



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 7.

An Act to vary or extend certain borrowing Powers contained in the Settlement of the Duke of *Norfolk's* Estates, and for other Purposes.

[20th August 1860.]

WHEREAS by Indentures of Lease and Appointment and Release, bearing Date respectively the Twenty-ninth, Thirtieth, and Thirty-first Days of *May* One thousand eight hundred and thirty-nine, (the Indenture of Appointment and Release being made between the Most Noble *Bernard Edward* Duke of *Norfolk*, the Right Honourable *Henry Charles Howard* commonly called Earl of *Surrey* (only Son of the said Duke), and the Right Honourable *Charlotte* Countess of *Surrey* his Wife, and the Honourable *Henry Granville Howard* commonly called Lord *Fitzalan*, eldest Son of the said Earl and Countess of *Surrey*, of the First Part, the Right Honourable *Frederick William* Marquis of *Bristol* and *Henry Howard* Esquire of the Second Part, the said *Henry Howard* and *Edward Blount* Esquire and *John Wright*, Banker of the Third Part, and the Right Honourable *Charles John Howard* commonly called Lord Viscount *Andover*, eldest Son of the Right Honourable *Thomas* Earl of *Suffolk and Berkshire*, and *Philip Henry Howard* Esquire, of the Fourth Part, and being herein-after referred to as "the said Settlement of One thousand eight

Indentures of Lease and Appointment and Release, dated 29th, 30th, and 31st May 1839.

[Private.]

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The Norfolk Estates Act, 1860.

hundred and thirty-nine," all that the Castle of *Sheffield*, otherwise *Sheffeld*, with the Rights, Members, and Appurtenances thereof, in the County of *York*, and all those Manors of *Sheffield* otherwise *Sheffeld*, *Colly* otherwise *Cowley*, *Worral*, *Ecclesfield*, and *Treaton* otherwise *Treeton*, with their and every of their Rights, Members, and Appurtenances, in the said County of *York*, and all and every the Rights, Members, and Appurtenances to the said Castle and Manors respectively belonging or in anywise appertaining, or to or with the same held, used, occupied, or enjoyed, or accepted, reputed, deemed, or taken or known as Part, Parcel, or Member of the same, and all those the Rectories of *Sheffield* otherwise *Sheffeld* and *Ecclesfield*, with the Appurtenances, in the said County of *York*, and all and all Manner of Corn, Grain, and Hay and other Tithes whatsoever yearly growing in the Parishes of *Sheffield* otherwise *Sheffeld* and *Ecclesfield* in the said County of *York*, and also all those the Tolls, Dues, Customs, and Profits arising or becoming due or payable for or in respect of the Fairs held in *Sheffield* aforesaid, and of the Market there called *Sheffield* Market, and also all other the Castles, Baronies, Manors, Lands, Tenements, Mines, opened and unopened, Collieries, open and unopened, Tithes, Tolls, and Duties whatsoever, situate in (amongst other Places) *Sheffield* otherwise *Sheffeld* and *Brightside*, or either of them, or in any Parish to the same or either of them next adjoining, or elsewhere in the said County of *York*, which were comprised in certain Indentures therein-before mentioned, all which Lands were intended to be comprised and to be described in the First Part of the First Schedule thereto, were conveyed or otherwise assured and limited (but subject and without Prejudice to certain then existing Incumbrances therein particularly mentioned), and also subject to certain Terms of Ninety-nine Years and Two thousand Years therein particularly mentioned, and therein recited or stated to be limited by an Indenture of Settlement dated the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, therein mentioned, and having for the Object of the same Terms the securing the Payment to the said *Charlotte* Countess of *Surrey* of the annual Sum for Pin Money therein particularly mentioned, and also for securing to the younger Children of the Marriage of the said *Henry Charles* Earl of *Surrey* and *Charlotte* Countess of *Surrey* the Portion Sums therein particularly mentioned, to the Use of such Person or Persons, for such Estate or Estates, and in such Manner as the said *Bernard Edward* Duke of *Norfolk*, *Henry Charles* Earl of *Surrey*, and *Henry Granville* Lord *Fitzalan*, but during the Life of the said *Charlotte* Countess of *Surrey* with her Concurrence, should by Deed or Deeds, executed as therein mentioned, appoint (but which Power was never in any Manner exercised), and in default of and until such Appointment, and so far as every or any such Appointment should not extend,

The Norfolk Estates Act, 1860.

extend, to Uses for securing to the said *Henry Charles* Earl of *Surrey* an annual Rentcharge, which has ceased, and to the said *Charlotte* Countess of *Surrey*, in the Events which have happened, an annual Rentcharge of Five thousand Pounds by way of Jointure, which is now subsisting, and for securing to the said *Henry Granville* Lord *Fitzalan*, during the joint Lives of himself and of the said *Bernard Edward* Duke of *Norfolk* and *Henry Charles* Earl of *Surrey*, the annual Sums therein particularly mentioned, (all of which have ceased or become merged in the subsequent and now-existing Life Estate of the said *Henry Granville* Lord *Fitzalan*, now the Most Noble *Henry Granville* Duke of *Norfolk*;) and for securing to the Honourable *Edward George Fitzalan Howard* (the Second Son of the said *Henry Charles* Earl of *Surrey* and *Charlotte* Countess of *Surrey*) commonly called Lord *Edward George Fitzalan Howard* (but in the Indenture now in recital called Lord *Edward George Howard*) for his Life the several annual Sums therein particularly mentioned (and which were afterwards surrendered and released by him), and for securing to the Honourable *Bernard Thomas Fitzalan Howard* (the Third Son of the said *Henry Charles* Earl of *Surrey* and *Charlotte* Countess of *Surrey*) commonly called Lord *Bernard Thomas Fitzalan Howard* (but in the Indenture now in recital called Lord *Bernard Thomas Howard*) for his Life the several annual Sums therein particularly mentioned (but which afterwards ceased or became of no Effect by his Decease), and, subject as aforesaid, and to a Term of One thousand five hundred Years thereby created, and vested in the said *Charles John* Viscount *Andover* (now the Right Honourable *Charles John* Earl of *Suffolk* and *Berkshire*) and *Philip Henry Howard*, their Executors, Administrators, and Assigns, for securing the same several annual Sums, and also for securing the said Jointure Rentcharge to the Use of the said *Bernard Edward* Duke of *Norfolk* and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard*, *Edward Blount*, and *John Wright*, their Heirs and Assigns, during the Life of the said *Bernard Edward* Duke of *Norfolk*, upon trust to support contingent Remainders; with Remainder, after the Decease of the said *Bernard Edward* Duke of *Norfolk*, to the Use of the said *Henry Charles* Earl of *Surrey* and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard*, *Edward Blount*, and *John Wright*, their Heirs and Assigns, during the Life of the said *Henry Charles* Earl of *Surrey*, upon trust to support contingent Remainders, with Remainder, after the Decease of the said *Henry Charles* Earl of *Surrey*, to the Use of the said *Henry Granville* Lord *Fitzalan* and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard*, *Edward Blount*, and *John Wright*, their Heirs and Assigns, during the Life of the said *Henry Granville* Lord *Fitzalan*, upon trust to support contingent Remainders, with Remainder, after the Decease of the said *Henry Granville* Lord *Fitzalan*,

to

The Norfolk Estates Act, 1860.

to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the said Lord *Edward George Fitzalan Howard* and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount,* and *John Wright,* their Heirs and Assigns, during the Life of the said Lord *Edward George Fitzalan Howard,* upon trust to support contingent Remainders, with Remainder, after the Decease of the said Lord *Edward George Fitzalan Howard,* to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the said Lord *Bernard Thomas Fitzalan Howard* and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount,* and *John Wright,* their Heirs and Assigns, during the Life of the said Lord *Bernard Thomas Fitzalan Howard,* upon trust to support the contingent Remainders, with Remainder, after the Decease of the said Lord *Bernard Thomas Fitzalan Howard,* to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Fourth and every other Son successively in Tail Male of the said *Henry Charles Earl of Surrey* by the said *Charlotte Countess of Surrey,* and in default of such Issue to the Use of the First and every other Son successively in Tail Male of the said *Henry Charles Earl of Surrey* by any Woman or Women with whom he might thereafter intermarry, and for default of such Issue to the Use of the Second and every other Son of the said *Bernard Edward Duke of Norfolk* successively in Tail Male, and in default of such Issue to the Use of the said *Henry Howard,* Party thereto, and his Assigns during his Life, with a Limitation to the Use of the said *Edward Blount* and *John Wright,* their Heirs and Assigns, during the Life of the said *Henry Howard,* upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Henry Howard,* to the Use of the First and every other Son of the said *Henry Howard* successively in Tail Male and in default of such Issue to the Use of *Edward Gyles Howard* Esquire and his Assigns during his Life, and after his Decease to the Use of *Edward Henry Howard,* the eldest Son of the said *Edward Gyles Howard,* during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount,* and *John Wright,* their Heirs and Assigns, during the Life of the said *Edward Henry Howard,* upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Edward Henry Howard,* to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of *Charles Robert Howard* (the Second Son of the said *Edward Gyles Howard*) and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount,* and *John Wright,* their Heirs and Assigns, during the Life of the said *Charles Robert Howard,* upon trust to support the contingent Remainders, with

The Norfolk Estates Act, 1860.

with Remainder, after the Decease of the said *Charles Robert Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Third and every other Son of the said *Edward Gyles Howard* successively in Tail Male, and in default of such Issue to the Use of the Right Honourable *Thomas Earl of Suffolk and Berkshire* (Kinsman of the said *Bernard Edward Duke of Norfolk*) and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during the Life of the said *Thomas Earl of Suffolk and Berkshire*, upon trust to support contingent Remainders, with Remainder to the Use of the said *Charles John Howard* (commonly called *Charles John Viscount Andover*) and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during his Life, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Charles John Viscount Andover*, to the Use of the Honourable *Henry Charles Howard*, the eldest Son of the said *Charles John Viscount Andover*, and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during the Life of the said *Henry Charles Howard*, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Henry Charles Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Honourable *Greville Theophilus Howard*, the Second Son of the said *Charles John Viscount Andover*, and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during the Life of the said *Greville Theophilus Howard*, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Greville Theophilus Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Third and every other Son of the said *Charles John Viscount Andover* successively in Tail Male, and in default of such Issue to the Use of the Honourable *Henry Thomas Howard*, Second Son of the said *Thomas Earl of Suffolk and Berkshire*, and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during the Life of the said *Henry Thomas Howard*, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Henry Thomas Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Honourable *Richard Edward Howard*, the Third Son of the said *Thomas Earl of Suffolk and Berkshire*, during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount, and John Wright*, their Heirs and Assigns, during the Life of the said

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Richard

The Norfolk Estates Act, 1860.

Richard Edward Howard, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *Richard Edward Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Honourable *James Kenneth Howard*, the Fourth Son of the said *Thomas Earl of Suffolk and Berkshire*, and his Assigns during his Life, with a Limitation to the Use of the said *Henry Howard, Edward Blount*, and *John Wright*, their Heirs, and Assigns, during the Life of the said *James Kenneth Howard*, upon trust to support the contingent Remainders, with Remainder, after the Decease of the said *James Kenneth Howard*, to the Use of his First and every other Son successively in Tail Male, and in default of such Issue to the Use of the Fifth and every other Son of the said *Thomas Earl of Suffolk and Berkshire*, successively in Tail Male, and in default of such Issue to the Use of the right Heirs of the said *Henry Granville Lord Fitzalan* for ever; and in the said Settlement of One thousand eight hundred and thirty-nine were contained (amongst other Powers and Provisions) a Power to the said *Henry Howard, Edward Blount*, and *John Wright*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at such Request and by such Direction as therein mentioned, to sell any Part of the said Settled Estates to Railway or other Companies, and to apply the Proceeds of such Sales in the same Manner as was therein-after directed with respect to the Monies to arise by the Exercise of the Power of Sale, Exchange, and Enfranchisement therein-after contained, and to sell, exchange, and enfranchise any Part of the said Settled Estates, with a Declaration that the Monies to arise thereby, or a competent Part thereof, were to be applied in or towards the Discharge of the Incumbrances (if any) which should then affect any Part of the said Settled Estates, and that the Surplus of the said Monies should be invested in the Purchase of other Hereditaments, in manner in the said Indenture mentioned; and in the said Settlement of One thousand eight hundred and thirty-nine was also contained the special Power herein-after mentioned, that is to say, it was thereby expressly agreed and declared that it should be lawful for the said *Henry Howard, Edward Blount*, and *John Wright*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at the Request and by the Direction (to be signified in Writing) of the Person entitled to the First Estate of Freehold in the said Settled Premises, if such Person should be of full Age, but if such Person should be under the Age of Twenty-one Years then at the Request and by the Direction (to be signified in Writing) of the Guardian or Guardians of such Person, to apply any Monies or Funds in their or his Hands which should have arisen from any Sale, Exchange, or Enfranchisement of the said Settled Premises or any Part thereof to the enclosing, draining, or planting of any Part or Parts of the said Settled Estates, and to making Roads and requisite Buildings thereon,

and

The Norfolk Estates Act, 1860.

and effecting Repairs of Roads and Buildings, to the making and repairing Bridges and Sewers, to the forming Branch Railways or Tramroads, and the sinking Shafts for Mines, and the Construction and providing of all Buildings, Machinery, and Ways necessary for the working Mines and carrying away the Produce thereof, and to any other Object whatsoever which in the Judgment of the said Trustees or Trustee should tend or be conducive to the permanent Improvement and Benefit of the said Settled Estates or any Part or Parts thereof, and particularly to the effecting Objects with a view to which the Surrender of Leases should have been accepted and new Leases should have been granted, and Fines taken for granting the same, under the special Provisions for that Purpose therein contained, and to raise any Sum or Sums of Money not exceeding in the whole the Sum of Fifty thousand Pounds, beyond the Costs, Charges, and Expenses of raising the same, for or towards effecting any of the Objects or Improvements mentioned and referred to in this present Proviso, by One or more Mortgage or Mortgages of the said Hereditaments thereby settled, or any Part or Parts thereof, and for that Purpose to limit and appoint the Hereditaments proposed to be mortgaged to any Person or Persons, and his, her, or their Heirs, Executors, Administrators, or Assigns, in Fee, or for any Term or Terms of Years, subject to Redemption on Payment by the Person for the Time being entitled to the said Premises, subject to such Mortgage or Mortgages of the Monies which should be advanced, and Interest for the same, such Interest to be paid and kept down by the Person for the Time being entitled to the First Estate of Freehold in the said Premises; and it was thereby declared that the said Trustees or Trustee by whom any Sum or Sums should be raised as aforesaid should apply the same to the Purposes for which the same Sums should have been raised, and that the Receipt of the said Trustees or Trustee should be an effectual Discharge for the Monies which should be so raised, and should exonerate the Person or Persons advancing and paying the same from all Obligation of seeing to the Application thereof, and from all Liability for the Misapplication and Nonapplication thereof, and also from all Obligation of inquiring into the Expediency or Propriety of raising any such Monies, or of inquiring to what Amount Monies had been already raised under the said Proviso lastly therein-before contained; provided always, and it was thereby expressly agreed and declared, that it should be lawful for the said Trustees and Trustee (with the Consent of the Person or Persons whose Consent to the Exercise of the Power lastly therein-before contained was made necessary) to authorize any of the Objects thereby authorized to be effected to be effected wholly or in part by any other Person or Persons; and in the said Settlement of One thousand eight hundred and thirty-nine were contained Powers enabling the said *Henry Granville Lord Fitzalan* to charge any Part or Parts of the said Settled Estates with Pin Money, Jointure, and Portions upon his Marriage, in manner therein

The Norfolk Estates Act, 1860.

Indenture of Settlement on the Marriage of Henry Granville Lord Fitzalan, dated 18th June 1839.

therein mentioned: And whereas by Indenture dated the Eighteenth Day of *June* One thousand eight hundred and thirty-nine, being the Settlement executed by the said *Henry Granville Lord Fitzalan* in anticipation of his Marriage with *Augusta Mary Minna Catherine Lyons*, the Daughter of Sir *Edmund Lyons* Knight, the said *Henry Granville Lord Fitzalan*, in exercise of the Power vested in him by the Settlement of One thousand eight hundred and thirty-nine, duly charged the said Settled Estates with Pin Money, Jointure, and Portions in favour of the said *Augusta Mary Minna Catherine Lyons* his then intended Wife, and the Issue of the then intended Marriage, and for the Purpose of securing the same the said Settled Estates were limited for Terms of Ninety-nine Years, One hundred Years, and One thousand one hundred Years, of which said Term of Ninety-nine Years, *John Swarbreck Gregory* and *George Faulkner* Gentlemen were and are the Trustees, and of which said Term of One hundred Years *Robert Bayley Follett* Gentleman and *George Burrow Gregory*, Master of Arts, were and are the Trustees, and of which said Term of One thousand one hundred Years the said *Charles John Viscount Andover*, Lord *Edward George Fitzalan Howard*, the Right Honourable Sir *Robert Gordon* Knight, and the Honourable *Edward Ernest Villiers* were Trustees: And whereas the said Sir *Robert Gordon* and the Honourable *Edward Ernest Villiers* are since deceased, leaving the said *Charles John Viscount Andover* and Lord *Edward George Fitzalan Howard* them surviving: And whereas the First Part of the First Schedule to the said Settlement of One thousand eight hundred and thirty-nine comprised (among other Lands and Hereditaments) certain Property situate in the Parish and within the Town of *Sheffield*, under the Description following; that is to say, "The *King Street* and *Castle Street* Market with the Shops and Offices," containing One Rood and Twelve Perches, and "The *Sheffield Market* Buildings, comprising Butchers and other Shops, &c." containing Two Roods and Thirty-three Perches, and also the *Sheffield* Corn Exchange and Offices, and other Premises close adjoining the same Markets respectively: And whereas by Indenture of Appointment and Release and Assignment, bearing Date the Fifth Day of *May* One thousand eight hundred and forty-one, grounded in part on a previous Bargain and Sale for a Year, and endorsed on the said Settlement of One thousand eight hundred and thirty-nine, and made between the said *Bernard Edward* Duke of *Norfolk* of the First Part, the said *Edward Blount* and *John Wright* of the Second Part, the Right Honourable *Henry* Lord *Howard* and the Honourable *Henry Valentine Stafford Jerningham* of the Third Part, *Charles Few* of the Fourth Part; and the said *Henry Howard*, and the said *Henry Lord Howard* and *Henry Valentine Stafford Jerningham* of the Fifth Part, pursuant to a Power for that Purpose contained in the said Settlement of One thousand eight hundred and thirty-nine, the said *Henry Lord Howard* and *Henry Valentine Stafford Jerningham* were appointed Trustees,

Indenture of Appointment of new Trustees, dated 5th May 1841.

The Norfolk Estates Act, 1860.

Trustees, in the Room of the said *Edward Blount* and *John Wright*, to act in conjunction with the said *Henry Howard* for the several Purposes for which the said *Henry Howard*, *Edward Blount*, and *John Wright* became Trustees, by virtue of the said Settlement of One thousand eight hundred and thirty-nine; and in furtherance of the aforesaid Appointment all the Hereditaments which then stood limited and settled to the Uses which in and by the said Settlement of One thousand eight hundred and thirty-nine were limited and declared of and concerning the Freehold Hereditaments thereby settled, and which were then subsisting and capable of taking effect, were conveyed unto the said *Henry Howard*, *Henry Lord Howard*, and *Henry Valentine Stafford Jerningham*, and their Heirs, to the subsisting Uses of the said Settlement of One thousand eight hundred and thirty-nine: And whereas the said *Bernard Edward Duke of Norfolk* departed this Life, and thereupon the said *Henry Charles Earl of Surrey* succeeded to the Title of Duke of Norfolk, and became Tenant for Life in Possession of the said Settled Estates comprised in the said Settlement of One thousand eight hundred and thirty-nine, and the said *Henry Granville Lord Fitzalan* became commonly called Earl of *Arundel and Surrey*: And whereas by an Indenture bearing Date the Twelfth Day of *June* One thousand eight hundred and forty-six, also endorsed upon the said Settlement of One thousand eight hundred and thirty-nine, and expressed to be made between the said *Henry Charles Duke of Norfolk* of the First Part, the said *Henry Howard*, the said *Henry Lord Howard* by his then Title of Earl of *Effingham*, and the said *Henry Valentine Stafford Jerningham*, of the Second Part, the Honourable *Francis Leveson Gower* commonly called Lord *Francis Egerton*, and *John Abel Smith* of *Dale Park* in the County of *Sussex*, Esquire, and *William Sloane Stanley* of *Paultons* in the County of *Southampton*, Esquire, of the Third Part, pursuant to the Power of appointing new Trustees contained in the said Settlement of One thousand eight hundred and thirty-nine, the said Lord *Francis Egerton*, *John Abel Smith*, and *William Sloane Stanley* were appointed Trustees, in the Room and Stead of the said *Henry Howard*, *Henry Earl of Effingham*, and *Henry Valentine Stafford Jerningham*, for the several Purposes for which the said *Henry Howard*, *Henry Earl of Effingham*, and *Henry Valentine Stafford Jerningham* became Trustees as aforesaid, by virtue of the said Settlement of One thousand eight hundred and thirty-nine; and in furtherance of the said Appointment all the Hereditaments which then stood limited and settled or which were then intended to stand limited and settled to the Uses which in and by the said Settlement of One thousand eight hundred and thirty-nine were limited and declared of and concerning the Freehold Hereditaments thereby settled, and which were then subsisting and capable of taking effect, were conveyed and assured unto the said Lord *Francis Egerton*,

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John

The Norfolk Estates Act, 1860.

John Abel Smith, and William Sloane Stanley, and their Heirs, to the subsisting Uses of the said Settlement of One thousand eight hundred and thirty-nine: And whereas the said Henry Charles Duke of Norfolk departed this Life and thereupon the said Henry Granville Earl of Arundel and Surrey succeeded to the Title of Duke of Norfolk, and became and now is Tenant for Life in Possession of the Estates comprised in the said Settlement of One thousand eight hundred and thirty-nine: And whereas the Term of Ninety-nine Years mentioned in the said Settlement of One thousand eight hundred and thirty-nine as being created by the therein recited Settlement of the Twenty-sixth Day of December One thousand eight hundred and fourteen, for securing the Pin Money by the last-mentioned Indenture secured to the said Charlotte Countess of Surrey, afterwards Charlotte Duchess of Norfolk, ceased upon her becoming Duchess Dowager of Norfolk: And whereas the said Henry Granville Duke of Norfolk on the Nineteenth Day of June One thousand eight hundred and thirty-nine intermarried with the aforesaid Augusta Mary Minna Catherine Lyons, and had Issue by her Three Sons, and no more, namely, the Honourable Henry Fitzalan Howard now commonly called Earl of Arundel and Surrey, his eldest Son, the Honourable Lord Philip Thomas Fitzalan Howard, his Second Son, and the Honourable Lord Edmund Bernard Fitzalan Howard, his Third and only other Son, and which said Lord Philip Thomas Fitzalan Howard departed this Life on or about the Fourth Day of August One thousand eight hundred and fifty-five, an Infant of tender Years, and the said Henry Fitzalan Earl of Arundel and Surrey and Lord Edmund Bernard Fitzalan Howard are both Infants under the Age of Twenty-one Years: And the said Henry Granville Duke of Norfolk has had Issue by the said Augusta Mary Minna Catherine his Wife Eight Daughters, that is to say, the Honourable Victoria Alexandrina Fitzalan Howard, the Honourable Minna Charlotte Fitzalan Howard, the Honourable Mary Adeliza Fitzalan Howard, the Honourable Etheldreda Fitzalan Howard, the Honourable Philippa Fitzalan Howard, the Honourable Anne Fitzalan Howard, the Honourable Elizabeth Mary Fitzalan Howard, and the Honourable Margaret Fitzalan Howard, all of whom are now living, and are now Infants under the Age of Twenty-one Years, except the said Honourable Elizabeth Mary Fitzalan Howard, who departed this Life in the Month of March One thousand eight hundred and fifty-nine an Infant of tender Years: And whereas the said Lord Edward George Fitzalan Howard on or about the Twenty-second Day of July One thousand eight hundred and fifty-one intermarried with the Honourable Augusta Talbot, and hath Issue by her Two Sons, namely, the Honourable Charles Bernard Talbot Fitzalan Howard and the Honourable Francis Edward Fitzalan Howard, and no other Son, both of which Sons are Infants under the Age of Twenty-one Years:

And

The Norfolk Estates Act, 1860.

And whereas the said Lord *Bernard Thomas Fitzalan Howard* died on or about the Twenty-first Day of *December* One thousand eight hundred and forty-six, without having been married: And whereas the said *Henry Charles* Duke of *Norfolk* had no Son besides the said *Henry Granville* Duke of *Norfolk*, Lord *Edward George Fitzalan Howard*, and Lord *Bernard Thomas Fitzalan Howard*: And whereas the said *Bernard Edward* Duke of *Norfolk* had no Son besides the said *Henry Charles* Duke of *Norfolk*: And whereas the said *Henry Howard*, the Party to the said Settlement of One thousand eight hundred and thirty-nine, on or about the Sixth Day of *December* One thousand eight hundred and forty-nine intermarried with *Charlotte Caroline Georgiana Long*, and hath Issue by her Three Sons, and no more, namely, *Henry Charles Howard*, *Edward Stafford Howard*, and *Robert Mowbray Howard*, all of whom are Infants under the Age of Twenty-one Years: And whereas the said *Edward Gyles Howard* departed this Life on or about the Fifteenth Day of *June* One thousand eight hundred and forty: And whereas the said *Edward Henry Howard* is a Bachelor: And whereas the said *Charles Robert Howard* died in the Year One thousand eight hundred and thirty-nine, an Infant under the Age of Twenty-one Years, and unmarried: And whereas the said *Edward Gyles Howard* had no Son besides the said *Edward Henry Howard* and *Charles Robert Howard*: And whereas the said *Thomas* Earl of *Suffolk and Berkshire* died on or about the Fourth Day of *December* One thousand eight hundred and fifty-one, and had no other Son besides the said *Charles John* Viscount *Andover*, *Henry Thomas Howard*, *Richard Edward Howard*, and *James Kenneth Howard*, as mentioned in the Limitations of the said Settlement of One thousand eight hundred and thirty-nine: And whereas the said *Charles John* Viscount *Andover* (now the Right Honourable *Charles John* Earl of *Suffolk and Berkshire*) on or about the Second Day of *September* One thousand eight hundred and twenty-nine intermarried with *Isabella Catherine Mary Howard*, now the Countess of *Suffolk and Berkshire*, and hath Issue by her Four Sons and no more; namely, the said *Henry Charles Howard* (now Viscount *Andover*) and the said *Greville Theophilus Howard*, who are both of full Age and unmarried, and the Honourable *Bernard Thomas Howard* and the Honourable *Cecil Molyneux Howard*, both of whom are Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Henry Thomas Howard* on or about the Twenty-fourth Day of *April* One thousand eight hundred and forty-five intermarried with *Georgiana Maria Guise*, and died on or about the Twenty-ninth Day of *January* One thousand eight hundred and fifty-one, having had Issue by his said Wife Two Sons, and no more, namely, *Thomas Bowes Howard* and *Charles Henry Howard*, both of whom are Infants of tender Years: And whereas by an Order of the High Court of Chancery in a Matter of *Thomas Bowes Howard* and *Charles Henry Howard*, Infants, by the Honourable

The Norfolk Estates Act, 1860.

Honourable *James Kenneth Howard*, their next Friend, dated the Eleventh Day of *July* One thousand eight hundred and sixty, the Honourable *Charles Alexander Gore* was appointed Guardian of the said *Thomas Bowes Howard* and *Charles Henry Howard*, for the Purpose of watching over their Interests in the Matter of this Act, and assenting thereto on their Behalf: And whereas the said *Richard Edward Howard* is a Bachelor: And whereas the said *James Kenneth Howard* on or about the Tenth Day of *February* One thousand eight hundred and forty-five intermarried with the Honourable *Louisa Petty Fitzmaurice*, and hath Issue by her Three Sons, and no more, namely, *Kenneth Howard*, *Alan Howard*, and *Maurice Howard*, all of whom are Infants under the Age of Twenty-one Years: And whereas the said Lord *Francis Egerton*, who was afterwards created Earl of *Ellesmere*, departed this Life on or about the Eighteenth Day of *February* One thousand eight hundred and fifty-seven, and the said *William Sloane Stanley* departed this Life on or about the Eleventh Day of *April* One thousand eight hundred and sixty, leaving the said *John Abel Smith*, his Co-trustee of the said Settlement of One thousand eight hundred and thirty-nine him surviving: And whereas the Lands and Hereditaments situate in and near the said Town of *Sheffield*, and subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine, are of great and increasing Value, and the said Town of *Sheffield* is a large and improving Town, and the Trade and Population thereof have much increased for some Years past: And whereas a Portion of the Lands in *Sheffield* subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine consisted of Lands near the River *Dun* used for the Purposes of a Cattle Market, and it was found expedient to improve such Cattle Market by constructing a River Wall so as to embank the same from such River, which Work was completed by the said *Henry Charles Duke of Norfolk* in or about the Year One thousand eight hundred and fifty-one: And whereas a Portion of the Lands in *Sheffield* subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine are situate close to and on the Banks of the River *Dun* (which flows through that Town) on either Side of such River, and it became expedient to connect such Land, and at the same Time give increased Facility of Access from the Town of *Sheffield* to that Portion of such Land which lies on the North Side of such River, and accordingly a new Bridge was constructed by the said *Henry Charles Duke of Norfolk* over such River, so and at such Place as to effect such Objects as last aforesaid, which Bridge was completed in or about the Year One thousand eight hundred and fifty-five: And whereas another Portion of the Lands in *Sheffield* subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine was sold to the *Manchester, Sheffield, and Lincolnshire* Railway Company, for the Purpose of making a convenient Approach to the Station of such Company in *Sheffield*, and for other Purposes, which Approach

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The Norfolk Estates Act, 1860.

was constructed upon Arches, the Right of User of which Arches was agreed on such Sale to be reserved for the Benefit of the Persons interested under the said Settlement of One thousand eight hundred and thirty-nine, and it became expedient to enclose such Arches, and otherwise adapt the same for Purposes of letting, which was accordingly done in or about the Year One thousand eight hundred and fifty-six: And whereas the *King Street* and *Castle Street* Market and the *Sheffield* Market respectively (herein-before referred to) were inconveniently constructed for the carrying on of the Business conducted therein, and the Approaches thereto were narrow and inconvenient, and it became expedient that the same should be re-constructed and rebuilt on an improved Plan, and as to the Market then known as the *King Street* and *Castle Street* Market upon an improved Site, and so as to be near to the *Sheffield* Corn Exchange, herein-before referred to, and that a Post Office and Exchange Rooms should be erected on the Site of a Part of such Markets, all which was completed in or about the Year One thousand eight hundred and fifty-six: And whereas the Costs of all such River Wall and Bridge, Enclosures, Re-construction, and rebuilding, and new Erections, amounted altogether to the Sum of Seventy-seven thousand Pounds and upwards: And whereas the said *Henry Charles* Duke of *Norfolk* and *Henry Granville* Earl of *Arundel and Surrey* raised the Sum of Ten thousand Pounds, Part of such Sum of Seventy-seven thousand Pounds, upon their joint and several Bonds, and the Sum of Twenty-one thousand nine hundred and twenty-seven Pounds, other Part of such last-mentioned Sum, was paid out of Monies which were in the Hands of the Agent of the said *Henry Charles* Duke of *Norfolk* in respect of certain Purchases made by certain Companies and Persons respectively of Parts of the Estates comprised in the said Settlement of One thousand eight hundred and thirty-nine, but of which no Conveyances had then been made or have yet been made to the Purchasers, although they have been let into possession of the Property purchased by them: And whereas on the Death of the said *Henry Charles* Duke of *Norfolk*, on or about the Eighteenth Day of *February* One thousand eight hundred and fifty-six, as aforesaid, the said *Henry Granville* Duke of *Norfolk*, in consideration of such joint and several Bonds for Sums amounting to Ten thousand Pounds being delivered up to him to be cancelled, executed other Bonds under his Hand and Seal for the Amounts secured by the Bonds so delivered up, and he is now liable, under or by virtue of such last-mentioned Bonds, to the whole of the said Sum of Ten thousand Pounds so raised by the said *Henry Charles* late Duke of *Norfolk* and *Henry Granville* Duke of *Norfolk*, as aforesaid, (except the Sum of One hundred Pounds paid off by the said *Henry Granville* Duke of *Norfolk* in respect of One of such Bonds,) and the Dates of such subsisting Bonds, and the Amounts

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The Norfolk Estates Act, 1860.

thereby respectively secured, and the Names and Descriptions of the Persons to whom such Amounts are now respectively owing, are set forth in the Schedule to this Act : And whereas the said *Henry Granville Duke of Norfolk* hath since the First Day of *June* One thousand eight hundred and fifty-nine, in order to develop the Capabilities of the Estates in and near *Sheffield* comprised in the said Settlement of One thousand eight hundred and thirty-nine, expended the Sum of Four thousand two hundred Pounds on such Estates : And whereas the aforesaid Expenditure to the Extent of Ten thousand Pounds and Twenty-one thousand nine hundred and twenty-seven Pounds, made in and about the Construction of the River Wall at the Cattle Market, and the Reconstruction and rebuilding of the Markets as aforesaid, and erecting a Post Office and Exchange Room, and the Construction of a Bridge over the River *Dun*, and enclosing the Arches under the Approach to the Railway Station, as aforesaid, and also the aforesaid Expenditure, to the Extent of Four thousand two hundred Pounds, was made for Objects contemplated as proper Objects of Expenditure by the Terms of the said Settlement of One thousand eight hundred and thirty-nine, either out of Monies arising from Sales, Exchanges, or Enfranchisements under such Settlement, or to be raised under the other Power herein-before mentioned, or referred to, but from Want of sufficient Attention to the Terms of the said Settlement no Application was made to the Trustees thereof before such Expenditure was incurred, although all such Expenditure was either in the Nature of directly beneficial Outlay or contributed to the general and permanent Improvement of such Part of the Settled Estates comprised in the said Settlement of One thousand eight hundred and thirty-nine as is situate in and near *Sheffield* aforesaid : And whereas the said *John Abel Smith*, as surviving Trustee as aforesaid of the said Settlement of One thousand eight hundred and thirty-nine, is willing to adopt the Application and Expenditure for the Purposes aforesaid of the said Sum of Twenty-one thousand nine hundred and twenty-seven Pounds so applied as aforesaid, as an Investment under the Powers contained in the said Settlement of One thousand eight hundred and thirty-nine, of a Proportion to that Amount of the Monies received from Companies and Persons as aforesaid ; but Doubts have been entertained whether he has Power, after such Application and Expenditure has actually been made, to adopt the same, and it is expedient that such Doubts should be removed : And whereas it would be just and proper, under the Circumstances herein-before stated, and the said *John Abel Smith*, as such surviving Trustee, is willing, that, as well the Sum of Nine thousand nine hundred Pounds, the Balance of the said Sum of Ten thousand Pounds, for the Purpose of paying and satisfying the Amount for which such Bonds were given by the said *Henry Granville Duke of Norfolk* as aforesaid, and of relieving him from his personal Responsibility in respect thereof, as also the said Sum of

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The Norfolk Estates Act, 1860.

Four thousand two hundred Pounds so expended by the said *Henry Granville* Duke of *Norfolk* as aforesaid, should be raised, either out of the Monies subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine, or as Part of the Sum not exceeding Fifty thousand Pounds authorized to be borrowed on Mortgage by the same Settlement, or partly in one way and partly in the other; but that with respect to the said Sums of Nine thousand nine hundred Pounds and Four thousand two hundred Pounds, making together the Sum of Fourteen thousand one hundred Pounds, Provision should be made for the gradual Repayment thereof in manner herein-after mentioned: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Henry Granville* now Duke of *Norfolk* doth humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. The Expenditure out of the Monies so paid by certain Companies and Persons as aforesaid of the Sum of Twenty-one thousand nine hundred and twenty-seven Pounds shall be deemed and the same is hereby declared to have been a proper Investment to that Amount under the Trusts or Provisions of such Settlement, and the said *John Abel Smith*, or other the Trustees or Trustee for the Time being of the said Settlement of One thousand eight hundred and thirty-nine, is and are hereby authorized to execute the respective Conveyances to the said respective Companies and Persons, and to sign Receipts for the Purchase Monies, as if the same had been actually paid to him or them, and such Conveyances, when so executed, shall be as valid to all Intents as if the respective Purchase Monies had been paid to him or them.

Declaration that the Investment of 21,927l. was a proper Investment of the Trust Funds.

II. It shall be lawful for the said *John Abel Smith*, or other the Trustees or Trustee for the Time being of the said Settlement of One thousand eight hundred and thirty-nine notwithstanding anything in such Settlement contained, to apply the whole or a competent Part of any Monies which now are or may at any Time be subject to the Trusts of the same Settlement, and which have arisen or may arise from the Sale, Exchange, or Enfranchisement of Lands subject to the Trusts of the said Settlement of One thousand eight hundred and thirty-nine, in or towards satisfying all or any of the Bonds specified in the Schedule hereto, and also in or towards repaying to the said *Henry Granville* Duke of *Norfolk*, his Executors, Administrators, or Assigns, all or any Part of the said Sum of Four thousand two hundred Pounds so as aforesaid expended by him on the Estate at *Sheffield* aforesaid, which last mentioned

Power to Trustees to apply Monies arising on Sale, Exchange, or Enfranchisement in discharge of certain Debts.

The Norfolk Estates Act, 1860.

tioned Sum and the Sum now due on such Bonds amount together to the Sum of Fourteen thousand one hundred Pounds.

Directions to Trustees to raise certain Monies by way of Mortgage, and apply same in discharge of certain Debts.

III. With respect to the said Sum of Fourteen thousand one hundred Pounds, or so much of such Sum as shall remain unpaid on the Expiration of Six Calendar Months after the passing of this Act, the said *John Abel Smith*, as such surviving Trustee of the said Settlement of One thousand eight hundred and thirty-nine as aforesaid, or other the Trustees or Trustee for the Time being of the same Settlement, shall, notwithstanding anything in such Settlement contained immediately on the Expiration of such Six Calendar Months, and without any further Consent or Concurrence of or by any other Person or Persons, raise as Part of the Sum or Sums of Money not exceeding in the whole the Sum of Fifty thousand Pounds authorized to be raised by the said Settlement of One thousand eight hundred and thirty-nine as aforesaid such a Sum or Sums of Money as shall be necessary for satisfying the aforesaid Sum of Fourteen thousand one hundred Pounds, or so much of such Sum as shall then remain unpaid, and also for satisfying the Costs, Charges, and Expenses of raising the same, and shall apply such Monies in satisfaction and discharge of such Sum of Fourteen thousand one hundred Pounds, or so much of such Sum as shall then remain unpaid, and also of all such Costs, Charges, and Expenses aforesaid.

Statement and Receipt of the Trustees to be sufficient for the Mortgagees.

IV. The Statement in any Mortgage Deed to be made by the said *John Abel Smith*, or other such Trustees or Trustee as aforesaid, that any Amount of Money is needed for the Purposes for which the said Sum of Fifty thousand Pounds is authorized to be raised as aforesaid, shall be sufficient Proof to any Mortgagee or Mortgagees, and all Persons claiming under him or them, that such Amount is so needed; and the Receipt or Receipts of the said *John Abel Smith*, or other such Trustees or Trustee as aforesaid, for any such Money, shall be a sufficient Discharge or sufficient Discharges to the Mortgagee or Mortgagees paying the same; and such Mortgagee or Mortgagees shall not be obliged or concerned to see to the Application or be in any way accountable for the Misapplication or Nonapplication thereof.

As to Priority attaching to any Mortgages to be made under this Act.

V. Any Mortgage hereafter to be made in pursuance of this Act shall be subject and subsequent in order of Priority to the several Charges and Incumbrances, whether annual or in gross, which shall at the Time of the passing of this Act have been already made, and shall be then subsisting Charges upon the Estates comprised in or subject to the Uses of the said Settlement of One thousand eight hundred and thirty-nine, or any Part thereof; and every Mortgage, or other Incumbrance,

The Norfolk Estates Act, 1860.

Incumbrance, or other Estate or Interest, hereafter to be made or created under any of the Powers contained in the said Settlement, shall be subordinate to any Mortgage or Mortgages to be made in pursuance of this Act.

VI. After the raising of the aforesaid Sum of Fourteen thousand one hundred Pounds by Mortgage, or out of Monies in hand, or partly in one Way and partly in the other, under the foregoing Powers in that Behalf, and until the whole thereof and all Interest for the same shall have been repaid, the said *John Abel Smith* or other the Trustees or Trustee for the Time being of the said Settlement of One thousand eight hundred and thirty-nine shall, out of the Rents and Profits of the Lands and other Hereditaments which shall for the Time being be subject to the Uses of the said Settlement, or such of them as shall be subsisting or capable of taking effect, (and which Rents and Profits, or a sufficient Part thereof, he and they is and are hereby expressly authorized and required from Time to Time to receive of and from any Tenants or other Persons liable to pay or account for the same, and when unpaid to recover by Distress or otherwise, as if the Amount from Time to Time required to be received were reserved to him or them by a common Demise, and actually due,) keep down all the Interest of all or so much of such Monies as shall have been raised by Mortgage, as the same shall become due, and also annually, in like Manner, raise out of the same Rents and Profits, and out of the Interest, Dividends, and Income arising from such Sinking Fund as may be created under this Act, and shall for the Time being be subsisting, such a Sum as shall be equal to One Twenty-fifth Part of the aforesaid Sum of Fourteen thousand one hundred Pounds, and apply the same to the Reduction of the said Sum of Fourteen thousand one hundred Pounds, either by direct Payment or Appropriation to the Lender or other Party to whom the same shall be due, if he or they shall consent, or be under Engagement to receive the same, or by the Creation of a Sinking Fund for that Purpose, to the end that the whole of such Sum of Fourteen thousand one hundred Pounds may be discharged, with the mesne Interest thereon, out of the said Rents, Profits, Dividends, Interest, and Income, within or at the Expiration of the Period of Twenty-five Years from the First Day of *January* One thousand eight hundred and sixty-one; and that if, by reason of the Depreciation of any such Sinking Fund, or of the Expenses of the Management or Disposal thereof, or otherwise, the same shall be eventually insufficient to discharge within the said Period of Twenty-five Years the whole Principal Debt or Sum for the Payment whereof the same shall have been created, then the said *John Abel Smith*, or other the Trustees or Trustee for the Time being of the said Settlement

The Trustees to keep down the Interest on 14,100*l.*, and pay off by Degrees the Principal Money.

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The Norfolk Estates Act, 1860.

of One thousand eight hundred and thirty-nine, shall raise out of the current Rents, Profits, Dividends, Interest, or Income a Sum equal to the unpaid Balance thereof, and shall apply the same in discharge of such Balance.

Saving of
Rights.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, and Body and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors Administrators, and Assigns, (other than and except the said *John Abel Smith* as such surviving Trustee as aforesaid, or other the Trustees or Trustee for the Time being of the said Settlement of One thousand eight hundred and thirty-nine, and the said *Henry Granville Duke of Norfolk*, and his First and other Sons, and the Heirs Male of the Body and respective Bodies of such Son and Sons lawfully issuing, and all and every Persons and Person to whom any Estate or Interest has been granted or limited, or shall have descended or devolved, or shall descend or devolve, under the said Settlement, in the Estates and Hereditaments comprised in or subject to the Uses of such Settlement, subsequent to the Estates in Tail Male thereby limited to the First and every other Son of the said *Henry Granville Duke of Norfolk*, or under any Mortgage or other Incumbrance, or Estate or Interest, mentioned in the said Settlement of One thousand eight hundred and thirty-nine, or created or to be hereafter created under any of the Powers of the same Settlement,) all such Estates, Right, Title, Interest, Claims and Demands, of, in, to, or out of the Estates and Hereditaments for the Time being standing limited and settled to the Uses of the said Settlement of One thousand eight hundred and thirty-nine, as they, every or any of them, had before the passing of this Act, or should or might have had or could have lawfully claimed in case this Act had not been passed.

Short Title.

VIII. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Norfolk Estates Act, 1860.*"

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

IX. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The Norfolk Estates Act, 1860.

The SCHEDULE referred to in the foregoing Act.

Two Bonds, dated respectively 2d April 1857 and 9th May 1857, in favour of Miss Jane Shepley of Glossop in the County of Derby, for 2,000 <i>l.</i> and 2,000 <i>l.</i> , making -	£ 4,000
Two Bonds, dated respectively 9th May 1857 and 6th July 1857, in favour of Miss Elizabeth Shepley of Glossop in the County of Derby, for 2,000 <i>l.</i> and 2,000 <i>l.</i> , making -	4,000
Bond, dated 9th May 1857, in favour of Miss Harriett Anne Kershaw of Glossop in the County of Derby, for -	500
Bond, dated 9th May 1857, in favour of Messrs. Overend, Dixon, and Hewett, of Sheffield, for -	£1,500
Less paid off -	100
	} 1,400
	<hr/> £9,900 <hr/>

Marcus Smith.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.

