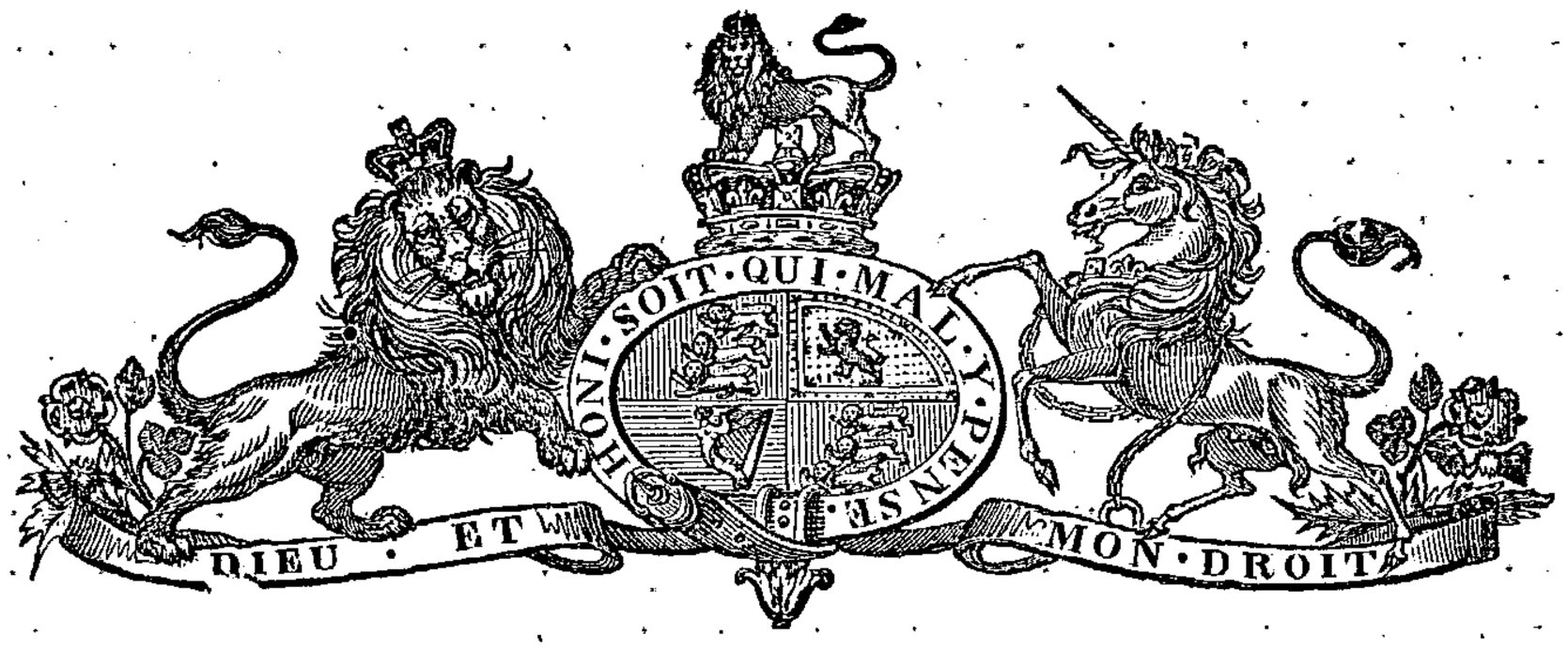


ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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at *Flaundon* and *Bovingdon*, and elsewhere in the County of *Hertford*, at *Sawtry* and elsewhere in the County of *Huntingdon*, and at *Brindle*, *Inskip*, and *Eccleston* in the County of *Lancaster*, or elsewhere in *England*, of or to which he was at the Time of his Decease should be seised or entitled for any Estate of Freehold or Inheritance, or over which he had a disposing Power, and which were not therein otherwise devised, and the respective Rights, Members, and Appurtenances thereof, to the Uses following; (that is to say,) to the Use of his Son the Honourable *Charles Compton Cavendish* and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in his Lifetime to the Use of the Right Honourable *Charles William* now Earl *Fitzwilliam*, then the Right Honourable *Charles William* Viscount *Milton*, and the Right Honourable *Charles Anderson* Lord *Yarborough*, since deceased, and their Heirs, during the Life of the said *Charles Compton Cavendish*, in trust by the usual Ways and Means to preserve contingent Remainders; with Remainder to the Use of *William George Cavendish*, Son of the said *Charles Compton Cavendish*, and the Assigns of the said *William George Cavendish*, during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *William George Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *William George Cavendish*, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Second and every other Son of the said *Charles Compton Cavendish*, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of his the said Testator's Son the Honourable *Henry Frederick Compton Cavendish* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Henry Frederick Compton Cavendish*, in trust to preserve contingent Remainders; and after his Decease to the Use of his the said Testator's Grandson *William Henry Frederick Cavendish* (Son of the said *Henry Frederick Compton Cavendish*), and the Assigns of the said *William Henry Frederick Cavendish*, during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *William Henry Frederick Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the other Sons of the said *Henry Frederick Compton Cavendish* then born, successively in the Order of their Birth, and their respective Assigns, for their respective Lives, without Impeachment of Waste; and after the Determination of their respective Estates by any Means in their respective Lifetime, to the Use of the same Trustees and their Heirs during the Lives of such Sons, in trust for them respectively, and to preserve contingent Remainders; and after their respective Deceases to the Use of their respective First and other Sons, successively according to their respective Seniorities in Tail Male; (that is to say,) each such Son of the said *Henry Frederick Compton Cavendish* should take the said Estates in the Order of his Birth, and after his Decease

the said Estates should go to his First and other Sons successively in Tail Male; and for default of such Issue to the Use of all other Sons of his said Son *Henry Frederick Compton Cavendish* thereafter to be born, successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of his the said Testator's Grandson *George Henry Cavendish* (Second Son of his late Son the Honourable *William Cavendish*), and the Assigns of the said *George Henry Cavendish*, for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees, their Heirs and Assigns, during the Life of the said *George Henry Cavendish*, in trust to preserve contingent Remainders; and after his Decease to the Use of the First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of his the said Testator's Grandson *Richard Cavendish* (Third Son of his said late Son *William Cavendish*), and the Assigns of the said *Richard Cavendish*, for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Richard Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of his the said Testator's Grandson *William Cavendish* (eldest Son of his the said Testator's late Son *William Cavendish*), and the Assigns of his said Grandson *William Cavendish*, for his Life; with Remainder to the Use of the same Trustees, their Heirs and Assigns, during the Life of his said Grandson *William Cavendish*, in trust to preserve contingent Remainders; with Remainder to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; with a Limitation of the ultimate Remainder or Reversion to the Use of the Most Noble *William Spencer* Sixth Duke of *Devonshire*, his Heirs and Assigns for ever; provided always, and the said Testator did declare his Will to be, that if any Person whom he had thereby made Tenant in Tail Male of the several Manors and other Hereditaments lastly therein-before devised should be born in his Lifetime or in due Time after his Decease, the Estate in Tail Male thereby devised to that Person should cease, and in lieu thereof the said Testator devised the Hereditaments comprised in such Estates in Tail Male to the Use of the Person whose Estate in Tail Male should so determine, for the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in his Lifetime, to the Use of the same Trustees and their Heirs during the Life of such Person, in trust for him and his Assigns, and by the usual Ways and Means, to preserve contingent Remainders; and after his Decease to the Use of his First and every other Son, severally and successively according to their respective Seniorities in Tail Male; and the said Testator gave, devised, limited, and appointed all the Freehold and Copyhold and Leasehold Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments situate at *Appletreewick*, *Ingburchworth*, *Hilton*, and *Hawnby* in the County of *York*, and at *Beard* and *Hayfield* in the County of *Derby* of or to which he was or at the

the Time of his Decease should be seised or entitled for any Estate of Freehold or Inheritance, or over which he had a disposing Power, with their respective Rights, Members, and Appurtenances, to the Uses following; (that is to say,) to the Use of the said *William Spencer* Duke of *Devonshire* and the Right Honourable Lord *Dunfermline*, then the Right Honourable *James Abercromby* of *Stubbing Court* in the County of *Derby*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts therein-after mentioned, (that is to say,) in trust for his the said Testator's said Grandson the said *William Henry Frederick Cavendish* and his Assigns during his Life; and after his Decease in trust for his First and every other Son and Sons, severally and successively according to their respective Seniorities in Tail Male; and for default of such Issue upon trust to convey and assure the same, so far or as near as Circumstances would admit, to the same Uses, and upon the same Trusts, and subject to the same Powers, Provisoes, Limitations, and Declarations as were in and by his the said Testator's said Will limited, expressed, and declared of and concerning his said Estates in the said Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster*, therein-before devised in strict Settlement, or such of them as should be subsisting and capable of taking effect; and the said Testator directed that the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, during the Minority and the respective Minorities of the said *William Henry Frederick Cavendish*, and of any of his (the said *William Henry Frederick Cavendish*'s) Sons entitled to the said Estates in the Counties of *York* and *Derby* for an Estate in Tail Male in possession, receive the Rents, Issues, and Profits of the said Estates, and from Time to Time lay out and invest the same, or so much thereof as should remain after paying the Interest of any Sums charged on the said Estates, or any Part thereof, in their or his Names or Name, in or upon the Public Stocks or Funds of *Great Britain*, or on Government or Real Securities in *England*, and should accumulate the same in the Manner in the same Will directed at Compound Interest; and the said Trustees or Trustee should apply a competent Part of such accumulated Fund in the Discharge of the Incumbrances affecting the said Estates or any Part thereof, and should from Time to Time lay out and invest the Surplus of the said Funds in the Purchase of any Freehold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* of a clear and indefeasible Estate of Inheritance in Fee Simple in possession, or of Copyhold or Leasehold Lands convenient to be held with the same, or with his the said Testator's Estates in the Counties of *York* and *Derby*, or any of them, and should stand seised and possessed of the said Estates so to be purchased upon the Trusts upon which he the said Testator had devised his said Estates in the Counties of *York* and *Derby*, or such of them as should be capable of effect, and subject to the same Powers of leasing and of Sale and Exchange as were therein-after limited with respect to the said Estates; and the said Testator did declare his Will to be, that during the Minority and respective Minorities of the said *William Henry Frederick Cavendish* and of any Issue Male of his Body entitled under that his Will to the said Estates in the Counties of *York* and *Derby* for an Estate in Tail Male in possession, the said *William Spencer* Duke of *Devonshire* and

James

James Lord *Dunfermline*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of the Survivor, should and might grant such Leases of the said Estates or any Part thereof as were therein-after authorized to be granted of his the said Testator's Estates in the Counties of *Buckingham*, *Hertford*, and *Huntingdon* and *Lancaster*, therein-before devised in strict Settlement, and that during the Minority of the said *William Henry Frederick Cavendish* the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, should and might convey and dispose of all or any Part of the said Estates in the said Counties of *York* and *Derby* by way of Sale, or in exchange for any Freehold, Copyhold, or Leasehold Estates; and the said Trustees or Trustee should give Receipts for the Monies to arise from any such Sale or to be received for Equality of Exchange, and such Receipts should be an effectual Discharge for the said Monies; and the said Trustees or Trustee, their or his Heirs, Executors, Administrators, or Assigns, should stand possessed of the said Monies upon the same Trusts as were therein-before expressed and declared of and concerning the Rents and Profits of the said Estates in the said Counties of *York* and *Derby* during the Minority of the said *William Henry Frederick Cavendish*; and the said Trustees or Trustee, their or his Heirs, Executors, Administrators, or Assigns, should stand seised and possessed of any Estate to be received by way of Exchange upon the same Trusts as would be subsisting in the Hereditaments for which they should have been received in exchange if such Exchange had not taken place; and the said Testator did declare his Will to be, that it should be lawful for every Person for the Time being entitled under that his Will to the actual Possession or to the Receipt of the Rents and Profits of the Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster*, and elsewhere, therein-before devised to his said Son *Charles Compton Cavendish* for his Life, with such Remainders as aforesaid, or of any such Estates, (provided such Person should have attained his Age of Twenty-one Years,) and that during his Minority it should be lawful for his Guardian or Guardians, by Deed by him or them legally executed, to appoint by way of Lease all or any Part or Parts of the Hereditaments to the actual Possession or to the Receipt of the Rents and Profits of which such Person should be so entitled, to any Person or Persons, for any Term of Years not exceeding Twenty-one Years, to commence from the making thereof, at the best yearly Rent that could be reasonably gotten for the same, without taking any Fine or Foregift for the making thereof, and so that the Lessees execute Counterparts thereof respectively, and thereby covenant for the due Payment of the Rent thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste; provided also, and the said Testator did declare his Will to be, that it should be lawful for any Person for the Time being entitled under that his Will to the actual Possession or to the Receipt of the Rents and Profits of the Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, *Lancaster*, *Middlesex*, and elsewhere (except in *Sussex* and *Somerset*), therein-before devised, or of any such Estates, (provided such Persons should have attained the Age of Twenty-one Years,)

Years,) and that during the Minority of such Person it should be lawful for the Guardian or Guardians of such Persons, by any Deed legally executed, to appoint by way of Lease all or any Part or Parts of the same Hereditaments (except the Capital Messuages or Mansion Houses, with the Parks, Plantations, Pleasure Grounds, and Appurtenances thereto respectively belonging, then used as Family Residences,) to any Person who should improve or covenant or agree to improve the same, by erecting or building thereupon any new House or new Erection, or to rebuild or repair any of the Messuages and Erections whatsoever which then were or thereafter should be upon the said Hereditaments or any Part thereof, or who should expend or covenant to expend any Sum of Money in the Improvement or Amelioration thereof which the Person or Persons making such Appointment by way of Lease should think adequate to the Interest to be departed with, for any Term of Years not exceeding Eighty Years, at such Rents and upon such Terms and Conditions as should be thought reasonable, without taking any Fine or Foregift, or anything in the Nature of a Fine or Foregift, for the making thereof, beyond such Covenants or Agreements as aforesaid, but so that the Lessee or Lessees execute a Counterpart of the said Appointment by way of Demise or Lease so to be made to him, her, or them respectively as aforesaid, and be not by any Clause or Covenant therein to be contained exempted from Punishment for committing Waste further than should be necessary for making or effecting the Buildings or Improvements thereby covenanted and agreed to be made; provided also, and the said Testator did declare his Will to be, that it should be lawful for the said *Charles William* Viscount *Milton* and *Charles Anderson* Lord *Yarborough*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times after his the said Testator's Decease, (with the Consent and Approbation of the Person or Persons who for the Time being should by virtue of the Limitations contained in that his Will be entitled to an immediate Estate for Life in the Hereditaments which should be sold or exchanged in pursuance of the Power now in recital, or (being an Infant) of his Guardian or Guardians,) such Consent and Approbation to be testified in Writing under the Hand and Seal of such Tenant for Life, or (being an Infant, under the Hand and Seal or Hands and Seals of such Guardian or Guardians,) from Time to Time to make sale of, or to dispose in exchange for or in lieu of other Manors, Lands, Tenements, or Hereditaments, all or any of the Manors and other Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, *Lancaster*, and *Middlesex*, and elsewhere (except *Sussex* and *Somerset*), unto any Person or Persons, either together or in Parcels, for such Price or Prices in Money, or for such other Equivalent in Lands, Tenements, and Hereditaments, as should be thought reasonable, and, for the Purposes aforesaid, and with such Consent as therein-before is mentioned, to revoke, determine, and make void all and every or any of the Uses, Trusts, Intents, Charges, Powers, Provisoes, Agreements, and Declarations limited and declared in and by that his Will of and concerning the Hereditaments which should be so sold or exchanged, or any of them, and to appoint and direct such other Uses, Trusts, Powers, Provisoes, Agreements, and Declarations as the said Trustees or Trustee should judge necessary or proper or expedient

for effecting the Purposes aforesaid or any of them; and that it should and might be lawful for the said Trustees or Trustee, upon any such Exchange, to receive or give any Money for Equality of Exchange; and that upon Payment of the Money arising by Sale of any Part or Parts of the said Hereditaments and Premises (when any Part or Parts thereof should be sold or disposed of by them or him for a valuable Consideration in Money), or of any Money to be paid to them or him for Equality of Exchange, it should be lawful for the said Trustees or Trustee to sign and give a proper Receipt or Receipts for such Money, which Receipt and Receipts respectively should be a sufficient Discharge to the Person or Persons paying the same for so much of the Money as should be therein acknowledged or expressed to be received, and the Person or Persons so paying the same, their, his, or her Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of all or any Part of the Money; and when any Part of the said Hereditaments and Premises should be sold for a valuable Consideration in Money, or any Money paid for Equality of Exchange, all and every the Sums and Sum of Money which should arise by such Sale and Sales, or so to be paid for Equality of Exchange, should with all convenient Speed be applied by the said Trustees or Trustee (by and with such Consent and Approbation as aforesaid), in the first place, in Payment and Discharge of the specific Debts and Incumbrances affecting the Hereditaments and Premises so sold and exchanged, or any of the Hereditaments in which the Person who in pursuance of the Power therein-before contained should have signified his Consent to such Sale and Exchange should be entitled to an immediate Estate for Life, or of the several Principal Sums of Money charged on the same Hereditaments, or any Part thereof, by virtue of the Powers therein-before contained, or in Payment of both or a competent Part thereof respectively, and the Residue thereof (if any) should be laid out and invested in the Purchase of Freehold Messuages, Lands, Tenements, or Hereditaments, to be situate somewhere in *England*, of a clear and indefeasible Estate of Inheritance in Fee Simple in possession, or of Copyhold or Leasehold Lands convenient to be held with the same, or with the Hereditaments remaining unsold, and as well the Lands, Tenements, and Hereditaments so to be purchased, as all and every the Lands, Tenements, and Hereditaments which should be received in exchange as aforesaid, should be respectively settled and conveyed to such and the same Uses, and upon such and the same Trusts, and to and for such and the same Intents and Purposes, and charged and chargeable in the same Manner, and with, under, and subject to the same Powers, Provisoes, Limitations, and Declarations as were in and by that his Will limited, declared, or expressed of or concerning the Hereditaments so sold or conveyed in exchange, or such of them as should be then subsisting undetermined or capable of taking effect, or would have been subsisting undetermined or capable of taking effect in case the same had not been sold or conveyed in exchange as aforesaid, or as near thereto as the Deaths of Parties or other Contingencies would then admit of; and the said Testator nominated and appointed the said *William Spencer* Duke of *Devonshire*, *Charles Compton Cavendish*, and *James Abercromby*, Executors of his Will: And whereas the said *George Augustus Henry Cavendish* Earl

Codicils to the Will of

Earl of Burlington, dated 24th Oct. 1829 and 9th March 1833.

Earl of *Burlington* also signed and published Three several Codicils to his said Will, which said Codicils bear Date respectively the Twenty-fourth Day of *October* One thousand eight hundred and twenty-nine, the Twenty-fourth Day of *October* One thousand eight hundred and twenty-nine, and the Ninth Day of *March* One thousand eight hundred and thirty-three, neither of which said Codicils however operated to affect the Limitations herein-before recited or referred to of the said Estates in the Counties of *Middlesex*, *York*, and *Derby*, or the herein-before recited Powers of leasing or of Sale and Exchange in the said Will contained: And whereas the said Testator departed this Life on or about the Ninth Day of *May* One thousand eight hundred and thirty-four, without having altered or revoked his said Will, otherwise than the same was altered by the said Codicils, and the same Will and Codicils were on or about the Eleventh Day of *June* One thousand eight hundred and thirty-four duly proved by the said *William Spencer* Duke of *Devonshire*, *Charles Compton Cavendish*, and *James Abercromby*, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Charles Anderson* Earl of *Yarborough* departed this Life on the Fifth Day of *September* One thousand eight hundred and forty-six, leaving the said *Charles William* Lord *Milton*, now the Right Honourable *Charles William* Earl *Fitzwilliam*, his Co-Trustee, him surviving: And whereas on or about the Twenty-fourth Day of *June* One thousand eight hundred and forty-eight *Thomas Brand* of the *Hoo* in the County of *Hertford*, Esquire, was duly appointed a Trustee of the said recited Will, in the Room and Place of the said *Charles Anderson* Earl of *Yarborough*, to act jointly with the said *Charles William* Earl *Fitzwilliam*: And whereas the said *William Henry Frederick Cavendish* long since attained his Age of Twenty-one Years, and on the Nineteenth Day of *August* One thousand eight hundred and forty-three intermarried with the Lady *Emily Augusta Lambton*, by whom he has never had any Son: And whereas the said *William George Cavendish* has recently married, but has no Issue: And whereas no Son has been born to the said *Charles Compton Cavendish* since the Death of the said Testator: And whereas the said *Henry Frederick Compton Cavendish* had Four Sons, and no more, living at the Decease of the said Testator, besides the said *William Henry Frederick Cavendish*, namely, *Francis William Henry Cavendish*, *Henry Charles Lambton Cavendish*, *Charles William Cavendish*, and *George Henry Cavendish*, and no Son has been born to the said *Henry Frederick Compton Cavendish* since the Decease of the said Testator: And whereas the said *Henry Charles Lambton Cavendish* departed this Life on or about the Ninth Day of *October* One thousand eight hundred and thirty-nine: And whereas the said *Francis William Henry Cavendish* has never been married: And whereas the said *Charles William Cavendish*, on or about the Twenty-sixth Day of *October* One thousand eight hundred and forty-seven, intermarried with *Felicia Susan Lygon*, who departed this Life on the Twenty-eighth Day of *October* One thousand eight hundred and forty-eight, without leaving any Issue: And whereas the said *Charles William Cavendish* is still a Widower: And whereas the said *George Henry Cavendish*, the Son of the said *Henry Frederick Compton Cavendish*, on or about the Sixteenth Day of *October* One thousand eight hundred and forty-eight, inter-

intermarried with *Emily Victorine Elizabeth Rumbold*, but has no Issue: And whereas on the Fourth Day of *July* One thousand eight hundred and thirty-five the said *George Henry Cavendish*, the Grandson of the said Testator, and in the said Will described as the Second Son of his the said Testator's late Son the Honourable *William Cavendish*, intermarried with Lady *Louisa Lascelles*, by whom he has Four Sons only, namely, *Henry George*, born on the Twenty-fourth Day of *May* One thousand eight hundred and thirty-six, *James*, born on the Fifteenth Day of *November* One thousand eight hundred and thirty-eight, *Arthur*, born on the Twelfth Day of *December* One thousand eight hundred and forty-one, and *Walter Frederick*, born on the Sixth Day of *November* One thousand eight hundred and forty-four: And whereas the said *Richard Cavendish* has never been married: And whereas the said *William* Earl of *Burlington*, on the Sixth Day of *August* One thousand eight hundred and twenty-nine, intermarried with Lady *Blanche Georgiana Howard*, by whom he has had Four Sons, and no more, (namely,) *William Cavendish* his eldest Son, who died an Infant of the Age of Five Years or thereabouts; *Spencer Compton Cavendish* commonly called Lord *Cavendish*, who was born on the Twenty-second Day of *July* One thousand eight hundred and thirty-three; *Frederick Charles Cavendish*, born on the Thirtieth Day of *November* One thousand eight hundred and thirty-six, and *Edward Cavendish*, born on the Twenty-eighth Day of *January* One thousand eight hundred and thirty-eight: And whereas the said *Blanche Georgiana* Countess of *Burlington* departed this Life on the Twenty-seventh Day of *April* One thousand eight hundred and forty, and the said *William* Earl of *Burlington* is still a Widower: And whereas the said Estates situate in the said Counties of *York* and *Derby*, so devised in trust for the said *William Henry Frederick Cavendish* for his Life, with Remainders over, as aforesaid, consist for the most Part of detached Farms of small Extent, and lying at considerable Distances from each other, by reason whereof the Expense and Difficulty of the Management thereof is great in proportion to the Value of the Rents and Profits derived from the same, and there is no Enjoyment of the same as a Domain: And whereas the Farm Buildings upon the same Estates were at the Time of the Decease of the said Testator greatly out of repair, and the greater Number of the Tenants are poor: And whereas there is no Mansion on the said Estates in the said Counties of *York* and *Derby*, or either of them: And whereas a Part of the said Estates in the said County of *Derby* is situate at a Place called *Beard*, near to the manufacturing Town of *New Mills* in the same County, and might be let to great Advantage on Building Leases: And whereas the said Estate would be much better farmed, and a better Class of Tenants for the same be obtained, and higher Rents be procured for the same, if Farming Leases for Twenty-one Years of the same Estates could be granted: And whereas there are no Powers in the said recited Will contained for enabling the said *William Henry Frederick Cavendish*, or the said Trustees during his Life, to grant Agricultural or Building Leases of the said Estates situate in the said Counties of *York* and *Derby*, or of selling or exchanging the same, the said Powers thereby granted to the said *William Spencer* Duke of *Devonshire* and *James Abercromby*, and the Survivor of them, and the Heirs, Executors, Admi-

Administrators, and Assigns of such Survivor, being authorized to be exercised only during the Minorities of the said *William Henry Frederick Cavendish* and of any Issue Male of his Body entitled as aforesaid respectively: And whereas it is conceived that such Powers were inadvertently omitted from the said Will, and that it must have been intended by the said Testator that Powers in respect of the said Estates in the said Counties of *York* and *Derby* similar to those expressly granted and given in respect of the said Estates in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster* should be enjoyed by the said *William Henry Frederick Cavendish* during his Life: And whereas it would, for the Reasons herein-before mentioned, be highly beneficial to the said *William Henry Frederick Cavendish* and other the Persons entitled to Estates under the Limitations in the said Will contained and herein-before recited, if the said Omission in the said Will of Powers of granting Building and Farming Leases, of selling and exchanging the said Estates or Parts thereof, were supplied, and if the Monies produced by such Sales were authorized to be laid out in the Purchase of other Estates, and if all the Estates to be so purchased or received in exchange were to be settled accordingly, by means whereof the said *William Henry Frederick Cavendish* would be enabled to concentrate the Estates held under the same Limitations and improve the same in respect of both Value and Enjoyment: But inasmuch as the Purposes aforesaid cannot be effected without the Aid of Parliament, May it therefore please 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,

Power for Tenants for Life in possession, and for Guardians during Minorities, to grant Building Leases.

That from and immediately after the passing of this Act it shall and may be lawful for the said *William Henry Frederick Cavendish* during his Life, by Deed, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease, or to join or concur with any Person in demising or leasing, all and every or any Part of the several Lands and Hereditaments so devised by the said recited Will of the said *George Augustus Henry* Earl of *Burlington* in trust for the said *William Henry Frederick Cavendish* for his Life, with Remainders over, as aforesaid, and which shall not have been previously sold or disposed of under the Provisions of this Act, and also all or any Part of any Lands or Grounds which shall be purchased or received in exchange under the Provisions of this Act, nevertheless, as respects any such Hereditaments as may be of Copyhold or Customary Tenure, with the Licence of the Lord or Lady, Lords or Ladies of the Manor of which the same may be holden (if such Licence shall be required by the Custom of the Manor or Manors), either with or without any Buildings erected and standing on the Lands and Hereditaments so to be demised or leased, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Persons who shall be willing to erect and build any Dwelling or other Houses, Manufactories, Warehouses, Works, Workshops, or other Erections or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses,

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Manufactories, Warehouses, Works, Workshops, or other Erections or Buildings on the said Land or Ground, or to erect and build any other Houses, Manufactories, Warehouses, Works, Workshops, or other Erections or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Gardens, Paddocks, or Plantations for detached Villas, or for Gardens, Courts, Yards, and other Conveniences to Buildings erected and built or to be erected or built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof, and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed upon; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining (not exceeding Ten Acres in any One Case) for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell, and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements as aforesaid, and also with or without any other Liberties or Privileges for or relating to such Building Purposes as aforesaid which to the Person granting such Lease may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable during such Demise or Lease (except in those Cases in which a Peppercorn Rent may be reserved according to the Provisions herein-after contained), and to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best yearly Rent that can at the Time of making the same, and, considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant, be obtained or reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and so that every such Lease be

be made without taking for and in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Person for the Time being entitled to the Receipt of the Rent thereby reserved, or his Servants and Agents, to enter upon the Premises, and to inspect the Condition thereof, and also a Proviso or Condition, or Clause in the Nature of a Proviso or Condition, of Re-entry, and of making void and determining the same, in case the Rent by such Lease to be reserved shall be behind and unpaid for any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for the Payment thereof, unless the same shall be a Peppercorn, such Rent having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited, and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Heirs, Executors, Administrators, or Assigns, either with or without a Proviso (as to the Person granting such Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant, Proviso, or Condition (if any) as may be agreed between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in any Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Person granting such Lease to be reasonable or proper, and so that the respective Lessees execute Counterparts or Duplicates of their respective Leases; and so that no Lessee to whom any such

Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Power to appropriate any Part of the Land for Streets, Squares, &c.

II. Provided always, and be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish* to set out, allot, and appropriate, or authorize and empower the Lessee to whom any Lease may be granted or agreed to be granted to set out, allot, and appropriate, any Part or Parts of the Land or Ground so authorized to be leased as aforesaid, either including or excluding the Sites of all or any of the Houses, Erections, or Buildings standing and being, or building or forming, on the said Ground, as and for Streets, Roads, Squares, Ways, Avenues, Paths, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, and to make and form, and from Time to Time alter, or to authorize and empower the Lessee to make and form, and from Time to Time alter, into or for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements or Conveniences, the Land so set out, allotted, and appropriated as aforesaid, and also to remove, fill up, arch over, cover in, stop, and divert, or authorize and empower the Lessee to remove, fill up, arch over, cover in, stop, and divert, any Mounds, Pits, Dikes, Ditches, Ponds, Drains, and Watercourses, in or upon the said Land or Ground, and also to divide the said Land or Ground into such Lots, or in such Way or Manner as shall be thought most beneficial, and to form, or authorize and empower the Formation or Alteration of such Squares, Circuses, Pleasure Grounds, or Promenades, for the Accommodation of the Tenants and Occupiers of the Premises and Buildings to be erected as aforesaid, or for the general Improvement of the Estate, in such Manner, and upon such Terms, and either subject to or without being subject to any annual or other Payments by the respective Lessees or Occupiers of Premises and Buildings to be erected as aforesaid, as shall be mentioned and agreed upon, either in the Lease so to be made as aforesaid, or in any general Deed to be executed or which may have been executed for that Purpose by the said *William Henry Frederick Cavendish*, in pursuance of the Powers herein contained.

Power to enter into Contract for Leases.

III. Provided also, and be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish* to enter into any Contract in Writing for granting Leases of the said Land or Ground herein-before respectively authorized to be leased as aforesaid, with the Buildings (if any) which shall be standing on such Land or Ground or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable; and to agree, as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract by One or more Deed or Deeds and sealed and delivered as aforesaid, to demise and lease the Ground and Buildings in such Contract, or any Part thereof, to the Person contracting to take the same, or his Heirs, Executors, Administrators, or Assigns, or to such other

other Persons as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent, to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract than the Quantity of Land to be comprised in such Lease shall bear to the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use, and to agree that the full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Five Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for, and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

IV. Provided also, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on, or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Duplicate thereof, within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract, as to the Lands and Buildings not actually leased by virtue of the same Contract, shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to alter, release, or renew Contracts.

V. Provided also, and be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish* from Time to Time to enter into

into any new Contract or Agreement with any Person with whom any Contract shall have been entered into by virtue of this Act for any Lease or Leases for Building or Repairing Purposes, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his or her Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of his Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements in Writing with such Person, or his Heirs, Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract, and that the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Contracts to form no Part of Title after Leases shall have been granted.

VI. Provided also, and be it enacted, That after any such Lease as aforesaid shall have been executed, the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Leases valid though varying from Contract.

VII. Provided also, and be it enacted, That every Lease for Building or Repairing Purposes to be granted under the Authority of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed.

Power to surrender Leases, and to redemise the Premises so surrendered, and also Premises the Leases of which may have been avoided by Re-entry.

VIII. And be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish* at any Time to accept or authorize a Surrender of all or any of the Hereditaments comprised in any Lease either for Building or Repairing Purposes which may have been granted pursuant to this Act, and upon any such Surrender to grant Leases, under the Powers and Authorities herein-before contained, of the Lands, Buildings, or other Hereditaments so to be surrendered or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making such Allowance or Remuneration by way of annual Charge upon the Premises so surrendered, to the Person surrendering the same, in regulating the Terms upon which new Leases shall be granted either to the Person surrendering or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as shall be reasonable, but so that no such Allowance or annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would if not surrendered have determined by Effluxion of Time; and also that if the Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall

shall be entered into or recovered, under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the said *William Henry Frederick Cavendish* during his Life to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Hereditaments under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted.

Tenant for Life, &c. may grant Leases of other Parts of the devised Freehold Estates for Twenty-one Years.

IX. And be it enacted, That it shall and may be lawful for the said *William Henry Frederick Cavendish* during his Life, by any Deed or Deeds, Instrument or Instruments in Writing, to be duly executed, and either referring or not referring to this present Power, to demise, lease, or grant all or any Part or Parts of the said Hereditaments so devised by the said recited Will of the said *George Augustus Henry* Earl of *Burlington*, in trust for the said *William Henry Frederick Cavendish* for his Life, with Remainders over, as aforesaid, and which shall not have been previously to the granting of such Lease sold or disposed of under the Provisions of this Act, and not for the Time being comprised in or subject to any such Building Lease or Contract as aforesaid, with their Appurtenances, and also all or any Part or Parts of any Lands or Grounds which shall be purchased or received in exchange under the Provisions of this Act, (nevertheless, as respects any such Hereditaments as may be of Copyhold or Customary Tenure, with the Licence of the Lord or Lady, Lords or Ladies of the Manor or Manors, if required by the Custom of the Manor or Manors,) for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, so that there be reserved in every such Lease or Grant, payable during the Estate thereby created, the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so that there be therein respectively contained a Clause in the Nature of a Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be respectively reserved; and so that the Person or Persons named therein as Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste.

Certificate of Lessor of having received Counterpart sufficient.

X. And be it enacted, That the Receipt of the said *William Henry Frederick Cavendish*, whether for building or repairing or farming or agricultural or other Purposes, endorsed on such Lease, acknowledging that he has received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease, shall, in favour of the Lessee and of all Persons claiming under him, be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

XI. And

Leases void or voidable for Informality may be confirmed.

XI. And be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish* to confirm any Lease to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent or at a larger Rent than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Leases and Grants to be valid and binding at Law.

XII. And be it enacted, That all and every the Rent and Rents to be reserved in respect of any Lease or Leases to be granted pursuant to this Act shall be reserved and made payable, and every Proviso or Condition of Re-entry to be contained in such Lease or Leases shall be reserved, to the said *William Henry Frederick Cavendish*, his Heirs and Assigns; and every Lease and Grant which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon all and every Person or Persons claiming or to claim any Estate, Right, or Title whatsoever under or by virtue of the Will of the said *George Augustus Henry* Earl of *Burlington* deceased, or any Codicil or Codicils thereto; and that, notwithstanding the said Rent or Rents are herein-before directed to be reserved and made payable as aforesaid, and every Proviso or Condition of Re-entry is so directed to be reserved as aforesaid, the Right to receive the Rent or Rents to be reserved and made payable upon any Lease or Grant to be granted or made in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease or Grant, or of any Forfeiture of the Term, Right, or Interest conferred thereby, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease or Grant, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands and Hereditaments comprised in such Lease respectively in case the same had not been executed; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall at any Time or Times be made upon any Lands or other Hereditaments to be demised or granted in pursuance of the Provisions of this Act, then from and after such Entry the Lands or other Tenements or Hereditaments comprised in the Lease or Grant which shall have been avoided by such Entry, and the Building erected and then standing thereupon, shall become and be vested in such Person or Persons, and with such Remainders and Limitations over, and under and subject to such or the like Trusts, Charges, Powers, Provisoes, Agreements, and Declarations, as the same Premises would at the Time of making such Entry have been vested in and subject or liable to in case the same had never been so leased or granted as aforesaid.

Lessees Covenants to run with the Land, &c.

XIII. And be it enacted, That all Covenants for the Benefit of the Inheritance which shall be entered into by any Lessee or Lessees, Grantee

Grantee or Grantees of any Lands or other Hereditaments, under the Authority of this Act, shall be entered into with the said *William Henry Frederick Cavendish*, his Heirs, Executors, Administrators, or Assigns, and shall notwithstanding, on the one hand, be deemed to run and shall run with the Land and Hereditaments leased or granted to such Lessee or Lessees, Grantee or Grantees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall, on the other hand, be deemed to run and shall run with the Reversion of the Land or Hereditaments to be comprised in the Lease or Leases, Grant or Grants thereof, or, in the Case of a Grant of Easement, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, Grant or Grants, or to such Rent or other Reservations, (as the Case may be,) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant therein.

Covenants may be entered into with the Lessees.

XIV. And be it enacted, That in case the Person or Persons for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands and Hereditaments shall be built upon, laid out, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands and other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Times thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have and claim, such Estate or Estates respectively, but no further or otherwise, and such last-mentioned Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, and Assigns, and as such Person or Persons so having or claiming such Estate or Estates respectively would have been liable in case he, she, or they had originally entered into such Covenant or Covenants, instead of the said original Covenantors or Covenantor, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates, and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him; and in order that the Lessee or the respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands, Easements, or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an

an Action or Actions of Covenant thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

Power to sell or exchange Estates in the Counties of York and Derby.

XV. And be it enacted, That it shall be lawful for the said *William Spencer* Duke of *Devonshire*, and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) or the Trustees or Trustee for the Time being of the said recited Will of the said *George Augustus Henry* Earl of *Burlington*, to be appointed in pursuance of the Power hereinafter contained, at any Time or Times hereafter during the Life of the said *William Henry Frederick Cavendish*, at his Request and by his Direction, to be signified by some Writing sealed and delivered by him in the Presence of and attested by One or more credible Witness or Witnesses, from Time to Time or at any One Time absolutely to sell and dispose of, or to convey in exchange for or in lieu of other Hereditaments, either of Freehold, Copyhold, or Customary or Leasehold Tenure, and as respects any such Hereditaments of Leasehold Tenure whether the same shall be held for Years or for Lives, all or any Part or Parts of the Freehold, Copyhold, or Leasehold Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments so devised by the said recited Will of the said *George Augustus Henry* Earl of *Burlington*, to the Use of the said *William Spencer* Duke of *Devonshire*, and *James* Lord *Dunfermline*, in trust for the said *William Henry Frederick Cavendish* for his Life, in the Manner aforesaid, with their several and respective Rights, Members, and Appurtenances, at or for such Price or Prices in Money, or for such Equivalent or Recompence in Lands and Hereditaments, as to the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, their or his Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being of the said recited Will, shall seem reasonable; and such Sale or Sales may be made either by public Auction or private Contract, with full Power for the Persons or Person for the Time being herein-before authorized to make such Sale or Sales as aforesaid to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Premises or any Part or Parts thereof, and to resell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss or Expense which may be occasioned thereby; and also with Power for the said Persons or Person for the Time being herein-before authorized to make such Sale or Sales as aforesaid to sell the same Premises or any Part or Parts thereof (whether such Sale shall be made by public Auction or by private Contract), under any special Condition or Conditions of Sale, as to Title or otherwise, as to them or him shall seem expedient; and that for the Purpose of effecting such Dispositions or Conveyances (but not for any other Purpose) it shall be lawful for the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) or other such Trustees or Trustee as aforesaid, at such Request and by such Direction as aforesaid, by any

any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all or any of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations in and by the said recited Will of the said *George Augustus Henry* Earl of *Burlington* declared and contained of and concerning the Hereditaments so proposed to be sold or exchanged, and as respects such Part (if any) of the said Hereditaments so to be disposed of or conveyed as shall be of Freehold Tenure, and the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations of which respectively shall be so revoked by the same or any other Deed or Deeds, Instrument or Instruments in Writing, sealed, delivered, and attested as aforesaid, to limit, declare, or appoint the same, and as respects such Part (if any) of the said Hereditaments so to be disposed of or conveyed as shall be of Copyhold or Customary Tenure, and the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations of which shall be so revoked in due Form of Law, to surrender the same, and as respects such Part (if any) of the said Hereditaments so to be disposed of or conveyed as shall be of Leasehold Tenure, and the Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations of which shall be so revoked, to assign the same to such Use or Uses, or upon such Trust or Trusts of and concerning the same respectively as shall be necessary or expedient, in order to effectuate such Sale or Exchange; and all such Conveyances and Dispositions shall be made, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates (other than Leases or Tenancies under Agreements for Leases), Trusts, Powers, Provisoes, Charges, Incumbrances, and Limitations which by virtue of or under the said herein-before recited Will, or any Codicil or Codicils thereto, may for the Time being be subsisting in favour or for the Benefit of any of the Persons whose Estates and Interests are excepted out of the Operation of the general saving Provision hereinafter contained, but subject and without Prejudice to any Lease or Leases or general Deed or Deeds which previously to the Time of such Sale may have been granted or executed under the Authority of this Act, nevertheless, so far as relates to the said Copyhold or Customary Hereditaments, so as that the same may be holden at the Will of the Lord or Lady, or Lords or Ladies of the Manor or respective Manors of which the same respectively shall be holden, according to the Custom or respective Customs thereof respectively, by the Rents, Fines, Suits, and Services therefor due and of Right accustomed; and upon any such Exchange as aforesaid it shall be lawful for the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) to give or receive any Sum or Sums of Money by way of Equality of Exchange, and (if the Case shall so require) to raise the Money so to be paid for Equality of Exchange by a Charge upon all or any of the Hereditaments and Premises for the Time being subject to the Limitations herein-before contained, and for that Purpose, by any Deed or Deeds, Instrument or Instruments, so sealed, delivered, and attested as aforesaid, to limit or appoint the Hereditaments and Premises so to be charged,

charged, and the Appurtenances, to any Person or Persons, for any Term or Terms of Years, by way of Mortgage, for securing the Repayment of the Money so to be raised, with Interest for the same; and also that upon Payment of the Money to arise by Sale of the said Hereditaments or any Part thereof, or to be received for Equality of Exchange, it shall be lawful for the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) to sign and give Receipts for the Money for which the same shall be sold, or so to be received by them in exchange, and that such Receipts shall be sufficient Discharges to the Person or Persons paying the same respectively for the Money for which the same shall be given, or for so much thereof as in such Receipts shall be respectively acknowledged to be received, and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same respectively as aforesaid, shall not afterwards be answerable or accountable for the Loss, Misapplication, or Nonapplication, or be in anywise bound to see to the Application thereof or of any Part thereof respectively; and that the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) or other such Trustees or Trustee as aforesaid, shall with all convenient Speed pay and apply the Money to arise by such Sale or Sales as aforesaid, or to be received for Equality of Exchange, in or towards Satisfaction or Discharge of the Principal Sums of Money (if any) which under or by virtue of the said recited Will, or any Codicil or Codicils thereto, or of this Act, shall then for the Time being be a Charge upon or affect the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, and lay out and invest the Surplus (if any) of such Money in the Purchase of other Hereditaments in Fee Simple in possession, to be situate somewhere in *England* or *Wales*, of a clear indefeasible Estate of Inheritance, or of Lands of a Leasehold or Copyhold Tenure convenient to be held therewith, or with the Hereditaments so devised by the said recited Will to the Use of the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, in trust for the said *William Henry Frederick Cavendish* for his Life, as aforesaid, yet so that during the Life of the said *William Henry Frederick Cavendish* such Purchase or Purchases respectively be made with his Consent testified by some Writing under his Hand, and after his Decease then with the Consent in Writing of the Person or Persons who under or by virtue of the Limitations in the said recited Will expressly or by reference contained would for the Time being be in the actual Possession of or entitled to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments so to be purchased, in case the same were then actually purchased and settled, if such Person or Persons be of full Age, but if such Person or Persons respectively shall be under Age, then at the Discretion and of the proper Authority of the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, or the Survivor of them, or of their or his Executors, Administrators, or Assigns, (as the Case may be,) or such other Trustees or Trustee as aforesaid; and moreover that they the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*,

Monies to arise by Sales or to be received for Equality of Exchange to be applied in Discharge of Incumbrances of the Fee Simple on demised Estates, and Surplus to be laid out in Purchase of Lands.

Lands purchased or received in

exchange to be settled to like Uses.

line, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) or other such Trustees or Trustee as aforesaid, shall settle and assure or cause to be settled and assured, as well the Lands and Hereditaments so to be purchased as the Lands and Hereditaments to be received by way of exchange, as herein-before is mentioned, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Agreements, and Declarations as are in and by the said recited Will and this Act expressly or by reference declared and contained of and concerning such of the Hereditaments herein-before mentioned as shall be so respectively sold or exchanged, or as near thereto as the Deaths of Parties and other intervening Circumstances will then permit, yet so that in any of the Lands or Tenements so to be purchased shall be held by Lease or Leases for Years the same shall not vest absolutely in any Child or Children who by virtue of the Limitations in the said recited Will contained may become Tenant or Tenants in Tail Male of the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments so devised to the Use of the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, in trust for the said *William Henry Frederick Cavendish* for his Life, as aforesaid, and so to be purchased or received in exchange as aforesaid, and who shall not respectively attain the Age of Twenty-one Years; and that if any of the Lands or Tenements so to be purchased or received in exchange as aforesaid shall be held by Lease or Leases for Lives or for Years, proper Provisions shall be inserted in the Settlements so to be made thereof as aforesaid for renewing the same from Time to Time as Occasion shall require, and that the Fines, Fees, and Expenses of Renewal or Renewals shall from Time to Time be defrayed with and out of the improved yearly Rents, Issues, and Profits of the Premises so to be purchased, and of which such Renewals are to be made respectively, or by Mortgage thereof, if found necessary, and as often as any such Mortgage shall be made, then the same improved yearly Rents, Issues, and Profits shall from Time to Time be applied in or towards Satisfaction of the Money so raised by Mortgage as aforesaid, and the Interest thereof; and until the Money to arise by any such Sale or Sales of the Hereditaments by this Act made saleable, or to be received for Equality of Exchange, as herein-before is mentioned, shall be disposed of in the Manner herein-before expressed, it shall be lawful for the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and the Survivor of them, and their or his Executors, Administrators, and Assigns, (as the Case may be,) with such Consent as lastly herein-before is mentioned, or at their or his Discretion (as the Case may be), to lay out and invest the said Sum or Sums of Money, in their or his Names or Name, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and to alter, vary, and transpose the said Stocks, Funds, and Securities for or into other Stocks, Funds, and Securities of a like Nature, as Occasion shall require, and the Interest, Dividends, and annual Produce arising from the said Stocks, Funds, and Securities shall be paid and applied to the Person or Persons, in the Manner, and for the Intents and Purposes to whom and in and for which the Rents,

Issues, and Profits of the Lands and Hereditaments to be purchased therewith would be payable or applicable in case such Purchase or Purchases and Settlement thereof as aforesaid were then actually made.

Powers contained in the Will not to be affected, except so far as affected by this Act.

XVI. Provided always, and be it enacted, That this Act shall not nor shall anything herein contained be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said *George Augustus Henry* Earl of *Burlington* deceased contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

For paying Expenses of Act, and charging them on Estates.

XVII. And be it enacted, That all Sum and Sums of Money, Costs, Charges, and Expenses, which have been or shall be paid or incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of or relating to any Application to the Court of Chancery, or any other Proceedings for ascertaining, taxing, and settling the Amount thereof, and of the Proceedings and Instruments for securing the same, shall be paid by the said *William Henry Frederick Cavendish*, his Executors or Administrators, but the Amount thereof, with Interest for the same from the Expiration of One Year from the passing of this Act, shall be a Charge on the Hereditaments comprised in the Schedule to this Act.

Court of Chancery may make Order for Taxation of Expenses of Act.

XVIII. And be it enacted, That it shall be lawful for the High Court of Chancery, from Time to Time, upon the Petition of the said *William Henry Frederick Cavendish*, or upon the Petition of the Executors, Administrators, or Assigns of the said *William Henry Frederick Cavendish*, and on Notice, as respects any Petition of such Executors or Administrators, to the Person for the Time being entitled under the Limitations in the said in part recited Will contained to the First Estate of Freehold in the Hereditaments comprised in the said Schedule to this Act, or his Guardians, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Sum and Sums of Money, Costs, Charges, and Expenses herein-before authorized to be paid and charged as aforesaid.

Tenant for Life empowered to mortgage the Estates for reimbursing Expenses of Act.

XIX. And be it enacted, That it shall be lawful for the said *William Henry Frederick Cavendish*, or other the Person for the Time being entitled, either at Law or in Equity, under the Limitations in the said in part recited Will contained, to the First Estate of Freehold in the Hereditaments comprised in the said Schedule to this Act, and if such Person shall be under the Age of Twenty-one Years then for his Guardian, by any Deed or Deeds in Writing, to be sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint all or any Part or Parts of the said Hereditaments comprised in the said Schedule to this Act to any Person or Persons whomsoever, for any Term or Terms of Years, without Impeachment of Waste, for securing the Amount of such Sum and Sums of Money, Costs, Charges, and Expenses aforesaid, when the same shall have been ascertained, taxed, and settled by the said

said Court of Chancery, and subject to a Proviso for the Cessor of such Term on Payment, by the Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the said Will, to the said *William Henry Frederick Cavendish*, his Executors, Administrators, or Assigns, of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, such Interest to be paid half-yearly; provided that the said *William Henry Frederick Cavendish* and other the Persons successively entitled under the said Will of the said *George Augustus Henry* Earl of *Burlington* to the Rents and Profits of the Lands and Hereditaments to be comprised in such Mortgage shall keep down the Interest which shall accrue during their respective Lives in respect of the Sum so to be secured as aforesaid, and shall be chargeable with such Interest during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall be recoverable against any Person who shall become entitled in remainder, for Interest accrued during the Estate of any Person or Persons entitled to any preceding Estate or Interest in the Premises under the said Will of the said *George Augustus Henry* Earl of *Burlington*, and in case at any Time or Times any such Arrear of Interest as last aforesaid shall have accrued, and shall have been paid by any Person entitled in Remainder as aforesaid, then and in every such Case it shall be lawful for the Person or Persons who shall have paid such Arrear of Interest to recover the Amount of the Arrear so paid from the Executors or Administrators of the Person during whose Tenancy of the preceding Estate such Arrear shall have accrued, by Action of Debt or on the Case.

As to Appointment of new Trustees.

XX. And whereas the said *George Augustus Henry* Earl of *Burlington* did by his said Will declare his Will and Mind to be, that if the Trustees by his said Will nominated and appointed, or any future Trustee or Trustees to be appointed as therein-after is mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, should die or be desirous of being discharged from, or refuse or decline or become incapable to act in, or be desirous to have any other Trustee or Trustees joined with him or them in the Execution of the Trusts thereby in them reposed as aforesaid, before the same Trusts should be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should and might be lawful to and for his Wife Lady *Elizabeth Cavendish*, afterwards Countess of *Burlington*, during her Life, and after her Decease to and for the Persons who should for the Time being be entitled under that his Will to the actual Possession or to the Receipt of the Rents and Profits of the several Manors and other Hereditaments in the Counties of *Buckingham*, *Hertford*, *Huntingdon*, and *Lancaster* therein-before devised in strict Settlement as therein and herein-before is mentioned or referred to, if such Persons should be of full Age, but if they should be under Age, then to and for their respective Guardians, by any Deed legally executed, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of or to act with the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act, or

or being desirous to have some other Trustee or Trustees appointed to act in conjunction with him or them as aforesaid; and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises which should then be vested in the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act, or being desirous to have some other Trustee or Trustees appointed to act in conjunction with him or them as aforesaid, should be thereupon, with all convenient Speed, conveyed, assigned, and transferred in such Sort and Manner, and so as that the same should and might be legally and effectually vested in the surviving or continuing Trustee or Trustees, or such new Trustee or Trustees, or if there should be no continuing Trustee or Trustees, then in such new Trustees only, and upon the same Trusts as were therein-before declared of and concerning the same Trust Estates, Monies, and Premises respectively, or such of the said Trusts as should or might be then subsisting and capable of taking effect, and that such new Trustee or Trustees should and might in all things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they should be so appointed in conjunction with the other then surviving or continuing Trustee or Trustees, if there should be any such surviving or continuing Trustee or Trustees, and if not, then by himself and themselves, respectively, as fully and effectually, and with all the same Powers and Authorities whatsoever, to all Intents, Effects, Constructions, and Purposes as if he or they had been originally in and by that his Will nominated a Trustee or Trustees: Be it enacted, That in case the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, or either of them, their or either of their Executors, Administrators, or Assigns, or any Trustees or Trustee to be appointed as herein-after is mentioned, or any of them, or their or any of their Executors, Administrators, or Assigns, shall die or desire to be discharged from or refuse or decline or become incapable to act in the Trusts, Powers, or Authorities hereby in them reposed or to them respectively given by this Act before the same shall be fully executed, then and in every such Case, and from Time to Time as often as the same shall happen, it shall be lawful for the Person or Persons for the Time being authorized by the said recited Will and the said last herein-before recited Power therein contained to nominate, substitute, or appoint a Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act in the Trusts, Powers, or Authorities in the same Will contained, also to nominate, substitute, or appoint a Person or Persons to be a Trustee or Trustees of this Act in the Place or Stead of the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, or either of them, their or either of their Executors, Administrators, or Assigns, or such future Trustee or Trustees as aforesaid, or any of their Executors, Administrators, or Assigns, or such One or more of them as shall so die or desire to be discharged, or refuse, decline, or become incapable to act as aforesaid; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created as fully and effectually to all

Intents, Effects, Constructions, and Purposes whatsoever as if he or they had been originally by this Act nominated a Trustee or Trustees.

Indemnity to Trustees.

XXI. And be it enacted, That the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, and each of them, and the Heirs, Executors, Administrators, and Assigns of them and of each of them, and other the Trustees or Trustee for the Time being of the said recited Will of the said *George Augustus Henry* Earl of *Burlington*, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of the Trusts, Powers, and Authorities hereby in them reposed as aforesaid, notwithstanding his or their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and that any one or more of them shall not be answerable for the others or other of them, but each and every of them only for his and their own Acts, Receipts, Neglects, or Defaults respectively, and that such Trustees or any of them shall not be answerable or accountable for any Misfortune, Loss, or Damage which may arise or occur in the Execution of the aforesaid Trusts, or in relation thereto, except the same shall happen through the wilful Neglect or Default of such Trustees respectively; and also that it shall and may be lawful to and for the said Trustees, and every or any of them, their and every of their Heirs and Assigns, by and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain to and reimburse themselves and himself respectively, and also to allow to their or his Co-trustee or Co-trustees, all Costs, Charges, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, or incur in and about the Execution of the Trusts, Powers, and Authorities of this Act, or in relation thereto.

Enabling the Most Noble William Spencer Duke of Devonshire to accept the Trust after the passing of this Act.

XXII. And whereas the said Most Noble *William Spencer* Duke of *Devonshire* hath not attended to signify his Acceptance of the Trusts hereby reposed in him: Be it therefore enacted, That it shall and may be lawful for the said Most Noble *William Spencer* Duke of *Devonshire* to signify his Acceptance of the same Trusts by any Writing under his Hand attested by Two or more Witnesses, and that One of such Witnesses shall and may make Affidavit of such Signature before a Master or Master Extraordinary of the High Court of Chancery; and in the meantime, and until such Affidavit shall be made and filed in the said Court, it shall not be lawful for the said Most Noble *William Spencer* Duke of *Devonshire* to act as a Trustee in the Execution of this Act, nor shall any of the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared during such Time as the said Most Noble *William Spencer* Duke of *Devonshire* shall omit or refuse to accept the said Trusts, and to cause Proof to be made of such Acceptance in manner before directed, be executed, exercised, and put in force, anything herein contained to the contrary thereof in anywise notwithstanding.

General Saving.

XXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons or Person, Bodies

Bodies Politic or Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Henry Frederick Cavendish*, and all and every other the Son and Sons hereafter to be born of the said *William Henry Frederick Cavendish*, and the Heirs Male of their and his Body and Bodies severally and respectively, and the said *Charles Compton Cavendish*, and all and every other the Sons and Son hereafter to be born of the said *Charles Compton Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *William George Cavendish*, and all and every the Son and Sons of the said *William George Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *Henry Frederick Compton Cavendish*, and all and every the Son and Sons hereafter to be born of the said *Henry Frederick Compton Cavendish*, and the Heirs Male of their and his Bodies and Body severally and respectively, and the said *Francis William Henry Cavendish*, and the First and other Sons of the said *Francis William Henry Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Charles William Cavendish*, and the First and other Sons of the said *Charles William Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *George Henry Cavendish* the Son of the said *Henry Frederick Compton Cavendish*, and the First and other Sons of the said *George Henry Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *George Henry Cavendish* (in the said recited Will described as the Second Son of his the said Testator's late Son the Honourable *William Cavendish*), and all and every the Son and Sons hereafter to be born of the said *George Henry Cavendish* and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Henry George Cavendish*, and the Heirs Male of his Body, and the said *James Cavendish*, and the Heirs Male of his Body, and the said *Arthur Cavendish*, and the Heirs Male of his Body, and the said *Walter Frederick Cavendish*, and the Heirs Male of his Body, and the said *Richard Cavendish* and the First and other Sons of the said *Richard Cavendish*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *William* Earl of *Burlington*, and all and every the Son and Sons hereafter to be born of the said *William* Earl of *Burlington*, and the Heirs Male of his and their Body and Bodies severally and respectively, and the said *Spencer Compton* Lord *Cavendish*, and the Heirs Male of his Body, and the said *Frederick Charles Cavendish*, and the Heirs Male of his Body, and the said *Edward Cavendish*, and the Heirs Male of his Body, and the said *William Spencer* Duke of *Devonshire* and *James* Lord *Dunfermline*, their Heirs and Assigns, *Charles William* Earl *Fitzwilliam* and *Thomas Brand*, and their Heirs and Assigns, and all and every other the Trustees or Trustee for the Time being of or under the said recited Will, and in respect of all their Estate and Interest whatsoever, and all and every other the Person and Persons to whom any Estate, Right, Title, Interest, and Inheritance shall have been devised or bequeathed, or descended or devolved, or shall descend or devolve, under or by virtue of the said recited Will of the said *George Augustus Henry* Earl of *Burlington*,

lington, and the right Heirs of the said Testator,) all such Estate, Right, Title, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises or any of them, as they, every or any of them, might have had in case this Act had not been passed.

Act as printed by Queen's Printer to be Evidence.

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

The SCHEDULE to which the foregoing Act refers.

Hilton Farm near to Yarm in the County of York, containing Two hundred and eighty-four Acres Two Roods and Four Perches of Arable, Meadow, and Pasture Land, little more or less, with the Farm-house, Cottage, Barn, Stables, and other Outbuildings, in the Occupation of Francis Coates as Tenant from Year to Year at the Rent of Two hundred and forty-nine Pounds and Eight Shillings.

John Simpson.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.