



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ. .

Cap. 29.

An Act to enable the Trustees of the Will of the Most Noble *Francis* late Duke of *Bridgewater* to carry into execution certain Articles of Agreement made and entered into by them with the Right Honourable *Francis Egerton* commonly called Lord *Francis Egerton*, and to raise Money for the Purposes expressed in the said Articles of Agreement; and for other Purposes.

[8th August 1845.]

WHEREAS the Most Noble *Francis* late Duke of *Bridgewater*, deceased, by his last Will and Testament in Writing, bearing Date on or about the Twenty-eighth Day of *January* One thousand eight hundred and three, and executed and attested as by Law was then required for the Devise of Real Estates, (amongst other things) devised all that his Lordship of *Ellesmere* in the County of *Salop*, and all other his Manors, Messuages, Lands, Advowsons, Tenements, and Hereditaments situate in that County, and also all those his Messuages, Farms, Lands, and Hereditaments,

Will of the Duke of Bridgewater, dated 28th Jan. 1803.

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with the Appurtenances, situate in *Marbury-cum-Quorsley* in the Hundred of *Nantwich* in the County of *Chester*, and then or then late in the Occupation of *John Nevitt*, and also the Messuages and other Hereditaments therein particularly mentioned, situate in *Marbury* aforesaid, and also all other his Messuages, Lands, Tenements, and Hereditaments whatsoever situate at *Marbury* aforesaid, and also all that his Park commonly called *Ashridge Park*, and his Manors, Messuages, Lands, Tenements, Advowsons, and Hereditaments situate in the Counties of *Hertford* and *Buckingham*, or either of them, and also all his Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the Counties of *York* and *Durham*, or either of them, to the Right Honourable *John William* late Earl of *Bridgewater*, deceased, (then Lieutenant General *John William Egerton*,) his Heirs and Assigns for ever, upon Condition that he, his Heirs, Issue, and Assigns, should, within Six Calendar Months next after the Death of the said Testator, if then of Age, or otherwise within Six Calendar Months after they should be of the Age of Twenty-one Years, at the Costs and Charges of his residuary Personal Estate, do all such Acts, and make and concur in all such Assurances, as should be necessary or deemed advisable to convey and assure the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises situate at or in *Worksley* otherwise *Worsley*, *Hulton*, *Stanistreet*, *Bedford*, *Salford*, *Kersley*, *Farnworth*, *Eccles*, and *Dean*, or elsewhere in the County of *Lancaster*, comprised in certain Indentures of Lease and Release and Settlement, bearing Date respectively on or about the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, the Release being tripartite, and made between his late Father the Most Noble *Scroop* Duke of *Bridgewater* of the First Part, *Charles Gibson* Gentleman of the Second Part, and Sir *Paul Methuen* Knight of the Most Honourable Order of the Bath, and *William Lee* Doctor of Laws, of the Third Part, to and to the Use of his Trustees therein-after named, discharged of all Estates Tail, Remainders, and Reversions then subsisting therein, and upon the same or the like Trusts as were therein-after declared of his Canal and Real Estates in *Lancashire*; and the said Testator by his said Will devised all that his Capital Mansion House situate at or in *Cleveland Court* in the Parish of *Saint James Westminster* in the County of *Middlesex*, and called sometimes *Cleveland* and sometimes *Bridgewater House*, with the Outhouses, Offices, and Appurtenances belonging thereto, and the Grounds used with the same, or purchased by the said Testator with a view to the Convenience thereof, and all the Furniture and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library, and Collection of printed and manuscript Books, which should be in the same Mansion House at his Death, or then belong to the Collection, though removed for some occasional Purpose, to and to the Use of the Right Honourable Sir *Archibald Macdonald* Knight, Chief Baron of His Majesty's Court of Exchequer, the Right Reverend and Honourable *Edward Venables Vernon* Lord Bishop of *Carlisle* (now the Most Reverend Archbishop of *York*), and *Robert Haldane Bradshaw*, then of *Berners Street* in the County of *Middlesex*, Esquire, their Heirs, Executors, Administrators, and Assigns, for all his the said Testator's Estates and Interest therein, nevertheless in

trust to permit and suffer the same to be held, occupied, and enjoyed by the Person or Persons who for the Time being and from Time to Time should be entitled to the Income of and ultimately to his Canal and Trust Estates therein-after mentioned, and for the same or the like Times and Estates, and with, under, and subject to the same or the like Provisoos and Conditions, as he, she, and they respectively should for the Time being be entitled to the same, and in the same or the like Shares and Proportions as he, she, or they respectively should be so entitled; and the said Testator gave, devised, and bequeathed all his Manors, Messuages, Farms, Lands, Tenements, Collieries, and Hereditaments situate in the Counties of *Lancaster* and *Chester*, and each of them, (except the Land and Hereditaments situate at or in *Marbury* in the said County of *Chester*, which were therein-before devised,) and also his Canal in the same Counties, and the several Branches thereof, either in or out of the same Counties, and all Grounds occupied therewith or purchased for the Convenience of the same, and all Wharfs, Warehouses, Engines, Buildings, and Premises annexed or belonging to the same Canal, or used or building or to be built for the Convenience thereof, together with divers Articles of Personalty, (being the Capital Trading Stock and Floating Capital of his said Canal,) subject nevertheless to the Payment of the Debts owing at the said Testator's Death on account of the same Concern, and which were to be paid out of the same Concern in exoneration of the Residue of the said Testator's Personal Estate, and also all his the said Testator's Manors, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being at, in, or near the Borough Town of *Brackley* in the County of *Northampton*, with their Rights, Members, and Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, for all the said Testator's Estate and Interests therein respectively, nevertheless upon trust that the Trustee or Trustees thereof for the Time being should during the Term of One hundred and twenty Years, to commence and be computed from the said Testator's Death, and fully to be complete and ended, if the Most Noble *George Granville* late Duke of *Sutherland* (since deceased) (by his then Description of *George Granville Leveson Gower Sutherland* Earl *Gower*), the Right Honourable *Francis Egerton* (commonly called Lord *Francis Egerton*, by his then Name and Description of the Honourable *Francis Leveson Gower*, Second Son of the said Duke of *Sutherland*), the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and the several Children of the respective Marriages of the said Sir *Archibald Macdonald* and his then Wife, and *Edward* Lord Archbishop of *York* and his then Wife, who should be living at the said Testator's Death, and also the Persons who at the said Testator's Death should be Lords Spiritual and Temporal of the United Kingdom of *Great Britain* and *Ireland*, and have taken their Seats in the House of Lords of the said United Kingdom, or any or either of them the said *George Granville* late Duke of *Sutherland*, Lord *Francis Egerton*, Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and Children of the respective Marriages of the said Sir *Archibald Macdonald* and *Edward* Lord Archbishop of *York*, and their then Wives, and Lords Spiritual and Temporal,

Temporal, should so long live, and also during the further Term of Twenty Years, to be computed from the End, Expiration, or other sooner Determination of the said Term of One hundred and twenty Years, determinable as aforesaid, permit and suffer the said last-mentioned Manors, Farms, Collieries, Canal, and the Capital and Trade thereof, and the Receipt of the Rents, Income, and Profits thereof, and the Time of felling Timber, Woods, and Coppices, and the Drainage of the said Testator's Trust Estates, to be under the sole Care, Direction, Management, and Control of the said *Robert Haldane Bradshaw* during his Life, or till he should think fit to resign his Appointment of Superintendent, and after his Death, or, which should first happen, his Resignation, then of such Person as he should appoint by any Writing under his Hand, either revocably or irrevocably, or by his Will, or by any Codicil thereto, to be his Successor, and in case he should appoint his Son *William Rigby Bradshaw* (which he the said Testator desired and recommended him to do, still, however, leaving it entirely at his Option and Discretion,) to be his Successor, either immediately from and after his Death, or from and after any given Event or Age, or upon any other Contingency, as he the said *Robert Haldane Bradshaw* should think fit, then of such Person as he the said *Robert Haldane Bradshaw* should appoint to be the Successor of his Son, either on the Death or Resignation of the same Son, and also of such Persons as he the said *Robert Haldane Bradshaw* should appoint to act, either solely, or from Time to Time, and successively, till the Time or Event at which the Office of the said Son should commence under the Appointment to be made by his said Father in that Behalf, and after the Death or Resignation of the Person or Persons, if any, to be so appointed as aforesaid, or in case of any Neglect, Failure, or Omission in the said *Robert Haldane Bradshaw* to appoint such Successor, and also on the Death, Resignation, or Refusal to act of the Person who from Time to Time and for the Time being should be so appointed, then of such One Person as should from Time to Time be appointed by Writing under the Hand of his the said Testator's Trustee or Trustees for the Time being, with the Approbation of the Person or Persons who from Time to Time should be entitled to the Receipt of the yearly Profits and Income arising from the said Trust Estates, unless such Person or Persons should be under the Age of Twenty-one Years, and in that Case of the Guardian or Guardians as therein mentioned of the Person or Persons so being under the Age of Twenty-one Years, and entitled as aforesaid, on behalf of the same Person or Persons; and the said Testator directed that the said *Robert Haldane Bradshaw*, and the Person who for the Time being should be appointed by him or by the Trustee or Trustees for the Time being as his Successor, should be and be considered as and styled the Superintendent of the said Estates, Collieries, Canal and Trade; and the said Testator further directed that the Superintendent for the Time being should have full Authority, among other things, to enlarge or extend the said Canal, and certain other Powers and Authorities, Rights and Privileges, in the said Will particularly mentioned, concerning the Management of the Trust Estates and Property, and the Business of the said Canal and the Trade thereof; and the said Testator directed that the Income of his said Trust Estates, Canal and Trade, which should become due from Time to

to Time during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, should belong to and be held in trust for the Person or Persons therein and herein-after mentioned, and for the respective Times therein and herein-after expressed; (that is to say,) in trust for the said *George Granville* late Duke of *Sutherland*, then Earl *Gower*, for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, determinable as aforesaid, then in trust for the said Lord *Francis Egerton* for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and if he should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, subject nevertheless to determine when and if he should become Marquis of *Stafford*, and would have been Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting; and after the Determination of the Estate or Interest of the said Lord *Francis Egerton*, in trust for the First, Second, Third, Fourth, Fifth, and Sixth, and all and every other subsequent born Son of the said Lord *Francis Egerton*, severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of his Body, or who, in case of the Death of his Parent, if such Death had taken place, would be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and he should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, take, and thenceforth continually use, the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Person respectively should cease in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as he should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity, if then subsisting, so that no Person except the said *George Granville* late Duke of *Sutherland*, being Marquis of

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Stafford, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting, might from and after the Time that such Person should become Marquis of *Stafford*, or, in case of the Continuance of that Dignity, would be Marquis of *Stafford*, should become or continue to be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade; and from and after the Determination of the respective Estates and Interests of the First and other subsequent born Sons of the said Lord *Francis Egerton*, and of the Person who for the Time being should be, or who, in case of the Death of his Parent would be, the Heir Male of the Body of the same Sons respectively, then in trust for the Third and every subsequent born Son of the said *George Granville* late Duke of *Sutherland*, severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of such Son respectively, or who would, in case of the Death of his Parent, if such Death had taken place, be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and he should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, take, and thenceforth continually use, the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Sons respectively should determine in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as the same Son or Person should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity, if then subsisting, so that no Person being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting, might, from and after the Time that such Person should become, or, in case of the Continuance of that Dignity would be, Marquis of *Stafford*, should become or continue to be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade; and from and after the Determination of the respective Estates and Interests of the Third and other subsequent born Sons of the said *George Granville* late Duke of *Sutherland*, and of the Person who for the Time being should be, or who, in case of the Death of his Parent, would be, the Heir Male of the Body of the same Sons respectively, then in trust for the

First, Second, Third, Fourth, Fifth, and all and every Son and Sons of the said Sir *Archibald Macdonald* and *Louisa* his then Wife born and to be born, severally and successively in Remainder one after another according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who, in case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold the same to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade should, within Three Calendar Months after he should become entitled to the Receipt of the said Income and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or who, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or who, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body; and from and after the Determination of the Estate or Interest of each of the same Sons respectively, and of the Person who for the Time being should answer, or who, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, in trust for the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth, and all and every other Son and Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife (since deceased) born and to be born, severally and successively in Remainder one after the other according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person or Persons taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who, in case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold the same to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade

Trade should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or who, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or who, in case of the Death of his Parent, if such Death had taken place, would answer, the Description of Heir Male of his Body; and from and after the Determination of the Estate and Interest of each of the same Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, and of the Persons who from Time to Time should answer the Description of Heir Male of their Bodies, or who, in case of the Death of their Parents, if such Deaths had taken place, would answer the Description of Heirs Male of their Bodies, then in trust for the Most Noble *George Granville* now Duke and Earl of *Sutherland*, then the Honourable *George Granville Leveson Gower Sutherland*, and then commonly called Lord *Strathnaver*, the eldest Son of the said *George Granville* late Duke of *Sutherland*, for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and after the Determination of the Estate or Interest of the said *George Granville* now Duke and Earl of *Sutherland*, in trust for the First, Second, Third, Fourth, Fifth, Sixth, and all and every other subsequent born Son of the said *George Granville* now Duke and Earl of *Sutherland*, severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person or Persons who for the Time being and from Time to Time should answer the Description of Heir Male of his Body, or who would be the Heir Male of his Body under an Estate limited to the same Son, and the Heirs Male of his Body, to hold to the same Son or Person respectively for the Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, every elder of the same Sons, and the Person who for the Time being should answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer the Description of Heir Male of his Body; and from and after the Determination of the respective Estates and Interests of the First and other Sons of the said *George Granville* now Duke and Earl of *Sutherland*, and of the Person who for the Time being should be the Heir Male of the Body of the same Sons respectively, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, or who would be the Heir Male of his Body under an Estate limited to the said *George Granville* late Duke of *Sutherland* and the Heirs Male of his Body
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by his the said Testator's Will, to hold to the same Person severally and successively for the Term of Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and from and after the Determination of the respective Estates and Interests of the Persons who for the Time being should so answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, then in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir of the said *George Granville* late Duke of *Sutherland*, or who would be his Heir under an Estate limited to him and his Heirs by his the said Testator's Will, to hold to the same Person, severally and successively, for the Term of Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and the said Testator also directed that each of the said Terms of Ninety-nine Years, determinable as aforesaid, should commence and be computed from the Time when the Person respectively to whom the same Term was limited should become entitled to the Income of all or any Part of the same Trust Estates, Canal, and Trade, respectively, under the Limitations or Trusts therein-before contained, and further, that in case the Limitations or Trusts therein-before contained to or in favour of Persons unborn could not take effect precisely in the Order in which they were directed to take place, and there should consequently be any Suspension of the beneficial Ownership, by reason that the Persons entitled to take under the same Limitations or Trusts should not be born, then and in that Case the Income of his the said Testator's Trust Estates, Canal, and Trade should, during such Suspension of Ownership, belong to and be enjoyed by the Person or Persons for the Time being entitled, or who, in case there had not been such Suspension of Ownership, would for the Time being and from Time to Time have been entitled to the next Estate in Remainder, subject nevertheless to the Right of any Person or Persons to be afterwards born, and who would have been entitled under any prior Limitation or Trust to have, receive, and take the Income of his the said Testator's said Trust Estates, Canal, and Trade from the Time of his or their actual Birth or respective Births, yet nevertheless without Prejudice to the Trusts therein-before contained for Accumulation of Part of the same Income during the Minority of the same Person or Persons, any thing in his the said Testator's Will contained to the contrary in anywise notwithstanding; and the said Testator directed that from and after the Expiration, or, which should first happen, other sooner Determination, of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, all the said Trust Estates and Trust Property should be settled, conveyed, and assured by his then Trustee or Trustees thereof to such Person or Persons as would at that Time be entitled to the same, either by Purchase or by Descent, for the first or immediate Estate or Estates for Life, in Tail or in Fee, in the same Trust Estates, if the same Trust Estates had been by that his Will limited, devised, settled, or assured in manner or to the Effect following; (that is to say,) to the Use of the said *George Granville* late Duke of *Sutherland*, and his

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Assigns

Assigns for his Life, with Remainder to the said Lord *Francis Egerton* for his Life, with Remainder to his First, Second, and other subsequent born Sons successively according to the Priority of their Births in Tail Male, with Remainder to the Third and every subsequent born Son of the said *George Granville* late Duke of *Sutherland*, successively according to the Priority of their Births in Tail Male, with a Proviso for the Cesser of the Estate of each of them the said Lord *Francis Egerton*, and his First, Second, and other Sons, and the Heirs Male of their Bodies, and the Third and other subsequent born Sons of the said *George Granville* late Duke of *Sutherland*, and the Heirs Male of their respective Bodies, who for the Time being and from Time to Time should become Marquis of *Stafford*, or who would be entitled to succeed to that Dignity if then subsisting, or who should refuse to take the Surname and bear the Arms of *Egerton* within Three Calendar Months after he or they respectively should become Tenant for Life or Tenant in Tail in possession, as if such Son, being Tenant for Life, was actually dead, or such Sons or Heirs Male, being Tenants in Tail, were dead without Issue Male inheritable to their Estates Tail, and for the Acceleration of the Estates next in Remainder according to their Priority; with Remainder to the First and other Sons of the said Sir *Archibald Macdonald* and *Louisa* his Wife, born and to be born, successively according to the Priority of their Births in Tail Male, with a like Proviso of Cesser and Acceleration of the Remainders; Remainder to the First and other Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, successively according to the Priority of their Births in Tail Male, with the like Proviso of Cesser and Acceleration; with Remainder to the said *George Granville*, now Duke and Earl of *Sutherland*, for his Life; with Remainder to his First and other Sons successively according to the Priority of their Births in Tail Male; with Remainder to the said *George Granville* late Duke of *Sutherland* in Tail Male, Remainder to him in Tail, with Remainder to him in Fee; and the said Testator further directed, that the Person or Persons to whom such Conveyances should be made should have such Estate in the said Trust Estate as he or they would at that Time be entitled to take under the said Limitations if the same Limitations had been actually made by his said Will, and with the same or the like Remainders over, Provisoes and Conditions, as if the said Trust Estates had been devised by the said Testator's said Will in manner aforesaid, or as near thereto as might be, and the Circumstances of the Case and the Rules of Law and Equity would permit; yet nevertheless the said Testator directed and declared that no such Person should have or be entitled to a vested Estate, or any other than a contingent Interest, till the Expiration, or, which should first happen, the sooner Determination, of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, and that such Limitations were introduced into his said Will only for the Purpose of ascertaining the Objects to whom such Conveyances should be made, and not for the Purpose of making any immediate Devise or Gift, or raising any immediate or present Estate, by way of Trust or otherwise, for them; on the contrary thereof, the said Testator directed, that during the said Terms of One hundred and twenty Years determinable as aforesaid, and Twenty Years, no Person or Persons should be entitled, at

Law or in Equity, to any beneficial Estate of and in his said Trust Estates, or the Income thereof, by way of vested Interest, for any longer Period than Ninety-nine Years, determinable as therein-before was mentioned, it being his Intention, as far as the Rules of Law and Equity would permit, by the Means adopted in his said Will, to suspend the Right to the Inheritance of his said Trust Estates, for the Purpose of keeping his said Canal and the Trade thereof, together with the Estates annexed thereto, as one joint Fund, under such Control, Superintendence, and Management thereof as aforesaid, to the Intent that the Public might reap from the same those Advantages which he hoped and trusted the Plan adopted in the said Will was calculated to produce for their Benefit; and the said Testator declared, that all Manors, Messuages, Lands, Tenements, and Hereditaments situate in the Counties of *Lancaster* and *Chester*, or either of them, which were in his own Occupation, or in the Occupation of any other Person or Persons as Tenant to him, were and were intended to be comprised in the Devise made by him to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in trust as aforesaid, so that all Persons claiming any Benefit under his said Will might be bound to confirm his Will, and the several Provisions thereof, as far as related to the same Messuages, Lands, Tenements, and Hereditaments respectively; and in the said Will there is contained the usual Provision for the Change and Appointment of new Trustees so as to supply Vacancies in their Number: And whereas the said *Francis* Duke of *Bridgewater* made and published a Codicil to his said Will, of the same Date, and thereby, notwithstanding the Devise in his said Will of his Manors, Messuages, Lands, Tenements, Advowsons, and Hereditaments situate in the Counties of *Hertford* and *Buckingham*, or either of them, and by way of Exception out of the same, and notwithstanding any other Devise in his Will, he gave and devised all his Messuages, Lands, Tenements, and Hereditaments situated at, in, or called "*Woolmers*," in the said County of *Hertford*, with their Rights, Members, and Appurtenances, to and to the Use of his Nephew the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns for ever; and the said Testator, after noticing that it might happen that divers Manors, Messuages, Lands, Tenements, and Hereditaments might be thereafter purchased by him, and that it was his Intention to republish his Will from Time to Time as Circumstances should require, to the Intent that the same Manors, Messuages, Lands, Tenements, and Hereditaments might pass under such Words contained in his said Will as should be applicable to the same Manors, Messuages, Lands, Tenements, and Hereditaments respectively, but, to avoid as far as might be any Omission on his Part to republish his Will, he the said Testator did direct that no Person or Persons being his Heir or Heirs at Law at or at any Time after his Death should be entitled to any Benefit under the Trusts or Provisions of his said Will, or of any Codicil or Codicils added or to be added to the same, unless such Person or Persons should, when thereunto required, and at the Costs and Charges of the Trust Estates, or of the Person or Persons making such Request, convey all such Manors, Messuages, Lands, Tenements, and Hereditaments as should thereafter be purchased by him the said Testator, and vest in such Person

Codicil,
dated 28th
Jan. 1802

Person or Persons by Descent, so and in such Manner that the same Manors, Messuages, Lands, Tenements, and Hereditaments might vest in such Person or Persons respectively as if the same had been included in and devised by his said Will, and that in default thereof the Person or Persons who should be disappointed by the Refusal of his Heir or Heirs at Law to make such Conveyance as aforesaid of any Manors, Messuages, Lands, and Hereditaments to be thereafter purchased by him the said Testator, and vested in his Heir or Heirs at Law by Descent, should be compensated, as far as the Circumstances of the Case would admit, out of the Devises or Provisions made or to be made, either by his said Will, or any Codicil or Codicils thereto, for the same Person or Persons respectively refusing as aforesaid, and as near as might be, according to the Rules of Equity, applied in the like Cases under the Doctrine of Election; and that in all other respects the Provisions made by his said Will for the Person or Persons so refusing should go and be applied in the same or in the like Manner as if the Person or Persons so refusing had departed this Life in his the said Testator's Lifetime; and the said Testator did confirm his said Will in all other respects: And whereas the said Testator departed this Life on or about the Eighth Day of *March* One thousand eight hundred and three, without having revoked or altered his said Will, except so far as the same was altered or revoked by the said Codicil, and by Two other Codicils thereunto, neither of which Codicils in anywise affected any of the herein-before recited Devises and Bequests, Trusts and Powers; and soon after the Decease of the said Testator his said Will and Codicils were duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Indenture, bearing Date the Thirty-first Day of *August* One thousand eight hundred and three, grounded on a Lease for a Year, and made or expressed to be made between the Right Honourable *Charles Long* of the First Part, the said *John William* Earl of *Bridgewater* of the Second Part, and the said Sir *Archibald Macdonald*, the said *Edward* Lord Archbishop of *York* (then Bishop of *Carlisle*), and the said *Robert Haldane Bradshaw*, of the Third Part, in order to comply with and discharge the said Condition annexed to the said Devise to the said *John William* Earl of *Bridgewater* as aforesaid, and to convey and assure all the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in the said Indentures of Lease and Release or Settlement of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with their Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in pursuance of the said Will, and for a nominal Consideration, the said *Charles Long*, by the express Direction and Appointment of the said *John William* Earl of *Bridgewater*, (testified as therein mentioned,) did grant, bargain, sell, and release, and the said *John William* Earl of *Bridgewater* did grant, bargain, sell, release, and confirm, unto the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, and to their Heirs and Assigns, all the said Hereditaments comprised in the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with

Indenture,
dated 31st
August 1803.

with their Appurtenances, to hold the same unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, nevertheless upon the Trusts declared by the said *Francis* Duke of *Bridgewater* in and by his said Will of his Canal and Real Estates in *Lancashire*, thereby devised unto and to the Use of his said Trustees, the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, and referred to by the said Duke in the Devise contained in his said Will to the said Earl of *Bridgewater*, his Heirs or Assigns, upon Condition as aforesaid: And whereas the said Sir *Archibald Macdonald* departed this Life on or about the Eighteenth Day of *May* One thousand eight hundred and twenty-six: And whereas by a Deed Poll or Instrument under the Hand and Seal of the said *George Granville* late Duke of *Sutherland*, then Marquis of the County of *Stafford*, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and twenty-six, the said *George Granville* late Duke of *Sutherland*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis* Duke of *Bridgewater*, and by virtue and in exercise and execution of the Power or Authority in him the said *George Granville* late Duke of *Sutherland* for that Purpose vested by virtue of or under the same Will, and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did nominate and appoint the Right Honourable *William* Earl of *Devon*, by his then Name and Description of *William Courtenay* of *Duke Street* in the City of *Westminster*, Esquire, to be a Trustee under the said Will of the said *Francis* Duke of *Bridgewater*, the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, in the Room and Stead of the said Sir *Archibald Macdonald*: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the Twenty-ninth and Thirtieth Days of *May* One thousand eight hundred and twenty-six, the Release and Assignment being made or expressed to be made between the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* of the First Part, the said *William* Earl of *Devon* (then *William Courtenay*) of the Second Part, and *James Loch*, then of *Bloomsbury Square* in the County of *Middlesex*, and now of *Albemarle Street* in the same County, Esquire, of the Third Part, all such and so many and such Part and Parts of the Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Real Estate, with their Rights, Members, and Appurtenances, (except the said Messuages, Lands, Tenements, and Hereditaments at, in, or called *Woolmers* in the said County of *Hertford*,) with their Rights, Members, and Appurtenances, and also all the said Manors, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-

Indentures,
dated 29th
and 30th
May 1826.

[Private.]

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before

before in part recited Indenture of Release of the Thirty-first Day of *August* One thousand eight hundred and three, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* unto the said *James Loch* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* (then *William Courtenay*), their Heirs and Assigns, for all the Estate and Interest therein respectively of the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined and capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer endorsed on the said Indenture of Release and Assignment, and bearing Date the said Thirtieth Day of *May* One thousand eight hundred and twenty-six, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw* respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* (then *William Courtenay*), their Executors, Administrators, and Assigns, thenceforth for and during all the Residue and Remainder then to come and unexpired therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined or capable of taking effect: And whereas the said *George Granville* late Duke of *Sutherland* departed this Life on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-three, and thereupon the said Lord *Francis Egerton* (then Lord *Francis Leveson Gower*) became entitled, under the Trusts declared by the said Will of the said *Francis* Duke of *Bridgewater*, to the Income of the said devised Estates and Property, and he did, in compliance with the Direction in that Behalf contained in the same Will, within Three Calendar Months after the Death of his said Father, assume, and hath since borne and used, the Name and Arms of *Egerton* only: And whereas by a Deed Poll or Instrument under the Hands and Seals of the said *Robert Haldane Bradshaw* and *James Sothorn* Gentleman, bearing Date on or about the Third Day of *February* One thousand eight hundred and thirty-four, after reciting that the said *Robert Haldane Bradshaw*, by virtue and in exercise of the Powers and Authorities given to and vested in him in and by the said

Will

Deed Poll,
3d February
1834.

Will of the said *Francis Duke of Bridgewater*, had some Time ago irrevocably appointed the said *James Sothern* as his Successor after his Death in the Situation and Office of Superintendent of the Trust Estates, Manors, Farms, Collieries, Canal, and Trade then late of the said Duke, and in the said Will mentioned, and thereby given and devised, with all and every the Powers and Authorities in the said Will contained, and thereby given to the Superintendent, and with a Salary of One thousand five hundred Pounds a Year; and that the said *Robert Haldane Bradshaw*, by reason of advanced Age, was desirous of withdrawing himself immediately from the Duties of a Trustee under the said Will of the said *Francis Duke of Bridgewater*, and of resigning his Situation of Superintendent of the same Trust Estates, and of appointing the said *James Sothern* irrevocably as his immediate Successor in that Situation, the said *Robert Haldane Bradshaw*, in order to effect the Intention and Desire therein-before expressed, and without Prejudice to the Appointment of the said *James Sothern* made as aforesaid, so far as the Appointment thereby made was consistent with the Appointment made by the said Deed Poll now in recital, and in order to enable the said *James Sothern* forthwith to commence and take upon himself the Office of Superintendent of the said Trust Estate, Effects, and Premises therein-before mentioned, and in order that the same Trust Estate, Effects, and Premises might be forthwith so conveyed and assigned as to be immediately vested in him jointly with the other remaining Trustees, did thereby resign his said Office or Situation of Superintendent, and in exercise and execution of the Power and Authority, Powers and Authorities, in or to him the said *Robert Haldane Bradshaw* vested or given by virtue of or under the same Will, and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did irrevocably nominate and appoint the said *James Sothern* to be immediately and from the Execution of the said Deed Poll now in recital the Superintendent of all the Trust Estates, Collieries, Canal, and Trade under and by virtue of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deeds or Assurances, and with all such Powers and Authorities, Rights and Privileges, as he the said *Robert Haldane Bradshaw* then had or could or might have had as such Superintendent if the said Deed Poll now in recital had not been made: And whereas by Indentures of Lease and Assignment, bearing Date respectively the Fourth and Fifth Days of *February* One thousand eight hundred and thirty-four, the Release and Assignment being made or expressed to be made between the said *Edward Lord Archbishop of York*, *Robert Haldane Bradshaw*, and *William Earl of Devon* (then *William Courtenay*) of the First Part, the said *James Sothern* of the Second Part, and *Edward Chester Gentleman* of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manor, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis Duke of Bridgewater* respectively given, devised, and

Indentures,
dated 4th
and 5th Feb.
1834.

and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the hereinbefore in part recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, under or by virtue of the Trusts, Powers, Provisoos, Declarations, and Conditions contained in the said Will, upon the Trusts therein contained and hereinbefore mentioned, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, unto the said *Edward* *Chester* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer annexed thereto, and bearing Date the said Fifth Day of *February* One thousand eight hundred and thirty-four, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises, in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Executors, Administrators, and Assigns, for and during all the Residue and Remainder then to come and unexpired therein respectively for the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect: And whereas by a Deed Poll under the Hand and Seal of the said *James Sothern*, bearing Date the First Day of *March* One thousand

Deed Poll,
1st March
1837.

sand eight hundred and thirty-seven, after reciting that the said *James Sothern* was desirous of resigning his said Office of Superintendent of the said Trust Estates, Collieries, Canal, and Trade, the said *James Sothern* did thereby absolutely and from the Time of the Execution of that Writing resign his said Office of Superintendent of all the said Trust Estates, Collieries, Canal, and Trade, under or by means of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deed or Assurance, and all such Powers and Authorities, Rights and Privileges as he the said *James Sothern* then had, or if the said Deed Poll now in recital had not been executed could or might have had as such Superintendent: And whereas by an Indenture, bearing Date the First Day of *March* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Edward Lord Archbishop of York* and *William Earl of Devon* of the First Part, the said Lord *Francis Egerton* of the Second Part, and the said *James Loch* of the Third Part, the said *Edward Lord Archbishop of York* and *William Earl of Devon*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis Duke of Bridgewater*, and by virtue and in exercise and execution of the Power and Authority or Powers and Authorities in them the said *Edward Lord Archbishop of York* and *William Earl of Devon* for that Purpose vested by virtue of the same Will, and the First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and of every or any other Power and Authority in anywise enabling them in that Behalf, and by and with the Consent and Approbation of the said Lord *Francis Egerton* (testified as therein mentioned), and upon the Acceptance of the said *James Loch* (testified as therein mentioned), did nominate and appoint the said *James Loch* to be immediately and from the Execution of the said Indenture now in recital, in the Room and Stead of the said *James Sothern*, the Superintendent of the said Trust Estates, Collieries, Canal, and Trade, under or by means of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deed or Assurance, and with all such Powers and Authorities, Rights and Privileges, as the said *James Sothern* had immediately before he resigned his said Office, or could or might have had as such Superintendent if he had not resigned his said Office: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the First and Second Days of *March* One thousand eight hundred and thirty-seven, the Release and Assignment being made or expressed to be made between the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern* of the First Part, the said *James Loch* of the Second Part, and *Edward Gatty Gentleman* of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis Duke of Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward Lord Arch-*

Indenture,
dated
1st March
1837.

Indentures,
dated 1st and
2d March
1837.

[Private.]

bishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, under or by virtue of the said Will, or the said First Codicil to the same Will, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or otherwise, upon the Trusts in the same Will and therein-before mentioned or referred to, or such of them as were subsisting, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, unto the said *Edward Gatty* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer indorsed on the same Indenture of Release and Assignment, and bearing Date the said Second Day of *March* One thousand eight hundred and thirty-seven, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, thenceforth, for all the Residue of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern* immediately before the Execution of the said Indenture of Release and Assignment now in-recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect: And whereas the said *George Granville* late Duke of *Sutherland* had Two Sons only, namely, the said *George Granville*
now

now Duke and Earl of *Sutherland*, his eldest Son and Heir at Law, and the said Lord *Francis Egerton*: And whereas the said Lord *Francis Egerton* hath now Five Sons, namely, *George Granville Egerton*, who has attained his Age of Twenty-one Years, and *Francis Egerton*, *Algernon Egerton*, *Arthur Frederick Egerton*, and *Granville Egerton*, all of whom are Infants under the Age of Twenty-one Years, and no other Issue Male: And whereas the said Sir *Archibald Macdonald* had Issue by the said *Louisa* his Wife *James Macdonald* (who became Sir *James Macdonald* Baronet) his only Son: And whereas the said Sir *James Macdonald* departed this Life in or about the Month of *June* One thousand eight hundred and thirty-two, having had Two Sons only, namely, *Archibald Keppell Macdonald*, who, upon the Decease of the said Sir *James Macdonald*, became Sir *Archibald Keppell Macdonald* Baronet, his eldest Son, and One other Son, namely, *Granville Southwell Macdonald*, and no other Issue: And whereas the said Sir *Archibald Keppell Macdonald* hath attained the Age of Twenty-one Years, and is a Bachelor: And whereas the said *Granville Southwell Macdonald* departed this Life on or about the Third Day of *December* One thousand eight hundred and thirty-one, an Infant and a Bachelor: And whereas the said *Edward* Lord Archbishop of *York* and *Anne* his Wife had Eleven Sons, and no more, namely, *George Granville Harcourt*, *Edward Venables Vernon Harcourt*, *Leveson Venables Vernon Harcourt*, *William Venables Vernon Harcourt*, *Frederick Edward Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Granville Venables Harcourt Vernon*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt*: And whereas the said *Edward Venables Vernon Harcourt* departed this Life in the Month of *May* One thousand eight hundred and six, a Bachelor: And whereas the said *William Venables Vernon Harcourt* hath Two Sons only, namely, *Edward William Vernon Harcourt* and *William George Granville Vernon Harcourt*, both of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said *Frederick Edward Venables Vernon Harcourt* hath had Two Sons only, namely, *Augustus George Vernon Harcourt* and *Leveson Francis Vernon Harcourt*, both of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said *Granville Venables Harcourt Vernon* hath Four Sons only, namely, *Granville Edward Harcourt Vernon* and *Evelyn Harcourt Vernon*, who have attained the Age of Twenty-one Years, and are Bachelors, and *Henry Arthur Harcourt Vernon* and *Charles Egerton Harcourt Vernon*, who are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said *George Granville Harcourt*, *Leveson Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt*, respectively, have attained the Age of Twenty-one Years, and have no Issue Male: And whereas the said *George Granville* now Duke and Earl of *Sutherland* hath Three Sons only, namely, the Right Honourable *George Granville William Sutherland Leveson Gower* commonly called Marquis of the County of *Stafford*, the

Right

Right Honourable *Frederick George Sutherland Leveson Gower* commonly called Lord *Frederick George Sutherland Leveson Gower*, and the Right Honourable *Albert Sutherland Leveson Gower* commonly called Lord *Albert Sutherland-Leveson Gower*, all of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said Lord *Francis Egerton* and his said Sons, and the said Sir *Archibald Keppel Macdonald*, and the said several Sons and Grandsons of the said *Edward* Lord Archbishop of *York*, and the said *George Granville* Duke and Earl of *Sutherland*, and his said Sons, are the only Persons now in being who are interested in the Trust Estates and Trust Property held upon the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*: And whereas an Act of Parliament was passed in the Seventh Year of the Reign of His Majesty King *George* the First, intituled *An Act for making the Rivers Mercy and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster*: And whereas by another Act of Parliament passed in the Thirty-fourth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for altering an Act passed in the Seventh Year of the Reign of His late Majesty King George the First, intituled 'An Act for making the Rivers Mercy and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster,' by incorporating the Proprietors of the said Navigation, and to declare their respective Shares therein to be Personal Estate*, the several Parties named in the said last-mentioned Act, being all the then Owners or Proprietors of Shares in the said Navigation, and their respective Executors, Administrators, and Assigns, were united into a Company for managing, carrying on, and maintaining the said Navigation according to the first herein-before recited Act, and the Rules, Orders, and Directions in the said Act now in recital contained or referred to, and were incorporated by the Name of "The Company of Proprietors of the *Mersey* and *Irwell* Navigation," and were by that Name declared to have perpetual Succession and a Common Seal; and it was by the said Act now in recital further enacted, that the said Navigation, and the Tonnage Rate and Duties arising and to arise from the same, and the Messuages, Buildings, Warehouses, Wharfs, Quays, Lands, Tenements, and Hereditaments whereof or wherein the said several Proprietors, or any Person or Persons in trust for them or any of them, was or were seised or possessed of any Estate of Freehold, or for One or more Life or Lives, or for any Number of Years determinable on the Decease of One or more Life or Lives, or for any Number of Years certain, either in possession, reversion, remainder, use, trust, or expectancy, and also all and every the Boats, Barges, Vessels, and other Effects, Matters, and Things belonging to the said Navigation, or held, used, and enjoyed therewith, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof, or belonging to the same or any Part thereof, should be vested in the said Company of Proprietors, for the Benefit of the said several Proprietors, according to their several and respective Shares and Interests therein, and that all such Shares should be Personal Estate, and should be transmissible as such to the Executors, Administrators, and Assigns of such Proprietors respectively, and should not be of the Nature of Real Property: And whereas a very large Part of the Income

of the said Trust Estates and Trust Property of the said *Francis Duke of Bridgewater* so devised and bequeathed by the said Will as aforesaid arises from the Revenue derived from the Freight and Tonnage of Goods and Merchandize carried along the said River *Mersey* and the said *Bridgewater Canal*, between the Port of *Liverpool* and *Manchester*: And whereas the Line of the said *Mersey* and *Irwell* Navigation was constructed for the Conveyance of Goods and Merchandize between the same Places: And whereas the great Majority of the Owners of the Shares in the said *Mersey* and *Irwell* Navigation Company having expressed their Willingness to dispose of their Shares in the said Company, on Terms which to the said Trustees of the said *Francis Duke of Bridgewater* appeared reasonable, it was considered by the said Trustees that it would be very beneficial to the Person and Persons interested in the said Trust Estates and Property of the said *Francis Duke of Bridgewater* if the whole of the Shares in the said Undertaking were purchased, and so as that thereby the said Two Canals and Navigation would be under one uniform and efficient Course of Management, and which could be done more economically than when separately conducted, and by which Means also the said Trustees considered that it was probable the Public would reap those Advantages which the said *Francis Duke of Bridgewater* trusted the Plan adopted by his said Will was calculated to produce for their Benefit; but although the said Trustees had no immediate Authority to purchase the said Shares, they consented, with the Approbation of the said Lord *Francis Egerton*, to purchase the same, provided Power could be obtained from Parliament to do so; and that as an Act for this Purpose could not at the Time be applied for, the said Lord *Francis Egerton*, in order to avoid the Inconvenience which would have resulted from the Postponement or the Prolongation of the Negotiation, agreed, for and on behalf of the said Trustees of the said Will of the said *Francis Duke of Bridgewater*, to purchase all the Shares and Property of the Proprietors of the said *Mersey* and *Irwell* Navigation, and to have the same transferred to him, or to other Persons in trust for him, as after mentioned: And

Transfer
Deed, dated
1st January
1844.

[*Private.*]

but not further or otherwise, did grant, bargain, sell, assign, and transfer unto the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, all those the several Shares of them the several Persons Parties thereto of the First Part respectively of and in the said *Mersey* and *Irwell* Navigation Company under and by virtue of the Two several therein and herein-before recited Acts of Parliament, and known, distinguished, and ascertained in the Transfer Book of the said Company by the Numbers therein particularly mentioned and set forth, and then standing registered by such Numbers in the said Transfer Book of the said Company in the respective Names of the several Persons Parties thereto of the First Part, as therein-before was mentioned and herein-before is referred, to hold the same, with their and every of their Appurtenances, unto the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, subject nevertheless to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the several Persons Parties thereto of the First Part held the same immediately before the Execution of the said Indenture now in recital: And whereas by a Deed Poll under the respective Hands and Seals of *Samuel Henry Thompson* and *George Hughes Thompson*, bearing Date the Thirty-first Day of *July* One thousand eight hundred and forty-four, after reciting (among other things) Three several Indentures or Deeds of Transfer whereby Five Shares in the said *Mersey* and *Irwell* Navigation were transferred to the said *Samuel Henry Thompson* and *George Hughes Thompson*, and after reciting that the Consideration Money in the First of such Indentures expressed to be paid by the said *Samuel Henry Thompson* and *George Hughes Thompson* to *William Higgin*, and also that the Consideration Money in the Two last of such Indentures expressed to be paid by the said *Samuel Henry Thompson* and *George Hughes Thompson* to *Joseph Wilson*, were the proper Monies of the said Lord *Francis Egerton*, it was witnessed, that the several Shares in the said Navigation Company assigned by the said Three therein-before recited Indentures as aforesaid were the Property of the said Lord *Francis Egerton*, and that the Names of the said *Samuel Henry Thompson* and *George Hughes Thompson* had been used in the same Indentures respectively as Trustees only for the said Lord *Francis Egerton*, and that the said *Samuel Henry Thompson* and *George Hughes Thompson*, their Executors, Administrators, and Assigns, should stand possessed of and interested in the said several Shares in the said Navigation Company assigned to them as aforesaid, and all Interest, Income, or Property arising therefrom, in trust for the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, and to be assigned and disposed of from Time to Time as he or they should direct or appoint: And whereas by an Indenture, bearing Date the First Day of *January* One thousand eight hundred and forty-four, and made or expressed to be made between Sir *Benjamin Heywood* Baronet of the one Part, and the said *James Loch* of the other Part, after reciting (among other things) that the said Sir *Benjamin Heywood* was the Owner and Proprietor of Five Shares in the said *Mersey* and *Irwell* Navigation Company, it was witnessed, that, for the Consideration therein mentioned, he the said Sir *Benjamin Heywood* did grant, bargain, sell, assign, and transfer unto the said *James Loch*, his Executors, Administrators, and Assigns, all those Five Shares of and

Deed Poll,
dated 31st
July 1844.

Indenture,
dated 1st Ja-
nuary 1844.

in the said *Mersey* and *Irwell* Navigation Company distinguished and ascertained by the Numbers therein particularly mentioned, and which then stood registered in the Books of the said Company in the Name of the said Sir *Benjamin Heywood*, to hold the same, with their and every of their Appurtenances, unto the said *James Loch*, his Executors, Administrators, and Assigns, absolutely, subject nevertheless to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the said Sir *Benjamin Heywood* held the same immediately before the Execution of the said Indenture now in recital: And whereas by a Deed Poll under the Hand and Seal of the said *James Loch*, bearing Date the Thirteenth Day of *January* One thousand eight hundred and forty-four, after reciting (among other things) the last herein-before recited Indenture, and after reciting that the Consideration Money in such Indenture expressed to be paid by the said *James Loch* to the said Sir *Benjamin Heywood* was the proper Money of the said Lord *Francis Egerton*, it was witnessed that the said several Shares in the said *Mersey* and *Irwell* Navigation Company assigned by the last herein-before recited Indenture were the Property of the said Lord *Francis Egerton*, and that the Name of the said *James Loch* had been used in the same Indenture as a Trustee only, for and on account of the said Lord *Francis Egerton*, and that he the said *James Loch*, his Executors, Administrators, and Assigns, should stand possessed of and interested in the same Shares, and all Benefit and Advantage thereof, and of all Interest, Income, or Property arising therefrom, in trust for the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, and to be assigned and disposed of from Time to Time as he or they should direct or appoint: And whereas by an Indenture, bearing Date the Twenty-second Day of *January* One thousand eight hundred and forty-four, and made or expressed to be made between *John Moore* Surgeon, *Thomas Mulliner* Accountant, and *Joseph Ramsden* Gentleman, (Administrators with the Will annexed of *Ellis Fletcher* Esquire, deceased,) of the First Part, the said *John Moore*, *Jacob Fletcher Fletcher* Esquire, the said *Thomas Mulliner* and *Joseph Ramsden*, Trustees substituted under a Power contained in the said Will of the said *Ellis Fletcher* of the Second Part, and *George Loch* Esquire and *William Slater* Gentleman of the Third Part, after reciting (among other things) that the said *John Moore*, *Thomas Mulliner*, and *Joseph Ramsden*, (as such Administrators as aforesaid,) and the said *John Moore*, *Jacob Fletcher Fletcher*, *Thomas Mulliner*, and *Joseph Ramsden*, (as such Trustees as aforesaid,) were the Owners and Proprietors of Ten Shares in the said *Mersey* and *Irwell* Navigation Company, it was witnessed, that, for the Consideration therein mentioned, they the said *John Moore*, *Thomas Mulliner*, and *Joseph Ramsden*, (as such Administrators as aforesaid,) and the said *John Moore*, *Jacob Fletcher Fletcher*, *Thomas Mulliner*, and *Joseph Ramsden*, (as such Trustees as aforesaid,) did grant, bargain, sell, assign, and transfer unto the said *George Loch* and *William Slater*, their Executors, Administrators, and Assigns, all those Ten Shares of and in the said *Mersey* and *Irwell* Navigation Company distinguished and ascertained by the Numbers therein particularly mentioned, and which then stood registered in the Books of the said Company in the Names

Deed Poll,
dated 13th
Jan. 1844.

Indenture,
dated 22d
Jan. 1844.

of

of the said *John Moore*, *Thomas Mulliner*, and *Joseph Ramsden*, to hold the said Shares numbered respectively as therein mentioned, being a Moiety of the said Ten Shares, with their and every of their Appurtenances, unto the said *George Loch*, his Executors, Administrators, and Assigns, and to hold the said Shares numbered respectively as therein mentioned, being the other Moiety of the said Ten Shares, with their and every of their Appurtenances, unto the said *William Slater*, his Executors, Administrators, and Assigns, subject nevertheless, as to all the said Shares, to the Debts and Liabilities of the said Company, and to the several Covenants, Clauses, Articles, and Agreements under which the said *John Moore*, *Jacob Fletcher Fletcher*, *Thomas Mulliner*, and *Joseph Ramsden* held the same immediately before the Execution of the said Indenture now in recital:

And whereas by a Deed Poll under the respective Hands and Seals of the said *George Loch* and *William Slater*, bearing Date the Eighth Day of *March* One thousand eight hundred and forty-four, after reciting (among other things) the last herein-before recited Indenture, and after reciting that the Consideration Money in the same Indenture expressed to be paid by the said *George Loch* and *William Slater* to the said *John Moore*, *Jacob Fletcher Fletcher*, *Thomas Mulliner*, and *Joseph Ramsden*, was the proper Money of the said Lord *Francis Egerton*, it was witnessed, that the said Shares in the said *Mersey* and *Irwell* Navigation Company, assigned by the last herein-before recited Indenture, were the Property of the said Lord *Francis Egerton*, and the Names of the said *George Loch* and *William Slater* had been used in the same Indenture as Trustees only for the said Lord *Francis Egerton*, and that each of them the said *George Loch* and *William Slater*, and the respective Executors, Administrators, and Assigns of each of them, should should stand possessed of and interested in the said several Shares in the said Navigation Company assigned to them respectively as aforesaid, and all Benefit and Advantage thereof, and of all Interest, Income, or Property arising therefrom, in trust for the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, and to be assigned and disposed of from Time to Time as he or they should direct or appoint:

And whereas by an Indenture, bearing Date the said First Day of *January* One thousand eight hundred and forty-four, and made or expressed to be made between *James Gandy* and *John Gandy* Esquires of the one Part, and the said *George Granville Egerton* (therein called *George Egerton*) of the other Part, after reciting (among other things) that the said *James Gandy* was Owner and Proprietor of Two Shares and One Half Share, and that the said *John Gandy* was Owner and Proprietor of Two Shares and One Half Share, in the said *Mersey* and *Irwell* Navigation Company, it was witnessed, that, for the Considerations therein mentioned, they the said *James Gandy* and *John Gandy* (according to their respective Estates and Interests therein) did grant, bargain, sell, assign, and transfer unto the said *George Granville Egerton*, his Executors, Administrators, and Assigns, all those Five Shares of and in the said *Mersey* and *Irwell* Navigation Company distinguished and ascertained by the Numbers therein particularly mentioned, and which then stood registered in the Books of the said Company in the respective Names of the said *James Gandy* and *John Gandy*, to hold the same, with their and every of their

Deed Poll,
dated 8th
March 1844.

Indenture,
dated 1st
Jan. 1844.

their Appurtenances, unto the said *George Granville Egerton*, his Executors, Administrators, and Assigns, absolutely, subject nevertheless to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the said *James Gandy* and *John Gandy* held the same immediately before the Execution of the said Indenture now in recital: And whereas the Consideration Monies in the last herein-before recited Indenture expressed to be paid by the said *George Granville Egerton* to the said *James Gandy* and *John Gandy* were the proper Monies of the said Lord *Francis Egerton*, as appears by a Memorandum endorsed on the last herein-before recited Indenture: And whereas by an Indenture, bearing Date the said First Day of *January* One thousand eight hundred and forty-four, and made or expressed to be made between *Agnes Phæbe Marshall* Widow, Administratrix of *Thomas Marshall* Esquire (deceased), of the one Part, and *James Hibbert Wanklyn* Esquire of the other Part, after reciting (among other things) that the said *Agnes Phæbe Marshall*, as such Administratrix as aforesaid, was the Owner and Proprietor of Five Shares in the said Company, it was witnessed, that, for the Consideration therein mentioned, she the said *Agnes Phæbe Marshall* did grant, bargain, sell, assign, and transfer unto the said *James Hibbert Wanklyn*, his Executors, Administrators, and Assigns, all those Five Shares of and in the said *Mersey and Irwell* Navigation Company, distinguished and ascertained by the Numbers therein particularly mentioned, and which then stood registered in the Books of the said Company in the Name of the said *Agnes Phæbe Marshall*, to hold the same, with their and every of their Appurtenances, unto the same *James Hibbert Wanklyn*, his Executors, Administrators, and Assigns, absolutely, subject nevertheless to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the said *Agnes Phæbe Marshall* held the same immediately before the Execution of the said Indenture now in recital: And whereas by a Deed Poll, under the Hand and Seal of the said *James Hibbert Wanklyn*, bearing even Date with but executed after the last herein-before recited Indenture, after reciting (among other things) the same Indenture, and after reciting that the Consideration Money in such Indenture expressed to be paid by the said *James Hibbert Wanklyn* to the said *Agnes Phæbe Marshall* was the proper Money of the said Lord *Francis Egerton*, it was witnessed, that the said several Shares in the said *Mersey and Irwell* Navigation Company assigned by the last herein-before recited Indenture were the Property of the said Lord *Francis Egerton*, and that the Name of the said *James Hibbert Wanklyn* had been used in the said Indenture as a Trustee for and on account of the said Lord *Francis Egerton*, and that he the said *James Hibbert Wanklyn*, his Executors, Administrators, and Assigns, should stand possessed of and interested in the same Shares, and all Benefit and Advantage thereof, and of all Interest, Income, or Property arising therefrom, in trust for the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, and to be assigned and disposed of from Time to Time as he or they should direct or appoint: And whereas by an Indenture, bearing Date the First Day of *January* One thousand eight hundred and forty-four, and made or expressed to be made between *Francis Aspinall Philips* Esquire of the one Part,

Indenture,
dated 1st
Jan. 1844.

Deed Poll,
dated 1st Jan.
1844.

Indenture,
dated 1st Jan.
1844.

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and the said Lord *Francis Egerton* of the other Part, after reciting that *Hindley Leigh Philips* Esquire was Owner and Proprietor of Two Shares in the said *Mersey and Irwell* Navigation Company, and that the said *Francis Aspinall Philips*, for and on the Behalf of the said *Hindley Leigh Philips*, had contracted and agreed with the said Lord *Francis Egerton* for the absolute Sale to him of the said Two Shares, and all the Estate and Interest of him the said *Hindley Leigh Philips* in the said Navigation Company, and Property belonging thereto, at or for the Price or Sum of Sixteen hundred Pounds, and that the said *Hindley Leigh Philips* was, from his State of Health, then unable to execute a Conveyance and Assignment of the said Shares of the said Company so contracted to be sold to the said Lord *Francis Egerton* as aforesaid, and that it had therefore been mutually agreed between the said *Francis Aspinall Philips*, on Behalf of the said *Hindley Leigh Philips*, and the said Lord *Francis Egerton*, that they should respectively enter into the Covenant on their respective Parts therein-after contained, it was witnessed, that in pursuance of the said Agreement, and in consideration of the Covenant therein-after contained on the Part of the said Lord *Francis Egerton*, he the said *Francis Aspinall Philips* did thereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree with and to the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, that within Six Calendar Months after the present Disability of the said *Hindley Leigh Philips* to execute legal Assurances should have ceased, or in case the said *Hindley Leigh Philips* should happen to depart this Life before such Disability should have ceased, then within Six Calendar Months after his Decease, the said *Hindley Leigh Philips*, or his Executors, Administrators, or Assigns, should, on the Request and at the Costs and Charges of the said Lord *Francis Egerton*, his Executors, Administrators, or Assigns, by such proper and usual Deed or Deeds or other Assurances as the Counsel of the said Lord *Francis Egerton* should advise and reasonably require, well and effectually assign and transfer to the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, or to whom he or they should direct, the said Two Shares in the said *Mersey and Irwell* Navigation of him the said *Hindley Leigh Philips*, known and described in the Transfer Book of the said Company by the Number therein mentioned, and all the Estate, Property, and Interest therein of the said *Hindley Leigh Philips* therein, so and in such Manner as that the same might be transferred to and vested in the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, as from the First Day of *January* then instant, absolutely; subject only to the Debts and Liabilities of the said Company, and to the several Articles, Clauses, and Agreements on which the said *Hindley Leigh Philips* held the same at the Date of the said Indenture now in recital: And whereas by an Indenture, bearing Date the Fifth Day of *May* One thousand eight hundred and forty-five, and made or expressed to be made between *Charles Turner* Esquire, Official Assignee of the Estate of *George Brocklehurst*, *Henry Dircks*, and *John Bailie Nelson*, Millwrights, Bankrupts, of the First Part, *Nathaniel Caine* Merchant, and *James Jenkinson Bibby* Merchant, Creditors Assignees of the said Bankrupts, of the Second Part, the said *Henry Dircks* of the Third Part,

Egbert

Indenture,
dated 5th
May 1845.

Egbert Dircks Book-keeper and *Maria* his Wife of the Fourth Part, and the said Lord *Francis Egerton* of the Fifth Part, it was witnessed, in consideration therein mentioned, the several Parties thereto of the First, Second, Third, and Fourth Parts did grant, bargain, sell, assign, and transfer unto the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, all those Five Shares of and in the said *Mersey* and *Irwell* Navigation Company, distinguished and ascertained by the Number therein mentioned, and then stood registered in the Books of the said Company in the Name of the said *Henry Dircks* and the said *Egbert Dircks* as his Mortgagee, to hold the same Shares unto the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, absolutely, subject to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the said several Parties thereto of the First, Second, Third, and Fourth Parts respectively held the same immediately before the Execution of the said Indenture now in recital: And whereas the said Shares so respectively assigned to or in trust for the said Lord *Francis Egerton*, or so contracted to be purchased as aforesaid, are all the Shares in the said corporate Undertaking of the said *Mersey* and *Irwell* Navigation: And whereas the said Lord *Francis Egerton*, in order to make and complete such Purchase of the said Shares of the said Navigation for and on behalf of the said Trustees, borrowed and took up at Interest several Sums of Money, amounting in the whole to the Sum of Four hundred and two thousand Pounds: And whereas by certain Articles of Agreement, bearing Date the Ninth Day of *May* One thousand eight hundred and forty-five, made or expressed to be made between the said Lord *Francis Egerton* of the First Part, the said *George Granville Egerton* of the Second Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, of the Third Part, it was mutually covenanted, promised, and agreed between and by the said Parties thereto, that the said Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs or Assigns, should forthwith apply to Parliament, and endeavour to obtain an Act for the Purpose of enabling them, or other the Trustee or Trustees for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, to complete the said Purchase of all the said Shares in the said *Mersey* and *Irwell* Navigation, and that upon such Act being obtained he the said Lord *Francis Egerton*, his Executors, Administrators, or Assigns, and all and every other necessary and proper Parties or Party, should, within Six Calendar Months from the passing thereof, and at the Costs and Charges of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, by such Deed or Deeds or other Assurances as their or his Counsel should advise or require, assign, or cause and procure to be assigned, all and singular the said Shares of and in the said *Mersey* and *Irwell* Navigation, so transferred to or in trust for him the said Lord *Francis Egerton*, or agreed to be purchased as aforesaid, unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, their Executors, Administrators, and

Articles of
Agreement,
dated 9th
May 1845.

Assigns,

Assigns, to be held in all respects upon the same Trust, and for the same Ends, Intents, and Purposes, as are in and by the said Will of the said *Francis Duke of Bridgewater* limited, expressed, and declared of and concerning the said Trust Estates, Canal, and other Trust Property so as aforesaid devised and bequeathed by the said Will of the said *Francis Duke of Bridgewater*, and to the End and Intent that the same Shares should in all respects go and be held therewith, and as if the same had been devised or bequeathed by the said Will of the said *Francis Duke of Bridgewater*, and so that the Income of the said Shares should be in trust for the Person or Persons who were or should become entitled to the net Income of the said Trust Estates and Canal of the said *Francis Duke of Bridgewater*, subject nevertheless, as to such Shares, to the Debts and Liabilities of the said Company existing at the Date and Execution of such future Assignment, and to the several Covenants, Articles, Clauses, and Agreements on which the said Company should then hold the same, and also subject to the said several Bond Debts mentioned and specified in the Schedule to the said Agreement now in recital, but subject nevertheless to its being proved to the Satisfaction of the said Trustees or Trustee for the Time being that such Debts and Liabilities, exclusively of the said Bond Debts, did not exceed in Amount the Credits of the said Company; and further, that he the said Lord *Francis Egerton*, his Executors, Administrators, or Assigns, should, at his or their own Expence, make out and show, to the Satisfaction of the Counsel of the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, a good and marketable Title to all the said Shares of and in the said Navigation and Property, and do all such Acts as should be necessary in order to the perfecting the Title to the same; and further, it was by the said Articles agreed, that the Price paid for the said Shares by the said Lord *Francis Egerton* should be raised by a Mortgage of all or any Part of the said Trust Estates, Canal, and Premises so as aforesaid devised and bequeathed by the Will of the said *Francis Duke of Bridgewater*, or of the said Shares so contracted to be purchased as aforesaid, and for that Purpose a Power should be inserted in the said Act so to be applied for, for the raising the same, and applying the said Monies in satisfaction and discharge of the Monies secured by the aforesaid Bonds, and the Interest thereon, and to the Intent to indemnify the said Lord *Francis Egerton*, his Heirs, Executors, Administrators, and Assigns, and his and their Estate and Effects, from all Losses, Costs, and Expences for or by reason of his having entered into such Bonds as aforesaid; and further, it was by the said Articles agreed, that in such Act should be contained a Power of Sale of the said Shares of the said *Mersey and Irwell* Navigation by the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, with the Consent in Writing for the Time being of the Person or Persons entitled to the Income of the said Estates and Premises so devised and bequeathed by the said Will of the said *Francis Duke of Bridgewater* as aforesaid; and lastly, it was by the said Articles agreed, that if, within the present Session of Parliament, or the Session of Parliament next ensuing the Date thereof, an Act

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of

of Parliament should not be obtained for the effecting such Purposes, then that the said Lord *Francis Egerton*, his Executors, Administrators, and Assigns, should have and be possessed of the said Shares so purchased as aforesaid, for his and their own Use and Benefit: And whereas it would be greatly for the Advantage of all Persons entitled or to become entitled under the Trusts of the said Will of the said *Francis Duke of Bridgewater* if the said recited Articles of Agreement were confirmed and carried into effect; but the several Objects and Purposes herein-before expressed cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, as such Trustees as aforesaid, the said Lord *Francis Egerton* on behalf of himself and his said infant Sons, the said *George Granville Egerton*, the said Sir *Archibald Keppel Macdonald*, the said *George Granville Harcourt*, the said *Leveson Venables Vernon Harcourt*, the said *William Venables Vernon Harcourt* on behalf of himself and his said infant Sons, the said *Frederick Edward Venables Vernon Harcourt* on behalf of himself and his said infant Sons, the said *Henry Venables Vernon Harcourt*, the said *Granville Venables Harcourt Vernon* on behalf of himself and his infant Sons, the said *Granville Edward Harcourt Vernon*, the said *Evelyn Hardolph Harcourt Vernon*, the said *Octavius Henry Cyril Venables Vernon Harcourt*, the said *Charles George Venables Vernon Harcourt*, the said *Francis George Randolph Venables Vernon Harcourt*, and the said *Egerton Venables Vernon Harcourt*, and the said *George Granville* now Duke and Earl of *Sutherland*, on behalf of himself and of his said infant Sons, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the herein-before recited Articles of Agreement, and every Clause, Matter, and Thing therein contained, except so far as respects the said Power of Sale therein mentioned, shall be and the same is and are hereby absolutely ratified, confirmed, and established, and shall be binding and conclusive on all the Parties to the same Articles of Agreement respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all Persons claiming or to claim by, from, through, under, or in trust for them respectively, or under or by virtue of the Trusts and Limitations contained in the said Will of the said *Francis Duke of Bridgewater*; and shall take effect, and may be enforced, as fully and effectually, to all Intents and Purposes, as the same would have been and done if the same Articles of Agreement, and every Claim, Matter, and Thing therein contained, had been specifically and severally set forth and enacted in and by this Act, but so that not exceeding Twenty-five Shares may be and remain in other Parties to be, from Time to Time named by the said Trustees or Trustee, so as in all respects to keep up the Number of Five Proprietors to constitute a Committee of Management under the said recited Acts.

Articles of Agreement confirmed.

II. And be it further enacted, That all and singular the Acts, Deeds, Matters, and Things in and by the herein-before recited

[Private.]

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Articles

Authorizing Performance of Acts covenanted to be

done by
Agreement.

Articles of Agreement covenanted, promised, agreed, or approved of, to be made, done, executed, and performed, and which but for this Act could not be lawfully made, done, executed, performed, or approved of, shall and may after the passing of this Act be lawfully made, done, executed, performed, and approved of, respectively, and that this Act shall at all Times operate and extend and be construed and held and taken to remove any legal Incapacity, and to supply and give every Power, Authority, and Facility requisite and necessary for carrying the herein-before recited Articles of Agreement, and every Covenant, Agreement, Clause, Provision, Matter, and Thing therein contained, into full and complete Effect, any Law, Rule, Practice, or Usage to the contrary notwithstanding.

The Trustees
empowered
to raise not
exceeding
402,000*l.* on
Mortgage of
the Trust
Estates.

III. And be it further enacted, That it shall be lawful for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and they and he are and is hereby authorized and required, as soon as conveniently may be after the passing of this Act, and when and so soon as such Shares as aforesaid shall have been so assigned to them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee aforesaid, in pursuance of the said Agreement in that Behalf, or at such Time or Times thereafter as they or he shall in their or his Discretion think proper and requisite, to borrow and take up at Interest any Sum or Sums of Money not exceeding in the whole the Sum of Four hundred and two thousand Pounds, and, as a Security for the Money so to be borrowèd, by any Deed or Deeds to demise all or any of the Manors, Messuages, Lands, Tenements, Tolls, and Hereditaments which for the Time being shall be held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, upon the subsisting Trusts of the said Will of the said Duke, and also including the said Shares so to be assigned, or any of them, to any Person or Persons, or Body or Bodies Politic or Corporate, who shall be willing to lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cessor of every such Term of Years on Payment to the Party or Parties, or Body or Bodies Politic or Corporate, who shall advance the Monies so to be borrowed, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate that may be agreed on, not exceeding Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively appointed and specified; and it shall be lawful for the Person or Persons, or Body or Bodies Politic or Corporate, making such Mortgage or Mortgages as aforesaid, to make and enter into such Stipulations or Agreement for the Repayment of the Principal Sum or Sums secured by such Mortgage or Mortgages respectively, by Instalments or otherwise, and at such Day or Time or Days or Times, and in such Manner, as shall be thought most beneficial;

beneficial, and as shall be agreed upon, by the Person or Persons, or Body or Bodies Politic or Corporate, advancing or lending the same; and any such Mortgage or Mortgages so to be made as aforesaid may from Time to Time be paid off by the said Trustees or Trustee, and any further or other Mortgage for the Purpose of securing all or any Part of the said Monies so paid off may be made by the Trustees or Trustee aforesaid of all or any Part of the Premises hereby authorized to be mortgaged, on such Terms and Conditions as aforesaid, and in all respects as the said Trustees or Trustee may deem convenient.

IV. And be it further enacted, That the Sum or Sums of Money which shall be raised by way of Mortgage under the aforesaid Power shall be applied by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, in or towards Payment and Satisfaction of the Monies borrowed to complete the aforesaid Purchase, in such Order and Priority and in such Manner as they or he shall think most beneficial and proper.

Application
of the Money
raised.

V. And be it further enacted, That from and immediately after the passing of this Act the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, shall and will, from Time to Time and at all Times hereafter, out of the same Trust Estates, or the Income thereof, effectually keep indemnified the said Lord *Francis Egerton*, his Heirs, Executors, Administrators, and Assigns, and his and their Estates and Effects, from all Actions, Suits, or other Proceedings which shall be commenced or prosecuted against the said Lord *Francis Egerton*, his Heirs, Executors, Administrators, or Assigns, and all Costs, Losses, Damages, and Expences which he or they should respectively incur or suffer by reason or in consequence of his having given Security for such Purchase Money as aforesaid, or by reason or in consequence of any other Matter or Thing in anywise relating thereto.

Indemnity to
Lord Francis
Egerton.

VI. And be it further enacted, That in the meantime, and until the said Monies so borrowed as aforesaid shall be paid off and discharged, the Interest of the same, or of such Part thereof as shall from Time to Time remain unpaid and unsatisfied, shall be paid and kept down by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, by and out of the net Income of the same Trust Estates, or of the said *Mersey* and *Irwell* Navigation Company.

Until Debts
paid off, the
Trustees to
pay Interest
out of Income
of the Trust
Estates, &c.

VII. And be it further enacted, That the Interest of the Principal Money to be secured by any such Mortgages as shall be made under any of the Powers contained in this Act shall, from Time to Time as and when the same shall become due, be paid and kept down by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the

Interest of
the Mort-
gages to be
paid out of
Income of
Trust Estate,
&c.

the

the Trust Estates of the said *Francis Duke of Bridgewater*, by and out of the net Income of the same Trust Estates, or of the said *Mersey and Irwell Navigation Company*.

Trustees Receipts to be a Discharge to Mortgagees.

VIII. And be it further enacted, That the Person or Persons who shall advance any Sum or Sums of Money upon the Security of any such Mortgage as aforesaid shall pay his, her, or their Mortgage Money into the Hands of the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, and that the Receipt or Receipts in Writing of the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, for any Sum or Sums of Money so to be paid to them or him as aforesaid, shall be a good and effectual Discharge or good and effectual Discharges for the same respectively, and the Person or Persons to whom such Receipt or Receipts respectively shall be given, his, her, or their Executors, Administrators, or Assigns, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money which shall be therein respectively expressed or acknowledged to be received.

Trustees to be answerable for their own Receipts only.

IX. And be it further enacted, That the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, shall be charged and chargeable respectively only for such Monies as they or he shall respectively actually receive by virtue of or under this Act, notwithstanding their or his giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, or for any Loss that may be sustained in the Execution of the Trusts hereby created, except the same shall happen by or through his or their own wilful Default respectively.

Mortgages to take effect according to Priorities.

X. And be it further enacted, That the several Mortgages to be made in pursuance of the Powers contained in this Act shall have Precedence and Priority, in Law and Equity, as to the Hereditaments to be therein respectively comprised, according to the Priorities in Date of such Mortgages respectively.

Costs to be paid out of Income of Trust Estates.

XI. And be it further enacted, That all the Costs and Expences to be incurred by the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, in or about the herein-before recited Articles of Agreement, or in or about applying for and obtaining this Act, or in or about the Execution of any of the Powers, Trusts, or Directions contained or declared therein, shall, from Time to Time as and when the same respectively shall arise or be incurred, be raised, defrayed, and

and paid by the said Trustees or Trustee for the Time being by and out of the Income of the said Trust Estates, and of the said *Mersey* and *Irwell* Navigation.

XII. And be it further enacted, That from and after the passing of this Act, in any Indictment or Information for any Felony or Misdemeanor committed in, upon, or with respect to any Property whatsoever, whether Real or Personal, which belongs to or is in the Possession of or which shall hereafter come into the Possession of the Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, under this Act or otherwise, it shall be sufficient to state any such Property, Real or Personal, to belong to the "Trustees of the Duke of *Bridgewater's* Navigation," and it shall not be necessary to specify the Names of any such Trustees or Trustee.

Indictments may be preferred in the Name of "The Trustees of Duke of *Bridgewater's* Navigation."

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Lord *Francis Egerton*, and his First and other Sons born and to be born, and the Persons who shall be or answer the Description of Heirs Male of their respective Bodies, and the said Sir *Archibald Keppel Macdonald*, and the Persons who shall be or answer the Description of Heirs Male of his Body, and the First and other Sons of the said *Edward Lord Archbishop of York* and *Anne* his Wife, and the Persons who shall be or answer the Description of Heirs Male of the respective Bodies of the same Sons, and the said *George Granville* now Duke of *Sutherland*, and his First and other Sons, and the Persons who shall be or answer the Description of Heirs Male of their respective Bodies, and the Persons who shall be or answer the Description of Heirs Male of the Body of the said *George Granville* late Duke of *Sutherland*, and the Persons who shall be or answer the Description of right Heirs of the said *George Granville* late Duke of *Sutherland*, and the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Estates devised by the said Will of the said *Francis Duke of Bridgewater*, or any of them, or any Part or Parts thereof, under or by virtue of the said Will of the said *Francis Duke of Bridgewater*, or the said First Codicil thereto, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, shall have been devised, bequeathed, or limited, or shall have devolved or descended, or shall devolve or descend,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the Manors, Hereditaments, and Premises affected by this Act, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been made.

General Saving.

XIV. And be it lastly enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized

Act as printed by the Queen's

[Private.]

Printers to be Evidence. authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON : Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.