-assignment to the present earl free from the life estate charges of every policy of assurance forming a security for those charges which is not mentioned in the schedule to this Act or has not become substituted for a policy mentioned in that schedule or any other purpose with reference to the matters aforesaid.

Investments held on trusts of settlement may be applied as money borrowed.

31. The Consolidated Three per Centum Annuities and cash and other investments by this Act directed to be transferred and paid to the trustees and also any other investments representing money arising from any enfranchisement partition sale or exchange made under the powers of the settlement of 1858 may be sold by the trustees and the proceeds thereof and also any other money so arising may be applied by the trustees for any purpose for which money raised by mortgage under this Act is by this Act authorised to be applied but the total amount of the sums authorised to be raised by mortgage under this Act shall be reduced by the total amount of the proceeds of sale of the three per centum annuities or other investments and other money so applied.

Disposal of rents and profits.

32. The rents profits and annual income of the settled estates other than money arising from the sale of timber or from the

digging or working of coprolites not comprised in any lease subsisting at the time of the passing of this Act but including the produce of the sale of underwood which shall be received by the trustees during the life of the present earl and including the rents and royalties reserved on leases of coprolites granted before the passing of this Act and subsisting at the time of the passing thereof (which rents profits and annual income other than but including as aforesaid are in this Act referred to as annual income) shall be applied by the trustees in the order and manner or for the purposes following and not otherwise (that is to say):

First. In paying all rates taxes wages salaries and other expenses and outgoings due at the time of the passing of this Act or afterwards to become due or payable or incurred in reference to the management of the settled estates and paying the costs and expenses incurred in the exercise of the powers or the performance of the duties by this Act conferred or imposed on the trustees except so far as any of such costs and expenses are by this Act directed to be paid and can be paid primarily out of money raised by mortgage under this Act and except so far as any of such payments may by the express terms of any conveyance by way of mortgage made under the powers of this Act be postponed to the security made by such conveyance;

Secondly. In paying the arrears of interest or other payments due at the time of the passing of this Act and in paying year by year the interest and other payments becoming due after the passing of this Act in respect of the paramount charges;

Thirdly. In paying year by year the interest premiums and other annual payments becoming due after the passing of this Act under the securities for the life estate charges or such of them as shall for the time being be subsisting;

Fourthly. In paying year by year the interest on money raised by mortgage under this Act;

Fifthly. In paying year by year the premiums and other moneys required to be paid for keeping on foot the policies mentioned in the schedule to this Act and in effecting and keeping on foot any new policy or policies in substitution for any policy or policies mentioned in the schedule to this Act so far as such premiums and other moneys are not paid under the provision herein-before in this section contained for discharging annual payments becoming due under the securities for the life estate charges;

Sixthly. In paying year by year to the present Earl during his life the annual sum of two thousand pounds by equal half-

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yearly payments on the first day of May and first day of November in each year the first half-yearly payment to be made on the first of those days which shall happen next after the passing of this Act.

Seventhly. In paying year by year to or for the benefit of the Viscount Royston during the joint lives of himself and the present earl the annual sum of six hundred pounds by equal half-yearly payments on the first day of May and the first day of November in each year the first half-yearly payment to be made on the first of those days which shall happen next after the passing of this Act but so that during the minority of the said Viscount Royston the said annual sum shall be applied for his maintenance education and benefit as the trustees think proper :

Provided that as between the annual income of the settled estates and the present earl the premiums and other annual payments becoming due after the passing of this Act for keeping on foot any policy forming a security for the life estate charges which is not mentioned in the schedule to this Act or has not become substituted for a policy so mentioned shall be borne and paid by the present earl and shall be discharged by him accordingly or if discharged by the trustees out of the said annual income may (without prejudice to any other lien or remedy) be set off against any money payable by the trustees to the present earl under this Act.

Disposal of surplus income and of money received for timber and coprolites.

33. The surplus (if any) of annual income received by the trustees and not required to be applied for any of the purposes mentioned in the last preceding section of this Act and also all money received by the trustees from the sale of timber or from the digging and working of coprolites not comprised in any lease subsisting at the time of the passing of this Act shall be invested and accumulated in the way of compound interest by investment thereof and all resulting income in the names of the trustees in any investments authorised by the settlement of 1858 for the investment of money arising from a sale under the power of sale therein contained so as to form a sinking fund for the discharge of incumbrances affecting the fee simple of the settled estates and the trustees at any time and from time to time if and when the annual income of the said settled estates shall be insufficient to make any of the payments by this Act directed to be made thereout shall raise out of the said sinking fund any money required to make good the deficiency of such annual income and subject as aforesaid the trustees shall stand possessed of the moneys or investments forming the said sinking fund upon the trusts and subject to the powers and provisions declared by and for

the time being subsisting under the settlement of 1858 with respect to moneys or investments arising from sales or exchanges under the power of sale and exchange contained in that settlement.

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34. In case at any time the annual income of the settled estates and the sinking fund (if any) under this Act shall be deficient in amount to pay the annual sums by this Act made payable for keeping on foot the policies of assurance by this Act directed to be kept on foot the trustees may at any time and from time to time raise by mortgage in like manner as by this Act authorised with respect to the raising of the sum of two hundred and fifty thousand pounds any sum or sums required to make good such deficiency nevertheless such deficiency or the money raised to pay the same shall be made good and discharged out of any subsequent surplus of annual income applicable under this Act to form a sinking fund and shall be paid in priority to the payments to such sinking fund.

Power to raise further sums by mortgage to make good deficiencies of income for payment of policy premiums.

35. When by means of the sinking fund under this Act the sum of thirty thousand pounds or investments representing that sum in value shall have been provided or when by means of the sinking fund payments shall have been made towards discharge of money raised by mortgage under the powers of this Act so as (without regard to other payments from any other source) to reduce the amount which is or which but for such other payments would be for the time being actually due on account of money so raised to a sum not exceeding two hundred and twenty thousand pounds then the surplus annual income of the settled estates and also the proceeds of the sale of timber and of digging and working coprolites shall cease to be accumulated under this Act and shall thenceforth be paid to the present earl during the residue of his life for his own use but without prejudice to the other provisions of this Act.

Sinking fund to cease when 30000*l.* accumulated or when money raised by mortgage reduced to 220000*l.*

36. Every receipt from time to time given by the trustees for any money received by them under this Act shall be a complete discharge for the same and from all liability claims and demands in respect thereof and any person advancing money on mortgage shall not be under any obligation to inquire whether the money advanced is required to be raised or whether more is raised than is required for the purposes of this Act but so far as regards the validity of any mortgage all money secured thereby shall be deemed to have been required and to have been duly and properly raised.

Trustees receipt to be discharge.

37. 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 nor shall

Indemnities to trustees.

A.D. 1881. any of them be liable for any involuntary loss or expense and they respectively out of moneys coming to their respective hands by virtue of this Act may reimburse themselves respectively and allow to the others or other of them respectively their respective costs charges and expenses in and about the execution of this Act.

Expenses of Act.

38. All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties in relation thereto as between solicitor and client shall be paid by the trustees out of any moneys raised by mortgage or otherwise coming to their hands under this Act and the Chancery Division of the High Court of Justice may from time to time upon application by summons at chambers by any person or persons interested make any order for ascertaining or taxing such costs charges or expenses and the costs of the application and also any order for the payment of such costs charges and expenses out of any moneys applicable for the purpose.

General saving.

39. Saving always to the Queen's most Excellent Majesty her heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the settled estates or any part thereof to which this Act relates as they or any of them had before the passing of this Act or would could or might have had or enjoyed if this Act were not passed.

Exceptions from general saving

40. The following persons are excepted out of the general saving in this Act and accordingly are the only persons bound by this Act (that is to say):

- (A) Charles Philip fifth and present Earl of Hardwicke ;
- (B) Albert Edward Viscount Royston and the heirs male of his body ;
- (C) Any other sons of the present earl and the heirs male of their respective bodies ;
- (D) John Manners Yorke ;
- (E) Charles Alexander Yorke and the heirs male of his body ;
- (F) Alfred Ernest Yorke and the heirs male of his body ;
- (G) Claude John Yorke and the heirs male of his body ;
- (H) Bernard Eliot Yorke and the heirs male of his body ;
- (I) Any other sons of John Manners Yorke and the heirs male of their respective bodies ;

- (J) Alexander Grantham Yorke and his sons and the heirs male of their respective bodies; A.D. 1881.
- (K) Philip Sydney Yorke and his sons and the heirs male of their respective bodies;
- (L) Horatio Arthur Yorke and his sons and the heirs male of their respective bodies;
- (M) Alexander Campbell Yorke and his sons and the heirs male of their respective bodies;
- (N) Eliot Thomas Yorke and his sons and the heirs male of their respective bodies;
- (O) Any posthumous son of Joseph Augustus Yorke and the heirs male of the body of such son;
- (P) Adolphus Frederick Octavius Liddell and Thomas Somers Cocks the younger and other the trustees or trustee for the time being of the powers of sale and exchange contained in the settlement of 1858;
- (Q) Adolphus Frederick Octavius Liddell John Manners Yorke and George Henry Wickes as trustees of the will and codicils of the fourth earl;
- (R) Annie Yorke as administratrix with the will annexed of Eliot Constantine Yorke;
- (S) Lady Elizabeth Philippa Biddulph Charles Robert Whorwood Adeane Marie Constance Adeane and Maude Adeane and also William Cornwallis West Edward Henry Earl of Derby and George William Viscount Barrington as surviving trustees of the settlement of the twenty-sixth day of May one thousand eight hundred and sixty;
- (T) William George Craven and Lady Mary Catherine Craven his wife Augustus William Craven Constance Georgina Craven Caryl Walter Craven Isabel Sophia Craven and Francis Eliot Craven and also the present earl and Hallyburton Campbell as trustees of the settlement of the eighteenth day of July one thousand eight hundred and fifty-seven;
- (U) Victor Alexander Montagu and Lady Agneta Harriett Montagu his wife George Charles Montagu Marie Sophie Montagu Olga Blanche Montagu and Helena Leopoldine Montagu and also Charles George Henry Viscount Hinchbrook Oliver George Poulett Montagu and John Manners Yorke as surviving trustees of the settlement of the twenty-sixth day of November one thousand eight hundred and sixty-seven;
- (V) Any other children of the said William George Craven and Lady Mary Catherine his wife;

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- (w) Any other children of the said Victor Alexander Montagu and Lady Agneta Harriett his wife ;
- (x) Any persons of kin to the said Lady Elizabeth Philippa Biddulph who may become entitled at her death under the said settlement of the twenty-sixth day of May one thousand eight hundred and sixty ;
- (y) Any persons of kin to the said Lady Agneta Harriett Montagu who may become entitled at her death under the said settlement of the twenty-sixth day of November one thousand eight hundred and sixty-seven.

Saving as
against
Horatio
Arthur
Yorke and
Alexander
Campbell
Yorke and
their sons
unless their
consent in
writing
enrolled.

41. Provided always that whereas the said Horatio Arthur Yorke and Alexander Campbell Yorke are at present abroad and their consents to this Act have not been proved therefore this Act or anything therein contained shall not be of any effect

- (A) As against the said Horatio Arthur Yorke or as against his sons (if any) or the heirs male of the respective bodies of such sons unless and until the consent of the said Horatio Arthur Yorke (if living) on behalf of himself and his sons (if any) and the heirs male of the respective bodies of such sons or in case of his death then the consent of the guardian or guardians for the time being of his infant sons (if any) shall be signified and enrolled as herein-after in this Act provided ; or
- (B) As against the said Alexander Campbell Yorke or as against his sons (if any) or the heirs male of the respective bodies of such sons unless and until the consent of the said Alexander Campbell Yorke (if living) on behalf of himself and his sons (if any) and the heirs male of the respective bodies of such sons or in case of his death then the consent of the guardian or guardians for the time being of his infant sons (if any) shall be signified and enrolled as hereinafter in this Act provided (that is to say) :

shall be signified in writing under the hand of the person consenting and such writing shall be attested by at least one witness and shall be enrolled in the Central Office of the Supreme Court of Judicature in England within three years from the passing of this Act.

After the enrolment of any such consent the same shall be deemed part of this Act and shall cause this Act to be as binding and conclusive upon the person or persons by whom and on whose behalf the consent is given as if such consent had been obtained and proved before the passing of this Act.

Any such consent may be in the form or to the effect following (that is to say) :

I or we [here insert the name of the consenting party or parties and if the consent be on behalf of his infant sons add "on behalf of myself and of all my sons (if any)" and if the consent be as guardian add "on behalf of the person or persons for whom I am authorised to consent"] do hereby consent to an Act of Parliament passed in the session held in the 44th and 45th years of the reign of Queen Victoria intituled "An Act to enable the trustees of the Earl of Hardwicke's settled estates to raise money for payment of his debts and for vesting in such trustees his life interest in the settled estates and also for vesting in them certain pictures and other effects in the mansion of Wimpole as heirlooms and for other purposes in relation thereto." A.D. 1881.
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44 & 45 Vict.
c. 2. (*Priv.*)

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

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THE SCHEDULE.

LIST OF POLICIES ON THE LIFE OF THE PRESENT EARL.

No.	Office.	No. of Policy.	Date.	Annual Premium.			Amount originally insured.
				£	s.	d.	
1	Standard Life Assurance Company	7625T	9 June, 1865	79	0	10	£ 3500
2	Standard Life Assurance Company	9233T	18 May, 1868	55	2	6	2250
3	Standard Life Assurance Company	9593T	25 Feb. 1869	122	10	0	5000
4	Royal Exchange Assurance Corporation	40765	18 Nov. 1873	287	1	8	10000
5	Pelican Life Insurance Company	33155	20 Nov. 1873	222	6	8	8000
6	Scottish Widows' Fund and Life Assurance Society	38329	19 Nov. 1873	143	10	10	5000
7	London Assurance Corporation	5150	17 Nov. 1873	193	13	4	7000
8	London and Provincial Law Assurance Society	3963	18 Nov. 1873	115	3	4	4000
9	Legal and General Life Assurance Society	7922	19 Nov. 1873	143	10	10	5000
10	Norwich Union Assurance Society	39751	17 Nov. 1873	86	2	6	3000
11	Rock Life Assurance Society	14217	18 Nov. 1873	274	3	4	10000
12	Sun Life Assurance Company	19705	25 Nov. 1873	140	8	4	5000
13	Alliance British and Foreign Life and Fire Assurance Company	14535	18 Nov. 1873	140	8	4	5000
14	Imperial Life Insurance Company	11068	18 Nov. 1873	134	11	8	5000
15	Atlas Assurance Company	20334	18 Nov. 1873	140	12	6	5000
16	North British and Mercantile Insurance Company	24828	8 Dec. 1873	143	10	10	5000
Carried forward				£	2,421	17 6	£87,750

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No.	Office.	No. of Policy.	Date.	Annual Premium.	Amount originally insured.
			Brought forward	£ 2421 17 6	£ 87,750
17	Equity and Law Life Assurance Society	4712B	19 Nov. 1873	99 12 1	3500
18	Guardian Life Assurance Company	14261	18 Nov. 1873	134 11 8	5000
19	Union Assurance Company	8476	21 Nov. 1873	143 10 10	5000
20	Church of England Life Assurance Institution	12122	18 Nov. 1873	80 17 6	3000
21	Hand in Hand Life Insurance Society	6324	18 Nov. 1873	85 15 0	3000
22	Northern Life Assurance Company	27022	21 Nov. 1873	133 2 6	5000
23	Universal Life Assurance Company	3789	18 Nov. 1873	80 10 0	3000
24	Clerical Medical and General Life Assurance Company	20055	19 Nov. 1873	114 16 8	4000
25	Equity and Law Life Assurance Society	2370B	17 April 1861	140 5 10	6500
26	Legal and General Life Assurance Society	8078	7 Dec. 1874	93 0 0	3000
27	London and Provincial Law Assurance Society	4110	7 Dec. 1874	93 0 0	3000
28	Crown Life Assurance Company	23812	8 Dec. 1874	90 0 0	3000
29	English and Scottish Law Life Assurance Association	15463	7 Dec. 1874	93 0 0	3000
30	Scottish Equitable Life Assurance Society	20544	17 Dec. 1874	93 0 0	3000
31	Law Life Assurance Society	20650	12 July 1876	179 7 6	5000
32	English and Scottish Law Life Assurance Association	16736	11 July 1876	103 10 0	3000
33	Scottish Union and National Insurance Company	14071	14 July 1876	136 3 4	4000
34	Hand in Hand Fire and Life Insurance Society	6882	15 July 1876	107 7 6	3000
35	Commercial Union Assurance Company	6041	22 April, 1877	179 7 6	5000
	Carried forward		- - £	4602 15 5	£178,750

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No.	Office.	No. of Policy.	Date.	Annual Premium.			Amount originally insured.
				£	s.	d.	£
			Brought forward	4602	15	5	178,750
36.	Economic Life Assurance Society	22025	21 April, 1877	162	6	3	5000
37	Law Life Assurance Society	20858	21 April, 1877	197	5	10	5000
38	Legal and General Life Assurance Society	8472	22 April, 1877	75	5	0	2000
39	North British and Mercantile Insurance Company	26305	22 April, 1877	93	7	8	2500
40	Pelican Life Assurance Company	33754	21 April, 1877	79	16	8	2000
41	Provident Life Office	32930	21 April, 1877	187	18	4	5000
42	Royal Fire and Life Insurance Company	30666	22 April, 1877	90	12	9	2500
43	Scottish Union and National Insurance Company	14625	22 April, 1877	36	11	8	1000
44	Sun Life Assurance Society	21237	22 April, 1877	78	11	8	2000
45	Universal Life Assurance Society	4102	22 April, 1877	72	3	4	2000
Total premiums - - £				5676	14	7	£189,750
Bonuses declared not less than - - -							£3000
Total sums assured - - -							£192750