ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 9.

An Act to enable the Trustees of the Settlement made in pursuance of the Will of *George Granville* late Duke of *Sutherland*, to grant or demise for a long Term of Years to the *Staffordshire Potteries* Waterworks Company certain Springs and Reservoirs of Water in Lands in the Parishes of *Caverswall* and *Stone* in the County of *Stafford*, comprised in the said Settlement, and certain Waterworks, Rights, and Privileges for supplying with Water the Towns of *Longton* and *Lane End* in the said County, and several Townships or Places near thereto; and to enable the said Trustees to take Shares in the said Company, and to advance Money to the said Company on Mortgage; and for other Purposes.

[28th *July* 1849.]

Will of George Granville Duke of Sutherland,

WHEREAS the Most Noble *George Granville* late Duke of *Sutherland* (deceased), then Marquess of the County of *Stafford*, by his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *November* One thousand eight

dated 28th Nov. 1827.

eight hundred and twenty-seven, gave and devised all his Freehold and Copyhold Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, with their respective Rights, Members, and Appurtenances, (except his Estates at *Westhill* in the Parish of *Wandsworth* in the County of *Surrey* and at and in the Neighbourhood of *Lichfield*, and also except his Heritable Property in *Scotland*,) unto and to the Use of the Most Noble *Henry Charles* Duke of *Norfolk* (then the Right Honourable *Henry Charles Howard*) commonly called Earl of *Surrey*, and *James Loch*, now of *Albemarle Street* in the County of *Middlesex*, then of *Bloomsbury Square* in the same County, Esquire, their Heirs and Assigns, upon trust to settle and assure the same, by such Deeds and Assurances as Counsel should advise, to the Use of his Son, now the Most Noble *George Granville* Duke and Earl of *Sutherland* (then the Lord *Gower*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to each Son of the said *George Granville* Duke and Earl of *Sutherland* to be born during the Life of the said Testator, for the Life of such Son, without Impeachment of Waste, and after the Decease of such Son to his First and other Sons successively in Tail Male, so that the elder of the Sons of the said *George Granville* Duke and Earl of *Sutherland* to be born during the Life of the said Testator (if more than One), and his First and other Sons, and the Heirs Male of their respective Bodies, might take before the younger of the said Sons of the said *George Granville* Duke and Earl of *Sutherland* to be born during the Life of the said Testator, and his and their respective First and other Sons, and the Heirs Male of their respective Bodies, with Remainder to the Son and Sons of the said *George Granville* Duke and Earl of *Sutherland* to be born after the said Testator's Decease successively in Tail Male, with Remainder to his Second Son, now the Right Honourable *Francis Egerton* Earl of *Ellesmere* (then Lord *Francis Leveson Gower*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Honourable *George Granville Francis Egerton* commonly called Viscount *Brackley*, eldest Son of the said *Francis Egerton* Earl of *Ellesmere* (then the Honourable *George Granville Francis Leveson Gower*, and therein called the Honourable *George Leveson Gower*, eldest Son of the said Lord *Francis Leveson Gower*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said Viscount *Brackley* successively in Tail Male, with Remainder to the Honourable *Francis Egerton*, Second Son of the said *Francis Egerton* Earl of *Ellesmere* (then and therein called the Honourable *Francis Leveson Gower*, Second Son of the said Lord *Francis Leveson Gower*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said *Francis Egerton* successively in Tail Male, with Remainder to the Honourable *Algernon Fulke Egerton*, Third Son of the said *Francis Egerton* Earl of *Ellesmere* (therein called the Honourable *Algernon Leveson Gower*, Third Son of the said Lord *Francis Leveson Gower*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said *Algernon Fulke Egerton* successively in Tail Male, with Remainder to each Son of the said *Francis Egerton* Earl of *Ellesmere* to be thereafter born during the Life of the said Testator, for the Life of such Son, without Impeachment of Waste, and

and after the Decease of such Son to his First and other Sons successively in Tail Male, so that the elder of the Sons of the said *Francis Egerton* Earl of *Ellesmere* to be thereafter born during the Life of the said Testator (if more than One), and his First and other Sons, and the Heirs Male of their respective Bodies, might take before the younger of the said Sons of the said *Francis Egerton* Earl of *Ellesmere* to be thereafter born during the Life of the said Testator, and his and their respective First and other Sons, and the Heirs Male of their respective Bodies, with Remainder to the Son and Sons of the said *Francis Egerton* Earl of *Ellesmere* to be born after the said Testator's Decease successively in Tail Male, with Remainder to the Right Honourable *Granville* Earl *Granville* (since deceased), then Viscount *Granville*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Right Honourable *Granville George* now Earl *Granville*, eldest Son of the said *Granville* Earl *Granville* (then and therein called the Honourable *Granville George Leveson Gower*, eldest Son of the said Viscount *Granville*), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said *Granville George* Earl *Granville* successively in Tail Male, with Remainder to the Honourable *William Henry Leveson Gower* (since deceased) (Second Son of the said *Granville* Earl *Granville*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said *William Henry Leveson Gower* successively in Tail Male, with Remainder to the Honourable *Frederick Edward Leveson Gower* (Third Son of the said *Granville* Earl *Granville*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the First and every other Son of the said *Frederick Edward Leveson Gower* successively in Tail Male, with Remainder to each Son of the said *Granville* Earl *Granville* to be thereafter born during the Life of the said Testator, for the Life of such Son, without Impeachment of Waste, and after the Decease of such Son to his First and other Sons successively in Tail Male, so that the elder of the Sons of the said *Granville* Earl *Granville* to be thereafter born during the Life of the said Testator, if more than One, and his First and other Sons, and the Heirs Male of their respective Bodies, might take before the younger of the said Sons of the said *Granville* Earl *Granville* to be born during the Life of the said Testator, and his and their respective First and other Sons, and the Heirs Male of their respective Bodies, with Remainder to the Son and Sons of the said *Granville* Earl *Granville* to be born after the Decease of the said Testator successively in Tail Male, with Remainder to the right Heirs of the said Testator; and the said Testator further declared his Will to be, that in the Settlement so to be made as aforesaid there should be inserted Powers for the several Tenants for Life in possession or in immediate Remainder upon an Estate for Life in possession (except his said Son *George Granville* Duke and Earl of *Sutherland*), but as to a Tenant for Life in remainder with the Consent of his Parent Tenant for Life in possession, and without Prejudice to the prior Estate, to jointure, and to charge with a Portion or Portions for any Daughter or Daughters, younger Son or younger Sons, and an annual Sum or annual Sums for his, her, or their Maintenance and Education, until the vesting of such Portion

or

or Portions respectively, similar as to the Amount of the respective Charges, and in all other respects as nearly as might be, to the Powers of jointuring and charging with Portions and annual Sums for Maintenance and Education limited to his Son the said *George Granville* Duke and Earl of *Sutherland* in and by the Settlement of Estates in the Counties of *Salop* and *Stafford* executed in contemplation of his Marriage with the Honourable *Harriet Elizabeth Georgiana Howard* his Wife, which Settlement is in the said Will mentioned to bear Date the Twenty-eighth Day of *May* One thousand eight hundred and twenty-three, and as to any such Charge or Charges to be made by any such Tenant in remainder as aforesaid to be either absolute or to be made to depend as to the whole or any Part thereof on his becoming entitled in possession (but with a Proviso that it should not be lawful for his Son the said *Francis Egerton* Earl of *Ellesmere*, or for the said *Granville* Earl *Granville*, to exercise the said Power of jointuring in favour of his then present Wife, or to exercise the said Power of charging with Portion in favour of any Daughter or younger Son by his then present Wife), and with further Provisions limiting as therein mentioned the Amounts with which the said Estates should be charged by virtue of the said Power of jointuring and charging with Portions; and the said Testator further directed, that in the Settlement so to be made as aforesaid there should also be contained Powers for the several Tenants for Life in possession, and for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minorities of Tenants for Life and Tenants in Tail Male by Purchase in possession, to grant Mining Leases and other Leases and Powers for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent of Tenants for Life in possession, to enfranchise and to sell and exchange, similar as nearly as the Case would admit to the Powers of leasing, enfranchising, selling, and exchanging respectively contained in the said Settlement on the Marriage of the said *George Granville* Duke and Earl of *Sutherland*, and with similar Provisions, Declarations, and Agreements as nearly as the Case would admit in relation thereto; and the said Testator further declared his Will to be, that in the Settlement so to be made of his said Estates as aforesaid there should be contained proper Limitations to Trustees for preserving contingent Remainders, and proper Clauses, Declarations, and Agreements for enabling the Trustees to be therein named to execute and perform the several Trusts or Powers to be in them respectively reposed or vested, and for the Appointment of new Trustees in the room of any Trustee or Trustees dying or desiring to be discharged from or becoming incapable to act in the Trusts or Powers, and for the Indemnity of the Trustees, and for the authorizing them to reimburse themselves the Expenses to be incurred in the Execution of the Trusts or Powers, and also all such further and other Clauses, Declarations, Powers, Provisoes, and Agreements, for the Convenience, Use, or Benefit of all or any of the Parties interested under such Settlement, or for better effectuating the Purposes thereof, as the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor,

vivor, or their or his Counsel in that Behalf should think proper and reasonable, or as are usual in like Cases: And whereas the said Testator died on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-three, without having revoked or altered his said Will: And whereas the said *George Granville* Duke and Earl of *Sutherland* has Four Sons, namely, the Right Honourable *George Granville William Sutherland Leveson Gower* (commonly called Marquess of the County of *Stafford*) his First Son (who was born in the Lifetime of the said Testator), the Right Honourable *Frederick George Sutherland Leveson Gower* (commonly called Lord *Frederick George Sutherland Leveson Gower*) his Second Son (who was also born in the Lifetime of the said Testator), the Right Honourable *Albert Sutherland Leveson Gower* (commonly called Lord *Albert Sutherland Leveson Gower*) his Third Son (who was born after the Decease of the said Testator, and after the Date and Execution of the Indenture of Release and Settlement next herein-after recited), and the Right Honourable *Ronald Charles Sutherland Leveson Gower* (commonly called Lord *Ronald Charles Sutherland Leveson Gower*) his Fourth Son (who was also born after the Decease of the said Testator, and after the Date and Execution of the said Indenture of Release and Settlement next herein-after recited), and the said *George Granville* Duke and Earl of *Sutherland* has not had any other Son or Sons: And whereas the said *George Granville William* Marquess of the County of *Stafford*, and the said Lord *Frederick George Sutherland Leveson Gower*, Lord *Albert Sutherland Leveson Gower*, and Lord *Ronald Charles Sutherland Leveson Gower*, are respectively under the Age of Twenty-one Years, and Bachelors, except the said *George Granville William* Marquess of the County of *Stafford*, who has no Male Issue: And whereas the said Viscount *Brackley* has One Son, the Honourable *Francis Charles Granville Egerton*, an Infant under the Age of Twenty-one Years, and a Bachelor, and he the said Viscount *Brackley* has not had any other Male Issue: And whereas the said *Francis Egerton* Earl of *Ellesmere* has had Issue since the Date of the said Will the Honourable *Arthur Frederick Egerton* (his Fourth Son), who was born in the Lifetime of the said Testator, and the Honourable *Granville Egerton* (his Fifth Son), who has been born since the Decease of the said Testator, and since the Date and Execution of the said Indenture of Release and Settlement next herein-after recited, and the said *Francis Egerton* Earl of *Ellesmere* has not had any other Son or Sons: And whereas the said *Francis Egerton*, *Algernon Fulke Egerton*, *Arthur Frederick Egerton*, and *Granville Egerton* are respectively Bachelors, and the said *Arthur Frederick Egerton* and *Granville Egerton* are respectively under the Age of Twenty-one Years: And whereas the said *William Henry Leveson Gower*, the Second Son of the said *Granville* Earl *Granville*, died in the Year One thousand eight hundred and thirty-three, without Issue Male: And whereas the said *Granville* Earl *Granville* died on or about the Eighth Day of *January* One thousand eight hundred and forty-six, without having had any Son or Sons born after the Date of the said Will: And whereas neither the said *Granville George* Earl *Granville*, the First Son of the said *Granville* Earl *Granville*, nor the said *Frederick Edward Leveson Gower*, the Third Son of the said *Granville* Earl *Granville*, has had any Male Issue:

Indentures of Lease and of Release and Settlement made in pursuance of Will of Testator, dated 3d and 4th Nov. 1834.

And whereas by an Indenture of Release and Settlement bearing Date the Fourth Day of *November* One thousand eight hundred and thirty-four, grounded as a Release on a Lease for a Year bearing Date the Third Day of the same Month, the Release and Settlement being made between the said *Henry Charles* Duke of *Norfolk* (then Earl of *Surrey*) and *James Loch* of the First Part, the said *George Granville* Duke and Earl of *Sutherland* (then and therein styled Duke of *Sutherland*) of the Second Part, and the said *Granville* Earl *Granville* of the Third Part, in pursuance and execution of the Trust or Direction declared or contained in the said Will of the said Testator for making a Settlement of the said Hereditaments devised by the same Will for an Estate in Fee Simple to the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, as herein-before is mentioned, divers Manors or Lordships therein particularly mentioned, including the Manors or Lordships of *Trentham* and *Normacot* otherwise *Normicot* in the said County of *Stafford*, with their respective Rights, Members, and Appurtenances, and the Capital Messuage or Mansion House in *Trentham* aforesaid called *Trentham Hall*, with the Park, Pleasure Grounds, Woods, Waters, Offices, Gardens, Demesne Lands, and Appurtenances thereunto belonging, and all such and so many and such Part and Parts of the Messuages, Farms, Lands, Tenements, and other Hereditaments particularly mentioned in the Second Schedule thereunder written or thereunto annexed as were not of Copyhold or Customary Tenure, and all and singular other the Freehold Hereditaments whatsoever (if any) by the said Will of the said Testator devised unto and to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for an Estate of Inheritance in Fee Simple, upon the Trusts herein-before mentioned, (except certain Hereditaments respectively contracted to be sold by the said Testator, as therein mentioned,) together with their Rights, Members, and Appurtenances, were conveyed and settled by the said *Henry Charles* Duke of *Norfolk* and *James Loch*, with the Privity and Approbation of the said *George Granville* Duke and Earl of *Sutherland*, to the Use of the said *George Granville* Duke and Earl of *Sutherland* and his Assigns for his Life (without Impeachment of Waste), with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *George Granville* Duke and Earl of *Sutherland*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the said *George Granville William* Marquess of the County of *Stafford* (the First Son of the said *George Granville* Duke and Earl of *Sutherland*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch* and their Heirs for the Life of the said *George Granville William* Marquess of the County of *Stafford*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *George Granville William* Marquess of the County of *Stafford* severally and successively in Tail Male, with Remainder to the Use of the said Lord *Frederick George Sutherland Leveson Gower*, therein called Lord *Frederick George Leveson Gower*, (the Second Son of the said *George Granville* Duke and Earl of

of *Sutherland*,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said Lord *Frederick George Sutherland Leveson Gower*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said Lord *Frederick George Sutherland Leveson Gower* severally and successively in Tail Male, with Remainder to the Use of the Third Son and every other Son of the said *George Granville* Duke and Earl of *Sutherland* thereafter to be born severally and successively in Tail Male, with Remainder to the Use of the said *Francis Egerton* Earl of *Ellesmere*, therein called Lord *Francis Egerton*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Francis Egerton* Earl of *Ellesmere*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the said Viscount *Brackley*, the First Son of the said *Francis Egerton* Earl of *Ellesmere*, (then *George Granville Francis Egerton*, and therein called *George Egerton*, the First Son of the said Lord *Francis Egerton*,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said Viscount *Brackley*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said Viscount *Brackley* severally and successively in Tail Male, with Remainder to the Use of the said *Francis Egerton* (the Second Son of the said *Francis Egerton* Earl of *Ellesmere*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Francis Egerton*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *Francis Egerton* severally and successively in Tail Male, with Remainder to the Use of the said *Algernon Fulke Egerton*, therein called *Algernon Egerton*, (the Third Son of the said *Francis Egerton* Earl of *Ellesmere*,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Algernon Fulke Egerton*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *Algernon Fulke Egerton* severally and successively in Tail Male, with Remainder to the Use of the said *Arthur Frederick Egerton* (the Fourth Son of the said *Francis Egerton* Earl of *Ellesmere*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Arthur Frederick Egerton*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *Arthur Frederick Egerton* severally and successively in Tail Male, with Remainder to the Use of the Fifth Son and every other Son of the said *Francis Egerton* Earl of *Ellesmere* thereafter to be born severally

and

and successively in Tail Male, with Remainder to the Use of the said *Granville* Earl *Granville* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Granville* Earl *Granville*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the said *Granville George* Earl *Granville* (then commonly called Viscount *Leveson*, the First Son of the said *Granville* Earl *Granville*,) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Granville George* Earl *Granville*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *Granville George* Earl *Granville* severally and successively in Tail Male, with Remainder to the Use of the said *Frederick Edward Leveson Gower* (therein called the Second Son of the said *Granville* Earl *Granville*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, for the Life of the said *Frederick Edward Leveson Gower*, upon trust to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other Son of the said *Frederick Edward Leveson Gower* severally and successively in Tail Male, with Remainder to the Use of the Third Son and every other Son of the said *Granville* Earl *Granville* thereafter to be born severally and successively in Tail Male, with Remainder to the Use of the right Heirs of the said Testator; and in the said Indenture now in recital are contained Powers of jointuring and charging with Portions for younger Children as therein directed by the said Will; and in the same Indenture now in recital are contained Powers of granting Mining Leases for Terms not exceeding Sixty Years, Powers of granting Leases generally for Terms not exceeding Twenty-one Years, and Powers of granting Building and Repairing Leases for Terms not exceeding Ninety-nine Years; and in the said Indenture now in recital is contained a Power enabling the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times, with the Consent of the Person who should by virtue of or under the Limitations therein-before contained be for the Time being entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the said Manors or Lordships and other Hereditaments therein-before limited in strict Settlement, such Consent to be testified by some Writing sealed and delivered by the Person giving the same in the Presence of and attested by Two or more credible Witnesses, to dispose of and convey, either by way of absolute Sale, or in Exchange for or in lieu of other Manors, Lands, or Hereditaments to be situated somewhere in that Part of *Great Britain* called *England* or in the Principality of *Wales*, all or any Part of the said Manors or Lordships and other Hereditaments therein-before limited in strict Settlement, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent or Recompence in Manors, Lands,

or

or Hereditaments as to them, the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable, and for the Purpose of effecting any such Sale or Exchange, but not for any other Purpose, empowering the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, with such Consent and so testified as therein-before mentioned, by any Deed or Deeds or Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and to be attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisoes therein-before limited and declared, or to be limited and declared under the Powers of jointuring and charging therein-before contained of or concerning the said Premises, or any Part or Parts, Parcel or Parcels thereof, but subject and without Prejudice as therein mentioned, and by the same or any other Deed or Deeds or Instrument or Instruments in Writing to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the said Premises, or any Part or Parts, Parcel or Parcels thereof, which it should be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate any such Sales or Exchanges as therein-before mentioned; and it was thereby declared, that upon any such Exchange as therein-before mentioned it should be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, to give or receive any Sum or Sums of Money by way of Equality of Exchange, and also that upon Payment of the Money arising by Sale of the said Premises or any Part thereof, or to be received for Equality of Exchange, as aforesaid, or any Part thereof, it should be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sign and give Receipts for the same, and that such Receipts should be sufficient Discharges to the Person or Persons to whom the same should be given for the Money therein respectively acknowledged or expressed to be received, and that such Person or Persons, his or their Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see to the Application thereof; and it is by the said Indenture now in recital also declared, that when all or any Part or Parcel of the said Manors or Lordships and other Hereditaments therein-before limited in strict Settlement should be so sold for a valuable Consideration in Money, or any Money should be so received for Equality of Exchange, as therein-before is mentioned, the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, should with all convenient Speed lay out and invest the Money to arise by such Sale or Sales, or to be so received for Equality of Exchange, as therein-before is mentioned, in the Purchase of other Manors, Lands, or Hereditaments in Fee Simple in possession, to be situate somewhere in that Part of *Great Britain* called *England* or in the Principality of *Wales*, of a clear and indefeasible Estate of Inheritance, or of Lands of a Leasehold or Copyhold Tenure convenient to be

be held therewith, or with the Lands and Hereditaments therein-before settled, yet so as that any such Purchase during the Life of any Person who for the Time being by virtue of or under the Limitations therein-before contained would have been entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the Hereditaments which should have been so sold or conveyed in Exchange, if the same had not been sold or exchanged, should be made, with the Consent of such Person, if of full Age, testified by some Writing under his Hand, and if such Person should be under the Age of Twenty-one Years, then with the Consent in Writing of his Guardian or Guardians, testified by some Writing under his or their Hand or Hands; and it is by the Indenture now in recital further declared, that they the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should settle and assure, or cause to be settled and assured, as well the Manors, Lands, or Hereditaments so to be purchased, as the Manors, Lands, or Hereditaments to be vested in them the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, his Heirs, Executors, Administrators, or Assigns, in Exchange, as therein-before is mentioned, to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Conditions, and Agreements, as are in and by the Indenture now in recital limited, expressed, and declared, or should, under the said Powers of jointuring and charging, or either of them, have been limited, expressed, or declared, of and concerning the said Manors or Lordships and other Hereditaments therein-before limited in strict Settlement, or as near thereto as the Deaths of Parties and other intervening Accidents would admit of; and it is by the said Indenture now in recital declared, that it should be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, by and out of the Monies to arise from any such Sale or Sales, or to be received for Equality of Exchange, as aforesaid, to pay any Sum or Sums of Money which upon any Exchange to be made in exercise of the aforesaid Power in that Behalf should or might be payable by the Trustee or Trustees for the Time being acting in the Exercise of the same Power, by way of Equality of Exchange; and it is by the said Indenture now in recital further declared, that it should be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, or the Executors or Administrators of such Survivor, upon the Request of any Person who should for the Time being by virtue of or under the Limitations therein-before contained be entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the Hereditaments which should be subject to the Uses of the said Indenture now in recital, to apply any Sum or Sums of Money to arise by any such Sale or Exchange as aforesaid, or any Part thereof, in or towards paying off and discharging any Mortgage or Mortgages, or other Charge or Charges, or Incumbrance or Incumbrances, which should or might affect all or any of the Hereditaments which should then be subject to the Uses of the said Indenture now in recital, instead of laying out the same in the Purchase of Lands or Hereditaments, pursuant

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to the Direction therein-before in that Behalf contained; and it is by the said Indenture now in recital further declared, that until the Money arising by such Sale or Sales as aforesaid, or to be received for Equality of Exchange as aforesaid, should be disposed of in the Manner therein-before mentioned, it should be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, and the Survivor of them, and the Executors or Administrators of such Survivor, by and with the Consent and Approbation of the Person who for the Time being by virtue of or under the Limitations therein-before contained should be so entitled in possession as Tenant for Life, as therein-before mentioned, if there should be any such Person, and such Person should be of full Age, and if not, at the Discretion of such Trustees or Trustee for the Time being, to place out such Sum or Sums of Money at Interest, either in the Parliamentary Stocks or Public Funds or upon Government or Real Securities in *England* or *Wales*, in the Names or Name of such Trustees or Trustee for the Time being, and to alter, vary, transfer, and dispose of the said Stocks, Funds, and Securities as Occasion should require; and it is by the said Indenture now in recital declared, that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities should go and be paid to such Person or Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the Manors or Hereditaments to be purchased therewith would have gone or been payable or applicable in case such Purchase or Purchases and Settlement as aforesaid had been then actually made; and it is by the Indenture now in recital declared, that if the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or either of them, or any future Trustee or Trustees to be appointed as therein-after is mentioned, should happen to die, or be desirous of being discharged of and from or become incapable to act in the Trusts or Powers thereby in them reposed or to them given as aforesaid, before the said Trusts or Powers should be fully executed, performed, or discharged, or become incapable of effect, then and in such Case and so often as the same should happen it should and might be lawful to and for the surviving or continuing Trustees or Trustee for the Time being, by any Deed or Deeds or Instrument or Instruments in Writing, to be sealed and delivered by them, him, or her in the Presence of and to be attested by Two or more credible Witnesses, 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 the Trustee or Trustees so dying or desiring to be discharged or becoming incapable to act 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, if any, which should then be vested in the Trustee or Trustees so desiring to be discharged or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee or Trustees, or in the surviving Trustee or Trustees, or in the Heirs, Executors, or Administrators of the last surviving Trustee, (as the Case might be,) should with all convenient Speed be conveyed and 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 and such new or other Trustee or

Trustees,

Trustees, or if there should be no surviving or continuing Trustee then in such new Trustee or Trustees only, upon the same Trusts as are therein-before declared of and concerning the same respectively, or such of the same Trusts as should or might be then subsisting; and it is by the said Indenture now in recital declared, that the Trustee or Trustees so to be nominated, substituted, or appointed as aforesaid should and might in all things act and assist in the Management, carrying on, and Execution of the Trusts or Powers 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, and if not, then by himself or themselves, as fully and effectually, and should and might have and exercise or join in exercising the same Powers of leasing and selling or exchanging, and other Power or Powers, Authority or Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by the said Indenture now in recital nominated Trustee or Trustees, and as the Trustee or Trustees named in the said Indenture now in recital, his or their Heirs, Executors, or Administrators, were or was enabled to do or could or might have done under and by virtue of the said Indenture now in recital, if then living, and continuing to act in the Trust or Powers thereby reposed in or limited or given to him or them: And whereas the Pieces or Parcels of Land and Hereditaments particularly mentioned and comprised in the First Schedule to this Act, are situate at or near *Meir* in the several Parishes of *Caverswall* and *Stoke-upon-Trent* in the County of *Stafford*, and are Part of the Hereditaments which were devised by the said Will of the said *George Granville* late Duke of *Sutherland*, and which are comprised in the said recited Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and thirty-four: And whereas in or about the Year One thousand eight hundred and seventeen the said *George Granville* late Duke of *Sutherland* (then Marquess of the County of *Stafford*) caused a Reservoir, called the *Meir Reservoir*, and other Works, to be constructed in or upon some of the said Pieces or Parcels of Land at or near *Meir* aforesaid particularly mentioned and comprised in the said First Schedule to this Act, for the Purpose of collecting the Water arising from certain Springs which naturally arise in the same, and of supplying the Inhabitants of Part of the Township of *Normacot* in the Parish of *Stone* in the County of *Stafford*, and of the Towns or Villages of *Longton* and *Lane End* in the said County of *Stafford*, with Water, for the Consumption of their Families and the Use of their Manufactories, and he also, for the Purposes of such Supply, caused Aqueducts and Pipes to be laid down within Parts of the Township of *Normacot* which were Part of the Hereditaments devised by the said Will and comprised in the said Indenture of Settlement, and he also, under or by virtue of the Liberties and Privileges granted to him, his Heirs and Assigns, by the Indenture next herein-after recited, caused Aqueducts and Pipes to be laid down within the Manor of *Longton*, which includes the said Towns or Villages of *Longton* and *Lane End*: And whereas by an Indenture bearing Date the First Day of *January* One thousand eight hundred and seventeen, and made between Sir *John Edensor Heathcote* of *Longton Hall* in the said County

Grant by Sir John E. Heathcote to George

County of *Stafford*, Knight, Lord of the Manor of *Longton* in the said County of *Stafford*, of the one Part, and the said *George Granville* late Duke of *Sutherland* (then Marquess of the County of *Stafford*) of the other Part, after reciting that the said *George Granville* late Duke of *Sutherland* was the Owner and Proprietor of certain Meadows lying in the Parish of *Caverswall* aforesaid, then in the Occupation of *Lydia Hollins* as Tenant thereof, and usually called the *Meadow* and the *Babb's Meadow*, (being Parcel of the said Pieces of Land particularly mentioned and comprised in the said First Schedule to this Act,) wherein certain Springs of Water naturally arose, from which the said *George Granville* late Duke of *Sutherland* intended (by means of Pipes laid under Ground) to supply the Inhabitants of the neighbouring Town or Village of *Lane End* and its Vicinity with Water, and after reciting that the said Town or Village of *Lane End* lay within the said Manor of *Longton*, and that the said *George Granville* late Duke of *Sutherland* had therefore applied to the said Sir *John Edensor Heathcote*, as Lord of the said Manor of *Longton*, to grant unto him the said *George Granville* late Duke of *Sutherland* the Liberties, Powers, Authorities, and Privileges therein-after contained and expressed and herein-after recited, at or for the yearly Rent or Payment therein-after reserved and made payable, it is witnessed, that for a nominal Consideration the said Sir *John Edensor Heathcote*, so far only as he was empowered to do at Law or in Equity, did give, grant, bargain, sell, and confirm unto the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns, full, free, and perpetual, but not exclusive, Liberty, Power, and Authority for him, them, and every of them, either personally or by means of his, their, or any of their Agents, Servants, or Workmen, from Time to Time and at all Times thereafter to enter and come into and upon the Roads, Highways, Footways, Streets, Lanes, Passages, and other public Places, being Parcel of the Waste Lands of the said Manor of *Longton*, and every Part thereof, at his or their free Wills and Pleasures, for all or any of the Purposes therein-after mentioned, and from Time to Time and at all Times thereafter, at his, their, or any of their proper Costs and Charges, to form, complete, maintain, and continue Waterworks, Aqueducts, and Pipes upon or within the said Roads, Highways, Footways, Streets, Lanes, Passages, and other public Places, being Parcel of the Waste Lands of the Manor of *Longton* aforesaid, for the Purpose of conducting the aforesaid Water to and through the said Town or Village of *Lane End*, and supplying the Inhabitants of the said Town or Village therewith, and for the Purposes aforesaid or any of them to dig and break up the Soil and Pavement of any of the said Roads, Highways, Footways, Streets, Lanes, Passages, and other public Places, (being Parcel of the Waste Lands aforesaid,) and therein to sink, lay, and form Main Pipes, Branch Pipes, and other necessary Works, and to affix Cocks, Stopcocks, Plugs, Pumps, and other Conveniences to and upon such Pipes and other Works, in such Places and Manner as should be requisite for the Purposes aforesaid or any of them, and from Time to Time to alter the Position of and to repair, renew, maintain, and make good such Pipes and other Works, with their Appendages, and generally to perform and execute within the said Roads, Highways, Footways, Streets, Lanes, Passages, and other

Granville late Duke of Sutherland, of Liberty to lay down Pipes within the Manor of Longton, dated 1st Jan. 1817.

other public Places (being Parcel of the Waste Lands of the said Manor of *Longton*) all such other Acts, Matters, and Things as might be necessary or convenient for making, completing, amending, repairing, altering, enlarging, improving, and using the several Works for which the aforesaid Privileges were thereby granted, or (if it should be so thought expedient) for suspending, stopping, or wholly discontinuing the same Works or any of them, and removing the Materials thereof, at his, their, or any of their free Wills and Pleasures, he the said *George Granville* late Duke of *Sutherland*, his Heirs and Successors, doing in every Case as little Damage in the Execution of the said Privileges as the Nature of such Case would allow, to hold the same unto the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns, for ever, yielding and paying unto the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton* for the Time being, the perpetual yearly Rent or Sum of Five Pounds and Five Shillings, by Two even and equal Portions in every Year, (that is to say,) on the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March*, the first half-yearly Payment whereof was to be made upon the Twenty-ninth Day of *September* next ensuing the Date of the said Indenture now in recital; and in the same Indenture is contained a Proviso, that it should not be lawful for the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, by virtue or under the Authority of the Indenture now in recital, to use, exercise, or enjoy the Liberties, Powers, and Authorities thereby granted, or any of them, within or upon any Waste Lands in the said Manor of *Longton* which lay nearer to *Longton Hall* aforesaid than the Southernmost Corner of a Close of Land belonging to and occupied by the said *George Granville* late Duke of *Sutherland*, and adjoining to the Road from *Longton Hall* to *Lane End*, and commonly called the *Little Cockstow*, anything therein-before contained to the contrary in anywise notwithstanding, and also that nothing therein-before contained should extend or be construed to extend to hinder or prevent the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton* for the Time being, from executing and performing within the Waste Lands of the said Manor any Acts or Works which he or they lawfully might or could have done in case the Indenture now in recital had not been made, and which it might thereafter be practicable to perform, consistently with the Preservation of the said intended Waterworks, nevertheless he and they respectively causing as little Injury to arise by the Execution and Performance of any such Acts or Works to the said intended Waterworks of the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, as the Nature of the Case would possibly allow, and at his and their own Costs and Charges making good without Delay all such Injury and Damage as might in any such Case arise or happen to the said then intended Waterworks of the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns; and by the said Indenture now in recital the said *George Granville* late Duke of *Sutherland*, for himself, his Heirs, Executors, and Administrators, covenanted with the said Sir *John Edensor Heathcote*, his Heirs and Assigns, the Lords of the said Manor of *Longton* for the Time being, and to and with every of them, that he the said *George Granville* late Duke of *Sutherland*, his

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Heirs or Assigns, would pay or cause to be paid unto the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton* for the Time being, the said yearly Rent or Sum of Five Pounds and Five Shillings, therein-before reserved, at the Days and Times and in the Manner therein-before appointed for Payment thereof, and also that when and so often as the Soil or Ground of the said Waste Lands should be opened or broken up, under the Authority of the Indenture now in recital or in relation to the Works aforesaid, then and in every such Case the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, would afterwards cause such Ground to be properly filled up and secured, and the Rubbish occasioned by the breaking up of the same to be carried away, and the Roads which might be so broken up to be properly repaired, without any wilful or negligent Delay; and in the said Indenture now in recital is contained a Proviso or Condition, that if the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, should at any Time thereafter be minded and desirous to abandon and give up the future Exercise and Enjoyment of the several Liberties, Powers, and Authorities thereby granted, or intended so to be, and of such his or their Intention should cause Half a Year's Notice in Writing to be given under his or their Hand or Hands to the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton* for the Time being, that then and in such Case, upon and from such of the said half-yearly Days as might be expressed in the Notice to be given as aforesaid, all the Liberties, Powers, Authorities, Rents, Covenants, Provisoes, and Agreements in the said Indenture now in recital granted, reserved, and mentioned, and every other Matter, Clause, and Thing therein contained, should cease, determine, and be void, and have no longer or further Effect or Continuance (save and except so far only as might regard the Payment of all Arrears of the said reserved Rent up to and inclusive of the half-yearly Day to be expressed in such Notice as aforesaid); and it was thereby further provided, that in case the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, should at any Time thereafter cause such Notice as was therein-before mentioned to be delivered to the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton*, of his or their Intention to abandon and give up the future Exercise and Enjoyment of the said several Liberties, Powers, and Authorities thereby granted, then it should be lawful for the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton*, (if he or they should be so minded,) to purchase and take all such Pipes, Cocks, Plugs, Pumps, and other Machinery then belonging to the said then intended Waterworks of the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns, as might lie within the Limits of the said Manor of *Longton*, at a fair Valuation to be made thereof by Two competent Referees, one of them to be appointed by each of the Parties interested in the Matter aforesaid, or in case of the Disagreement of such Two Referees, then by such Umpire as they might nominate for the Purpose; but it was thereby declared and agreed that the said Sir *John Edensor Heathcote*, his Heirs or Assigns, the Lords of the said Manor of *Longton*, should not be entitled to avail himself or themselves of such Privilege of purchasing the several Articles aforesaid, unless he or they, within Two Calendar Months next after

after receiving such Notice of Abandonment, should cause a Notice in Writing under his or their Hand or Hands, expressing his or their Intention to purchase and take the several Articles aforesaid, to be delivered to the said *George Granville* late Duke of *Sutherland*, his Heirs or Assigns: And whereas the Liberties and Privileges granted by the said last-recited Indenture are Part of the Hereditaments devised by the said Will, and comprised in the said Indenture of Settlement: And whereas the said *George Granville* late Duke of *Sutherland* during his Life continued to supply the Inhabitants of *Longton* and *Lane End* aforesaid, and of Part of the Township of *Normacot* aforesaid, with Water, by means of the said Waterworks, Aqueducts, and Pipes, and the said *George Granville* now Duke and Earl of *Sutherland* has since the Decease of his said late Father continued such Supply: And whereas the Pieces or Parcels of Land and Hereditaments particularly mentioned and comprised in the Second Schedule to this Act are situate in the Township of *Normacot* aforesaid in the Parish of *Stone* in the said County of *Stafford*, and are Part of the Hereditaments which were devised by the said Will and comprised in the said recited Indenture of Settlement: And whereas in or about the Year One thousand eight hundred and thirty-eight the said *George Granville* Duke and Earl of *Sutherland* caused a Reservoir called the *Furnace Reservoir* and other Works to be constructed in or upon certain Parts of the said Pieces or Parcels of Land in the Township of *Normacot* particularly mentioned and comprised in the said Second Schedule to this Act, for the Purpose of collecting the Water arising from certain Springs or Streams which naturally arise in or flow into the same, and thereby increasing the Supply of Water to the Inhabitants of the said Township of *Normacot* and the said Towns or Villages of *Longton* and *Lane End*, and he also for the Purposes of such Supply caused additional Aqueducts and Pipes to be laid down, not only within the Manor of *Longton* aforesaid but also within certain Parts of the Township of *Normacot* which are Part of the Hereditaments devised by the said Will of the said *George Granville* late Duke of *Sutherland*, and comprised in the said Indenture of Settlement: And whereas the Pieces or Parcels of Land and Hereditaments particularly mentioned and comprised in the Third Schedule to this Act are situate at or near *Wall Grange* in the Parish of *Leek* in the said County of *Stafford*, and are Part of the Hereditaments which were devised by the said Will and comprised in the said Indenture of Settlement: And whereas by the "*North Staffordshire* Railway Act, 1847," the *North Staffordshire* Railway Company were authorized to make and maintain, among other Lines and Branch Lines of Railway therein mentioned, a Railway called the *Churnet Valley* Line, from the *Macclesfield* Branch of the late *Manchester and Birmingham* Railway at or near *Macclesfield* to join the *Birmingham and Derby* Line of the *Midland* Railway in the Parish of *Willington* in the County of *Derby* and also in the Parish of *Burton-on-Trent* in the County of *Stafford*, and also a Branch Railway from the last-mentioned intended Railway in the Parish of *Uttoxeter* in the County of *Stafford* to *Stoke-upon-Trent* in the same County; and by the said Act, after reciting (among other things) that the said Branch Railway to *Stoke-upon-Trent* (Part of the *Churnet Valley* Line) was intended to be carried at a short Distance to the

North Staffordshire Railway Act, 1847. 10 & 11 Vict. c. 108.

the Northward of a certain Reservoir and Spring of Water in the Parish of *Caverswall* in the County of *Stafford* standing and arising in the Lands of the said *George Granville* Duke and Earl of *Sutherland* (thereby meaning the said *Meir Reservoir*), from which Reservoir the Inhabitants of Part of the Township of *Normacot* and of the populous Towns of *Longton* and *Lane End* in the *Staffordshire Potteries* were supplied by the said Duke and Earl of *Sutherland* with Water, for the Consumption of their Families, and for the Use of their Manufactories, and that the constant Supply of such Water was consequently of great Importance, and it might happen that by the Execution of the said Branch Railway the Supply of Water to such Reservoir would be either cut off or diminished, and reciting that it had been ascertained that the Quantity of Water flowing into the said Reservoir from the said Spring was at the Rate of Ninety Imperial Gallons *per* Minute, it was enacted, that at all Times thereafter the Quantity of Water ascertained as aforesaid should, if possible, be constantly kept up and maintained by the said Railway Company at the Level of the then present Spring and Reservoir, for the Use and Benefit of the said Duke and Earl of *Sutherland*, his Heirs and Assigns, either in the said then present Reservoir or in some other Reservoir to be made and constructed in his or their Lands in the Parishes of *Caverswall* and *Stone*, or one of them, at the Expense of the said Railway Company, and that in the event of such other Reservoir being found necessary in order to maintain the constant Supply of the said ascertained Quantity of Water at such Level as aforesaid, then all Works requisite to be constructed for the Purpose of conveying the said Water from the new or other Reservoir into the then present Water Pipes of the said Duke and Earl of *Sutherland* should be made and completed at the Expense of the said Railway Company; and by the said Act now in recital it was enacted, that the said Railway Company should at all Times after the Completion of the said Branch Railway through the Lands of the said Duke and Earl of *Sutherland* in the said Parish of *Caverswall* leave for the said Duke and Earl of *Sutherland*, his Heirs and Assigns, all the surplus Water which should be found or arise in the said Lands from the cutting of the Railway therein, over and besides the constant Supply of the Quantity of Water already ascertained as before mentioned (save only any Part of the Surplus or Excess of Water beyond the said ascertained Quantity which the said Railway Company should actually use and consume for their own necessary Purposes): Provided always, that the said Railway Company should not be required to raise such surplus Water to the Level of the said then present Reservoir, but that such surplus Water should be conveyed away from the Line of the said Railway and the Works of the said Railway Company by and at the Expense of the said Duke and Earl of *Sutherland*, his Heirs or Assigns, or if the same or any Part thereof should not be conveyed away, the said Railway Company should be at liberty to consume or apply the same as they should think fit; and it was by the said Act now in recital further enacted, that the said Railway Company should pay to the said Duke and Earl of *Sutherland*, his Heirs or Assigns, ample Compensation for all Loss, Damage, and Injury sustained by reason of any Deficiency of the said ascertained Quantity of Water in the said present

present Reservoir occasioned by the Works of the Railway Company, from the Time of such Deficiency being occasioned until the constant Supply of the said ascertained Quantity of Water should have been restored to and for the Use of the said Duke and Earl of *Sutherland*, his Heirs or Assigns, either in the said then present Reservoir or some other Reservoir to be constructed as aforesaid, the Amount of such Compensation to be from Time to Time fixed by Arbitration in the Manner after mentioned, in case the Parties should not agree as to such Amount; and it was enacted, that in case the said Railway Company should fail, by the Construction and working of Engines or any other available Means (all which they were thereby required to use), to find and provide, for the Use of the said Duke and Earl of *Sutherland*, his Heirs and Assigns, a constant Supply of the said ascertained Quantity of Water to the said then present Reservoir, or some other Reservoir to be constructed as aforesaid, then and in such Case the Company should thereupon pay to the said Duke and Earl of *Sutherland*, his Heirs or Assigns, ample Compensation as for a permanent Loss of the Quantity of Water the Supply of which should be proved to be short and deficient of the said ascertained Quantity, and full Damages and Compensation for the diminished Value of the Works set up, used, or employed by him or them, and for all other Loss and Damage sustained by him or them in relation thereto, and the Amount of such Compensation, Damages, and Loss to be fixed by Arbitration, in the Manner, and with, under, and subject to all the Rules and Regulations, prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the Settlement by Arbitration of Compensation for the Purchase and taking of Lands otherwise than by Agreement: And whereas in pursuance of the said "*North Staffordshire* Railway Act, 1847," a new Reservoir has lately been constructed in the Lands of the said Duke and Earl of *Sutherland*, in the Parish of *Caverswall* aforesaid, called the *Service Reservoir*, as well as a Tunnel and other Works, by means whereof a great Portion of the Water which formerly flowed into the said *Meir Reservoir* has been diverted into and collected in the said *Service Reservoir*, and Aqueducts and Pipes have been laid down within Parts of the said Parishes of *Caverswall* and *Stoke-upon-Trent* which were devised by the said Will and comprised in the said Indenture of Settlement, communicating with the Aqueducts and Pipes so as aforesaid laid down by the said *George Granville* late Duke of *Sutherland*: And whereas by the "*Staffordshire Potteries* Waterworks Act, 1847," after reciting therein, among other things, and incorporating therewith, the Acts of Parliament following, (that is to say,) the "Companies Clauses Consolidation Act, 1845," and the "Lands Clauses Consolidation Act, 1845," and certain Portions of the "Waterworks Clauses Act, 1847," it was enacted, among other things, that the said *George Granville* Duke and Earl of *Sutherland* and certain other Persons therein mentioned and referred to respectively should be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the Limits therein mentioned, which Limits include *Trentham* aforesaid, but do not include the Towns or Villages of *Longton* and *Lane End* or either of them, or the Townships of *Normacot* or *Meir* or either of them, and for making Waterworks for that Purpose, together with all proper

Staffordshire Potteries Waterworks Act, 1847. 10 & 11 Vict. c. 204.

proper Works and Conveniences connected therewith, according to the Provisions of the said therein recited Acts and of the Acts now in recital, and for the other Purposes therein and in the said therein recited Acts contained, and for the Purposes aforesaid, such Company was incorporated by the Name of the "*Staffordshire Potteries* Waterworks Company," with Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions contained therein and in the said Acts therewith incorporated; and it was thereby enacted, that the Capital of the said Waterworks Company should be Sixty thousand Pounds, and that the Number of Shares into which the said Capital should be divided should be Twelve thousand, and that the Amount of each Share should be Five Pounds; and it was by the said Act now in recital further enacted, that it should be lawful for the said Waterworks Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Twenty thousand Pounds, but no Part of such Sum should be raised until the whole of the said Capital of Sixty thousand Pounds should have been subscribed for, and One Half thereof should have been actually paid up; and after reciting, that inasmuch as the main Supply of Water for the Purposes of the Act now in recital was intended to be obtained from the Springs and Streams in the Estate of the said Duke and Earl of *Sutherland* at *Wall Grange* in the Parish of *Leek* and County of *Stafford* (thereby meaning the Lands and Hereditaments particularly mentioned and comprised in the Third Schedule to this Act), it was by the Act now in recital therefore enacted, that the said Duke and Earl, and his Heirs or Assigns, the Owners or Proprietors for the Time being of the Messuage or Tenement called *Wall Grange* aforesaid, should from Time to Time and at all Times have Power, by Writing under his or their Hand or Hands, to nominate some One Shareholder of the said Waterworks Company possessed of the requisite Number of Shares to be One of the Directors of the said Waterworks Company, and that the Person so nominated should for the Time being be invested with the same Powers and Authorities as if he had been chosen a Director by the Shareholders, and should whilst he continued to be so qualified remain One of the Directors, and in case of the Death, Resignation, or Disqualification of the Person so to be nominated the Vacancy in the Direction thereby occasioned should from Time to Time be supplied in the like Manner by the said Duke and Earl, his Heirs or Assigns, being such Owners or Proprietors as aforesaid, for the Time being, and every such Nomination of a Director to be made from Time to Time in pursuance of that Provision should be registered in the Books of the Company; and it was by the Act now in recital further enacted, that for the Purpose of supplying the Inhabitants within the Limits of the Act now in recital with Water it should be lawful for the said Waterworks Company, subject to the Provisions and Restrictions in the same Act contained, from Time to Time to divert and alter the Course of and to take and use the Waters of the several Springs and Streams described on the Plans therein referred to, and deposited in the Office of the Clerk of the Peace for the said County of *Stafford*, as intended to be taken for the Purposes of the Act now in recital, and situate in or upon the said Estate belonging to the said Duke and Earl of *Sutherland* called *Wall Grange*

Grange in the Parish of *Leek* in the said County of *Stafford*, and also from Time to Time to divert and alter the Course of and take and use the Waters of certain other Springs and Streams called *New Springs*, described on the said Plans as intended to be taken for the Purposes of the Act now in recital, and situate in or upon certain Lands in the said Parish of *Leek* adjoining or near to the said *Wall Grange* Estate, and to convey the Waters aforesaid by Pipes, Aqueducts, or Conduits to or into a Reservoir or Reservoirs, to be constructed by the said Waterworks Company at or near *Ladderedge* or *Ladderedge Common* in the Township of *Longsdon* in the said Parish of *Leek;* and it is by the said Act now in recital further enacted, that as a Compensation for any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works which should under the Provisions of the Act now in recital be made, constructed, and laid down in, upon, or under any Lands and Streams, the said Waterworks Company should yearly and every Year within which any such Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works should be continued in, upon, or under such Lands and Streams pay to the Owner of such Lands and Streams a Rent, to be fixed and determined conformably to and in such Manner as is directed by the "Lands Clauses Consolidation Act, 1845," relative to Compensation Monies for Lands taken or purchased otherwise than by Agreement, and in fixing and determining the Amount of such Rent there should from Time to Time be taken into consideration the Nuisance, Loss, Damage, and Inconvenience which such Owner or his Tenant might sustain by reason of the Works authorized by the said Act now in recital to be made, or by his being liable to have his Lands, or the Surface thereof, or the Crops growing thereon, disturbed, destroyed, damaged, or passed over or occupied by the said Waterworks Company, or their Workmen or Servants, or other Persons, in making, examining, repairing, cleansing, or renewing any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works, or otherwise in relation thereto; and the Rent to be so fixed and determined should not include, but be in addition to, Compensation for any Damage or Injury which should or might be done by the said Waterworks Company to any Lands or any Crops growing thereon, and also for the Use or Occupation of any Lands by the said Waterworks Company, and for any Soil, Trees, or other Things which might be removed and used by the same Company: And whereas by the "*Staffordshire Potteries* Waterworks Extension Act, 1849," after reciting, among other things, the said "*Staffordshire Potteries* Waterworks Act, 1847," and that the said several Towns, Hamlets, and Places therein and herein-after mentioned in or near the *Staffordshire Potteries* were inadequately supplied with Water, and that the Construction of Reservoirs, Aqueducts, and other Works for supplying the same with pure Water would be of great Advantage, Comfort, and Convenience to the Inhabitants thereof, it was enacted, that the Limits of the Act now in recital should comprise and include the Towns of *Longton* and *Lane End*, and the several Townships, Hamlets, or Vills of *Normacot*, *Meir*, and *Blurton*, all in the County of *Stafford;* and it was by the said Act now in recital further enacted, that it should be lawful for the said Waterworks Company to raise for the Purposes of the Act now in recital, in addition to any

Staffordshire Potteries Waterworks Extension Act, 1849. 12 & 13 Vict. c. 36.

Sums

Sums which they were already authorized to raise, any further Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, by the Creation of new Shares or Stock of the Company, upon such Terms and in such Manner as might have been or might be agreed upon at any General Meeting of the Company specially called for the Purpose, and the new Shares or Stock created by the Company under the Powers of the Act now in recital should become Part of the general Capital of the Company, provided always, that in the Creation of such new Shares or Stock no preference or guaranteed Shares to have Priority over the original Shares should be created or issued; and it was by the Act now in recital further enacted, that it should be lawful for the said Waterworks Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, but that no Part of such Sum should be borrowed until the whole of the said Capital of Ten thousand Pounds should have been subscribed for, and One Half thereof should have been actually paid up; and it was by the Act now in recital further enacted, that it should be lawful for the said Waterworks Company, with the Consent of the said *George Granville* Duke and Earl of *Sutherland* under his Hand and Seal, and subject to the Provisions and Restrictions contained in that and the said therein recited Act, and in the Acts incorporated therewith, from Time to Time to divert and alter the Course of and to take and use the Waters of the several Springs described on the Plans therein referred to, and deposited in the Office of the Clerk of the Peace for the said County of *Stafford*, as intended to be taken for the Purposes of the said Act now in recital, and situated in or upon Lands belonging to the said Duke and Earl of *Sutherland* at or near *Meir* in the Parish of *Caverswall*, and at or near *Normacot* in the Parish of *Stone*, (thereby meaning the Springs arising in the said Lands particularly mentioned and comprised in the said First and Second Schedules to this Act,) and to convey such Waters, by Pipes, Aqueducts, or Conduits, into a Reservoir or Reservoirs constructed or to be constructed at or near *Meir* and *Normacot* aforesaid; and it was by the Act now in recital further enacted, that it should be lawful for the said Waterworks Company, if they should think proper so to do, to purchase or take on Lease from the said Duke and Earl of *Sutherland* all his Estate and Interest of and in the said Reservoir situated at or near *Meir* aforesaid, and known by the name of the *Meir Reservoir*, and of and in the said Reservoir situated at or near *Normacot* aforesaid, and known by the name of the *Furnace Reservoir*, and also of and in the Buildings, Mains, Pipes, and other Works and Property, of whatever kind, belonging to or vested in the said Duke and Earl of *Sutherland*, and then used for the Purpose of supplying with Water the Inhabitants of the said Towns of *Longton* and *Lane End* and Places adjoining, and that for such Price and upon such Conditions as should be mutually agreed upon between the said Duke and Earl of *Sutherland* and the said Waterworks Company; and it was by the Act now in recital further enacted, that, if the said Duke and Earl of *Sutherland* and the said Company should so agree, the Consideration for the Purchase or Lease of the said Springs of Water, and the said Reservoirs, Works, and Property, might be either solely or in part an annual Sum of Money payable by the Company either

either in Perpetuity or for a Term of Years, and if the Consideration for the said Springs of Water, Reservoirs, Works, and Property should be an annual Sum of Money, such annual Sum should be secured by the Bond of the Company in a sufficient Penalty, and should constitute a Charge on the Capital of the Company in priority to any Charge to be created on the same Capital under the Act now in recital, or under any Act of Parliament relating to the said Waterworks Company which might be thereafter passed, and if at any Time such annual Sums should be unpaid for Thirty Days after the Day of Payment thereof, then, in addition to any other Remedy consequent on such Charge, the same should be recoverable from the said Waterworks Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or by Distress of the Goods and Chattels of the Company, which Distress might be managed, sold, and disposed of in like Manner, and with the like Powers in relation thereto, as Distresses for Rent reserved on common Demises are or for the Time being might be by Law managed, sold, and disposed of; and it was by the said Act now in recital provided and enacted, that from and after the passing of the Act now in recital, and after the said Duke and Earl of *Sutherland* should have been authorized by Parliament to sell or grant a Lease of the Reservoir and Spring of Water referred to in the "*North Staffordshire* Railway Act, 1847," and therein described as being situate in certain Lands of the said Duke and Earl of *Sutherland* in the Parish of *Caverswall*, the said Waterworks Company, and their Successors and Assigns, should and they were thereby required thenceforth to perform and do all and every the Acts, Matters, and Things directed by the said last-mentioned Act to be performed and done by the *North Staffordshire* Railway Company with reference to the said Reservoir and Spring of Water, and the said Waterworks Company should also at all Times and for ever thereafter indemnify the said Railway Company, and their Successors or Assigns, for all Damages, Costs, or Expenses suffered or sustained by them in consequence of the Nonperformance of such Acts, Matters, and Things, or any of them; and it was by the Act now in recital further enacted, that it should be lawful for the said Waterworks Company, subject to the Provisions and Restrictions contained in that and the said therein recited Act, and in the Acts incorporated therewith, to make and maintain the said Reservoir and other intended Works in the Line and Situation and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections, and to entér upon, take, and use such of the Lands, Streams, and Waters described on the said Plans, and in the Book of Reference deposited therewith, as should be necessary for that Purpose, or to agree for a Lease of such Lands, Streams, and Waters, and to take therefrom such Water as the said Waterworks Company might require for the Purposes of that and the said therein recited Act: And whereas the Continuance of the said Waterworks constructed by the said *George Granville* late Duke of *Sutherland* and the said *George Granville* now Duke and Earl of *Sutherland* respectively, and the supplying with Water the Inhabitants of the said populous Towns or Villages of *Longton* and *Lane End*, and the other Places hitherto supplied with Water by the said Duke and Earl, would be attended with great Inconvenience and Expense, and the Rents or Rates for such

such Supply of Water being generally of small Amount, the Collection thereof is attended with much Trouble and Difficulty, and it would therefore tend greatly to the Advantage of the Persons entitled under the Limitations contained in the said Will of the said *George Granville* late Duke of *Sutherland*, and the said Indenture of Settlement made in pursuance thereof, if the Trustees of the said Indenture of Settlement, with the Consent and Approbation of the Person who shall by virtue of or under the Limitations therein contained be for the Time being entitled to the actual Possession, or to the Receipt of the Rents and Profits, of the Hereditaments thereby limited in strict Settlement, were enabled to grant and demise unto the said *Staffordshire Potteries* Waterworks Company, for One thousand Years, or any other Term or Number of Years, the Springs arising in the said Pieces or Parcels of Land particularly mentioned and comprised in the said First Schedule to this Act, and also the said Reservoir called the *Meir Reservoir*, and the said Reservoir called the *Service Reservoir*, and also the Springs of Water arising in or flowing into the Lands particularly mentioned and comprised in the said Second Schedule to this Act, and the said Reservoir called the *Furnace Reservoir*, with all the Mains, Pipes, Apparatus, and other Works used in the said Waterworks, and the Liberties and Privileges granted to the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns, by the said recited Indenture of the First Day of *January* One thousand eight hundred and seventeen, and the Liberties and Privileges granted to the said *George Granville* Duke and Earl of *Sutherland*, his Heirs and Assigns, by the said "*North Staffordshire* Railway Act, 1847:" And whereas no Revenue or Profit has hitherto been derived by the said settled Estates from the said Springs and Streams arising or flowing in or from the said Lands particularly mentioned and comprised in the said Third Schedule to this Act, nor is any such Revenue or Profit likely to be derived therefrom, except by the Sale of such Springs and Streams to the said *Staffordshire Potteries* Waterworks Company, and it would tend to the Advantage of the Persons entitled under the Limitations contained in the said Will, and in the said Indenture of Settlement made in pursuance thereof, if the Trustees of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, were enabled to accept and take, in lieu of the Purchase Money for the Springs and Streams described on the Plans referred to in the said "*Staffordshire Potteries* Waterworks Act, 1847," as intended to be taken for the Purposes of that Act, and situate on the said Estate called *Wall Grange*, (being the Springs and Streams arising or flowing in or from the said Lands particularly mentioned and comprised in the said Third Schedule to this Act,) Shares in the said *Staffordshire Potteries* Waterworks Company, and to hold the same Shares for the Benefit of the Persons entitled under the Limitations of the said Indenture of Settlement, in manner herein-after mentioned: And whereas the carrying out the Objects of the said Waterworks Company will be very beneficial to the said settled Estates, and particularly to the said Mansion House at *Trentham*, which is a principal Residence of the said *George Granville* Duke and Earl of *Sutherland*, and is Part of the said Hereditaments devised by the said Will, and comprised in the said Indenture of Settlement made in pursuance thereof, and is also within the Limits of the said "*Staffordshire*

Lin *Potteries*

Potteries Waterworks Act, 1847," and it would tend to the Advantage of the Persons entitled under the Limitations contained in the said Will and in the said Indenture of Settlement if the Trustees of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, were enabled to advance and lend Money to the said *Staffordshire Potteries* Waterworks Company, for the Purposes of their said Undertaking, out of any Trust Monies in their Hands subject to be invested in the Purchase of Lands to be settled to the Uses of the said Indenture of Settlement, not exceeding the Amount herein-after mentioned: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Charles* Duke of *Norfolk* and *James Loch*, as such Trustees as aforesaid, the said *George Granville* Duke and Earl of *Sutherland* on behalf of himself and his said infant Sons, the said *Francis Egerton* Earl of *Ellesmere* on behalf of himself and his said infant Sons, the said *George Granville Francis Egerton* commonly called Viscount *Brackley* on behalf of himself and his said infant Son, the said *Algernon Fulke Egerton*, the said *Granville George* Earl *Granville*, and the said *Frederick Edward Leveson Gower*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and thirty-four, with the Consent and Approbation of the Person who shall by virtue of or under the Limitations therein contained be for the Time being entitled to the actual Possession, or to the Receipt of the Rents and Profits, of the Hereditaments thereby limited in that Settlement, such Consent and Approbation to be testified by some Writing sealed and delivered by the Person giving the same in the Presence of and attested by Two or more credible Witnesses, to grant and demise unto the said *Staffordshire Potteries* Waterworks Company, their Successors and Assigns, for the Term of One thousand Years, or any other Term or Number of Years, the Springs arising in the said Pieces or Parcels of Land at or near *Meir* aforesaid particularly mentioned and comprised in the said First Schedule to this Act, and also the said Reservoirs called the *Meir Reservoir* and the *Service Reservoir*, and also the Springs or Streams of Water arising in or flowing into the Lands at or near *Normacot* aforesaid, particularly mentioned and comprised in the said Second Schedule to this Act, and the said Reservoir called the *Furnace Reservoir*, with all the Buildings, Mains, Pipes, Apparatus, and other Works used in the said Waterworks, and the Liberties and Privileges granted to the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns, by the said recited Indenture of the First Day of *January* One thousand eight hundred and seventeen, and the Liberties and Privileges granted to the said *George Granville* Duke and Earl of *Sutherland*, his Heirs and Assigns, by the said "*North Staffordshire* Railway Act, 1847," with Power from Time to Time to divert and alter the Course of the said

Trustees of Settlement, with Consent of the Duke and Earl of Sutherland, &c., empowered to grant or demise to Staffordshire Potteries Waterworks Company Springs at Meir, Waterworks, &c.

said Springs or Streams, and to sink, in or under any Part of the said Lands, and to make or construct, Reservoirs therein or thereupon, and to take and use the Waters of the said several Springs or Streams, and to convey such Waters, by Pipes, Aqueducts, or Conduits, into the said Reservoirs called the *Meir Reservoir*, the *Furnace Reservoir*, and the *Service Reservoir*, or any of them, or into the Reservoirs so to be constructed as aforesaid, and with such other Powers and Provisions for obtaining Supplies of Water, and conveying the same to the Towns, Villages, Townships, and Places which the said Waterworks Company were by their said recited Acts authorized to supply with Water, and otherwise in relation thereto, as the Trustees or Trustee for the Time being exercising this present Power, with such Consent and Approbation as aforesaid, shall think fit.

Consideration for Grant or Demise may be an annual Rent.

II. And be it enacted, That if the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, and the said Waterworks Company, shall so agree, the Consideration for such Grant and Demise may be either solely or in part an annual Rent or Sum of Money payable by the said Waterworks Company, and that such annual Rent or Sum of Money may be made to diminish in proportion to any Diminution which in any Year or Years after such Grant or Demise shall have been granted may take place in the Supply of Water to be taken by the said Waterworks Company, their Successors or Assigns, under the said Grant and Demise.

Consideration to be a Charge on the Capital of the Waterworks Company.

III. And be it enacted, That if the Consideration Money for the said Grant and Demise shall be wholly or in part an annual Rent or Sum of Money, such annual Rent or Sum shall, if the said Waterworks Company shall so agree, be secured by the Bond of the said Waterworks Company in a sufficient Penalty; and such Bond, if given, shall constitute a Charge on the Capital of the said Waterworks Company in priority to any Charge to be created on the same Capital under their said recited Acts, or under any Act of Parliament relating to the same Company which may be hereafter passed; and if at any Time such annual Sums be unpaid for Thirty Days after the Day of Payment thereof, then, in addition to any other Remedy consequent on such Charges, the same shall be recoverable from the said Waterworks Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or by Distress of the Goods and Chattels of the same Company, which Distress may be managed, sold, and disposed of in like Manner, and with the like Powers in relation thereto, as Distresses for Rent reserved on common Demises are or for the Time being may be by Law managed, sold, and disposed of.

Demise may be made to cease on Failure of Springs.

IV. And be it enacted, That it shall be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, to provide in and by such Grant and Demise for the Cesser and Determination thereof, and

and of the Rent or annual Sum of Money thereby to be reserved or made payable, in case the said Springs or Streams of Water to be comprised in such Grant and Demise shall wholly fail.

Provisions in case Reservoirs damaged by working of Mines.

V. And be it enacted, That it shall be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, to provide in and by such Grant and Demise that if the said *Meir Reservoir* and the said *Furnace Reservoir*, or either of them, or any other Reservoir or Reservoirs to be constructed by the said Waterworks Company in pursuance of the said Grant and Demise, shall be damaged by the working of any Mines under the same, then and in such Case the Person or Persons for the Time being entitled under the Limitations of the said Indenture of Settlement shall, at his or their Costs and Charges, be bound to repair such Damage; and such Provisions, if inserted in such Grant and Demise, shall be binding upon the Persons entitled under the said Limitations.

Flow of Water from Normacot or Furnace Springs to be preserved.

VI. And be it enacted, That proper Provision shall be inserted in the said Grant and Demise for preventing the said Waterworks Company from increasing the present Flow of Water from the said Springs or Streams arising or flowing in or from the Lands at or near *Normacot* aforesaid, particularly mentioned and comprised in the said Second Schedule to this Act, and from raising so much Water from the said Springs arising in the said Pieces or Parcels of Land at or near *Meir* aforesaid, particularly mentioned and comprised in the said First Schedule to this Act, as may interfere with the perpetual and free Flow of Water from the *Normacot* or *Furnace* Springs to the Mills, Streams, and Waters now supplied therefrom.

Waterworks Company to be bound to pay Compensation for Damage.

VII. And be it enacted, That proper Provisions shall be inserted in the said Grant and Demise for binding and obliging the said Waterworks Company to pay to the Person or Persons for the Time being entitled under the Limitations of the said Indenture of Settlement, and his and their Tenants, full and ample Compensation for all Loss, Damage, or Injury occasioned by the carrying on of the Works of the said Waterworks Company, and for all Land permanently or temporarily occupied by the same Company, the Amount of such Compensation to be from Time to Time fixed by Arbitration, in case the Parties shall not agree as to the Amount thereof.

Waterworks Company to be bound to supply District in an effectual Manner.

VIII. And be it enacted, That proper Provisions shall be inserted in the said Grant and Demise binding and obliging the said Waterworks Company to supply, in as effectual a Manner as at present, all the District now supplied with Water from the said Springs and Reservoirs at or near *Meir* aforesaid, and at or near *Normacot* aforesaid.

Grant or Demise to contain a Clause for

IX. And be it enacted, That a Clause or Provision shall be inserted in the said Grant or Demise for avoiding the same on Nonpayment of the Rent or annual Sum of Money thereby reserved and made payable,

payable, or Breach of the Covenants or Agreements therein to be contained, on the Part of the said Waterworks Company, their Successors or Assigns.

avoiding the same, on Nonpayment of Rent, &c.

X. And be it enacted, That if the said Grant and Demise shall be made the said Waterworks Company shall execute a Counterpart of the same, and deliver the same to the Person or Persons who shall by virtue of or under the Limitations contained in the said Indenture of Settlement be for the Time being entitled to the actual Possession, or to the Receipt of the Rents and Profits, of the Hereditaments thereby limited in strict Settlement, and that the Certificate in Writing of the Person to whom the said Counterpart ought to be delivered, that he has received such Counterpart, shall be deemed full and conclusive Evidence that such Counterpart was executed and duly delivered.

Company to execute a Counterpart as Evidence thereof.

XI. And be it enacted, That it shall be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, to accept and take, in lieu of the whole or any Part of the Purchase Money for the Springs and Streams described in the Plans referred to in the said "*Staffordshire Potteries* Waterworks Act, 1847," as intended to be taken for the Purposes of the said Act, and situate on the said Estate called *Wall Grange*, being the Springs and Streams arising or flowing in or from the said Lands particularly mentioned in the said Third Schedule to this Act, Shares in the said Waterworks Company equivalent in Amount to the whole or such Part of the Purchase Money as shall be so taken, but not exceeding in the whole the Sum of One thousand five hundred Pounds, each Share being reckoned as of the Value of Five Pounds, and being deemed and taken to be fully paid up; and such Shares, if accepted and taken, shall be either retained by the said Trustees or Trustee for the Time being for such Time as they or he shall think fit, or shall be sold and disposed of by them or him, with such Consent and Approbation as aforesaid, in such Parcels or together, and at such Time or Times, as they or he shall, with such Consent and Approbation as aforesaid, think fit.

Trustees of Settlement empowered to take Shares in Waterworks Company.

XII. And be it enacted, That as well the Money to be produced by such Sale or Disposition as last aforesaid as such gross Sum or Sums of Money, if any, as shall be paid by the said Waterworks Company as a Consideration for such Grant or Demise as aforesaid, shall be held and applied upon and for the same Trusts and in the same Manner as the Money arising from Sales, or to be received for Equality of Exchange, under the aforesaid Power of Sale and Exchange contained in the said Indenture of Settlement, is therein directed to be held and applied.

Trust of Produce of Shares.

XIII. And be it enacted, That, until the Shares so to be taken as aforesaid shall be sold and disposed of, the Dividends arising therefrom shall go and be paid by the Trustees or Trustee for the Time being thereof to such Person or Persons, and be applied to and for such Intents and Purposes, and in such Manner, as the Rents, Issues, and Profits

Dividends on Shares.

Profits of the Hereditaments to be purchased with the Money arising from the Sale thereof would go or be payable or applicable in case such Purchase or Purchases, and Settlement, as in the said Indenture of Settlement mentioned or referred to, were actually made.

Trustees empowered to advance Money to Waterworks Company.

XIV. And be it enacted, That it shall be lawful for the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, with such Consent and Approbation as aforesaid, (at any Time or Times or from Time to Time,) to advance and lend to the said Waterworks Company, out of any Trust Monies from Time to Time in their or his Hands arising from Sales, or received or to be received for Equality of Exchange, under the aforesaid Power of Sale and Exchange contained in the said Indenture of Settlement, or from the Produce of the said Shares or any of them, any Sum or Sums of Money not exceeding Twenty thousand Pounds, at Interest, upon the Security of a Mortgage or Mortgages to be made or granted by the said Waterworks Company under the Authority of their said recited Acts or either of them, of Real Estate and Property of an adequate Value, and that the Interest of the Money so to be advanced and lent shall go and be paid by the said Trustees or Trustee for the Time being to such Person or Persons, and be applied to and for such Intents and Purposes, and in such Manner, as such Interest would go or be payable or applicable in case the Money so advanced and lent had been advanced and lent at Interest on Real Securities under the aforesaid Provisions in that Behalf contained in the said Indenture of Settlement.

Trustees Receipts to be Discharges.

XV. And be it enacted, That the Receipt or Receipts in Writing of the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, for any Sum or Sums of Money payable to them or him in the Execution of the Powers of this Act, shall be a good and effectual Discharge or good and effectual Discharges for the same respectively; and the Person or Persons to whom the same shall be given, his, her, or their Executors, Administrators, or Assigns, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money which shall be therein respectively expressed or acknowledged to be received.

Indemnity to Trustees.

XVI. And be it enacted, That the said *Henry Charles* Duke of *Norfolk* and *James Loch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement, shall be charged and chargeable respectively only for such Monies as they or he shall respectively actually receive by virtue of or under this Act, notwithstanding their or his giving or signing any Receipt or Receipts for the sake of Conformity; and any One of them shall not be answerable or accountable for the other of them, or for the Acts, Receipts, Neglects, or Defaults of the others or other of them, or for any Loss that may be sustained in the Execution of the Powers or Trusts hereby

hereby created, except the same shall happen by or through his or their own wilful Default respectively.

Powers in Settlement not to be affected.

XVII. Provided always, and be it enacted, That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Powers contained in the said Indenture of Settlement, or any of them, except so far as the same may be defeated or affected by the Exercise of any of the Powers in this Act.

As to Appointment of new Trustees.

XVIII. And be it enacted, That the said Power of appointing new Trustees contained in the said Indenture of Settlement shall be deemed and taken to authorize from Time to Time the Appointment of a new Trustee or new Trustees under this Act, in the same Manner as if the Trusts herein-before declared had been declared by the said last-mentioned Indenture.

Consent of Francis Egerton to be obtained.

XIX. And whereas the said *Francis Egerton* is at present abroad, and his Consent to this Act has not been proved: Be it enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *Francis Egerton*, or against his First or other Sons, or the Heirs Male of the Bodies of such First and other Sons respectively, until the said *Francis Egerton* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Francis Egerton*, and his First and other Sons, and the Heirs Male of the Bodies of such First and other Sons respectively, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; namely,

'I, the Honourable Francis Egerton, do hereby consent to an Act of 'Parliament passed in the Thirteenth Year of the Reign of Her 'Majesty Queen Victoria, intituled "An Act to enable the Trustees '"of the Settlement made in pursuance of the Will of George Gran-'"ville late Duke of Sutherland to grant or demise for a long Term of '"Years to the Staffordshire Potteries Waterworks Company certain '"Springs and Reservoirs of Water in Lands in the Parishes of '"Caverswall and Stone in the County of Stafford comprised in the '"said Settlement, and certain Waterworks, Rights, and Privileges for '"supplying with Water the Towns of Longton and Lane End in the '"said County, and several Townships and Places near thereto; and to '"enable the said Trustees to take Shares in the said Company, and '"to advance Money to the said Company on Mortgage; and for other '"Purposes." Given under my Hand, this Day of in 'the Year of our Lord One thousand eight hundred and .'

General Saving.

XX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors,

Executors, and Administrators, (other than and except the said *George Granville* Duke and Earl of *Sutherland*, the said *George Granville William* Marquess of the County of *Stafford*, and Lord *Frederick George Sutherland Leveson Gower*, and their respective First and other Sons, and the Heirs Male of the respective Bodies of such First and other Sons, the said Lord *Albert Sutherland Leveson Gower* and Lord *Ronald Charles Sutherland Leveson Gower*, and the Heirs Male of their respective Bodies, any future-born Son or Sons of the said *George Granville* Duke and Earl of *Sutherland*, and the Heirs Male of his or their respective Body or Bodies, the said *Francis Egerton* Earl of *Ellesmere*, the said *George Granville Francis Egerton* Viscount *Brackley*, the said *Francis Egerton*, the said *Algernon Fulke Egerton*, the said *Arthur Frederick Egerton*, the said *Francis Charles Granville Egerton*, and the Heirs Male of his Body, any future-born Son or Sons of the said *George Granville Francis Egerton* Viscount *Brackley*, and the Heirs Male of his or their Body or respective Bodies, the First and other Sons of the said *Francis Egerton*, *Algernon Fulke Egerton*, and *Arthur Frederick Egerton* respectively, and the Heirs Male of the respective Bodies of such First and other Sons, the said *Granville Egerton*, and the Heirs Male of his Body, any future-born Son or Sons of the said *Francis Egerton* Earl of *Ellesmere*, and the Heirs Male of his or their Body or respective Bodies, the said *Granville George* Earl *Granville*, the said *Frederick Edward Leveson Gower*, the First and other Sons of the said *Granville George* Earl *Granville*, and *Frederick Edward Leveson Gower* respectively, and the Heirs Male of the respective Bodies of such First and other Sons, the right Heirs of the said *George Granville* late Duke of *Sutherland*, and the said *Henry Charles* Duke of *Norfolk* and *James Loch*, their Heirs and Assigns, and all and every other Persons and Person to or on whom any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Estates devised by the said Will of the said *George Granville* late Duke of *Sutherland*, and comprised in the said Indenture of Settlement made in pursuance thereof, shall have been devised, bequeathed, or limited, or shall have devolved or descended, or shall devolve or descend,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the Hereditaments and Premises affected by this Act, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

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

XXI. 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.

SCHE-

SCHEDULES to which this Act refers.

The FIRST SCHEDULE.

Parish.	No.	Description of Premises.	A.	R.	P.	Present or late Occupier.
Caverswall -	40	Messuage and Little Croft -	0	3	38	Margaret Hilton.
	39	Long Croft - - -	0	3	22	
	38, 37	Near and Far Crofts - -	5	2	9	
	36	Green Field - - -	5	0	21	
	32	Wheat Field - - -	5	2	8	
	31	Clover Field - - -	2	3	18	Lydia Hollins.
	30, 29, 27	Meadow and Sites of Buildings now taken down.	10	1	10	
	28	Long Croft - - -	2	3	1	
	26	Park Close - - -	4	1	18	
	22	Little Coal Pit Piece - -	3	2	23	
	21	Babb's Meadow in Two Parts -	10	1	31	
	20	Pingle - - - -	2	3	2	
	19	Upper Barton Sitch - -	6	0	15	
	18	Lower Barton Sitch - -	4	2	21	
	17	Big Meadow in Two Parts -	8	2	39	
	16	Occupation Road dividing the Big Meadow.				
	21 a	The Meir Reservoir - -	-		-	The Duke and Earl of Sutherland.
Stoke-upon-Trent.	56	Far Mill Field - -	6	0	35	William Hanbury Sparrow.
	55	Near Mill Field - -				
	51	House Meadow - -	2	3	25	
		Occupation Road between Nos. 55 and 51.				

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The

The SECOND SCHEDULE.

Parish.	No.	Description of Premises.	A.	R.	P.	Present or late Occupier.
Stone -	213	Garden - - -	0	0	8	William Grindley.
	77	Garden Land - - -	0	0	26	John Hemmings.
	76	Crofts and Garden - -	3	1	37	Anne Mills.
	39	Croft - - - -	0	2	22	William Donkin.
	46	Croft - - - -	1	2	22	John Barker.
	35	Croft and Garden - -	0	2	9	George Bettany.
	43	Garden - - -	0	0	15	Enoch Lester.
	47	House and Land - -	1	0	21	Michael Lovatt or Samuel Hughes.
	34	House and Garden - -	0	0	31	Elijah Lockett.
	48	House and Garden - -	0	0	23	Elizabeth Dawson.
	33	House and Garden - -	0	0	6	James Carter.
	22	House and Garden - -	0	0	17	Francis Emery.
	24	House and Garden - -	0	1	35	Mary Dawson.
	25	House and Garden - -	0	0	29	James Bott.
	26 a	Croft - - -	0	3	6	William Burgess.
	46 a	The Furnace Reservoir -	-		-	The Duke and Earl of Sutherland.
		Occupation Roads.				

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The THIRD SCHEDULE.

Parish.	No.	Description of Premises.	A.	R.	P.	Present or late Occupier.
Leek -	25	Soils Wood - - -	23	1	10	The Duke and Earl of Sutherland.
	33	Sprink or Hollin Hay Wood -	24	2	3	
	34	Lower ditto - - -	7	0	22	
	37 & 38	Plantation on Ladderedge -	50	1	14	
	26	Abbot's Moor Meadow - -	9	2	36	Late Vernon Royle now Henry West.
	27	Senna's Meadow and Middle Soils.	32	3	13	
	29	Lower Hollin Hay - -	17	2	20	
	32	Far Hollin Hay - -	33	3	20	
	35	Long Eyes and Cranks -	19	1	7	
	39	Mudwell Meadow - -	2	2	34	

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