ANNO QUADRAGESIMO SEXTO

GEORGII III. REGIS.

CAP. CXLVI.

An Act for ſettling and ſecuring a certain Annuity on the Earl *Nelſon* and the Heirs Male of his Body, and ſuch other Perſons to whom the Title of Earl *Nelſon* may deſcend; and for granting a Sum of Money to purchaſe an Eſtate to accompany the ſaid Title; and alſo, for granting a Sum of Money for the Uſe of the Siſters of the late Vice-Admiral Viſcount *Nelſon*; in Conſideration of the eminent and ſignal Services performed by the ſaid late Viſcount *Nelſon* to His Majeſty and the Publick.

[22d *July* 1806.]

Moſt Gracious Sovereign,

WHEREAS Your Majeſty, by Your moſt gracious Meſſage to Your faithful Commons, hath been pleaſed to declare, that Your Majeſty having taken into Your Royal Conſideration the eminent and ſignal Services performed by the late Vice Admiral Lord Viſcount *Nelſon*, in a long Series of diſtinguiſhed Exploits, and particularly in the glorious and deciſive Victory of *Trafalgar*, in which he unfortunately

fortunately fell; and being desirous to bestow on the Family of the said Lord Viscount *Nelson* such considerable and lasting Mark of Your Royal Favour as may correspond with the Sense Your Majesty entertains of Services so honourable to the *British* Navy, and so eminently beneficial to the Interests of the Nation; and for that Purpose, of granting to the Earl *Nelson*, and to the Heirs Male of his Body, and such other Persons on whom the Title of Earl *Nelson* may descend, a net Annuity of Five thousand Pounds during their respective Lives; and also of granting a Sum not exceeding One hundred and twenty thousand Pounds, as a further Provision for the Family of the said Lord Viscount *Nelson*, a Part whereof it was Your Majesty's Intention should be appropriated to the Purchase of a House and Lands, to be annexed to the said Dignity: Now we, your Majesty's most dutiful and loyal Subjects, the Commons of the United Kingdom in Parliament assembled, duly considering Your Majesty's most gracious Intention, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 One Annuity or yearly Sum of Five thousand Pounds of lawful Money of *Great Britain* shall be issuing and payable out of and charged and chargeable upon the Consolidated Fund of *Great Britain*, (after paying, or reserving sufficient to pay, all such Sum and Sums of Money as have been directed by any former Act or Acts of Parliament to be paid out of the same, but with Preference to all other Payments which shall or may hereafter be charged upon or payable out of the said Fund); and the same shall from Time to Time be paid quarterly, free and clear of all Taxes and Deductions whatsoever, in Manner and Form following; (that is to say), to the Reverend *William Nelson*, now Earl *Nelson*, and to the Heirs Male of the Body of the said Earl *Nelson*, and to such other Person to whom the said Title, Honour, and Dignity of Earl *Nelson* shall descend, pursuant to the Limitation of the Patent whereby the said Dignity is granted; which said Annuity, or Yearly Rent or Sum, shall commence and take effect from the Twenty-first Day of *October* in the Year of our Lord One thousand eight hundred and five; the First Payment to be computed and made to the Fifth Day of *July* One thousand eight hundred and six, and from thence shall be payable quarterly, at the Four usual Days of Payment in the Year, that is to say, the Tenth Day of *October*, the Fifth Day of *January*, the Fifth Day of *April*, and the Fifth Day of *July*, in every Year.

An Annuity of 5000l. granted to Earl Nelson, &c. payable out of the Consolidated Fund,

to be paid Quarterly.

II. And be it further enacted, That a Sum not exceeding Ninety thousand Pounds of lawful Money of *Great Britain*, shall be paid out of the said Consolidated Fund (after paying or reserving sufficient to pay all such Sum and Sums of Money as have been directed by any former Act or Acts of Parliament to be paid out of the same; but with Preference to all other Payments which shall or may be hereafter charged upon the said Fund) free and clear of all Taxes and Deductions whatsoever, to the Speaker of the House of Commons, the Lord High Treasurer of *Great Britain*, or First Lord Commissioner of the Treasury, the Chancellor of the Exchequer, the First Lord Commissioner of the Admiralty, and the Treasurer of the Navy, for the Time being respectively, the

90,000l. to be paid out of the Consolidated Fund to the Trustees herein mentioned, for the Use of the said Earl Nelson, &c.

Honourable *George Walpole*, *Alexander Davison* of *Saint James's Square* Esquire, and *William Haslewood* of *Fitzroy Square* Esquire, in Trust to and for the Use of the said Earl *Nelson*, and such other Person on whom the Title of Earl *Nelson* shall descend, and to apply the same in the Manner hereinafter directed.

Till Payment is made of the 90,000*l.* 5 per Cent. shall be paid.

III. And be it further enacted, That until such Sum of Ninety thousand Pounds shall be so paid to such Trustees as aforesaid, there shall be paid to the said Earl *Nelson*, and to the Heirs Male of his Body, and to such other Person to whom the said Title, Honour, and Dignity of Earl *Nelson* shall descend, from Time to Time out of the said Consolidated Fund, after paying or reserving sufficient to pay any Sum directed to be paid by former Acts, but with Preference to other Payments, lawful Interest for such Sum of Ninety thousand Pounds, at and after the Rate of Five Pounds *per Centum per Annum*, and such Interest shall commence from the Twenty-first Day of *October* One thousand eight hundred and five, and shall be payable Quarterly at the usual Days of Payment; the First Payment of Interest to be computed and paid to the Fifth Day of *July* One thousand eight hundred and six, and to continue payable Quarterly on the Tenth Day of *October*, the Fifth Day of *January*, the Fifth Day of *April*, and the Fifth Day of *July* in each Year, until such Sum of Ninety thousand Pounds shall be so paid as aforesaid, and any Fractions of a Quarter to be computed to the Day of such Payment.

A further Sum of 20,000*l.* shall be paid to the Trustees for Susannah Bolton and Catharine Matcham, Sisters of Viscount Nelson.

IV. And be it further enacted, That a further Sum not exceeding Twenty thousand Pounds of lawful Money of *Great Britain* shall be paid out of the said Consolidated Fund, (after paying or reserving sufficient to pay all such Sum and Sums of Money as have been directed by any former Act or Acts of Parliament to be paid out of the same, but with Preference to all other Payments which shall or may be hereafter charged upon the said Fund), free and clear of all Taxes and Deductions whatsoever, to the said Trustees in Trust for *Susannah Bolton*, the Wife of *Thomas Bolton* Esquire, and *Catharine Matcham*, the Wife of *George Matcham* Esquire, Sisters of *Horatio* Viscount *Nelson*, and to be applied to their Use and Benefit, or to the Use and Benefit of themselves and of their respective Issue, in such Manner as His Majesty, by any Warrant under His Sign Manual, shall direct.

Earl Nelson empowered to settle a Portion on Lady Charlotte Nelson, his Daughter, of 10,000*l.* &c.

V. And be it further enacted, That it shall be lawful for the said Earl *Nelson*, by any Deed or Instrument in Writing, under his Hand and Seal, attested by Two or more credible Witnesses, to charge the Real Estates hereinafter directed to be purchased with any Sum not exceeding Ten thousand Pounds, with Interest for the same at and after the Rate of Five Pounds *per Centum per Annum*, as and for a Portion for Lady *Charlotte Nelson*, only Daughter of the said Earl *Nelson*, or any other Daughter or Daughters of the said Earl *Nelson*, in such Shares and Proportions as he shall by the same or any other Deed or Instrument, or by his last Will and Testament, or any Codicil, published in the Presence of Three or more credible Witnesses, appoint or direct, and for securing the same with such Interest as aforesaid, by any such Deed or Instrument, or such last Will or Testament, to demise such Real Estates, or any sufficient Portion thereof, to Trustees for the Term of Five hundred Years, for

for the raiſing ſuch Portion, and Payment of ſuch Intereſt, in ſuch Manner and at ſuch Times and in ſuch Proportions as the ſaid Earl *Nelſon* ſhall, by any ſuch Deed or Inſtrument, or any ſuch laſt Will or Teſtament, or Codicil, direct.

and alſo a Jointure of 2000l per Annum on the Counteſs his Wife.

VI. And be it further enacted, That it ſhall be lawful for the ſaid *William* now Earl *Nelſon*, by any Deed or Deeds, or Writing or Writings, with or without Power of Revocation, to be by him ſealed and delivered in the Preſence of Two or more credible Witneſſes, to grant, limit, and appoint unto *Sarah* Counteſs *Nelſon* his Wife, and in caſe of her Death in his Life-time, unto any other Woman or Women whom he may marry after her Deceaſe, for her or their Life or Lives, and for her or their Jointure or Jointures, and in bar of Dower, as hereinafter is provided, any Annuity or yearly Sum not exceeding the Sum of Two thouſand Pounds of lawful Money of *Great Britain*, clear of all Taxes, Charges, and Deductions whatſoever, by Act of Parliament or otherwiſe howſoever, to commence and take effect immediately after the Deceaſe of the ſaid *William* now Earl *Nelſon*, and to be iſſuing and payable out of the ſaid Annuity of Five thouſand Pounds, by equal Quarterly Payments, on the ſame Days as the ſaid Annuity of Five thouſand Pounds is hereby made payable at the Exchequer; and the Firſt of the ſaid Quarterly Payments to be made on ſuch of the ſaid Days as ſhall next happen after the Deceaſe of the ſaid *William* now Earl *Nelſon*.

The Name of Nelſon to be taken by the Family on whom the Title ſhall deſcend.

VII. And be it further enacted, That if the Title of Earl *Nelſon* ſhall at any Time hereafter deſcend to any Perſon not bearing the Surname of *Nelſon*, ſuch Perſons, and the Sons and Daughters of ſuch Perſons, ſhall, immediately on aſſuming the Title of Earl *Nelſon*, take and aſſume and thereafter bear and uſe the Surname and Arms of *Nelſon*.

Earl Nelſon, after the Deceaſe of the preſent Earl, empowered to ſettle a Jointure on his Wife of 1,500l.

VIII. And be it further enacted, That it ſhall be lawful for the Perſon who for the Time being after the Death of the ſaid *William* Earl *Nelſon* ſhall be entitled in Poſſeſſion to the ſaid Annuity of Five thouſand Pounds, and ſhall be Earl *Nelſon*, either before or after his Marriage with any Woman or Women by any Deed or Deeds, or Writing or Writings, with or without Power of Revocation, to be by him ſealed and delivered in the Preſence of Two or more credible Witneſſes, (but ſubject and without Prejudice to the Annuity or Annuities, yearly Sum or Sums, if any, which ſhall be then ſubſiſting and payable by way of Jointure or Jointures out of the ſaid Annuity of Five thouſand Pounds, by virtue of any Grant, Limitation, or Appointment to be made in purſuance of the Power hereinbefore contained), to grant, limit, and appoint unto ſuch Woman or Women whom he ſhall ſo marry, for her or their Life or Lives, and for her or their Jointure or Jointures, in bar of Dower as hereinafter is expreſſed, any Annuity or yearly Sum not exceeding the Sum of One thouſand five hundred Pounds of like lawful Money, clear of all Taxes, Charges, and Deductions whatſoever, by Act of Parliament or otherwiſe howſoever; to commence and take effect immediately after the Deceaſe of the Perſon granting, limiting, or appointing the ſame, and to be iſſuing and payable out of the ſaid Annuity of Five thouſand Pounds, and to be paid and payable by equal quarterly Payments on the ſame Days on which the ſaid Annuity of Five thouſand Pounds is hereby made payable at the Exchequer; and the

the First of the said quarterly Payments to be made on such of the said Days as shall first happen after the Decease of the Person who shall have appointed the Annuity or yearly Sum last herein-before authorized.

Power of Recovery of Jointure.

IX. And be it further enacted, That the Woman or Women to whom such Annuity or Annuities, or yearly Sum or Sums shall be so limited or appointed by the said *William* now Earl *Nelson*, or the Person for the Time being entitled in Possession as aforesaid, being Earl *Nelson*, shall and may, in case and so long as the same shall be issuing and payable out of the said Annuity of Five thousand Pounds, have, use, and exercise the same Remedies, Powers, and Provisions, for the better and more effectually securing, recovering, and enforcing the Payment of such last mentioned Annuity or Annuities, or yearly Sum or Sums, when the same shall be in arrear, after or beyond the Times hereby appointed for the Payment thereof, as the Person or Persons granting, limiting, or appointing the same, could or might have used or exercised for the Recovery of the said Annuity of Five thousand Pounds.

Jointure to be in bar of Dower, &c.

X. And be it further enacted, That every Annuity or yearly Sum which shall be so granted, limited, or appointed, by way of Jointure, by the said *William* now Earl *Nelson*, or the Person for the Time being entitled in Possession as aforesaid (being Earl *Nelson*), in pursuance of the Powers in this Act contained, whether granted before or after Marriage, shall be taken to be in full for the Jointure or Jointures of the Woman or Women to whom the same shall be so granted or limited, and in Recompence, Satisfaction, and Bar of all Dower, Title of Dower, and Thirds, which she or they respectively shall or may at any Time claim, demand, or might otherwise be entitled to, of, in, to, or out of the said Annuity of Five thousand Pounds, or of, in, to, or out of the Manors, Messuages, Lands, Tenements, or Hereditaments, which shall or may be purchased in pursuance of the Powers herein-after contained, or any Part thereof respectively: Provided, that such Annuity shall, at the Time of the granting thereof, be declared by the Woman and her Trustees to whom any such Annuity shall be granted, to be and be accepted and taken to be in bar of such Dower or Thirds, and that such Acceptance shall be testified by such Woman and her Trustees sealing and delivering of the Grant of such Annuity.

Jointures at no Time to exceed 3,000l.

XI. Provided always, and be it further enacted, That the said Annuity of Five thousand Pounds shall not at one and the same Time be subject to the Payment of more than the yearly Sum of Three thousand Pounds, for or in respect of any Jointure or Jointures which shall be made in pursuance of the Powers herein-before contained.

Treasury by Warrant to direct the Auditor of the Exchequer to make forth Debentures for paying the 90,000l. the 20,000l. and the Annuity of 5,000l.

XII. And it is hereby further enacted, That it shall be lawful for the Commissioners of His Majesty's Treasury now being, or any Three or more of them, and the High Treasurer and Under Treasurer of the Exchequer, and Commissioners of the Treasury for the Time being, and they are hereby authorized and required, by Warrant under their Hands, to direct the Auditor of the Receipt of the Exchequer now and for the Time being, to make forth and pass Debentures for paying the said several Sums of Ninety thousand Pounds, and Twenty thousand Pounds; and also from

Time to Time for paying the ſaid Annuity, or yearly Rent or Sum of Five thouſand Pounds and Intereſt as aforeſaid, on the ſaid Sum of Ninety thouſand Pounds, as the ſame ſhall from Time to Time become due and payable, without any Fees or Charges to be demanded or taken for paying the ſame or any Part thereof; which ſaid Warrant, and the Debentures to be made forth and paſſed thereupon, ſhall be a ſufficient Authority to the ſeveral and reſpective Officers of the Receipt of the Exchequer now and for the Time being, for the Payment of the ſaid ſeveral Sums of Ninety thouſand Pounds, and Twenty thouſand Pounds, to ſuch Truſtees reſpectively as aforeſaid; and alſo, for the ſaid Annuity or yearly Rent or Sum of Five thouſand Pounds; and alſo, ſuch Intereſt as aforeſaid to the ſaid Earl *Nelſon* and the Heirs Male of the Body of the ſaid Earl, or to ſuch other Perſon or Perſons as ſhall be entitled to receive the Whole or any Part of the ſaid Annuity as aforeſaid, at the reſpective quarterly Days in this Act before appointed for Payment thereof, without any further or other Warrant to be ſued for, had, or obtained in that Behalf.

Warrant of Treaſury to be valid.

XIII. And it is hereby further enacted, That after ſigning of ſuch Warrant, the ſame ſhall be good, valid, and effectual in Law, according to the Purport and true Meaning thereof and of this Act, and ſhall not be determined or revocable by or upon the Demiſe of His Majeſty, (whom God long preſerve), or any of His Heirs or Succeſſors, or by or upon the Death or Removal of any of the ſaid Commiſſioners of the Treaſury or the Lord High Treaſurer, or by or upon the Determination of the Power, Office or Offices of them, or any of them.

Treaſury and Exchequer required to do every Thing neceſſary, without Fee.

XIV. And be it further enacted, That the Commiſſioners of the Treaſury now being, and the High Treaſurer of the Treaſury for the Time being, Chancellor and Under Treaſurer, Chamberlains and Barons of the Exchequer, and all other the Officers and Miniſters of the Court of Exchequer, and of the Receipt thereof, now and for the Time being, ſhall, and they are hereby authorized and ſtrictly enjoined and required to do, without Fee or Reward, all ſuch Acts, Matters, and Things as are herein-before directed and required, or ſhall be neceſſary to be done and performed by them, or any or either of them, in order to render this Act and the ſeveral Payments hereby directed, effectual.

Acquittances of the Truſtees, and Earl Nelſon, to be a ſufficient Diſcharge.

XV. And be it enacted, That the Acquittance or Acquittances, Receipt or Receipts of the ſaid Truſtees reſpectively, for the ſeveral Sums ſo directed to be paid to them, and of the ſaid Earl *Nelſon*, and the Heirs Male of the Body of the ſaid Earl *Nelſon*, and of ſuch other Perſon or Perſons as ſhall be entitled or authorized to receive the ſaid Annuity or yearly Rent or Sum, or any Part thereof, or any ſuch Intereſt as aforeſaid, ſhall be a good and ſufficient Diſcharge for the Payment of ſuch ſeveral Sums, without any further or other Warrant to be ſued for or obtained in that Behalf, and that the ſaid Annuity or yearly Rent or Sum, and the ſaid Sums, and every Part thereof, ſhall be free and clear from all Taxes, Impoſitions, and other Publick Charges whatſoever; and in caſe any of the Officers of the Receipt of His Majeſty's Exchequer ſhall refuſe or neglect to pay the ſaid Annuity or yearly Rent or Sum, or ſeveral Sums, or any Part thereof, according to the true Intent and

Meaning of this Act, or to do any Act neceſſary to enable the ſaid Truſtees reſpectively, and the ſaid Earl *Nelſon*, and the Heirs Male of the Body of the ſaid Earl, and ſuch other Perſon or Perſons as ſhall be entitled to receive the ſaid Annuity, or any Part thereof, to receive the ſame, then the ſaid Truſtees reſpectively, and Earl, and the Heirs Male of the Body of the ſaid Earl, and ſuch other Perſon or Perſons as ſhall be entitled to receive the ſaid Annuity, or yearly Rent or Sum, or any Part thereof, may from Time to Time ſue, proſecute, and implead ſuch Officers, or any of them, their Executors and Adminiſtrators, by Bill, Plaint, or Action of Debt, and ſhall or may recover Judgements, and ſue out Executions thereupon againſt ſuch Officers reſpectively, their Heirs, Executors, or Adminiſtrators, for ſo much of ſuch reſpective Sums of Ninety thouſand Pounds and Twenty thouſand Pounds, and for ſo much of ſuch Sum or Sums of Money then due and owing upon the ſaid Annuity, yearly Rent or Sum, or any Part thereof, or for any ſuch Intereſt as aforeſaid, as ſhall have been in the Hands of the Officer or Officers of the Receipt of the Exchequer at the Time or Times when Demands ſhall have been legally made of the Payment of the ſaid Sums, or of the ſaid Annuity, yearly Rent or Sum, or any Part thereof as aforeſaid, or for the Refuſal or Neglect to do any Act neceſſary to be done by ſuch Officer or Officers reſpectively.

Annuity not aliened, or incumbered, except with Jointures aforeſaid.

XVI. And be it further enacted, That the ſaid Annuity, yearly Rent, or Sum of Five thouſand Pounds ſhall be, and the ſame is by this Act veſted in the ſaid Earl *Nelſon* and the Heirs Male of the Body of the ſaid Earl, and ſuch other Perſon to whom the ſaid Title, Honour, and Dignity of Earl *Nelſon* ſhall deſcend, and that the ſame or any Part thereof ſhall not at any Time or Times hereafter be aliened, conveyed, diſpoſed, charged, or incumbered by the ſaid Earl, or by any of the Heirs Male of the Body of the ſaid Earl, or by any other Perſon becoming entitled to the ſaid Annuity as aforeſaid, for any greater or larger Eſtate or Time than during the natural Life of the Perſon ſo aliening, conveying, diſpoſing, charging, or incumbering the ſame, or ſo as to prevent the ſame from deſcending to the Heirs Male in Tail, according to the Limitation aforeſaid, other than and according to and in purſuance of the Power for making ſuch Jointures as aforeſaid.

Truſtees empowered to purchaſe a Manſion, to be called Trafalgar Houſe, with Manors, &c.

XVII. And be it further enacted, That it ſhall be lawful for the ſaid Truſtees to whom the ſaid Sum of Ninety thouſand Pounds is hereby granted as aforeſaid, and they are hereby required to lay out and inveſt the ſaid Sum of Ninety thouſand Pounds, or any Part thereof, in the Purchaſe of a Manſion-Houſe, and of any Freehold Manors, Lands, Tenements, and Hereditaments, of a good Eſtate of Inheritance in Fee Simple, in Poſſeſſion, to be free from Incumbrances (except Fee-Farm and Quit Rents, and other Rents Services) and to be ſituate in any Part of *Great Britain*, and the ſaid Manſion Houſe ſhall thereupon be called *Trafalgar Houſe*; and the ſaid Manſion-Houſe, Freehold Manors, Lands, Tenements, and Hereditaments ſhall, when ſo purchaſed, be forthwith ſettled, conveyed, and aſſured to the Uſe of ſuch Perſons, and for ſuch Eſtates as the ſaid Annuity of Five thouſand Pounds, by virtue of the Limitations in this Act contained, is limited to.

XVIII. Provided

After Payment of the Money, Trustees to lay the Money out in Exchequer Bills, &c. till the same can be invested as aforesaid.

XVIII. Provided always, and be it further enacted, That if on the Payment of the said Sum of Ninety thousand Pounds, or any Part thereof, to such Trustees as aforesaid, the said Trustees shall not be able immediately to invest the same in any such Purchase as aforesaid, then and in such Case the said Trustees shall, and they are hereby required to lay out such Sum of Ninety thousand Pounds, or such Part thereof as cannot be so invested as aforesaid, in Exchequer Bills, or in any other Government Securities, and to keep the same so invested in Exchequer Bills, or some Government Securities, bearing Interest until the same can be invested in any such Purchase as aforesaid, and in the mean Time, and from Time to Time to pay the Interest arising therefrom to the said Earl *Nelson*, or the Person entitled for the Time being to such Annuity as aforesaid.

Manors, &c. not to be subject to Dower.

XIX. Provided always, and be it further enacted, That the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased as aforesaid, shall not be subject to Dower of the Wife or Wives of the said Earl *Nelson*, or of any of the Persons who may successively be seised thereof under the Limitations aforesaid.

Earl Nelson empowered to lease the Manors (except the Mansion House, &c.) for 21 Years;

XX. And be it further enacted, That it shall be lawful for the said Earl *Nelson*, and such other Person or Persons as shall for the Time being be in Possession of or entitled to the Rents and Profits of the said Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid, as and when they shall respectively be in the Possession or entitled as aforesaid, to grant, demise, and lease all or any of such Manors, Lands, Tenements, and Hereditaments, which shall be so purchased as aforesaid (except such of them as shall consist of a capital Mansion House, Gardens, and Park, intended for the actual Residence and Occupation of those who, for the Time being, shall be entitled in Possession to the Rents and Profits of the said purchased Estates), to any Person or Persons for any Term or Number of Years, not exceeding Twenty-one Years in Possession, but not in Reversion, Remainder, or Expectancy, or by way of future Interest, so as upon every of such Leases there be reserved and made payable during the Continuance thereof respectively the best and most improved Yearly Rent or Rents that can be reasonably had or obtained for the same, without taking any Sum or Sums of Money by way of Fine or Income, for or in respect of such Lease or Leases, and so as the Lessees to be therein respectively named, and their respective Executors, Administrators, or Assigns, be not made dispunishable of or for Waste by any express Words therein, and so as that in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent or Rents to be thereby respectively reserved, and so as such respective Lessees duly seal and deliver Counterparts of such Leases respectively.

and may grant Building Leases for 90 Years.

XXI. And be it further enacted, That it shall be lawful for the said Earl *Nelson*, or the Person entitled for the Time being to such Manors, Messuages, Lands, Tenements, or Hereditaments, with the Consent in Writing of the Trustees for the Time being, by Indenture sealed and delivered in the Presence of and attested by Two credible Witnesses, to demise, lease, and grant unto any Person or Persons who shall be willing

willing to build upon the ſame, in the Manner by the Leaſe or reſpective Leaſes ſo to be granted, to be ſpecified for any Term or Number of Years abſolute, not exceeding the Term of Ninety Years, to take effect in Poſſeſſion and not in Reverſion or by way of future Intereſt, with Liberty for the Leſſee or Leſſees to take down all or any Part or Parts of any Buildings which may be ſtanding upon the Premiſes in any ſuch Leaſe or Leaſes reſpectively, to be compriſed, and to convert and diſpoſe of the Materials thereof, to ſuch Uſes and Purpoſes as ſhall be therein mentioned and agreed upon, and alſo to lay out and appropriate any Part of the Premiſes to be comprized in ſuch Leaſe or Leaſes, as or for a Yard or Yards, Garden or Gardens, to any Building or Buildings which may be built upon the Premiſes, or as and for a Way or Ways, Street or Streets, Road or Roads, Avenue or Avenues, Paſſage or Paſſages, Sewer or Sewers, for the Uſe and Convenience of the Leſſee or Leſſees, or other Tenants or Occupiers of the Premiſes, in ſuch Manner as ſhall be mentioned and agreed upon in ſuch Grant, Leaſe or Demiſe, together with ſuch Privileges and other Eaſements as ſhall by the ſaid Truſtees be deemed reaſonable or convenient, ſo as there be reſerved in and by ſuch Leaſes, Demiſes, or Grants reſpectively, the beſt and moſt improved yearly Rent that can be reaſonably had or gotten for the ſame, to be made payable Quarterly, free from all Deductions whatſoever, regard being had to the Value of the Buildings (if any) to be comprized in ſuch Demiſes or Leaſes without taking any Fine, Premium, or Foregift, or any Thing in the Nature thereof, for the making of ſuch reſpective Leaſes; and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively, Covenants from the reſpective Leſſees to pay the Rent thereby reſerved, to build and keep in Repair the Meſſuages, Erections, and Buildings which may be agreed to be erected and built on the Premiſes, and to ſurrender and leave in repair the Meſſuages, Erections, and Buildings to be erected and built upon the Premiſes thereby reſpectively to be leaſed at the End of the Term or Terms in ſuch Leaſes granted, and ſo as there be contained in ſuch Demiſes or Leaſes reſpectively, a Power for the Leſſors, and their Surveyors and Agents, to enter upon the Premiſes, and to inſpect the State and Condition thereof, and all ſuch other uſual and proper Covenants, Proviſoes, and Conditions, on the Parts of the reſpective Leſſees as are uſually contained in Building Leaſes, and ſo as there be alſo contained in ſuch Leaſes, Demiſes, or Grants reſpectively, Conditions of Re-entry for Non-payment of the Rents to be thereby reſerved on Non-performance of the Covenants, Proviſoes, or Conditions on the reſpective Leſſees Part, and ſo as the reſpective Leſſees do ſeverally execute Counterparts of their reſpective Leaſes.

The Earl for the Time being to be anſwerable in Damages for Waſte on the Manors, &c.

XXII. And be it further enacted, That it ſhall not be lawful for the ſaid Earl *Nelſon*, or the Perſon or Perſons who for the Time being ſhall be entitled in Poſſeſſion to the Rents, Iſſues, and Profits of the Manors, Lands, Tenements, and Hereditaments, ſo to be purchaſed and ſettled as aforeſaid, to commit or permit any Kind of Waſte in or upon ſuch Manors, Lands, Tenements, or Hereditaments, or in or upon any Part thereof; and if the ſaid Earl *Nelſon*, or any ſuch other Perſon or Perſons as aforeſaid, ſhall at any Time or Times, commit or permit any ſuch Waſte, then and in every ſuch Caſe the ſaid Earl, or any other ſuch

Perſon or Perſons as aforeſaid, ſo committing or permitting any ſuch Waſte, and his or their Heirs, Executors, and Adminiſtrators, ſhall be reſponſible in Damages to the Truſtees for the Time being, and ſhall accordingly, by virtue of this Act, be ſueable at Law by the ſaid Truſtees in an Action upon the Caſe for ſuch Damages; and in every ſuch Action in which Judgement ſhall be given for the Plaintiff, Coſts ſhall be awarded againſt the Defendant or Defendants; and all ſuch Monies as ſhall be ſo recovered for Damages and Coſts ſhall, after Payment of all Expences and Charges which ſhall be incurred, or ſhall ariſe in Execution of this Part of the Truſts of this Act, be applied, by the ſaid Truſtees for the Time being, in Improvement of any of the Manors, Lands, Tenements, and Hereditaments, ſo to be purchaſed and ſettled as aforeſaid, by Repairs, Buildings, Planting, Incloſure, Draining, or otherwiſe, in the ſame Manner as is herein-after directed, concerning the Application of the Reſiduary Surplus Money, from Sale of Timber, under the Proviſions herein-after contained.

Allowing the making of Bricks or digging of Quarries.

XXIII. Provided always, and be it further enacted, That it ſhall be lawful for the ſaid Earl *Nelſon*, or the Perſon entitled for the Time being to the Rents and Profits of any ſuch Manors, Meſſuages, Lands, Tenements, and Hereditaments, with the Conſent of the Truſtees for the Time being, to dig any Brick Earth for making Bricks, or to ſink, dig, or work any Quarries of Stone, Mines of Coal, Minerals, or other Mines, or with the Conſent, in Writing, of the Truſtees for the Time being, to grant Leaſes of any Land for the making of Bricks, or ſinking, digging, or working any ſuch Quarries or Mines in any ſuch Manors, Lands, Tenements, or Hereditaments, other than and except on any of the Gardens or Parks near to or ſurrounding the Manſion of Reſidence as aforeſaid, without being impeachable for any Waſte by reaſon thereof.

Reſtriction as to felling of Timber.

XXIV. And be it further enacted, That it ſhall not be lawful at any Time or Times to cut down or fell, or cauſe to be cut down or felled, any Timber which ſhall be growing or ſtanding in or upon the Manors, Lands, and Hereditaments ſo to be purchaſed and ſettled as aforeſaid, or any Part thereof, otherwiſe than in Manner hereinafter authorized; and if any ſuch Timber ſhall be felled or cut down in any other Manner than is herein-after authorized, the Perſon or Perſons ſo felling or cutting down ſuch Timber, or cauſing the ſame to be felled or cut down, ſhall be reſponſible to the Truſtees for the Purpoſes of this Act for the Time being for the Value of the Timber ſo felled and cut down, and ſhall accordingly, by virtue of this Act, be ſueable by the ſaid Truſtees for the Time being in an Action upon the Caſe for the ſaid Damages; and in every ſuch Action in which Judgment ſhall be given for the Plaintiffs, Treble Coſts ſhall be awarded againſt the Defendant or Defendants; and all ſuch Sums of Money as ſhall be ſo recovered for ſuch Damages and Coſts ſhall, after Payment of all Charges and Expences which ſhall be incurred, or ariſe in the Execution of this Branch of the Truſts of this Act, be applied by the ſaid Truſtees for the Time being in the ſame Manner as hereinafter is directed, in reſpect of the Reſiduary Surplus Monies from the Sale of Timber under the Proviſions for that Purpoſe herein-after mentioned.

XXV. And

Survey of Timber to be made annually, to ascertain what is proper to be cut.

XXV. And be it further enacted, That some Time in the Month of *November* in every Year, when Occasion shall require, and the same shall be requested by the said Earl *Nelson*, or the Person for the Time being to whom the said Title of Earl *Nelson* shall descend, a Survey and Valuation shall be made by some fit and proper Person or Persons to be appointed by the Trustees for the Time being, of all such Timber standing, growing, and being in or upon the said Manors, Lands, and Hereditaments so to be purchased and settled as aforesaid, as it shall be the Wish of the said Earl *Nelson*, or the Person for the Time being in Possession or entitled as aforesaid, to have cut down in the Course of the ensuing Year, and as shall be fit and in proper Course, or be otherwise advantageous or proper to be cut down; and such Survey and Valuation shall be reduced into Writing, and being so written, shall be signed by the Person or Persons appointed to make the same, and be verified by his or their Oath or Oaths, (to be administered to him or them by any Justice of the Peace, any such Justice being hereby authorized to administer the same accordingly); and after such Survey and Valuation shall be made and sworn to as aforesaid, it shall be lawful for the said Trustees respectively, with the Consent and Approbation of the said Earl *Nelson*, or the Person for the Time being in possession or entitled to the Rents and Profits of the Manors, Lands, Tenements, and Hereditaments, so to be purchased as aforesaid, (such Consents respectively to be testified by Writing under the Hands of the Persons giving the same), to order and direct, that so much of the said Timber as shall have been selected and marked for cutting by the Person or Persons making such Survey and Valuation, shall be forthwith cut down and felled, and sold and disposed of, with all convenient Speed, for such Sum or Sums as to the said Trustees shall appear to be the best Price or Prices that can reasonably be had or obtained for the same.

Application of Part of the Money arising by the Sale of Timber.

XXVI. And be it further enacted, That the Monies from Time to Time to arise and be produced by every Sale of Timber as aforesaid, shall be paid to and received by the said Trustees for the Time being, and the said Trustees, after Payment of all Expences attending any such Valuation and Sale, shall from Time to Time, in the first Place set apart and appropriate so much of the Surplus Monies as at the Time when such Sale shall be ordered as aforesaid, shall be equal in Amount to One-fourth Part of the then gross Yearly Rental of the said Manors, Lands, Tenements, and Hereditaments, which shall be so purchased and settled as aforesaid, if the Produce of such Timber shall amount to so much, and do and shall from Time to Time, by and out of the Monies which shall be so set apart and appropriated, or by and out of the Monies produced by the Sale of such Timber, pay to the Person who at the Time of such Order as aforesaid shall be in the Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, Tenements, and Hereditaments so to be purchased and settled as aforesaid, or to his Executors or Administrators, Ten Pounds *per Centum* on the Amount of such gross Yearly Rental, for the Purpose of paying and reimbursing to such Person the Charges and Expences which may have been incurred by him in the necessary and incidental Repairs of the said Estates, and do and shall lay out and invest the Residue of the Monies (which shall be so set apart and appropriated as aforesaid) in or upon any Government

Stocks,

Stocks or Funds, or at Intereſt, on any Real Securities, in the Names of the ſaid Truſtees for the Time being; and the ſaid Truſtees, in whoſe Names the ſame ſhall be ſo inveſted, ſhall ſtand and be poſſeſſed of and intereſted in the ſaid Stocks, Funds, and Securities upon the Truſts following, (that is to ſay), upon Truſt from Time to Time, during the Life of the Perſon who ſhall for the Time being be ſo in Poſſeſſion or entitled to the ſaid Manors, Lands, Tenements, and Hereditaments as aforeſaid, at the Time ſuch Timber ſhall in Manner aforeſaid be ordered to be felled and cut down, to receive the Dividends and Intereſts, and annual Proceeds of the ſaid Stocks, Funds, and Securities, and to lay out and inveſt the ſame Dividends, Intereſts, and Annual Proceeds, in or upon any ſuch other Stocks, Funds, and Securities as aforeſaid, in the Way of Accumulation, and ſo from Time to Time during the Whole of the ſaid Life, as to the Intereſt, Dividends, and Annual Proceeds of ſuch other Stocks, Funds, and Securities, or of any ſuch Stocks, Funds, or Securities, in or upon which any like Accumulations ſhall afterwards during ſuch Life be inveſted or placed out, and from and immediately after the Death of the Perſon ſo having been in the Poſſeſſion, or entitled as laſt aforeſaid, then as to all the ſaid original Stocks, Funds, and Securities, and alſo as to all thoſe from ſuch Accumulations as aforeſaid, in Truſt for all and every or ſuch One or more of the Children of the Perſon ſo having been in Poſſeſſion, or entitled as laſt aforeſaid (other than and except his eldeſt or only Son) at ſuch Age or Ages, Day or Days, and Times, and in ſuch Parts, Shares, and Proportions, and with ſuch Maintenance in the mean Time, until the Aſſignment or Transfer of their reſpective Shares, and ſubject to ſuch Proviſoes and Limitations over, (ſuch Proviſoes and Limitations nevertheleſs to be for the Benefit of ſome or one of the ſame Children, except as aforeſaid), and in ſuch Manner and Form as the Father ſo for the Time being, in Poſſeſſion or entitled as aforeſaid, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation or new Appointment, to be by him ſealed and delivered in the Preſence of, and atteſted by, Two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, or any Codicil or Codicils thereto, to be by him ſigned and publiſhed in the Preſence of the like Number of credible Witneſſes, ſhall direct or appoint; and in Default of and ſubject to ſuch Direction or Appointment, then in Truſt for all and every the Child and Children of the Perſon ſo having been in Poſſeſſion, or entitled as laſt aforeſaid (other than and except his eldeſt or only Son) in equal Shares and Proportions (if more than One) and if there ſhall be but One ſuch Child then in Truſt for ſuch One Child, and to aſſign, transfer, and make over the Share or Shares of ſuch of them as ſhall be a Son or Sons to him or them, at his or their Age or reſpective Ages of Twenty-one Years, and the Share or Shares of ſuch of them as ſhall be a Daughter or Daughters to her or them, at her or their Age or reſpective Ages of Twenty-one Years, or Day or reſpective Days of Marriage which ſhall firſt happen after the Deceaſe of the Perſon ſo having been in Poſſeſſion, or entitled as laſt aforeſaid.

Further Directions as to the Applica-

XXVII. Provided always, and be it further enacted, That in Default of ſuch Direction or Appointment as aforeſaid, and in caſe any ſuch Child or

or Children being a Son or Sons (other than and except as aforesaid) shall attain the Age of Twenty-one Years, or being a Daughter shall attain the like Age, or be married in the Lifetime of the Person so having been in Possession, or entitled as last aforesaid, then and from thenceforth the Share or Shares of such Son or Sons so attaining the Age of Twenty-one Years, (other than and except as aforesaid), and of such Daughter or Daughters so attaining the like Age, or being married before such Age, of, in, and to the said Trust Stocks, Funds, and Securities last mentioned, or such Part of the said Stock, Funds, and Securities as shall not have been so directed or appointed as aforesaid, shall respectively be, and be considered as a vested Interest, or vested Interests in the same Child or Children, and shall be transmissible as such to his, her, or their Executors, Administrators, or Assigns, notwithstanding the Death of such Child or Children afterwards in the Lifetime of the Person so in the Possession, or entitled as last aforesaid.

tion of such Money vested in Government Securities.

XXVIII. Provided also, and be it further enacted, That if any such Child, being a Son, shall die, under the Age of Twenty-one Years, or become an eldest or only Son, or being a Daughter, shall die under that Age, without having been married, then and in such Case, and in Default of and subject to such Direction or Appointment as aforesaid, the Share of each such Son so dying or becoming an eldest or only Son, and of each such Daughter so dying without having been married as aforesaid, of and in the said Trust Stocks, Funds, and Securities, (other than what shall have been actually applied for the Advancement of such Son or Sons, as herein-after mentioned), shall from Time to Time go and accrue to the Survivors or Survivor, and others or other of the same Children, and the respective Executors, Administrators, and Assigns, or such of them as shall be dead, having first acquired a vested Interest in their respective original Shares, and be equally divided between or amongst such Survivors and others of them, and the said Representatives of those who shall be dead, (if more than One), in equal Shares and Proportions, and shall be transferrable and payable at the same Ages, Days, and Times respectively, as his, her, or their original Share or Shares; and such Benefit of Survivorship or Accruer shall extend as well to the surviving or accruing as to the original Shares.

Shares of such Trust Money to go in certain Cases to Survivors.

XXIX. And be it further enacted, That in the mean Time, after the Death of the Person so having been entitled or in Possession as last aforesaid, and until the said Trust Stocks, Funds, and Securities, shall become assignable or transferrable by virtue of the Trusts aforesaid, the Dividends, Interest, and annual Proceeds thereof, or of so much thereof, whereof no such Direction or Appointment shall have been made as aforesaid, shall be paid to the Guardian or Guardians for the Time being of such Child or Children, whose Share or respective Shares of the said Trust Stocks, Funds, and Securities, shall not then have become assignable or transferrable as aforesaid, to be applied for and towards the Maintenance and Education, and for the Benefit of the same Child or Children, (if more than One), according and in proportion to their several apparent or presumptive Rights and Shares, in the said Trust Stocks, Funds, and Securities.

Until Trust Funds become transferrable, the Dividends to be paid Guardians, for the Maintenance of Children.

Trustees empowered in Default of other Appointment, to dispose of Shares of Sons to a certain Amount for their Benefit.

XXX. Provided always, and be it further enacted, That in default of such Direction or Appointment as aforesaid, it shall be lawful for the said Trustees, for the Time being, of the said last mentioned Trust Stocks, Funds, and Securities, after the Decease of the Person so having been in Possession or entitled as last aforesaid, to sell and dispose of, or call in and receive any Part of the Share or Shares of such Child or Children, being a Son or Sons, of and in the said Trust Stocks, Funds, and Securities, so as the Sum or Sums to be raised or called in do not exceed the Sum of Five thousand Pounds in the Whole for any One such Son, and to apply the same Sum or Sums for placing out such Son or Sons in any Profession or Employment, or for his or their Instruction therein, or for purchasing him or them a Commission in the Army, or otherwise for his or their Advancement or Benefit, notwithstanding such his or their Share or Shares shall not then have become vested, due, and payable.

In case of no Children, Trustees to be possessed of the Trust Funds for the Executors, &c. of the Person dying in Possession.

XXXI. And be it further enacted, That in case the Person so in Possession or entitled to the said Manors, Lands, Tenements, and Hereditaments as last aforesaid, shall die without having any Child or Children who shall live to become entitled to the said last-mentioned Trust Stocks, Funds, and Securities, then and in such Case the Trustees thereof for the Time being shall stand possessed of and interested in the same Trust Stocks, Funds, and Securities, in Trust for the Executors or Administrators of the Person so dying having been in Possession and entitled as last aforesaid, and to assign, transfer, and make over the same accordingly.

Trustees, with Consent of the Person in Possession, may change the Securities.

XXXII. And be it further enacted, That it shall be lawful for the said Trustees, with the Consent and Approbation in Writing of the Person so in Possession or entitled to the Rents, Issues, and Profits of the said Manors, Lands, Tenements, and Hereditaments, for the Time being, to sell and dispose of all or any Part of the said last-mentioned Trust Stocks, Funds, and Securities, and to lay out and invest the Monies thereon arising in or upon any other such Government or Real Securities as aforesaid, and in like Manner to alter, vary, and change such other Government Stocks, Funds, and Real Securities, for others of the same or the like Nature, and so from Time to Time as often as shall be deemed expedient, subject always nevertheless to the Trusts thereof herein-before declared.

Trustees to apply the Residue of the Money arising by the Sale of Timber in the Improvement of the Manors to be purchased.

XXXIII. And as to, for, and concerning the Residue of the Surplus of the Monies which shall from Time to Time arise and be produced by every such Sale of Timber so to be cut down and felled as aforesaid, after setting apart and appropriating so much thereof as is herein directed to be set apart and appropriated for the Purposes aforesaid; be it further enacted, That the said Trustees of this Act for the Time being shall apply all such residuary Monies in such Improvement and Melioration of the said Manors, Lands, Tenements, and Hereditaments, so to be purchased and settled as aforesaid, or of some Part thereof, by Buildings, Reparation, Planting, Inclosure, Draining, or otherwise, as the Trustees of this Act for the Time being, with the Consent of the said Earl *Nelson*, or the Person or Persons seised of or entitled

entitled to the said Manors, Lands, Tenements, and Hereditaments in Possession, for the Time being, or, in case of Infancy, his or their Guardian or Guardians for the Time being, shall think most proper; or if the said Trustees for the Time being, or a Majority of them, shall disagree with the said Earl *Nelson*, or the Person or Persons so seised or entitled as aforesaid, or his or their Guardian or Guardians about the Manner of such Application, then as the Lord High Treasurer, or First Commissioner of the Treasury for the Time being shall, on a Reference to him by any of the Parties who shall so differ, by any Writing or Writings to be sealed and delivered by him, direct and appoint.

Trustees, with Consent of the Person in Possession, may sell Manors, &c. so to be purchased, (except the Mansion, &c. intended for Residence), and purchase others.

XXXIV. Provided always, and be it further enacted, That it shall be lawful for the Trustees for the Time being of the said Earl, or of such other Person on whom the said Title shall descend, with the Consent and Approbation of the Person or Persons for the Time being entitled in Possession to the Rents and Profits of the said Freehold Manors, Lands, Tenements, and Hereditaments, so to be purchased as aforesaid, such Consent and Approbation to be testified by Writing under his, her, or their Hand and Seal, or Hands and Seals, and attested by Two or more credible Witnesses, to convey by way of Sale, or by way of Exchange, for or in lieu of, or to sell any Manors, Messuages, Lands, Tenements, and Hereditaments before purchased, for the Purpose of purchasing any other Freehold Manors, Lands, Tenements, or Hereditaments, of a good Estate of Inheritance, in Fee Simple in Possession, and to be free from Incumbrances, and situate as aforesaid, all or any of such Manors, Lands, Tenements, and Hereditaments, so to be purchased as aforesaid, (except such of them as shall consist of a Capital Mansion House, Gardens, and Park, intended for the actual Residence and Occupation of those who for the Time being shall be entitled in Possession to the Rents and Profits of the said purchased Estates, unto any Person or Persons, and his or her Heirs or Assigns respectively, either together or in Parcels, for such Equivalent in Money, or in Freehold Manors, Lands, Tenements, and Hereditaments, as to them the Trustees for the Time being shall seem meet; and it shall be lawful for the Trustees for the Time being, and they are hereby required to lay out and invest the Purchase Money which shall arise from every or any such Sale, or any Part thereof, in the Purchase of other Freehold Manors, Lands, Tenements and Hereditaments, of a good Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, and situate as aforesaid, and in the mean Time do and shall lay out and keep invested in Publick Stocks, or Government Securities, in their Names, the Purchase Money to be received as aforesaid, or so much thereof as shall not have been applied in the Purchase of other such Manors, Lands, Tenements, and Hereditaments as aforesaid, and paying and applying the Interest, Dividends, and Income thereof, to the Person who for the Time being would be entitled to the Rents and Profits of such Manors, Lands, Tenements, and Hereditaments, if such Purchase had actually been made, and when all or any of the said Manors, Lands, Tenements, and Hereditaments hereby made exchangeable as aforesaid, shall be so disposed of, and conveyed in exchange for or in lieu of any other such Manors, Lands, Tenements, or Hereditaments as aforesaid, and when all or any other such Manors, Lands, Tenements,

and

and Hereditaments, shall have been purchased with Money arising from any such Sale or Sales as aforesaid, the Fee Simple and Inheritance of such Manors, Lands, Tenements, and Hereditaments so taken in Exchange or purchased as last aforesaid, shall be well settled, conveyed, and assured to the Use of such Persons, and for such Estates, and under and subject to such Powers and Provisions as the said Manors, Lands, Tenements, or Hereditaments, which shall by virtue of this Act be so disposed of by way of Sale or in Exchange, would, under the Limitations in this Act contained, have stood limited if the same had not been sold or exchanged; and all and every Person and Persons to whom any such Conveyance of all or any of the said Manors, Lands, Tenements, and Hereditaments hereby made saleable or exchangeable as aforesaid, shall have been made by way of Sale or in Exchange, and the respective Heirs and Assigns of such Person and Persons, shall and may have, hold, and enjoy the Hereditaments which shall by them respectively be purchased or taken in Exchange, freed and absolutely discharged of and from all the Uses, Estates, Charges, Powers, and Provisions hereby limited, expressed, and declared of and concerning the same Hereditaments (other than and except such Demises or Leases as shall have been previously made in pursuance of the Powers in that Behalf herein contained).

Power of appointing new Trustees.

XXXV. Provided also, and it is hereby further enacted, That upon the Death of any of them, the said Honourable *George Walpole*, *Alexander Davison* Esquire, or *William Haslewood* Esquire, or of any Person or Persons who shall become a Trustee or Trustees under the Power of Appointment herein contained; and also in case they the said Honourable *George Walpole*, *Alexander Davison*, or *William Haslewood* Esquires, or such new Trustee or Trustees who shall be appointed as herein mentioned, or any or either of them, shall desire to be discharged from or decline to act in the Trusts in and by this Act declared, then and in every such Case, and with all convenient Speed, after the happening of every such Case, the said Earl *Nelson*, or the Person or Persons who shall for the Time being be entitled in Possession to the said Annuity of Five thousand Pounds hereby charged upon the said Consolidated Fund, or to the said Manors, Lands, Tenements, or Hereditaments, so to be purchased as aforesaid, or if such Person or Persons shall be under the Age of Twenty-one Years, then his, her, or their Guardian or Guardians, with the Consent in Writing of the First Commmissioner of the Treasury, or the Lord High Treasurer for the Time being, shall by some Deed or Instrution in Writing under the Hand and Seal of the said Earl *Nelson*, or the Person or Persons for the Time being so entitled as aforesaid, or such his, her, or their Guardian or Guardians as aforesaid, nominate any other Person or Persons to be a Trustee or Trustees in the Room of the Trustee or Trustees so dying or desiring to be discharged, or declining to act as aforesaid; and such new Trustee and Trustees shall have and be invested with such and the same Powers, in all Respects, as if he or they had been originally nominated a Trustee or Trustees in and by this Act; and after every such Appointment of a new Trustee or Trustees, such Conveyances and Acts shall be executed and done, as shall be requisite for vesting the Estate and Interest of and in all and singular the Trust Premises in the continuing Trustees or Trustee (if any such there be)

be); and such new Trustees or Trustee conjunctly, to and for all Intents and Purposes whatsoever, or in such new Trustees or such new Trustee only, according to the Nature of the Case; and in the mean Time the Trust Premises shall be and remain in the remaining Trustees thereof for the Time being, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or his Heirs, according to the Nature of the Trust Premises.

Three Trustees empowered to act, except in certain Cases.

XXXVI. And be it further enacted, That it shall be lawful for any Three of the Trustees for the Purposes of this Act for the Time being, to do and execute all such Acts, Matters, and Things, in Execution of the Trust, as all the said Trustees respectively are hereby authorized and empowered to do, and the same shall be as valid and effectual as if the same had been done and executed by all the said Trustees respectively: Provided always, that in every such Act, Matter, or Thing, the said Lord High Treasurer, or First Commissioner of the Treasury, or Chancellor of the Exchequer, shall be one, save and except as to any Jointures or Charges by this Act allowed to be made on the said Annuity of Five thousand Pounds, or any Estates purchased under this Act, or as to the Cutting or Sale of any Timber, or Disposition of any Monies arising therefrom.

The Trustees by virtue of their Office, empowered to appoint Persons to act for them.

XXXVII. And be it further enacted, That it shall and may be lawful for the Speaker of the House of Commons, the Lord High Treasurer or First Lord Commissioner of the Treasury, the Chancellor of the Exchequer, the First Lord Commissioner of the Admiralty, and the Treasurer of the Navy respectively, for the Time being, from Time to Time, by Writing under Hand and Seal, to appoint a Person to act in all or any of the Trusts of this Act, and either, under such Exceptions and Restrictions as to such Speaker of the House of Commons, Lord High Treasurer or First Lord Commissioner of the Treasury, the Chancellor of the Exchequer, the First Lord of the Admiralty, and the Treasurer of the Navy for the Time being, shall seem meet, or without any Exception or Restriction; and also from Time to Time to remove such Substitute, and to appoint any other Person for the same Purpose; and all Things which shall be done by any Person so appointed as aforesaid, within the Compass and during the Continuance of such his Appointment, shall be as valid and effectual for the Purposes of this Act as if such Things had been done by the Speaker of the House of Commons, the Lord High Treasurer or First Lord Commissioner of the Treasury, the Chancellor of the Exchequer, the First Lord of the Admiralty, or Treasurer of the Navy who shall make such Appointment.

Trustees answerable only for such Trust Monies and Premises as shall actually come to their Hands.

XXXVIII. And be it further enacted, That the said Trustees for the Time being of this Act, or any of them, shall not be charged or chargeable with or accountable for any more of the Trust Monies and Premises than they shall respectively actually receive, or shall come to their respective Hands by virtue of the Trusts herein declared, nor with or for any Loss which shall or may happen of the same Trust Monies and Premises, or any Part thereof, so as such Loss happen without their wilful Neglect or Default; and that it shall be lawful for the same Trustees for the Time

being, and every of them, in the firſt place by and out of the Monies which ſhall come to their Hands by virtue of the ſaid Truſts, to deduct, retain to, and reimburſe themſelves reſpectively, all ſuch Coſts, Charges, Damages, and Expences, as they ſhall reſpectively pay, bear, ſuſtain, expend, or be put unto, for or by reaſon or means of all or any of the ſaid Truſts, Powers, and Authorities, or the Management or Execution thereof, or any Act, Tranſaction, Matter, or Thing whatſoever, in anywiſe howſoever relating thereto.

Their Expences to be allowed.

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