CHAPTER 5.

A.D. 1874.

An Act for confirming certain building leases granted by Matthew Piers Watt Boulton, Esquire, of certain lands in the parishes of Handsworth and Birmingham, in the county of Warwick, or one of them, which are subject to the uses of the will of the late Matthew Robinson Boulton, Esquire, and for authorising building and mining, and other leases of the estates, subject to the uses of the same will; and for other purposes, and of which the short title is "The Boulton Estate Act, 1874." [16th July 1874.]

Will of Matthew Robinson Boulton, dated 4th June 1841.

WHEREAS Matthew Robinson Boulton, late of Soho in the county of Stafford, and of Tew Park in the county of Oxford, Esquire, deceased, made his will bearing date the fourth day of June one thousand eight hundred and forty-one, and thereby appointed Thomas Perrott, Esquire, Thomas Jones Wilkinson, Esquire, and John Coles Symes, gentleman, executors of his said will, and trustees thereof as therein-after mentioned, and thereby gave and devised, and in pursuance and execution of every power and authority whatsoever in anywise enabling him in that behalf, limited, directed, and appointed, all that his manor or lordship of Great Tew, with the rights, members, and appurtenances, and also all that the rectory or parsonage of Great Tew, with the appurtenances, and all houses, edifices, buildings, glebe lands, tithes, portions, pensions, oblations, obventions, profits, fruits, and emoluments whatsoever to the same belonging, and also all and all manner of tithes and tenths whatsoever, and commutation for tithes and tenths coming, growing, arising, or renewing within the parish, fields, or places of Great Tew and Sandford, or one of them, and also the advowson, right of presentation, and patronage of the vicarage of the church of Great Tew, and also the park of Great Tew, and all messuages, farms, lands, woods, wood grounds, plantations, pools, brooks, waters, tithes, rents, and hereditaments whatsoever situate or arising in the several parishes, townships, or places of Great

A.D. 1874.

Tew, Little Tew, Swerford, South Newington, Sandford, or elsewhere in the county of Oxford, and all and singular his freehold and copyhold messuages, lands, and hereditaments, or parts or shares of messuages, lands, and hereditaments situate at or near Flookborough, in the parish of Cartmel or elsewhere, in the county of Lancaster, and all and singular his messuages, farms, lands, and hereditaments situate at or near Yoxall or elsewhere, in the county of Stafford, with their and every of their rights, royalties, members, and appurtenances, to the uses, upon and for the trusts, intents, and purposes therein-after expressed and declared, and in effect herein-after recited concerning the same; (that is to say,) to the use of the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, their executors, administrators, and assigns, for the term of ninety-nine years, to commence and be computed from his the said testator's decease, and thenceforth next ensuing and fully to be complete and ended, without impeachment of waste, upon and for the trusts and purposes, and subject to the provisoes and declarations therein-after expressed or declared concerning the same, with remainder, subject to the said term and to the trusts thereof, to the use of his (the said testator's) eldest son Matthew Piers Watt Boulton, and his assigns, for and during the term of his natural life, without impeachment of waste (other than wilful and malicious waste); and immediately after his decease, to the use of the first and every other son of the said Matthew Piers Watt Boulton, severally and successively, according to seniority in tail male, and in default of such issue to the use of his (the said testator's) second son Hugh William Boulton, and his assigns, for and during the term of his natural life, without impeachment of waste (other than wilful and malicious waste); and immediately after his decease, to the use of the first and every other son of the said Hugh William Boulton, severally and successively, according to seniority in tail male, and in default of such issue of the said Hugh William Boulton, to the use of his (the said testator's) third son Montagu Boulton, and his assigns, for and during the term of his natural life, without impeachment of waste (other than wilful and malicious waste); and immediately after the decease of his said son Montagu Boulton, to the use of the first and every other son of the said Montagu Boulton, severally and successively, according to seniority in tail male, and in default of such issue of the said Montagu Boulton to the use of the first and every other son of his (the said testator's) eldest daughter Anne Robinson Boulton, severally and successively, according to seniority in tail male, and in default of such issue of his said eldest daughter Anne Robinson Boulton, to the use of the first and every other son of his (the said

testator's) second daughter Katharine Elizabeth Boulton, severally and successively, according to seniority in tail male, with divers remainders over; and to preserve the contingent remainders therein-before limited from being destroyed, the said testator devised and appointed the said estates and hereditaments therein-before devised, with their appurtenances, from and after the determination of the estate therein-before limited, to any or either of his said sons during his or their respective life as aforesaid, by forfeiture or otherwise, in his or their respective lifetime; and also from and after the determination or failure of the uses or estates therein-before devised or limited to his said sons respectively, and to their respective issue male, unto Thomas Fulljames, of Hasfield Court, in the county of Gloucester, Esquire, and George Morris Barker, of Birmingham, in the county of Warwick, Esquire, and their heirs, during the respective life of the tenant for life whose estate should determine upon trust for him, and by the usual means to support and preserve the contingent remainders depending thereon; and also during the suspense of vesting of any of the limitations therein-before contained in favour of the first and other sons of his (the said testator's) said daughters respectively, or any of them, in trust by the usual means to preserve the contingent remainders therein-before limited in favour of such sons from being destroyed; and the said testator did thereby direct and appoint that if any or either of his said sons Matthew Piers Watt Boulton, Hugh William Boulton, and Montagu Boulton should marry under the age of twenty-three years without first obtaining the consent in writing of the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, or the survivors or survivor of them, if living (but which event has not happened and cannot happen), then and in every of such cases all and singular the limitations therein-before contained of his the said testator's estates, to the use or for the benefit of each and every such son so marrying under the age of twenty-three years without consent as aforesaid, or of his or their issue, should cease, determine, and be void; and that all and singular the same estates should in every such case thenceforth go and devolve under the limitations therein-before contained in the same manner as if the son or sons so marrying under the age of twenty-three years without such consent as aforesaid was or were dead without issue, entitled or inheritable under the limitations therein-before contained; and the testator thereby declared that the said term of ninety-nine years therein-before limited to the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes was so limited to them upon certain trusts, which were to continue whilst such of his sons as should for the time being, under the limitations therein-before

A.D. 1874.

contained, be entitled to his said estates in remainder expectant on the said term of ninety-nine years should be under the age of twenty-three years (but which trusts, by reason of all such sons having long since attained that age, have come to an end), and upon the further trust, that after the decease and failure of issue male of all his (the said testator's) said sons, and in the meantime until a son or sons of his eldest or any other daughter who should become entitled under or by virtue of the limitations therein-before contained should have attained the age of twenty-one years, then the said trustees or trustee for the time being of the said term should enter upon and manage his said estates, and receive and deal with the rents and profits of the said estates in manner in the said will mentioned; and in the said will is contained a proviso in the usual form for cesser of the said term of ninety-nine years when the trusts thereof should have been performed and satisfied, or become unnecessary or incapable of taking effect; and in the said will are contained provisions and powers to the following effect; namely,

A provision requiring that persons in possession or remainder expectant on the said term of ninety-nine years should assume and use the surname of Boulton:

A power for each of the sons of the said testator when in possession to cut timber and trees as therein mentioned:

A power for the trustees or trustee to cut timber, as in the said will mentioned, during the minorities of persons entitled in possession, with a direction to sell the same, and to apply the money to arise by such sale in the same manner as the money to arise by any sale to be made of any part of the said testator's estates in the counties of Oxford, Lancaster, and Stafford, in exercise of the power of sale and exchange therein-after contained, is by such power directed to be applied:

Powers for each tenant for life when in possession to appoint a jointure in favour of his wife, subject to certain restrictions specified in the said will, and to charge the devised hereditaments, or any part thereof, with the raising and payment of portions not exceeding £20,000, with interest not exceeding £4 per cent. per annum, and to create any term of years in the said hereditaments, or any part thereof, for the better raising or securing payment of such portion or portions and interest:

And in the said will are contained powers of leasing and other powers in the words following; (that is to say,)

"Provided also, and my further will is that it shall be lawful "for the said Thomas Perrott, Thomas Jones Wilkinson, "and John Coles Symes, and the survivors and survivor of "them, and the executors or administrators of such survivor,

" or the trustees or trustee for the time being substituted in " their stead under the provisions of this my will, in the mean- " time, until such of my sons as shall be entitled in possession, " or in remainder immediately expectant on the said term of " ninety-nine years, to my said estates and hereditaments " herein-before devised shall have attained the age of twenty- " three years, and also from time to time during the minorities " of the other persons who shall for the time being be bene- " ficially entitled as aforesaid to my said estates in possession, " and also during any suspense of the vesting of any of the " estates herein-before limited, and whilst no person shall be " beneficially entitled in possession as aforesaid, and likewise " for my said sons successively when in possession under this " my will and of the age of twenty-three years, by indenture " or indentures to be sealed and delivered by him, her, or them " respectively in the presence of and attested by two or more " credible witnesses, to demise or lease all or any part of the " manor, messuages, lands, and hereditaments herein-before " devised for any term or number of years not exceeding seven " years absolutely, to commence and take effect in possession, " or within six months after the date of such lease, and not " otherwise, in reversion or by way of future interest, and also " to demise or lease any part or parts of the said lands devised " as aforesaid for the purpose of building thereon, or on any " part thereof, for any term or number of years not exceeding " ninety-nine years, to take effect in possession and not in " reversion, and under and subject to such covenants and con- " ditions as the person or persons making such demise or " demises shall think proper, and with or without liberty for " the lessee or lessees to dig and excavate any earth, clay, or " sand upon or out of any convenient part or parts of the said " premises, and to make bricks and other articles, likewise to " grant or demise any part or parts of the said lands to any " other person or persons for the purpose of getting the earth, " clay, and sand, and making bricks and other articles or " wares of clay, and also any part or parts thereof for a wharf " or wharfs, or for making canals, basins, railroads, or other " works, for such term or terms of years, and under and subject " to such covenants, conditions, and restrictions respectively as " the person or persons making such demises shall in their dis- " cretion think fit, so as there be reserved and made payable " during the continuance of every such term as aforesaid (to " be incident to and go along with the remainder or reversion " of the said hereditaments) the best and most improved yearly

A.D. 1874.

" rent or rents or royalties that can be obtained or reasonably " expected for the premises therein comprised at the time of " the granting or making thereof respectively, without any fine, " premium, or foregift, or anything in the nature of a fine, " premium, or foregift, being paid for granting or making the " same, and so that in all and every the demises, leases, or " grants, or limitations or appointments by way of demise, lease, " or grant, so to be made as aforesaid there be contained a proviso " or condition of re-entry in case the rent or royalties thereby " respectively reserved be unpaid for the space of twenty-one " days next after the same shall have become payable, and no " sufficient distress can be found and legally taken on the " demised premises, and so as no lessee therein to be named, " his executors, administrators, or assigns, be allowed to commit " waste or to be exempted from punishment or forfeiture for " committing waste, except so far as warranted by the lease or " leases so to be granted, and so as the lessee or lessees do " execute counterparts of such demises or leases: Provided " also, and I do hereby direct that it shall be lawful for the " person or persons for the time being by this my will autho- " rised and empowered to grant any such demise or lease as " aforesaid, to lay out and appropriate any part or parts of the " said lands devised to them as aforesaid for a public or private " road or roads, street or streets, or for canals, railways, basins, " or other works, with a view to the permanent improvement " thereof :"

And the said will contained powers of sale and exchange exerciseable by the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, and the survivors and survivor of them, and the trustees or trustee for the time being under the said will, with the consent and approbation of such of the said testator's said sons as should for the time being by virtue of the limitations therein-before contained be entitled to the first estate for life in the said devised hereditaments, if such son should be of the age of twenty-three years, or after the decease of his said sons respectively, or any of them, entitled as aforesaid, with the consent and approbation of the person or persons for the time being entitled to the first estate of freehold and inheritance under the limitations aforesaid, if of full age, but during such time as any of the testator's said sons entitled as last aforesaid should be under the age of twenty-three years, or during the minority of any other person or persons entitled as last aforesaid, then of the sole authority and discretion of the said trustees or trustee, with provisions for the investment in the purchase of other lands to be settled to like uses of the moneys to arise under

the exercise of the said powers, and with the usual provisions for the interim investment on securities of any such moneys; and the said testator gave, devised, and bequeathed all and singular his leasehold messuages, lands, tithes, rents, and other hereditaments whatsoever situate in the several townships, parishes, or places of Great Tew, Little Tew, Swerford, South Newington, and Sandford, or any of them, or elsewhere, in the county of Oxford, or at or near Flookborough, in the parish of Cartmel, in the county of Lancaster, and at or near to Yoxall, or elsewhere, in the county of Stafford, with all and every the rights, members, and appurtenances thereto belonging, unto the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, their executors and administrators, for and during all such term or interest as he should have therein respectively at his decease, nevertheless upon the trusts following; that is to say, upon trust in the meantime, until some person under the limitations of that his will should be in possession of and absolutely entitled to the same leasehold premises respectively, to renew the subsisting leases of such parts as should be held by renewable leases at the usual and customary periods, or oftener if the same should be considered necessary or expedient; and out of the rents and profits of the same premises to pay the respective rents reserved or to be reserved by the then or future leases thereof respectively, and to perform the covenants and agreements therein respectively contained or to be contained on the part of the lessees, and also out of the rents and profits of the said leasehold premises, or, if necessary, out of the rents and profits of his real estates therein-before devised and standing settled to the like uses, to raise and levy from time to time such sum or sums of money as should be sufficient for paying the fines, fees, and expenses incident to or attending every such renewal as aforesaid, and to apply the same accordingly; and he declared and directed that his said trustees, their executors, administrators, and assigns, should stand and be possessed and interested of and in the said several leasehold premises therein-before devised, during the continuance of the estates and interests granted or to be granted by the then or any future lease or leases thereof respectively, upon and for such trusts, intents, and purposes, and subject to such powers, provisoes, restrictions, limitations, and declarations as would best or nearest correspond with the uses, estates, remainders, trusts, powers, provisoes, restrictions, limitations, and declarations therein-before limited, expressed, and declared of and concerning his freehold manors and hereditaments in Oxfordshire, Lancashire, and Staffordshire therein-before devised, or as nearly thereto as the rules of law and equity, the nature and tenure of the said leasehold premises,

A.D. 1874.

and other circumstances would permit, yet, nevertheless, so that charges were not increased or multiplied; and the said testator gave and devised all that his freehold mansion of Soho, with all and singular the out-offices and buildings, gardens, shrubberies, pools, plantations, lands, and grounds thereto belonging or appertaining, and also the several manufactories and buildings called the Soho Manufactory, with all and every the dwelling-houses, yards, land, gardens, and appurtenances to the same belonging; and all his freehold estate called Union Farm, situate at Winson Green in the parishes of Birmingham and Handsworth, and all other his freehold, whether in fee simple or for life or lives, copyhold and leasehold messuages, cottages, farms, lands, garden ground, rents, and hereditaments, or parts or shares of messuages, lands, and hereditaments respectively situate or arising in the parish of Handsworth, and at Smethwick or elsewhere, in the parish of Harborne in the county of Stafford, and in the parish of Birmingham in the county of Warwick, and in London or elsewhere in the county of Middlesex, and at Liverpool in the county palatine of Lancaster, and all other his real estate whatsoever not therein-before devised or disposed of, and all his ready money, money vested in the British and in foreign stocks or funds, or on mortgages or other securities, shares in public and other companies, societies, or institutions, India and other bonds, bills, debts, and all other his personal estate, chattels, and effects whatsoever and wheresoever, and of what nature, kind, or quality soever, except such part or parts thereof as were therein specifically bequeathed or disposed of, to hold the same unto the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, their heirs, executors, and administrators, according to the nature and quality of the said estates respectively, upon trust that they the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, and the survivor of them, and the heirs, executors, or administrators of such survivor, should at any time, and from time to time if and when they or he in their or his discretion should think fit and proper, sell and dispose of all or any part of the freehold and leasehold mansion, messuages, lands, hereditaments, and premises lastly therein-before devised, either together or in parcels as in the said will is mentioned; and upon further trust that they, his said trustees or trustee, should call in such part of his personal estate as should not consist of money or securities for money, and also call in the moneys invested on securities if and when they should think proper; and he directed that the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, or the survivors or survivor of them, or the executors or administrators of such survivor, should by and out of his residuary personal estate, or by or from

the produce of the sale of his freehold, copyhold, or leasehold estates lastly therein-before devised and directed to be sold, raise and set apart as a separate and distinct fund such a sum of money as with what his daughters and younger sons at the time of his death should become presumptively entitled to under his marriage settlement would make up the sum of one hundred and five thousand pounds sterling, as and for the portions of his daughters and younger sons, and should stand possessed of and interested in such sum upon and for the trusts, intents, and purposes following, (that is to say,) upon the trusts in the said will mentioned; and the said testator authorised and empowered the said trustees last therein-before named, or the survivors or survivor of them, or the executors and administrators of such survivor, by and out of his residuary personal estate, or the moneys to arise and be produced by sale of his freehold, copyhold, and leasehold estates lastly therein-before devised and directed to be sold, to raise, pay, and apply for the professional or commercial advancement and promotion in life of such of his said sons Hugh William Boulton and Montagu Boulton, at such time or respective times, and in such manner as the said trustees or trustee should think fit and proper, any sum or sums of money not exceeding the sum of five thousand pounds for each of them, over and above any portion or portions which they respectively might become entitled to under the said will or otherwise; and the said testator did thereby direct that they the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, and the survivors and survivor of them, his executors and administrators, should, as soon as conveniently might be after the clear residue of his personal estate, and of the moneys to arise and be produced from the sale of his freehold, copyhold, and leasehold estates lastly therein-before devised and directed to be sold, should be ascertained, after answering the purposes of the said will, lay out and invest the same in the purchase of manors, messuages, lands, or tenements to be situate in Great Britain, whereof not more than one fourth part thereof in value should be leasehold, nor more than one third part thereof should be copyhold, free from incumbrances, except fee farm, chief rent, and other rents and services, and should convey and settle, or cause and procure to be conveyed and settled, the said manors, messuages, lands, or tenements so to be purchased, to such uses, upon such trusts, and to and for such ends, intents, and purposes, and with and subject to such powers and provisoes as were therein-before limited, created, or expressed concerning his freehold, copyhold, and leasehold estates and hereditaments therein-before devised, and mentioned to be situate in Oxfordshire, Lancashire, and in the

A.D. 1874.

county of Stafford, or as near thereto as the nature and quality of the said hereditaments, the deaths of persons, and other circumstances would permit; yet so that any leasehold premises so to be purchased, or any part or share thereof, should not for the purposes of transmission absolutely vest in any tenant in tail by purchase under the limitations therein-before contained, unless and until he should attain the age of twenty-one years; and in the meantime, and until the said residuary part of his personal estate and the moneys last aforesaid should be laid out and invested in such purchase or purchases as aforesaid, in trust from time to time to invest the same on security as therein mentioned; and the said testator did thereby direct that if any part of the freehold, copyhold, or leasehold messuages, lands, or other hereditaments therein-before devised, and mentioned to be situate in the parishes of Handsworth, Harborne, and Birmingham, and in Middlesex, and Lancashire, should not be sold, and until the same should be sold by his said trustees, in pursuance of the trusts or powers therein-before for that purpose contained, the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes, their heirs, executors, or administrators, should stand seised of and interested in the part or parts so remaining unsold, to such uses, upon such trusts, and to and for such ends, intents, and purposes, and with, under, and subject to such powers of jointuring, charging, leasing, appropriating, selling, exchanging, and other powers and provisoes as were therein-before limited, created, and expressed concerning the said freehold and copyhold and leasehold manors, messuages, farms, lands, and other hereditaments respectively therein-before devised and bequeathed, and mentioned to be situate in Oxfordshire, Lancashire, and in the county of Stafford, or as near thereto as the deaths of parties and other circumstances would permit, but so that charges should not be multiplied; and the said will contained a power of appointing a new trustee or new trustees in the place of any trustees or trustee who should die or decline, or desire to be discharged from, or who should become incapable to act in the execution of the trusts of the said will, such power to be exerciseable by the surviving or continuing trustees or trustee for the time being acting in the execution of the same trusts, or the executors or administrators of the last acting trustee, but nevertheless with the consent of the testator's eldest son for the time being, if he should have attained the age of twenty-three years, or with the consent of such other person or persons who should for the time being be entitled to the first estate of freehold in possession or expectant on the said term of ninety-nine years of the said trust estates, moneys, and premises, if of full

age, but otherwise at the discretion of such trustees or trustee so surviving or continuing to act, or of the executors or administrators of such last acting trustee:

Death of Matthew Robinson Boulton, and proof of his will.

And whereas the said Matthew Robinson Boulton died in the month of May one thousand eight hundred and forty-two, without having revoked or altered his said will so far as the same is hereinbefore recited, and the said will, with three codicils thereto, was proved in the Prerogative Court of the Archbishop of Canterbury on the tenth day of June one thousand eight hundred and forty-two:

Disclaimer by Thomas Perrott.

And whereas by a deed poll bearing date the twelfth day of July one thousand eight hundred and forty-two, under the hand and seal of the said Thomas Perrott, he the said Thomas Perrott disclaimed all and singular the devises and bequests in and by the said will of the said Matthew Robinson Boulton made to him the said Thomas Perrott as aforesaid, and all and singular the trusts, powers, and authorities by the same will, or the codicils thereto, or any of them vested or reposed in, or given to him the said Thomas Perrott, and all claim or demand by virtue of or under the said will and codicils or any of them:

Attainment of twenty-three by M. P. W. Boulton.

And whereas the said Matthew Piers Watt Boulton attained the age of twenty-three on or about the twenty-second day of September one thousand eight hundred and forty-three:

Appointment of Edward Oakeley to be a trustee of the will.

And whereas by an indenture bearing date the twenty-second day of February one thousand eight hundred and forty-four, and made between the said Thomas Jones Wilkinson and John Coles Symes of the first part, the said Matthew Piers Watt Boulton of the second part, and Edward Oakeley of the third part, they the said Thomas Jones Wilkinson and John Coles Symes, in pursuance of the power in them vested by the said will (with the consent of the said Matthew Piers Watt Boulton), appointed the said Edward Oakeley to be a trustee of the will of the said Matthew Robinson Boulton in the place of the said Thomas Perrott:

Deeds vesting the estates in the old and new trustees.

And whereas by virtue of two several indentures, each bearing date the twenty-third day of February one thousand eight hundred and forty-four, and made between the said Thomas Jones Wilkinson and John Coles Symes of the first part, the said Matthew Piers Watt Boulton of the second part, the said Edward Oakeley of the third part, and John Teesdale, gentleman, of the fourth part, and two several other indentures indorsed respectively on the lastly-mentioned indentures, and respectively bearing date the twenty-fourth day of February one thousand eight hundred and forty-four, and made between the said John Teesdale of the one part, and the said Thomas Jones Wilkinson, John Coles Symes, and Edward Oakeley

A.D. 1874.

of the other part, the trust estates which, prior to the appointment of the said Edward Oakeley as trustee as aforesaid, were vested in the said Thomas Jones Wilkinson and John Coles Symes, as the trustees of the said will, were, in pursuance of the directions in that behalf contained in the aforesaid power for the appointment of new trustees, and in pursuance of the aforesaid appointment, effectually vested in the said Thomas Jones Wilkinson, John Coles Symes, and Edward Oakeley, upon and for the trusts and purposes of the said will:

Settlement on Matthew Piers Watt Boulton's first marriage, containing charge of portions for younger children of that marriage.

And whereas by an indenture bearing date the twenty-sixth day of November one thousand eight hundred and forty-five, and made between the said Matthew Piers Watt Boulton of the first part, Frances Eliza Carter Cartwright, spinster, of the second part, the said Thomas Jones Wilkinson, John Coles Symes, and Edward Oakeley of the third part, Richard Aubrey Cartwright, Esquire, and Sir William Henry Clerke, Baronet, of the fourth part, and the said Edward Oakeley and James Patrick Muirhead, Esquire, of the fifth part (being a settlement made in contemplation of a marriage shortly afterwards solemnized between the said Matthew Piers Watt Boulton and Frances Eliza Carter Cartwright, herein-after called Frances Eliza Carter Boulton), the said Matthew Piers Watt Boulton, in pursuance of the power for this purpose given to him by the said will of the said Matthew Robinson Boulton, appointed a jointure rentcharge of one thousand five hundred pounds to the said Frances Eliza Carter Boulton, and appointed all or the greater part of the hereditaments in the county of Oxford which were devised by the said will to trustees for a term of years to secure the payment of the said rentcharge (but inasmuch as by reason of the death as herein-after is mentioned of the said Frances Eliza Carter Boulton, the said jointure never took effect, and the said term of years has ceased, it is not needful further to notice the said rentcharge and term, or either of them); and by the indenture now in recital the said Matthew Piers Watt Boulton, in pursuance of the power for this purpose given to him by the said will of the said Matthew Robinson Boulton, did subject and charge the said hereditaments so previously thereby charged as aforesaid to and with the raising and payment of the sum of twenty thousand pounds, for the portion or portions of all and every the younger son and sons and daughter and daughters of the said then intended marriage not for the time being entitled to the said hereditaments thereby charged either in possession or remainder expectant on the decease of the said Matthew Piers Watt Boulton, and the said term of ninety-nine years under the said will, with interest for the same portion or portions, for or by way of maintenance not exceeding

four pounds for every one hundred pounds by the year, from the time of the death of the said Matthew Piers Watt Boulton, the same sum of twenty thousand pounds thereby charged for the portion or portions of the younger son and sons and daughter and daughters of the said Matthew Piers Watt Boulton as aforesaid to be vested in and payable to such younger son and sons and daughter and daughters as therein is mentioned; and by the indenture now in recital the said Matthew Piers Watt Boulton appointed and demised the hereditaments so charged as aforesaid unto the said Edward Oakeley and James Patrick Muirhead, their executors, administrators, and assigns, for the term of five hundred years, to commence and be computed from the decease of the said Matthew Piers Watt Boulton, upon trusts for raising the said sum of twenty-thousand pounds and interest:

Payment of £105,000 out of personal estate.

And whereas the sum of one hundred and five thousand pounds by the said will of the said Matthew Robinson Boulton charged on his residuary personal estate, and on the produce of the sale of his residuary real estate as aforesaid, has all long since been satisfied out of the residuary personal estate of the said testator:

No remaining charge for advancement of testator's younger sons.

And whereas no sum is in any way chargeable on the residuary estate of the said testator in respect of the provision made by his said will for raising sums not exceeding five thousand pounds each for the advancement of the said Hugh William Boulton and Montagu Boulton:

Other estates have been purchased out of residuary personalty.

And whereas large parts of the residuary personal estate of the said Matthew Robinson Boulton have been laid out in the purchase of real estate, which has been settled to the subsisting uses in strict settlement created by his said will, and other like purchases may hereafter be made with the remainder of the said residuary personal estate:

Death of T. J. Wilkinson.

And whereas the said Thomas Jones Wilkinson died on or about the sixth day of June one thousand eight hundred and fifty-two:

Appointment of Richard Aubrey Cartwright to be a trustee of the will.

And whereas by an indenture bearing date the twelfth day of January one thousand eight hundred and fifty-four indorsed on the said indenture of the twenty-second day of February one thousand eight hundred and forty-four, and made between the said John Coles Symes and Edward Oakeley of the first part, the said Matthew Piers Watt Boulton of the second part, and the said Richard Aubrey Cartwright of the third part, they the said John Coles Symes and Edward Oakeley, in pursuance of the power in them vested by the said will (with the consent of the said Matthew Piers Watt Boulton), appointed the said Richard Aubrey Cartwright to be a trustee of the will of the said Matthew Robinson Boulton in the place of the said Thomas Jones Wilkinson:

A.D. 1874.

Deeds vesting the trust estates in the old and new trustees.

And whereas by virtue of two several indentures, each bearing date the twelfth day of January one thousand eight hundred and fifty-four, and made between the said John Coles Symes and Edward Oakeley of the first part, the said Matthew Piers Watt Boulton of the second part, the said Richard Aubrey Cartwright of the third part, and Walter Samuel Tollet Sandilands, gentleman, of the fourth part, and two several other indentures indorsed respectively on the lastly-mentioned indentures, and respectively bearing date the thirteenth day of January one thousand eight hundred and fifty-four, and made between the said Walter Samuel Tollet Sandilands of the one part, and the said John Coles Symes, Edward Oakeley, and Richard Aubrey Cartwright of the other part, the trust estates which, prior to the appointment of the said Richard Aubrey Cartwright as trustee as aforesaid, were vested in the said John Coles Symes and Edward Oakeley as surviving trustees of the said will, were, in pursuance of the directions in that behalf contained in the aforesaid power for the appointment of new trustees, and in pursuance of the last-mentioned appointment, effectually vested in the said John Coles Symes, Edward Oakeley, and Richard Aubrey Cartwright, upon and for the trusts and purposes of the said will:

Death of Edward Oakeley.

And whereas the said Edward Oakeley died in the month of December one thousand eight hundred and seventy:

Appointment of Edmund Henry Dickinson to be a trustee of the will.

And whereas by an indenture bearing date the thirtieth day of December one thousand eight hundred and seventy, and made between the said John Coles Symes and Richard Aubrey Cartwright of the first part, the said Matthew Piers Watt Boulton of the second part, and Edmund Henry Dickinson, Esquire, of the third part, they the said John Coles Symes and Richard Aubrey Cartwright, in pursuance of the power in them vested by the said will (with the consent of the said Matthew Piers Watt Boulton) appointed the said Edmund Henry Dickinson to be a trustee of the said will of the said Matthew Robinson Boulton in the place of the said Edward Oakeley:

Deeds vesting the trust estates in the old and new trustees.

And whereas by virtue of two several indentures, each bearing date the thirtieth day of December one thousand eight hundred and seventy, one of which is made between the said John Coles Symes and Richard Aubrey Cartwright of the first part, the said Matthew Piers Watt Boulton of the second part, and the said John Coles Symes, Richard Aubrey Cartwright, and Edmund Henry Dickinson of the third part, and the other of which indentures is made between the said John Coles Symes and Richard Aubrey Cartwright of the first part, the said Matthew Piers Watt Boulton of the second part, and the said John Coles Symes, Richard Aubrey Cartwright, and Edmund Henry Dickinson of the third part, and

the said Walter Samuel Tollet Sandilands of the fourth part, the trust estates which, prior to the appointment of the said Edmund Henry Dickinson as trustee as aforesaid, were vested in the said John Coles Symes and Richard Aubrey Cartwright as surviving trustees of the said will, were, in pursuance of the directions in that behalf contained in the aforesaid power for the appointment of new trustees, and in pursuance of the last-mentioned appointment, effectually vested in the said John Coles Symes, Richard Aubrey Cartwright, and Edmund Henry Dickinson, upon and for the trusts and purposes of the said will:

Death of John Coles Symes.

And whereas the said John Coles Symes died on the thirty-first day of July one thousand eight hundred and seventy-two:

Appointment of Sir Henry William Dashwood to be a trustee of the will.

And whereas by an indenture bearing date the twenty-fifth day of March one thousand eight hundred and seventy-four, and indorsed on the said indenture of the thirtieth day of December one thousand eight hundred and seventy, and made between the said Richard Aubrey Cartwright and Edmund Henry Dickinson of the first part, the said Matthew Piers Watt Boulton of the second part, and Sir Henry William Dashwood, Baronet, of the third part, they the said Richard Aubrey Cartwright and Edmund Henry Dickinson, in pursuance of the power in them vested by the said will (with the consent of the said Matthew Piers Watt Boulton), appointed the said Sir Henry William Dashwood to be a trustee of the will of the said Matthew Robinson Boulton in the place of the said John Coles Symes:

Deeds vesting the trust estates in the old and new trustees.

And whereas by virtue of two several indentures, each bearing date the twenty-fifth day of March one thousand eight hundred and seventy-four, and indorsed respectively on the said two several indentures, each bearing date the thirtieth day of December one thousand eight hundred and seventy, one of which is made between the said Richard Aubrey Cartwright and Edmund Henry Dickinson of the first part, the said Matthew Piers Watt Boulton of the second part, and the said Richard Aubrey Cartwright, Edmund Henry Dickinson, and Sir Henry William Dashwood of the third part, and the other of which indentures is made between the said Richard Aubrey Cartwright and Edmund Henry Dickinson of the first part, the said Matthew Piers Watt Boulton of the second part, the said Richard Aubrey Cartwright, Edmund Henry Dickinson, and Sir Henry William Dashwood of the third part, and the said Walter Samuel Tollet Sandilands of the fourth part, the trust estates which, prior to the appointment of the said Sir Henry William Dashwood as trustee as aforesaid, were vested in the said Richard Aubrey Cartwright and Edmund Henry Dickinson, were, in pursuance of the directions in that behalf contained in the aforesaid

A.D. 1874.

power for the appointment of new trustees, and in pursuance of the last-mentioned appointment, effectually vested in the said Richard Aubrey Cartwright, Edmund Henry Dickinson, and Sir Henry William Dashwood, upon and for the trusts and purposes of the said will:

Death of Frances Eliza Carter Boulton, and issue of her marriage.

And whereas the said Frances Eliza Carter Boulton died on the nineteenth day of January one thousand eight hundred and sixty-four, having had issue by the said Matthew Piers Watt Boulton only two children, namely, Mary Anne Aubrey Boulton and Ethel Julia Boulton, both of whom are infants under the age of twenty-one years, and are spinsters:

Second marriage of Matthew Piers Watt Boulton.

And whereas the said Matthew Piers Watt Boulton intermarried with Pauline Gleissberg, his present wife (who is herein-after called Pauline Boulton), on the twelfth day of November one thousand eight hundred and sixty-eight:

Jointuring power not exercised on second marriage.

And whereas the said Matthew Piers Watt Boulton has not exercised in favour of the said Pauline Boulton the power of jointuring given by the said will:

Issue of M. P. W. Boulton's second marriage.

And whereas there has been male issue of the said Matthew Piers Watt Boulton by the said Pauline Boulton, his present wife, one son only, that is to say, Matthew Ernest Boulton, who is an infant under the age of twenty-one years:

Death of H. W. Boulton, a bachelor.

And whereas the said Hugh William Boulton died a bachelor on the eighteenth day of July one thousand eight hundred and forty-seven:

Death of M. Boulton, a bachelor.

And whereas the said Montagu Boulton died a bachelor on the second day of January one thousand eight hundred and forty-nine:

A.R. Boulton still living and unmarried.

And whereas the said Anne Robinson Boulton is still living and unmarried:

Marriage of K. E. Boulton with J. P. Muirhead.

And whereas the said Katharine Elizabeth Boulton (now Katharine Elizabeth Muirhead) intermarried with the said James Patrick Muirhead on the twenty-seventh day of January one thousand eight hundred and forty-four:

Issue of Mr. and Mrs. Muirhead.

And whereas there are male issue of the marriage between the said James Patrick Muirhead and Katharine Elizabeth Muirhead several sons, of whom Lionel Boulton Campbell Lockhart Muirhead (who has attained the age of twenty-one years) is the eldest, and is unmarried:

Lionel Boulton Campbell Lockhart Muirhead is first adult tenant in tail.

And whereas the said Lionel Boulton Campbell Lockhart Muirhead is the first adult tenant in tail of the hereditaments so as aforesaid devised or settled by the said will, and of all other the hereditaments which have in any other way become and now are subject either at law or in equity to like uses:

A.D. 1874.

First contract with James Wilson.

And whereas in the month of February one thousand eight hundred and sixty-seven, the said Matthew Piers Watt Boulton entered into an agreement with one James Wilson to grant to him a lease of the land mentioned in the memorandum next herein-after set forth, which land forms part of the hereditaments in the parish of Handsworth so as aforesaid devised by the said will, and the terms of which agreement are mentioned in the said memorandum next herein-after set forth; (that is to say,)

" I, James Wilson, of Soho Hill, near Birmingham, hereby " propose to rent and take of Matthew Piers Watt Boulton, " Esquire, all that piece or parcel of land, as shown on the " annexed plan, containing thirteen thousand (13,000) yards, " be the same more or less, and situate at Soho Park in the " county of Stafford, for the term of ninety-nine years, to " commence and be computed from the twenty-fifth day of " March one thousand eight hundred and sixty-seven, at the " clear net annual rent of a peppercorn for the first year, " twenty-seven pounds one shilling and eightpence for the " second year, fifty-four pounds three shillings and fourpence " for the third year, eighty-one pounds five shillings for the " fourth year, and for the fifth and subsequent years of the " said term the annual rent of one hundred and eight pounds " six shillings and eightpence, payable quarterly if demanded, " free from any deduction for land tax, sewers rate, or any " other rates, taxes, tithe or tithe rentcharge, or outgoings " whatsoever, whether parliamentary, parochial, or otherwise, " save landlord's property tax. And I further propose to " expend on the said land within the first five years of the " term the sum of twelve thousand pounds at the least in the " erection of thirty good and substantial brick-built dwelling-" houses, such proposed erections, with their fence walls, " drains, &c., to be built according to plans, elevations, and " specifications to be first approved of by the said Matthew " Piers Watt Boulton, Esquire, or his agent, and no erection " whatever to be placed on the said land without such written " approval being first had and obtained, and then in such " situation upon it as he may direct. And it is hereby further " agreed, that in the event of the said James Wilson making a " good and proper road from the point marked A. to the point " marked B. upon the annexed plan, a reduction shall be made " in the before-mentioned ultimate rent of one hundred and " eight pounds six shillings and eightpence in proportion to " the area of land occupied by such road, such reduction to " take effect from the time that the said road is satisfactorily

A.D. 1874.

" completed. The said Matthew Piers Watt Boulton, Esquire, " is at his own cost to make a main sewer for the drainage of " the houses to be built on the land hereby agreed to be demised " within three years from the date hereof. And I further " propose, at my own expense, during the whole of the term, " to keep all the buildings and premises with their appurten- " ances in good repair and condition, and so leave them at the " determination of the demise, with all additions, improve- " ments, and landlords fixtures made to and upon the premises " during the said term; to insure and keep continually in- " sured against fire all present and future buildings in some " respectable public insurance office, (to be named by the " lessor, if he shall think fit,) in London or Birmingham, in " the joint names of the lessor and lessee for the time being, " in such sum or sums as the lessor shall require; to accept " a lease in conformity herewith and with a plan or plans " thereon if required by the lessor, and to execute a counter- " part of such lease, and that such lease and counterpart shall " be prepared by the lessor's solicitor at my expense, and shall " contain, in addition to the covenants for carrying into effect " this proposal in the form required by the lessor, all such other " covenants, provisoes, and conditions as are usually inserted " in the said Matthew Piers Watt Boulton, Esquire's, building " leases, and that I will not require the production or proof of " the lessor's title. As witness my hand this eighteenth day of " February one thousand eight hundred and sixty-seven:"

Second contract with James Wilson.

And whereas in the month of July one thousand eight hundred and sixty-nine, the said Matthew Piers Watt Boulton, at the request of the said James Wilson, entered into a further agreement with him with reference to the leasing of the land previously agreed to be leased as aforesaid, and which further agreement was in the words following; (that is to say,)

" Memorandum of agreement made this twenty-eighth day of " July one thousand eight hundred and sixty-nine, between " Matthew Piers Watt Boulton, of Tew Park, in the county of " Oxford, Esquire, by Frederick Thynne, of Great George Street, " Westminster, his agent, of the one part, and James Wilson, " of Soho Hill, near Birmingham, builder, of the other part: " Whereas by an agreement in writing, dated the eighteenth day " of February one thousand eight hundred and sixty-seven, the " said James Wilson agreed to rent and take of the said Matthew " Piers Watt Boulton, upon a building lease, a piece of land con- " taining thirteen thousand square yards or thereabouts, situate " in Soho Park in the county of Stafford, for ninety-nine years

" from the twenty-fifth March one thousand eight hundred
" and sixty-seven, at the annual rent of a peppercorn for the
" first year, twenty-seven pounds one shilling and eightpence
" for the second year, fifty-four pounds three shillings and four-
" pence for the third year, eighty-one pounds five shillings
" for the fourth year, and for the fifth and subsequent years
" of the said term the annual rent of one hundred and eight
" pounds six shillings and eightpence, and the said James
" Wilson agreed to expend on the land within the first five
" years of the term twelve thousand pounds in erection of
" thirty good and substantial dwelling-houses, upon the terms,
" and subject to certain other agreements therein contained:

" And whereas it would be a great convenience to the said James
" Wilson if the said Matthew Piers Watt Boulton would grant
" to him the said James Wilson, his executors, administrators,
" or assigns, or to such person or persons as he should appoint,
" separate leases of the distinct pieces of land (part of the
" whole of the said piece of land) upon which he intends to
" erect the said several dwelling-houses for the residue of the
" said term of years before named at such ground rents
" according to the quantity of land occupied by such several
" dwelling-houses, and the outbuildings and premises thereto,
" at such ground rents as the said James Wilson, his executors,
" administrators, or assigns, shall affix thereon, not being less
" than the rate for which the land is by the said agreement
" agreed to be let, instead of granting and demising the whole
" of the said land in one lease: And the said James Wilson
" having applied to the said Matthew Piers Watt Boulton upon
" the subject, he has agreed to grant such several leases in
" manner herein-after appearing: Now, therefore, it is hereby
" agreed by and between the parties hereto as follows:

" 1. The said Matthew Piers Watt Boulton, his heirs or
" assigns, shall and will at any time hereafter, upon the
" request and at the costs and charges of the said James
" Wilson, his executors, administrators, and assigns,
" execute to him or them, or to such person or persons
" as he may appoint, good and effectual leases of the
" distinct pieces of land comprising the site of each of
" the dwelling-houses and premises to be erected by the
" said James Wilson, or such number of the said
" dwelling-houses together as the said James Wilson
" shall think fit, so that each separate piece of land and
" such dwelling-house or houses may be subject to a
" ground rent, the amount of which shall first be

A.D. 1874.

" approved of by the said Matthew Piers Watt Boulton
" or his agent, of the piece of land comprising the site
" thereof, and not of the whole ground rent mentioned
" in the said agreement; the whole of such leases to
" contain covenants, conditions, and agreements as
" mentioned in the said recited agreement:

" 2. The granting of such last-mentioned leases not to
" occasion any loss of rent to the said Matthew Piers
" Watt Boulton provided for in the said agreement:

" 3. When by the ways and means mentioned in paragraph 2
" of this agreement a sufficient number of leases shall
" have been granted to produce to the said Matthew
" Piers Watt Boulton the said rent of one hundred and
" eight pounds six shillings and eightpence, mentioned
" in the said recited agreement, then the said Matthew
" Piers Watt Boulton shall grant to the said James
" Wilson, his executors, administrators, and assigns, or
" to whom he or they may appoint, a good and sufficient
" lease of the remaining part of the said land comprised
" in the said agreement for the residue of the said
" term of years then unexpired at a peppercorn rent,
" but subject to the covenants and conditions to be
" inserted in such lease as provided for in the said
" agreement:

" 4. Except as herein provided, the said agreement of the
" eighteenth day of February one thousand eight hun-
" dred and sixty-seven to remain in full force and virtue:"

Leases granted to James Wilson.

And whereas the said Matthew Piers Watt Boulton has, in pursuance of the aforesaid agreements, granted unto the said James Wilson leases of parts of the land agreed to be leased as aforesaid at rents exceeding in the whole the stipulated full rental of one hundred and eight pounds six shillings and eightpence, and he has, in further pursuance of the said agreements, granted unto the said James Wilson three several leases, each at a peppercorn rent, of other parts of the said land, and the dates of the several leases which have been granted as aforesaid, with a short description of the land comprised in each lease, and the amount of the rent reserved by each lease which reserved a money rent, are respectively specified in the first schedule to this Act:

The leases include all in the contracts.

And whereas the leases specified in the said first schedule comprise the whole of the land so as aforesaid agreed to be leased to the said James Wilson:

The money rent leases are invalid.

And whereas the leases which have been granted at money rents as aforesaid are invalid by reason that the proviso for re-entry

therein contained is not made exerciseable unless the rent shall be unpaid for the space of thirty days, the same being demanded when due or at any time afterwards, and no sufficient distress shall be found, whilst the power requires that the proviso for re-entry shall be made exerciseable on the rent being unpaid for the space of twenty-one days and on no sufficient distress being found; but the property demised by each of the said last-mentioned indentures of lease is an adequate security for the rent reserved by such lease:

The peppercorn leases are invalid.

And whereas the leases which have been granted at a peppercorn rent as aforesaid are invalid by reason that the leasing power contained in the said will requires that in every lease there shall be reserved and made payable during the continuance of the term the best and most improved yearly rent or rents that can be obtained or reasonably expected for the premises therein comprised at the time of the granting or making thereof respectively, and also by reason of informality in the reservation of the right of re-entry; and all the leases granted to the said James Wilson as aforesaid are further invalid at law by reason that the legal estate in the premises leased was not vested in the said Matthew Piers Watt Boulton, but in the trustees of the said will at the respective times when the leases were made:

All the leases invalid in law.

The validity of all the leases is further questionable.

And whereas the validity of all the leases granted to the said James Wilson as aforesaid is further questionable on the ground that the said Matthew Piers Watt Boulton at the request of the said James Wilson agreed to grant to him at separate rents land of which the said James Wilson had previously bound himself to accept one lease at an entire rent:

The leases ought to be confirmed.

And whereas inasmuch as the arrangement under which the whole rent of one hundred and eight pounds six shillings and eightpence has been secured on a portion of the land, and the residue of the land agreed to be leased as aforesaid has been leased at a peppercorn rent, is in accordance with the modern practice in regard to agreements for building leases, and as the said James Wilson had expended a large sum of money in building and otherwise improving the land agreed to be leased as aforesaid under the belief that the said Matthew Piers Watt Boulton had power to grant the leases in the manner proposed by the said agreements, and in which they have in fact been granted, and inasmuch as the said Matthew Piers Watt Boulton was under the like erroneous impression in regard to his powers, it is reasonable that the said several leases which have been granted as aforesaid should be confirmed:

A.D. 1874.

Other informal leases have been granted.

And whereas the said Matthew Piers Watt Boulton has from time to time granted building leases of other parts of the said estates in the parishes of Handsworth and Birmingham for terms of ninety-nine years, in some of which leases a peppercorn rent, or some smaller rent than the full yearly rent, is reserved, or both these rents are reserved for a portion or portions of the term thereby created, and in some of which leases there are informalities in the mode in which the proviso for re-entry is framed, and in some of which leases some or all of the before-mentioned mistakes occur:

Last-mentioned leases are specified in second schedule.

And whereas the several leases in regard to which some or one of the mistakes and informalities mentioned in the last preceding recital have occurred are specified in the second schedule to this Act:

Other leases have been granted.

And whereas the said Matthew Piers Watt Boulton has from time to time granted building leases of other parts of the said estates in the parishes of Handsworth and Birmingham for terms of ninety-nine years, which are valid except so far as regards the legal estate in the lands therein comprised, as mentioned in the next recital:

All the leases invalid for want of legal estate, and some on account of other informalities.

And whereas the leases referred to in the three immediately preceding recitals are invalid at law by reason that the legal estate in the premises leased was not vested in the said Matthew Piers Watt Boulton, but in the trustees of the said will at the respective times when the leases were made; and the leases referred to in the two former of such preceding recitals are invalid altogether, as regards some of them on account of the mode in which the rents have been reserved as herein-before is mentioned, as regards some of them on account of the informality in the mode in which the proviso for re-entry has been framed, and as regards some of them on some or all of the before-mentioned accounts; and it is desirable that the said respective leases should be confirmed to such extent that the legal estate in the premises therein respectively comprised shall be deemed to have become vested in the respective lessees, and that the reservation of rents and the provisoes for re-entry in the leases in which such mistakes as aforesaid have been made shall be deemed to be a sufficient compliance with the terms of the leasing power contained in the said will:

Desirable that on these points they should be confirmed.

Advisable to have large leasing powers over the Soho Park Estate for building purposes.

And whereas the estate of which the lands comprised in the before-mentioned leases form part is situate in the parishes of Handsworth and Birmingham, in the counties of Stafford and Warwick respectively, and occupies an area of nearly three hundred acres, and is in immediate proximity to and forms a part of the

A.D. 1874.

suburbs of the town of Birmingham; and it is extremely desirable, with a view to the permanent improvement of the said estates in the parishes of Handsworth and Birmingham, and to the advantage and interest of the owners thereof, that great facility should be given for letting the same out upon building leases, and for authorising preliminary contracts accompanied by further auxiliary provisions:

Desirable to have powers for developing the Soho Park Estate.

And whereas, in order duly to develope the said last-mentioned estate as a building property, it would, in all probability, be found often desirable to make agreements with any local authority, body, or persons enabled so to agree for the construction and maintenance of sewers, roadways, and other works:

Desirable to have powers to grant agricultural and mineral leases, and leases of houses.

And whereas the estates other than the said estates in the parishes of Handsworth and Birmingham subject at law or in equity to the uses of the said will of the said Matthew Robinson Boulton, are of great extent and situate in various parts of the kingdom, and consist chiefly of land used for purposes of agriculture, and under some parts of the estates there are minerals which might be worked to great advantage if there were sufficient powers for granting leases of the minerals, and it is desirable that power should be given for granting agricultural leases, and also leases of houses, for terms not exceeding twenty-one years at rackrent, and leases of minerals for terms not exceeding sixty years, with proper provisions for the application of the rents and royalties reserved by such mineral leases, and that such powers of granting agricultural leases and leases of houses and minerals respectively should be applicable to all the estates subject for the time being at law or in equity to the uses of the said will of the said Matthew Robinson Boulton:

Desired to have power to allow for unexhausted improvements. And that powers of sale should be extended.

And whereas it is desired that in agricultural leases of any parts of the estates subject at law or in equity to the uses of the said will power should be given to insert provisions for making allowances to outgoing tenants for the value of their unexhausted improvements:

And whereas it is also desirable that the powers of sale and exchange contained in the said will should be extended so as to enable the minerals and surface to be dealt with separately, and so as to authorise the imposition of covenants and restrictions upon purchasers and others taking under any of the said powers:

Desirability to raise moneys for certain purposes.

And whereas it is expedient to give powers to raise any sums not exceeding fifteen thousand pounds to be expended for building and improvement purposes in reference to the said estates in the parishes of Handsworth and Birmingham; and also to raise any sum or sums not exceeding fifty thousand pounds for the purpose of investing the same in the purchase of lands in order to render more

A.D. 1874.

compact the estates subject to the uses of the said will; and it is expedient that the moneys required for the purposes aforesaid, or any of them, should be raised by mortgage on all or any competent part or parts of the estates for the time being subject at law or in equity to the uses or trusts of the said will of the said Matthew Robinson Boulton:

And whereas the objects aforesaid cannot be obtained without the authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subject the said Matthew Piers Watt Boulton doth 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, as follows; (that is to say,)

Short title.

1. This Act may for all purposes be cited as "The Boulton Estate Act, 1874."

Interpretation of terms.

2. The following expressions when used in this Act shall have the several meanings herein-after assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,)

The expression "the Boulton estates" shall include all manors, rectories, lands, tenements, and hereditaments in England or Wales which by any means or in any manner now are subject at law or in equity to the subsisting uses or trusts of the said will of the said Matthew Robinson Boulton, or which may hereafter be purchased with or out of any moneys, stocks, funds, shares, or securities which, either under the said will or this Act, or under any special or general Act authorising the taking or purchase of parts of the Boulton estates, or by any similar means, may be liable to be invested in hereditaments to be settled to the uses or trusts of the said will, or which may otherwise by virtue of any provision contained in the said will or this Act become subject at law or in equity to the subsisting uses or trusts of the said will:

The expression "the Soho Park Estate" shall include all such parts of the Boulton estates as herein-before defined as are or may be situate within the parishes of Handsworth and Birmingham, or either of them:

The expression "the general trustees" shall mean the said Richard Aubrey Cartwright, Edmund Henry Dickinson, and Sir Henry William Dashwood, or other the trustees or trustee

acting in the execution of the trusts of the said will of the said Matthew Robinson Boulton in the place of the said Thomas Perrott, Thomas Jones Wilkinson, and John Coles Symes:

The expression "the leasing authority" shall mean the said Matthew Piers Watt Boulton during his life, and after his decease the person for the time being entitled to the first estate of freehold in the Boulton estates, or any part thereof, under the said will of the said Matthew Robinson Boulton, or if such person shall be under the age of twenty-one years, then the general trustees:

The expression "reversioner" shall, both in this Act and in any lease or contract to be made in pursuance thereof, mean the person or persons who shall for the time being be entitled to such parts of the Boulton estates as shall be comprised in any lease or contract made or to be made in reversion immediately expectant upon the determination of such lease or contract, and shall also include any person or persons who, though not entitled to the reversion of the lands comprised in any such lease or contract, shall, under this Act or otherwise, have power to lease or otherwise dispose of the same:

The expression "the lessee" shall, both in this Act and in any lease or contract to be made in pursuance thereof, include the executors, administrators, and assigns of the lessee.

The leases specified in the first schedule confirmed.

3. All the leases which are specified in the first schedule to this Act shall from and after the passing of this Act stand and be absolutely confirmed to all intents and purposes whatsoever, both at law and in equity, in the same or the like manner as if at the date of the execution thereof respectively the said Matthew Piers Watt Boulton had under the said will of the said Matthew Robinson Boulton been invested with legal power to grant such leases respectively, and the same leases respectively shall be read and construed as if the reservation of rent therein contained had been made unto, and the covenants on the part of the lessees therein contained had been entered into with the persons who were at the date of the execution thereof respectively the trustees, under the said will of the said Matthew Robinson Boulton, of the legal estate of the premises therein comprised, and their heirs and assigns, and as if the provisoes for re-entry in the same leases respectively contained had been reserved to and in favour of the same last-mentioned persons and their heirs and assigns.

Other leases confirmed to a certain extent.

4. All the leases (other than those specified in the said first schedule) which have been granted by the said Matthew Piers Watt Boulton of any part of the Soho Park Estate shall be as valid at

A.D. 1874.

law and in equity to all intents and purposes as if at the date of the execution thereof respectively the said Matthew Piers Watt Boulton had, under the said will of the said Matthew Robinson Boulton, been the legal tenant for life in possession of the land comprised in such leases respectively, and the same leases respectively shall be read and construed as if the reservation of rent therein contained had been made unto, and the covenants on the part of the lessees therein contained had been entered into with the persons who were at the date of the execution thereof respectively the trustees, under the said will of the said Matthew Robinson Boulton, of the legal estate of the premises therein comprised, and their heirs and assigns, and as if the provisoes for re-entry in the same leases respectively contained had been reserved to and in favour of the same last-mentioned persons and their heirs and assigns; and as regards any lease specified in the second schedule to this Act in which a peppercorn rent or any smaller rent than the full yearly rent is reserved, or both those rents are reserved for a portion or portions of the term created by such lease, such reservation shall be deemed to be a sufficient compliance with the direction contained in the said will of the said Matthew Robinson Boulton as to the mode in which the rent was to be reserved, and as regards any of such leases in which there is any informality in the mode in which the proviso for re-entry is framed, the proviso for re-entry contained in each such lease shall be deemed to be a sufficient compliance with the directions contained in the said will of the said Matthew Robinson Boulton as to the mode in which the proviso for re-entry should be framed.

Power to grant building, &c. leases for ninety-nine years.

5. The leasing authority may from time to time by deed duly executed lease for any term of years not exceeding ninety-nine years, to take effect in possession or within one year next after the making thereof, any part or parts of the Soho Park Estate to any person who shall covenant or agree to erect or make any building thereon or on some part thereof, or substantially to improve or repair any existing building thereon or on some part thereof, or who shall covenant or agree to annex the premises so to be leased, or any part thereof, for gardens, pleasure grounds, shrubberies, reservoirs, yards, courts, or other conveniences, for purposes of occupation, trade, or otherwise, to any building erected or made, or to be erected or made, on any part of the said Soho Park Estate, or on any adjoining land, or who shall covenant or agree to construct or form upon the premises so to be leased, or any part thereof, any public drives or walks, or other places of public resort or recreation, or otherwise to improve the said Soho Park Estate, or any part thereof, and the leasing authority may also, but

so far only as an owner in fee simple of the estate would by virtue of such ownership have power to grant the same, grant any such lease as aforesaid of the right to take or use either in common with or to the exclusion of any other person or persons, the water of any brook, stream, reservoir, pond, or spring, upon, in, or under the Soho Park Estate, or any part thereof, to any person whomsoever, either with or without any stipulation as to improvements: Provided always, that for the purposes of this section a lease, subject only to a tenancy from year to year, or for any less interest, shall be deemed to be a lease in possession.

Rent to be reserved.

6. On every lease under the power aforesaid shall be reserved, except in cases where a peppercorn or other merely nominal rent may be reserved according to the provisions in that behalf hereinafter contained, the best yearly rent which can be reasonably obtained for the same, to be incident to the reversion, and to be made payable half-yearly or oftener: Provided always, that such rents may be made to commence on any day not exceeding one year from the day of the date of the lease, and may be made to increase periodically, beginning with a peppercorn for the first three years or any less period, and afterwards with such portion of the full yearly rent to be ultimately payable, and so increasing up to the full yearly rent, as the leasing authority, having regard to the circumstances of the case, may think reasonable, but so that the full yearly rent be made payable on a day not later than five years next after the day of the date of the lease.

No fine.

7. Every lease under the aforesaid power shall be made without taking anything in the nature of a fine or premium, but nevertheless in fixing the terms of any lease which shall be made upon the surrender of a former lease, whether granted under this Act or otherwise, it shall be lawful to take into account the value of the lessee's interest under such surrendered lease.

Compulsory covenants and provisions required in building leases.

8. Every lease under the aforesaid power shall contain the following covenants and provisions, so far as the same may be applicable; (that is to say,)

1. A covenant by the lessee for the due payment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent:
2. A covenant by the lessee for the payment of all taxes, rates, tithes, rentcharge in lieu of tithes, assessments, and impositions whatsoever payable by either landlord or tenant affecting or to affect the demised premises (landlord's property tax only excepted):
3. A covenant by the lessee to make within a time therein specified any buildings or other improvements in consideration of

A.D. 1874.

which the lease shall be granted and which shall not be completed at the time of granting the same:

4. A covenant by the lessee to keep the buildings on the demised premises in repair:

5. A covenant by the lessee not to commit waste, save so far as it may be necessary for or incident to the purposes for which the lease is granted:

6. A covenant by the lessee to yield up on the expiration or sooner determination of the term the possession of the demised premises, with the buildings and improvements thereon, in good repair and condition:

7. A provision that the reversioner, his agents, and workmen, may enter upon the demised premises twice in every year or oftener at all seasonable times and inspect the condition thereof:

8. A provision that the reversioner may re-enter for non-payment within thirty days of the rent thereby reserved, unless such rent shall be a peppercorn, or for non-performance of the covenants and agreements therein contained on the part of the lessee.

Provisions authorised in building leases.

9. Every lease under the aforesaid power may, if the leasing authority shall think fit, be granted with provisions for all or any of the following purposes; (to wit,)

1. A provision for apportioning the rent to be reserved and for exonerating any part of the demised premises from the payment of any specified portion of the whole rent thereby reserved:

2. A covenant by the lessee to keep all or any of the insurable buildings on the demised premises insured against damage by fire in such manner as shall be mentioned therein, and to lay out the money received on such insurance, and also all other money requisite, in substantially restoring any building which was or ought to have been insured and which shall be destroyed or damaged by fire:

3. A covenant by the lessee to contribute towards the expense of making and keeping in repair, ornamenting, and embellishing any squares, or other open places, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any parts of the Soho Park Estate:

4. Any other usual or proper provisions which the leasing authority may think advisable:

Provided that each apportionment of rent made under sub-section 1 of this present section shall be so made that each apportioned part of the rent shall be amply secured upon some part of the demised premises, and no exoneration of part of any demised premises from any part of the rent shall be made under the same sub-section except in cases where the whole rent reserved by the lease shall be amply secured upon some other part of the demised premises, and for the purposes of this proviso no rent shall be considered amply secured unless at the time of the apportionment or exoneration the rackrent value of the land on which the rent is secured shall be at least six times the value of the rent.

Liberties and easements authorised to be granted to lessees.

10. The leasing authority (if he think fit) may grant to the lessee all or any of the following liberties and easements; (to wit,)

1. Liberty to take down or remove all or any part of the buildings on the demised premises, and to apply and dispose of the materials thereof to any purposes agreed on:
2. Liberty to alter and reconstruct all or any part of any buildings comprised in the lease, so that such alteration or reconstruction be made with the privity and to the satisfaction of the reversioner, or his surveyors or agents:
3. Liberty to set out and allot any part of the demised premises as and for sites of squares and other open spaces, streets, roads, ways, avenues, passages, and embankments, wharfs, drains, yards, gardens, pleasure grounds, shrubberies, and otherwise for the use and convenience of the occupiers of the demised premises, or of any premises adjoining or near thereto, and forming part of the Soho Park Estate, or for the general improvement of the Soho Park Estate, or of any part or parts thereof:
4. Liberty to make, lay, maintain, repair, or use in or under any part not then already leased of the Soho Park Estate, or (so far as any reservation or provision in any lease theretofore made, either under this Act or otherwise, of any part of the same estate will authorise) any part then already leased of such estate, any sewers, drains, pipes conduits, arches, cellars, vaults, areas, and other conveniences for any then present or any future buildings or works, and also, but so far only as an owner in fee simple of the Soho Park Estate would by virtue of such ownership have power to grant the same, like liberty to construct, maintain, repair, or use any reservoirs, dams, mill races, watercourses, or other waterworks, and like liberty to use the water of any brook, stream, pond, or spring on the said estate:

A.D. 1874.

5. Liberty to dig, take, and carry away unmanufactured in and out of the demised premises any such building stone, earth, clay, sand, loam, gravel, and other substances as it may be necessary or convenient to remove :

6. Liberty to get, dig, and remove any building stone, earth, clay, sand, loam, gravel, and other substances out of the demised premises or any part thereof, or any land adjoining or near thereto, and to manufacture the same into bricks, tiles, or other materials to be used in improving the demised premises, or for such other purposes as shall be agreed upon :

7. Liberty to fell, lop, or cut and carry away and use any timber and other trees, shrubs, and plants on the demised premises :

8. Easements of ways, waters, drainage, and lights, and other easements over, in, through, or affecting any part not then already leased of the Soho Park Estate, or (so far as any reservation or provisions in any lease theretofore made, either under this Act or otherwise, of any part of such estate will authorise) any part then already leased of the same estate :

9. Any other usual or proper liberties, easements, and privileges usual in leases for like purposes, or which the leasing authority may think it advisable to grant.

Reservations authorised in building leases.

11. The leasing authority may, if and as he shall think fit, make in every or any lease under the aforesaid power all or any of the following reservations, subject in every case to such compensation (if any) as shall be agreed upon; (to wit,)

1. Reservations of rights or powers to make, lay, or use any sewers, drains, watercourses, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences in, through, over, or under the demised premises :

2. Reservations of any easements of ways, waters, drainage, lights, or support, or of any other description affecting the demised premises :

3. Reservations of timber or other trees upon the demised premises, and of any rights with respect to the same :

4. Reservations of mines, minerals, stone, earths, and other substances in or under the demised premises, and of any liberties, easements, and privileges with respect to the same :

5. Any other usual or proper reservations which the leasing authority may think advisable.

A.D. 1874.

Power to grant building leases for ninety-nine years on surrender of certain leases.

12. The leasing authority may from time to time, if and when he thinks fit, grant leases for any terms not exceeding ninety-nine years, to take effect in possession or within one year next after the making thereof, reserving such rent only as herein-after mentioned, and either with or without any stipulations for improvements, but in all other respects in accordance with the provisions herein-before contained, in consideration of the surrender of any lease or leases of any parts of the Soho Park Estate which may have been granted, or may hereafter be granted, for any term of originally not less than thirty years, or for any life or lives, or for any term determinable with any life or lives.

New lease may include additional land, and holdings may be divided.

13. Any lease to be made under the last preceding section of this Act may include either the whole or a part only of the premises comprised in the surrendered lease or leases, and may also include any other part or parts of the Soho Park Estate adjoining to such surrendered premises, or convenient to be held therewith; also upon the surrender of one or more lease or leases, and in consideration thereof, several separate leases may be granted of different portions of the premises comprised in the surrendered lease or leases, with or without any such additions as aforesaid, and with or without any such liberties and easements as are hereby authorised to be granted as aforesaid.

Rent to be reserved.

14. The rent to be reserved upon every or any lease to be made under the two last preceding sections of this Act, or either of them, shall be such as the leasing authority may consider fair and reasonable, having regard to all the circumstances of the case: Provided nevertheless, that the rent to be reserved upon any such lease shall not be less than the rent previously paid in respect of the premises comprised in such lease, where such previous rent can be distinguished and ascertained, together with an addition thereto of not less than fifteen per centum per annum on such previous rent; but if any part of the land comprised in any such lease shall be entirely surrendered, the leasing authority may make such apportionment of the original rent between the portion absolutely surrendered and the portion to be again leased as he shall think proper: Provided further, that where any additional land shall be added to the previous holding, the best rent that can reasonably be had shall be reserved in respect of such additional land: Provided also, that no fine or premium shall be taken for the granting of any such lease.

Power to make contracts.

15. The leasing authority may from time to time enter into contracts in writing for leasing, according to the provisions herein-

A.D. 1874.

before contained, any part or parts of the Soho Park Estate, and every such contract may contain all or any of the following agreements:

1. An agreement that when and as the improvements to be in that behalf specified in the contract shall have been duly made in the manner and to the extent therein stipulated, the land agreed to be leased shall be by the leasing authority for the time being, if any, or if none, by the reversioner, leased according to the contract to the person contracting to take the same, his executors, administrators, or assigns, for the remainder of the time specified in the contract, and in such parcels and under such portions of the yearly rent as shall be specified in the contract, or if not so specified, shall be thought proper by the leasing authority or the reversioner, but so nevertheless that in case the rent shall be unequally distributed the yearly rent reserved in any lease shall not exceed one sixth part of the estimated clear yearly rackrent value of the land comprised in the lease when built on or otherwise improved and fit for use:
2. An agreement that the full rent specified in the contract shall or may be reserved on the lease or leases to be made of a given quantity to be specified in such contract of the land thereby agreed to be leased, and that the residue thereof shall be leased at the yearly rent of a peppercorn or some other merely nominal rent, and this either before or after the full rent specified in the contract shall have been reserved in some lease or leases made in pursuance thereof, and at such time or respective times and in such manner as may be specified in the contract, or if not so specified as the leasing authority or reversioner may think fit:
3. An agreement that the full yearly rent specified in the contract shall or may be appropriated to a part or apportioned between parts of the lands therein comprised, either by a surveyor or referee, or otherwise:
4. An agreement that the yearly rent specified in the contract and thereby made payable may be made to commence from such period, not exceeding one year from the day of the date of the contract, and to increase periodically, beginning with a peppercorn rent for the first three years, or any less period, and afterwards with such portion of the yearly rent thereby made payable, and so increasing up to the full yearly rent, as the leasing authority, having regard to the quantity of land therein comprised and the progress of the improve-

ments thereby agreed to be made, and the other circumstances of the case, may think reasonable, but so that the full yearly rent be made payable on a day not later than five years from the day of the date of the contract:

5. An agreement that when and as any lease shall be made of any part of the land comprised in the contract, the land so from time to time leased shall be discharged from the contract, and the person with whom the contract shall be made shall remain liable thereunder in respect only of such part as shall not for the time being be leased of the land comprised therein, and to the payment of such portion only from time to time of the yearly rent therein specified as shall be thought proper, and shall in such contract be provided for:

6. An agreement that the person with whom any such contract may be entered into may have, exercise, or enjoy all or any of the liberties which are by the provisions hereinbefore contained respecting building, repairing, and improving leases authorised to be granted to lessees, so that the liberties so to be had, exercised, or enjoyed be specified in the said contract:

7. Any other agreements which the leasing authority may consider reasonable or advantageous, subject only to the limitation that the contract shall not make obligatory on the leasing authority, or on the reversioner, any agreement to which the leasing authority may not be by this Act authorised to give effect by a lease.

Provisions which contracts must contain.

16. Every contract entered into under the aforesaid power shall contain provisions to the following effect; (to wit,)

1. That the reversioner may vacate the contract as to such part of the land therein comprised as shall not for the time being have been actually leased in pursuance thereof, and re-enter upon the same in case the same land shall not, within a reasonable time to be expressed in such contract, be improved as therein stipulated:

2. That the person to whom the lease ought according to the contract to be granted, shall, within a reasonable time to be expressed in such contract, accept such lease and execute a counterpart thereof, and pay the reasonable charges of preparing such lease and counterpart respectively; and that in default of such acceptance, execution, or payment, the reversioner may vacate the contract as to the land not actually leased in pursuance thereof, and re-enter upon the same.

A.D. 1874.

Contracts to be carried out by leases.

17. Every contract entered into under the aforesaid powers shall (except as by this Act otherwise provided) be carried into effect by a lease or leases to be granted in pursuance of the power in that behalf herein-before contained, so far as the same shall be applicable.

Power to vary or rescind contracts.

18. The leasing authority may from time to time make any new contract with respect to any land theretofore contracted to be leased with any person for the time being entitled to the benefit of the then existing contract, by way of addition to or explanation or alteration of all or any of the terms of such existing contract, but so as such contract when so added to, explained, or altered, shall be conformable to the provisions of this Act. The leasing authority may also accept the surrender of all or any part of the land comprised in any such contract, and may release the person with whom any such contract has been entered into, his heirs, executors, administrators, and assigns, from the observance of the whole or any part thereof.

Lease good notwithstanding defect in contract.

19. Every lease under this Act shall be deemed duly made, notwithstanding it was preceded by a contract not in due accordance with the provisions of this Act, or notwithstanding the contract was not in all respects duly observed, and whether or not the lease purport to be made in pursuance of the contract, or notwithstanding any variation between the lease and the contract, so as the lease itself be conformable to this Act.

Power to confirm leases.

20. Where any lease purporting to be granted under the aforesaid powers shall for some technical error, informality, irregularity, or defect in the making or executing thereof be thought to be void or voidable, the leasing authority (if he think fit) may confirm it, or may make instead thereof a lease in accordance with this Act, but only for the same term, and at the same rent, and on the same terms and conditions as were or were intended to be respectively granted, reserved, and contained in and by the lease so thought to be void or voidable: Provided always, that no fine shall be taken for making any such confirmation of a lease so thought to be void or voidable, or for granting any such lease instead thereof.

Provisions of Act to apply as to premises leased when again in possession.

Power to grant fresh lease in lieu of forfeited lease.

21. When the possession of any part of the hereditaments leased or contracted to be leased under the aforesaid powers shall be resumed or recovered by virtue of any condition of re-entry contained in the lease or contract, the same shall thereupon become subject to be from time to time thereafter leased or otherwise dealt with or disposed of under this Act: Provided always, that in any such case as last aforesaid, it shall be lawful for the leasing authority, if he shall think fit, to grant a lease or to enter into a

contract to grant a lease, and afterwards to grant a lease of the premises comprised in any such forfeited lease or contract for any term of years not exceeding the unexpired residue of the term granted or agreed to be granted by such forfeited lease or contract at a yearly rent or yearly rents which shall not be less in amount than the yearly rent reserved or agreed to be reserved by such forfeited lease or contract (but subject in all other respects to the restrictions herein contained) to the tenant under such forfeited lease or contract, or to any other person whom in his absolute discretion the leasing authority shall consider justly entitled to the benefit of the same forfeited lease or contract.

Power to grant separate leases in lieu of a single lease.

22. The leasing authority may, if he think fit, upon the surrender of any lease now existing or hereafter to be granted of any part of the Soho Park Estate, grant separate leases of the whole or any part of the premises comprised in such lease for the residue of the term for which such premises were held under the same lease, and may also, if he think fit, upon the surrender of any two or more such leases, re-apportion the premises comprised therein, or any of them, among the several lessees or assignees thereof, and grant to each lessee or assignee or to his nominee or nominees, one or more lease or leases of the premises apportioned to him for the residue of the term for which such lessee or assignee held the premises surrendered by him, and may apportion the rents reserved by the surrendered leases among the new leases as he shall think fit, and any such apportionment may include any two or more leases held for terms the residues whereof do not differ by more than one fifth part of the shortest term; but the aggregate amount of the rents reserved upon or as the result of such re-apportionment shall be at least as great as the rent reserved in the surrendered lease or leases, and no fine shall be taken for making such re-apportionment or separate lease or leases.

And to re-apportion premises held under different leases.

Power to accept surrenders.

23. The leasing authority may accept surrenders of any leases now subsisting or hereafter to be granted, either under the aforesaid powers or under the said will of the said Matthew Robinson Boulton or otherwise, of any parts of the Soho Park Estate, either unconditionally or for the purpose of granting any new lease or leases under any of the powers contained either in this Act or in the said will; and the accepting of a surrender of a lease shall not for the purposes of this Act or of the said will be deemed to be taking a fine or premium for the granting of a new lease or leases, and such surrender may be either of the whole or of any part or parts of the land comprised in any lease a surrender of which is hereby authorised as aforesaid; and if and as often as a surrender shall

Accepting surrenders not deemed taking fines.

A.D. 1874.

be accepted of part only of the land comprised in any lease, the leasing authority may make such apportionment of the original rent between the portion surrendered and the portion not surrendered as he shall think proper. And if the whole of the leasehold interest in the property of which a part only shall be surrendered shall not be vested in the surrendering party, the leasing authority shall be at liberty, by deed executed by himself and the surrendering party, and without the necessity of any concurrence of any other party, to adopt and confirm any existing arrangement for apportionment of rent or liabilities, or for the exercise or use of rights or easements which may have been previously entered into or made between the leaseholders, or any of them.

Power to confirm existing apportionment.

Power to build on Soho Park Estate with or out of the money herein-after authorised to be raised for improvements of that estate.

24. The leasing authority may erect upon any parts of the Soho Park Estate any houses or other buildings, and may alter or reconstruct any buildings for the time being existing on the same estate, and the general trustees may apply for all or any of such purposes all or any part or parts of any moneys by this Act authorised to be raised for improvements of the Soho Park Estate.

Power to appropriate land for streets, &c.

25. The leasing authority may from time to time lay out and appropriate any part or parts of the Soho Park Estate as and for squares, crescents, gardens, open spaces, bridges, streets, avenues, roads, paths, passages, pipes, conduits, or other easements or conveniences, and may, if he shall think fit, convey any such premises in fee simple, or for any less interest, or lease the same for any term whatsoever to any public body or individuals upon such trusts and subject to such conditions as may be proper for effectuating all or any of the aforesaid purposes, and may grant to the lessees and occupiers of the said estate, or any of them, such liberties, rights, privileges, easements, and conveniences in respect of any premises so appropriated (and particularly any of the rights and liberties which the leasing authority might himself exercise under the next succeeding section of this Act) as the leasing authority shall deem reasonable or convenient, and may execute all such deeds and instruments as may be thought proper for effectuating all or any of the aforesaid purposes, and may make any such appropriation or grant any such rights, liberties, privileges, easements, or conveniences, either with or without receiving any valuable consideration for the same, so that such consideration, if any, shall either be a rent payable yearly or oftener, or a gross sum, or partly a rent and partly a gross sum, and that the same, if a rent, shall be reserved or settled in such manner that the same may be receivable as

income by the person or persons who would have been entitled to the rents and profits of the premises so appropriated if such appropriation had not been made, and if a gross sum, shall be paid to the general trustees and applied by them in or towards all or any of the purposes in or towards which the same gross sum would be applicable if it had arisen from a sale of the premises so appropriated under any of the powers contained in the said will of the said Matthew Robinson Boulton and this Act, or either of them.

Power to lay out and develope land for building purposes.

26. The leasing authority may from time to time form and construct and maintain upon any part or parts of the Soho Park Estate which may have been or may be appropriated for the purposes of the last preceding section, under the powers of the said will of the said Matthew Robinson Boulton, or of this Act, any squares, crescents, gardens, open places, bridges, streets, avenues, roads, paths, passages, drains, sewers, pipes, conduits, or other works, easements, or conveniences for the general advantage or improvement of the same estate, or any part thereof; and may make and construct in or upon any parts of the same estates all such drains, sewers, pavements, passages, pipes, conduits, and other easements, and erect or set up such walls and other fences, or cut or take down and remove, or make use of such hedges, fences, timber, and other trees and underwood; and also such houses and other buildings, and the materials thereof, and dig and remove, or make use of such stone, earth, clay, sand, loam, or gravel, and execute all such other works and improvements, and do all such other acts as the leasing authority shall think proper for the purpose of making, forming, and constructing or maintaining any such buildings and works as are authorised by this present section, or by any other section of this Act, or for providing for or facilitating the drainage and sewerage, and fencing and lighting, and the general convenience and healthfulness of any part or parts of the Soho Park Estate, or for preparing any parts of the Soho Park Estate for use and occupation for the purposes of buildings and improvements, or otherwise facilitating the advantageous leasing thereof; and may also take down and remove any buildings or parts of buildings upon any parts of the Soho Park Estate, and may build any houses or other buildings upon any parts of the said estate, either in lieu of any houses so pulled down or removed, or otherwise, as the leasing authority shall think necessary or expedient; and the general trustees may apply for all or any of the purposes mentioned in the present section any part or parts of any moneys by this Act authorised to be raised for improvements of the Soho Park Estate.

Power to make arrangements

27. The leasing authority may give to any commissioners, board, corporation, or persons who may, under any local improvement Act

A.D. 1874.

with public authorities for making streets, &c.

or general Act, or otherwise, be authorised to make and maintain sewers, pavements, and other works of public convenience, such notices or consents, or may do such other acts as may be necessary or proper to authorise and induce such commissioners, board, corporation, or persons to make and maintain upon or in connexion with any crescents, squares, gardens, open places, bridges, roads, streets, ways, avenues, passages, drains, sewers, and pavements formed or to be formed upon any parts of the Soho Park Estate such sewers, drains, pavements, roadways, and other works as they may by any local or general Act or otherwise be empowered to make or maintain, and to cause such sewers, drains, pavements, roadways, and other works to be made or maintained accordingly, subject to such repayment of the expenses of the construction or maintenance thereof respectively as by any Act or otherwise may be provided for or directed, and generally may do such acts and enter into such agreements for procuring the construction or maintenance by the surveyors of highway, or by any corporation, commissioners, board, or persons enabled or required in this behalf by any local or general Act, or otherwise, of any sewers, drains, pavements, roadways, or other easements or works in, upon, or under, or in connexion with any crescents, squares, gardens, open spaces, bridges, roads, streets, ways, avenues, passages, drains, sewers, and pavements already set out, formed, or constructed, or which may be set out, formed, or constructed on any parts of the Soho Park Estate as the leasing authority may deem expedient for the improvement of the said estate, or any part thereof, and the general trustees may, out of any moneys authorised to be raised for improvements of the Soho Park Estate by this Act, repay the expenses of the construction of any sewers, drains, pavements, roadways, or other easements or works which may be constructed as herein-before mentioned, but the expenses of the maintenance thereof, so far as the same are not payable by the said commissioners, corporation, board, or persons, shall be defrayed out of the rents and profits of the Boulton estates.

Power to contract for repayment of moneys laid out in improvements.

28. The leasing authority may from time to time, and at any time or times, agree with any person or persons to or with whom any lease or contract for a lease may be granted or entered into by the leasing authority under the powers of this Act, or of the said will, for the repayment to the general trustees of all or any part of any moneys which may have been or may thereafter be expended under the powers of this Act upon the land to be comprised in any such lease or contract, or the buildings thereon, or which may have been or may thereafter be expended under such powers in the formation, construction, or maintenance of crescents, squares,

gardens, open places, roads, streets, ways, avenues, drains, sewers, pavements, passages, pipes, conduits, watercourses, or other easements, or in the performance or execution of any works whatsoever upon any parts of the Soho Park Estate which may be necessary or conducive to the advantageous occupation or enjoyment of the land to be comprised in such lease or contract, or any buildings or improvements to be erected or made thereon, or to the general benefit of the estate, and may take such security and stipulate for such remedies, if he thinks it desirable to do so, for the repayment and recovery thereof to and by the general trustees as the leasing authority shall think fit, and the moneys so to be made payable shall not be deemed a fine or premium for the making of any lease under the provisions contained in this Act, or in the said will of the said Matthew Robinson Boulton, but shall be deemed capital applicable for the purposes of this Act.

The consent of the general trustees required in certain cases.

29. During such time as the leasing authority shall be any person other than the general trustees, none of the powers which by the twenty-fourth, twenty-fifth, twenty-sixth, twenty-seventh, and twenty-eighth sections respectively of this Act are given to the leasing authority shall be exercised by the leasing authority except with the consent in each case of the general trustees.

Extension of power of leasing houses and lands contained in the will of Matthew Robinson Boulton.

30. The leasing authority may from time to time, by deed duly executed, exercise the power which is given by the said will of the said Matthew Robinson Boulton of leasing for any term or number of years not exceeding seven years all or any part of the messuages, lands, and hereditaments thereby devised, and may in exercise of the said power grant any such lease for any term or number of years not exceeding twenty-one years, either absolute or determinable by notice as may be specified in the lease, instead of seven years as provided by the said will: Provided, that no lease to be made for any term or number of years exceeding seven years shall extend to or include the principal mansion house at Tew Park, in the county of Oxford, or the gardens, pleasure grounds, or park usually occupied therewith: Provided also, that in any agricultural lease to be granted under the conjoint operation of the power of leasing contained in the said will and of this section it shall be lawful to enter into a stipulation or agreement, in such terms as the leasing authority may think proper, that allowance shall be made by the reversioner, on the determination of the lease to the outgoing tenant, for the value at that time (to be ascertained in any manner which may in the lease be agreed on in that behalf) of any outlay made or to be made by the lessee in buildings, machinery, fencing, and making watercourses or drains, or of any unexhausted improvements, including

A.D. 1874.

therein artificial foods or manures, and lime and chalk laid on the land, which the lessee may have made in the lands which are the subject matter of the lease, and in cases in which the aforesaid matters or any of them shall not have been fully provided for in any such lease, it shall be lawful for the leasing authority for the time being, at any time or times during the continuance of any lease, to enter into any agreement or agreements in writing to the like effect with the tenant for the time being under the lease, and every such agreement shall be binding on the reversioner, and no repayment to the reversioner by any incoming tenant of all or any part of the amount which shall have been paid by the reversioner to any lessee under the authority of the provisions of this Act shall be deemed to be a fine, premium, or foregift, or in the nature of a fine, premium, or foregift paid for the granting or making of the lease to such incoming tenant.

Power to grant mining leases.

31. The leasing authority may from time to time, by deed duly executed, lease all or any of the collieries, mines, or minerals (whether opened or unopened), in, under, or upon the Boulton estates, either with or without any buildings convenient to be held or occupied with the same respectively, and either with or without the surface of any lands in or under which the same or any part thereof respectively shall lie, and either with or without any lands and hereditaments which it may be convenient that a lessee of such collieries, mines, or minerals should for purposes connected with such collieries, mines, or minerals have, use, or enjoy, unto any person or persons for any term of years absolute not exceeding sixty years, to take effect in possession or within three calendar months after the date of the lease, and either with or without all or any of the liberties, licenses, powers, authorities, easements, and privileges respectively herein-after mentioned; that is to say,

1. Liberty to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said collieries, mines, and minerals, and for those purposes from time to time to sink, drive, carry, and make pits, shafts, drifts, grooves, tunnels, soughs, levels, trenches, sluices, way-gates, gutters, water-gates, watercourses, and other subterraneous or other works in, under, and upon any part of the several lands and hereditaments, and to erect, build, and construct such steam engines, furnaces, engines, mills or gins, or other machines, and to use, occupy, maintain, and amend the same in such manner as shall be necessary or expedient, and to use all other lawful ways and means whatsoever, whether of future invention or present use, as well for finding, discovering,

winning, working, and getting and raising the said collieries, mines, and minerals, as for draining, or discharging, or carrying away water, foul air, stythe, or stench, from, forth, and out of the same :

2. Liberty of outstroke and instroke into or from any adjoining or other mines, quarries, pits, shafts, or workings, either for the purpose of working the collieries, mines, or minerals under the adjoining lands, or for the purpose of working the collieries, mines, and minerals leased, or any of them, through the collieries, mines, pits, quarries, shafts, or workings under the adjoining lands :

3. Liberty, license, power, and authority to take and use sufficient ground room, heap room, and pit room, for bringing to bank, stacking, depositing, laying, placing, converting into coke, smelting, calcining, working, and manufacturing the minerals, rubbish, and refuse which shall from time to time proceed from or be won, raised, wrought, dug, or gotten out of the same collieries or mines, or from or out of any furnaces, manufactories, brick-kilns, or other works to be comprised in any such lease, or to be erected or set up as aforesaid, or which may be raised or brought or imported from any other collieries, mines, lands, or works :

4. Liberty, license, power, and authority to have, use, and take all or any of the water flowing, or which shall or may flow or be made to flow in, upon, under or over any of the said several lands and hereditaments, and to turn and convert the same into the said collieries, mines, or works, for working any of the machinery thereof, and for any other purpose connected with the working of the said collieries or mines :

5. Liberty to make or use way-leaves, water-leaves, roads, paths, subterraneous and other passages, store yards, and other easements and privileges in, upon, or out of, under, or over all or any parts of the said several lands and hereditaments, to and for the lessee and his agents, workmen, and servants, from time to time during the continuance of the term to be by such lease granted, to take, lead, carry away, and deposit, with or without horses, carts, wains, waggons, and carriages, all or any of the minerals, rubbish, and refuse to be wrought, won, or gotten in, from, and out of the collieries and mines thereby leased :

6. Liberty to pull down, alter, vary, erect, build, cut, form, construct, set up, lay down, use, and occupy all such houses, hovels, sheds, lodges, buildings, erections, engines, furnaces,

A.D. 1874.

forges, boundaries, canals, watercourses, tramroads, railways, or framed waggon ways, sideways, batteries, cuts, inclined planes, and other roads or ways, weighing and other machines, conveniences, devices, inventions, and works whatsoever, already in use or hereafter to be invented, as shall from time to time be necessary, expedient, or convenient for the standing, lying, and placing of workmen, work-houses, works, and utensils, and for the working and carrying on of the works of the said collieries and mines, and for the taking, leading, or carrying away and depositing of the said minerals, rubbish, and refuse, whether produced from the collieries, mines, and minerals leased, or from other collieries, mines, or lands, and to make, construct, and set up such gates, hedges, mounds, embankments, and other fences as shall or may be proper and sufficient for separating and fencing off any surface railways, tramroads, or watercourses from the lands adjoining thereto, and also from time to time to remove, take, and carry away all or any of the steam engines or other engines, furnaces, forges, foundries, and other buildings and erections, tramroads, railways, waggon ways, and weighing and other machines at pleasure, and also to dig and get up stones, sods, peat, clay, or spar for making or building such houses or other buildings or works as aforesaid, and powers generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of minerals, and for manufacturing and carrying away the same, as the leasing authority shall deem it necessary or expedient to give or grant, whether such powers shall be of the like nature with the liberties, easements, and privileges respectively herein-before mentioned, or of any different nature.

Rent and royalty to be reserved, and provisions to be contained in mineral leases.

32. In every lease to be granted under the immediately preceding section there shall be reserved and made payable during the continuance of the term thereby granted such yearly certain rent in money, and such royalties and reservations in money (and not in kind) as can under the circumstances of the case be reasonably had for the premises to be comprised therein, but nevertheless with or subject to any such allowance in respect of or deductions from any such rents and reservations as shall be thought reasonable, and so as the same be made without any fine or premium for the making of the same (such covenants, conditions, provisoes, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium), and so also that in case any such

lease shall be made on the surrender of a former lease, the value of the lessees interest under such surrendered lease may be taken into account in fixing the terms of the new lease, and so as in every such lease there be contained a condition of re-entry or power to make void or determine the same in case the rents and reservations thereby reserved, or any of them, or any part thereof, shall be unpaid within a reasonable time to be therein specified, and so as the lease of the lands to be leased, with any collieries, mines, or minerals, or to be given up for the purposes of any way-leaves, water-leaves, railways, tramroads, watercourses, sideways, batteries, cuts, inclined planes, or store yards, shall cease with the lease of the same collieries, mines, or minerals, and so as the respective lessees execute counterparts of their respective leases, and enter into such covenants and agreements as the leasing authority shall deem expedient for working and managing the said collieries, mines, and minerals, and for rendering the same as productive of rent as circumstances will permit, and for duly paying the rents and reservations thereby reserved.

Provisions which may be contained in leases.

33. In every lease of minerals to be granted as aforesaid, there may be reserved and contained any other exceptions, reservations, covenants, agreements, provisoes, or stipulations whatsoever which are usual in leases granted of collieries, mines, and minerals in the district, or which, though not usual in such leases, shall or may be deemed necessary or expedient for providing for the due working and management, or for the advantageous letting of any collieries, mines, and minerals so to be leased, or any works belonging thereto, or which may be otherwise proper in relation to the same, so that the same be not inconsistent with or tend to defeat the effect of the covenants or provisions herein-before directed to be inserted therein; and in and by any such lease it may be agreed that the lease shall be determinable by the lessee at any time or times, or in any case or cases to be in such lease specified in that behalf, on giving such notice of his desire to determine the same as shall be in such lease prescribed, and on payment on or before the expiration of such notice of all the rents, reservations, and other sums of money which shall have become previously and up to that time payable by virtue of such lease, yet so nevertheless that in case the lease give to the lessee such power as aforesaid to determine the same, it shall also provide that the determination of the lease by notice as aforesaid, shall not prejudice any right of action or other remedy which at the time of the determination of such lease may be subsisting against the lessee or any other person by reason of any breach then already committed of any of the covenants, conditions, or agreements on the lessee's part in such lease contained, and it may in any such

A.D. 1874.

lease be stipulated that the lessee shall expend a given sum or shall not be obliged to spend more than a given sum, within any time to be in such lease specified, in or about working or searching for any collieries, mines, or minerals to be comprised in such lease, and that all or any questions which may arise touching the construction, effect, incidents, or consequences of the same may be referred to and decided by arbitration in such manner as shall be prescribed by such lease.

Leases may be varied.

34. The leasing authority may enter into and accept any new covenants, stipulations, and other provisions in relation to any collieries, mines, or minerals leased as aforesaid, or any lands and hereditaments, liberties, licenses, powers, authorities, easements, or privileges connected therewith, with and from any person for the time being entitled to the benefit of any lease which shall have been made of such collieries, mines, or minerals by virtue of the aforesaid power in that behalf, by way of addition to or explanation or alteration of all or any of the covenants, stipulations, or provisions in such lease contained, yet nevertheless, so that such lease shall, when so added to, explained, or altered, be conformable to the requirements of the same power.

Rents in mineral leases to be paid to the general trustees for application.

35. In every mineral lease to be granted under this Act, the rents and royalties shall be reserved and made payable to the general trustees, and they shall be possessed of the same when received upon the trusts following; that is to say, if at the time when the same shall have become payable there shall be no adult tenant for life in possession of the Boulton estates under the said will of the said Matthew Robinson Boulton, then upon the trusts and for the purposes which would be applicable thereto if the same were moneys which had arisen under the exercise of the powers of sale contained in the said will of the said Matthew Robinson Boulton; but if at the time when the same shall have become payable there shall be an adult tenant for life in possession of the Boulton estates under the said will of the said Matthew Robinson Boulton, then upon trust as to three equal fourth parts or shares thereof for such adult tenant for life in possession, and to be paid to him accordingly; and as to the remaining one equal fourth part or share thereof upon the trusts and for the purposes which would be applicable thereto if the same were moneys which had arisen under the exercise of the power of sale contained in the said will of the said Matthew Robinson Boulton.

General trustees to be parties to

36. In order that the last preceding provision may be carried out the general trustees shall be made parties to each mineral lease to be made under the provisions of this Act, and the rents and royalties

shall be thereby reserved to them, and the general trustees for the time being shall have all the landlord's powers of distress for the recovery thereof, and power to sue upon the covenants for payment of the rents and royalties though the covenants may not be entered into with them; nevertheless, when and so soon as any person entitled in immediate reversion on the determination of any mineral lease to the property which is the subject of the lease shall have acquired or become entitled to the fee simple thereof discharged from the estates tail created by the said will of the said Matthew Robinson Boulton, and the remainders over, the right of the general trustees to receive the rents and royalties reserved by such lease shall be at an end, and the rents and royalties shall thenceforth be receivable by the person or persons entitled to the immediate reversion of the demised premises.

leases, and to have landlord's powers as to rents.

37. The provisions contained in sections 20, 21, and 23 of this Act shall be applicable, mutatis mutandis, to and in respect of any leases of houses, lands, or minerals which may be granted under the powers of this Act.

Sections 20, 21, and 23 to be applicable to leases granted under this Act.

38. A counterpart of every lease granted under this Act, and of every other deed to be made between the leasing authority and any lessee under the provisions of this Act, shall be executed by the lessee and delivered by him to the leasing authority, but a memorandum under the hand of the leasing authority, or his agent, acknowledging the receipt of any such counterpart, shall in the absence of fraud be conclusive evidence that the counterpart was duly executed and delivered as by this Act is required.

Counterparts of leases.

39. The general trustees may at any time or times hereafter, when and as they shall think proper, borrow at interest any such sum or sums of money as are herein-after mentioned for the respective purposes herein-after specified; that is to say, first, any sum or sums of money not exceeding in the whole fifteen thousand pounds for purposes of improvements of the Soho Park Estate, and may apply the same or permit the same to be applied according to the direction of the leasing authority for the time being in or towards all or any of the purposes in or towards which the same are herein-before authorised to be applied; and secondly, any sum or sums of money not exceeding in the whole fifty thousand pounds, and with the consent in writing of the leasing authority expend the moneys so borrowed as last aforesaid in the purchase of freehold, copyhold, or leasehold hereditaments, intermixed with or immediately adjoining any of the estates forming part of the Boulton estates, in the same manner in all respects as if the same were moneys arising from the exercise of the power of sale and exchange contained in the will of the said Matthew Robinson Boulton.

Power to raise moneys for Soho Park Estate improvements, and for investment in purchase of lands.

A.D. 1874.

Power to mortgage for raising moneys.

40. As a security for the several moneys so to be borrowed the general trustees may by any deed or deeds grant or demise by way of mortgage, either with or without power of sale, all or any part of the Boulton estates to any person or persons willing to lend the same, or to his or their nominee or nominees, in fee simple, or for any term or terms of years, either with or without impeachment of waste, but subject to a proviso for the redemption or making void of the security on repayment of the principal sum or sums so to be borrowed, with interest for the same at any rate not exceeding the rate of five pounds per centum per annum, at the time or times and in the manner to be specified in such deed or deeds.

Payment of interest on mortgage moneys.

41. The said Matthew Piers Watt Boulton, or other the person or persons for the time being entitled under the limitations of the said will of the said Matthew Robinson Boulton to the actual possession or the receipt of the rents and profits of the Boulton estates, shall pay and keep down all interest becoming due in respect of the principal sum or sums of money secured and due by virtue of any mortgage or mortgages made under the powers of this Act of any hereditaments in respect of which they shall be respectively so entitled as aforesaid.

Trustee receipt clause.

42. The receipt of the general trustees for all moneys, stocks, funds, shares, and securities which may be paid or transferred to them by virtue of this Act, or in execution of any of the powers or trusts hereof, shall effectually discharge the person or persons paying the same therefrom, and from being concerned to see to the application, or being answerable for the loss or misapplication thereof, nor shall any person or persons advancing any sum or sums of money authorised to be raised under the powers of this Act be bound to inquire into the necessity or propriety of raising the same, or to see that no more than is wanted is raised.

Application of moneys repaid for improvements.

43. The general trustees may from time to time apply such moneys as shall be repaid to or recovered by them under any contract to be entered into by the leasing authority in reference to the Soho Park Estate under the aforesaid provisions in that behalf in or towards the formation, construction, or execution of such works upon the Soho Park Estate as are herein-before authorised, in such manner in all respects as herein-before is mentioned concerning the application of the moneys authorised to be raised for improvements on such estate, and the leasing authority may, if he think fit, enter into any such contracts as are mentioned in the twenty-eighth section of this Act for the repayment of the whole or any part of the moneys so applied, and all the provisions of the present section shall apply to any moneys which may be repaid under any such

contract, so that the process here described may be repeated as often as shall be thought expedient; and without prejudice to the preceding provisions the general trustees may from time to time apply the moneys to be repaid to or received by them under any such contract in or towards the discharge or satisfaction of any moneys which may have been borrowed at interest under the powers of this Act, or which are by this Act authorised to be paid, in such order and priority and in such manner as the general trustees shall think most beneficial: Provided always, that until the application for any of the purposes aforesaid of all or any part of the moneys to be repaid or recovered as aforesaid, the same or so much thereof as shall for the time being be unapplied shall be invested by the general trustees in their names in the parliamentary stocks or public funds of the United Kingdom, or at interest on Government or real securities in England or Wales, or on the stocks or securities of the Bank of England or of the Government of India, or upon any guaranteed stock or shares of any of the East India railway companies, and the investments thereof may be from time to time altered, varied, or transposed, for or into other stocks, funds, shares, or securities of a like nature, and also called in or sold and disposed of as occasion shall require, and the interest, dividends, and annual produce arising from such stocks, funds, shares, and securities as aforesaid shall be paid to the person or persons from time to time entitled to the receipt of the rents and profits of the Boulton estates, or of such of them as shall not have been sold or exchanged, and under any of the powers for that purpose contained in the said will of the said Matthew Robinson Boulton or in this Act: Provided also, that whenever all the moneys which may have been borrowed under the powers for raising moneys herein-before contained shall have been discharged and satisfied, the general trustees may apply any moneys which may have been repaid to or recovered by them under any such agreement as aforesaid, and the stocks, funds, shares, and securities in or upon which the same may be invested, in or towards any of the purposes in or towards which the same would be applicable if such moneys had arisen from any sale of any part of the Boulton estates under the power of sale contained in the said will.

Powers of sale, &c. extended so as to authorise sales of minerals apart from the surface, and vice versâ.

44. The powers of sale and exchange and partition contained in the said will of the said Matthew Robinson Boulton and this Act shall, after the passing of this Act, authorise the disposal by way of sale or exchange or partition of any parts of the Boulton estates, with an exception or reservation of all or any mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, or upon the same, and of such liberties, powers, privileges, and easements for or

A.D. 1874.

incidental to the searching for, working, getting, carrying away, and disposing of the said mines, minerals, coals, quarries, stones, clay, sand, and substances, or otherwise in relation thereto, as may be thought expedient, and also the disposal by way of sale, exchange, or partition of all or any of such mines, minerals, coal, quarries, stones, clay, sand, and substances, with any such liberties, powers, privileges, and easements for any of the purposes aforesaid separately from or with part only of the surface, and in either case without prejudice to any future exercise of the same powers or any of them with respect to the excepted mines, minerals, or other substances aforesaid, or, as the case may be, the undisposed of surface and other lands; and the assurances of the premises sold, enfranchised, exchanged, or partitioned may be made in such manner and form as may be considered expedient for giving effect to every or any such exception or reservation.

Powers of sale, &c. extended so as to authorise sales, &c. with covenants or restrictions.

45. Any purchaser or other person taking any parts of the Boulton estates on any sale, or exchange, or partition under any of the powers contained in the said will of the said Matthew Robinson Boulton and this Act, or any of them, may be required to enter into any covenants or submit to any restrictions of any description which may be deemed beneficial to the property retained or taken upon exchange, or partition, or otherwise expedient, and the assurance of the premises sold, or exchanged, or partitioned may be made in such manner or form as may be considered expedient for giving effect to every or any such covenant or restriction.

Power to purchase reversions.

46. All moneys which (under any provisions contained in the said will of the said Matthew Robinson Boulton, or in this Act, or in any general or special Act of Parliament under the provisions of which any parts of the Boulton estates may be taken or purchased) shall for the time being be liable to be invested in the purchase of hereditaments in England or Wales may, in addition thereto, in cases where any leasehold or copyhold interest or interests in any freehold, copyhold, or leasehold hereditaments in England or Wales may for the time being form part of the Boulton estates, be invested by the person or persons authorised to invest the same, and with such consents and formalities, if any, as may be required, in the purchase of the reversion expectant upon the determination of such leasehold or copyhold interest or interests.

Saving existing powers.

47. Provided always, that this Act shall not prejudice any of the powers now affecting the hereditaments subject to the recited limitations of the said will of the said Matthew Robinson Boulton, or any parts thereof, except so far as the same powers may be affected by the exercise of any of the powers of this Act.

Costs of Act.

48. The general trustees shall pay all the costs, charges, and expenses of preparing and obtaining this Act, or incidental thereto, out of any moneys now or hereafter in their hands.

General saving.

49. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, and administrators (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the Boulton estates or any part thereof as they or any of them had before the passing of this Act, or would, could, or might have had if this Act had not been passed.

Persons excepted from the general saving, and accordingly bound by this Act.

50. Provided always, that the following persons are expressly excepted out of the general saving in this Act contained, and they accordingly are the only persons bound by this Act; (to wit,) the said Richard Aubrey Cartwright, Edmund Henry Dickinson, and Sir Henry William Dashwood, as such trustees as aforesaid; the said James Patrick Muirhead, as such trustee as aforesaid; the said Matthew Piers Watt Boulton; the said Matthew Ernest Boulton, the only son of the said Matthew Piers Watt Boulton by his second marriage, and the heirs male of his body; the said Mary Anne Aubrey Boulton and Ethel Julia Boulton, the only children of the said Matthew Piers Watt Boulton by his first marriage; the sons hereafter to be born of the said Matthew Piers Watt Boulton and the heirs male of their respective bodies; the sons hereafter to be born of the said Anne Robinson Boulton and the heirs male of their respective bodies; the said Lionel Boulton Campbell Lockhart Muirhead and the heirs male of his body, and all other persons claiming or to claim at law or in equity under or by virtue of the said will of the said Matthew Robinson Boulton subsequently to the estate in tail male in remainder to which Lionel Boulton Campbell Lockhart Muirhead is entitled under or by virtue of the limitations of the said will, and the respective heirs, executors, and administrators of the several persons so respectively bound by this Act.

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

51. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

A.D. 1874.

The FIRST SCHEDULE referred to in the foregoing Act.

1869, Sept. 16. Indenture of this date made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby a piece of building land, situate at Soho Park, in the county of Stafford, fronting to and at the corner of two roads, called South Road and Claremont Road, and having a frontage of one hundred and ninety feet or thereabouts to South Road, and a frontage of two hundred feet or thereabouts to Claremont Road, together with the messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on the said piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of nine pounds.

Same date. Indenture between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, having a frontage of ninety-eight feet or thereabouts to South Road aforesaid, and a frontage of one hundred and seven feet six inches or thereabouts to Claremont Road aforesaid, together with the messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on such piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March, one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of nineteen pounds one shilling and fourpence.

Same date. Indenture between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, having a frontage of one hundred and two feet three inches or thereabouts to South Road, and a frontage of ninety-four feet or thereabouts to Claremont Road aforesaid, together with the messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on such piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of twenty-six pounds eight shillings and fourpence.

1871, May 26. Indenture between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of land, situate at Soho Park aforesaid, abutting south on South Road fifty-two feet two inches, west on premises then about to be demised to the said James Wilson one hundred and seventy-eight feet four inches, north on Claremont Road forty-one feet eight inches, and east on premises then already demised to the said James Wilson one hundred and sixty-six feet seven inches, were the said several

A.D. 1874.

dimensions little more or less, together with the two messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on such piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of fifteen pounds fifteen shillings.

Same date.

Indenture of this date made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, abutting south on South Road fifty-two feet, west on premises then about to be demised to the said James Wilson one hundred and eighty-six feet nine inches, north on Claremont Road thirty-eight feet six inches, and east on premises then about to be demised to the said James Wilson one hundred and seventy-eight feet four inches, be the said several dimensions little more or less, together with the two messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on the said piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of fifteen pounds fifteen shillings.

Same date.

Indenture made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park, abutting south on South Road fifty-two feet three inches, west on premises then about to be demised to the said James Wilson one hundred and ninety feet one inch, north on Claremont Road thirty-seven feet four inches, and east (but therein erroneously stated to be west) on premises then about to be demised to the said James Wilson one hundred and eighty-six feet nine inches, were the said several dimensions little more or less, together with the two messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on the said piece of land, with the appurtenants (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of fifteen pounds fifteen shillings.

Same date.

Indenture made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, abutting south on South Road fifty-two feet one inch, west on land agreed to be demised to the said James Wilson or his nominees one hundred and ninety-one feet nine inches, north on Claremont Road thirty-seven feet, and east on premises then about to be demised to the said James Wilson one hundred and ninety feet one inch, were the said several dimensions little more or less, together with the two messuages, tenements, or dwelling-houses, erections, and buildings then lately built by the said James Wilson on the same piece of land, with the appurtenances (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of fifteen pounds fifteen shillings.

A.D. 1874.

1872, Dec. 10. Indenture made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, fronting to South Road, abutting back upon Claremont Road, having a frontage of seventeen yards one foot six inches or thereabout to South Road, and of twelve yards two feet eight inches or thereabouts to Claremont Road, and containing in the whole nine hundred and sixty-four square yards or thereabouts, were the said several dimensions little more or less, together with the two messuages or dwelling-houses, erections, and buildings then lately erected and built by the said James Wilson on the said piece of land, and all privileges and appurtenances to the same premises belonging (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of a peppercorn.

Same date. Indenture made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, fronting South Road, and abutting back upon Claremont Road, having a frontage of eighteen yards or thereabouts to South Road, and of twelve yards two feet eight inches to Claremont Road, and containing in the whole nine hundred and sixty-four square yards or thereabouts, were the said several dimensions little more or less, together with the two messuages or dwelling-houses, erections, and buildings then lately erected and built by the said James Wilson on the said piece of land, and all privileges and appurtenances to the same premises belonging (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of a peppercorn.

Same date. Indenture made between the said Matthew Piers Watt Boulton of the one part and the said James Wilson of the other part, whereby another piece of building land, situate at Soho Park aforesaid, fronting to South Road and Park Road, abutting back upon Claremont Road and Richmond Road, having a frontage of one hundred and fifteen yards or thereabouts to Park Road aforesaid, and containing in the whole four thousand six hundred and sixty-seven square yards or thereabouts, were the same several dimensions little more or less, and all privileges and appurtenances to the same premises belonging (except and reserved as therein mentioned), were demised unto the said James Wilson from the twenty-fifth day of March one thousand eight hundred and sixty-seven, for the term of ninety-nine years, at the yearly rent of a peppercorn.

Llewelyn M. Wynne.

A.D. 1874.

The SECOND SCHEDULE referred to in the foregoing Act.

Particulars of Lease.

Date of Lease.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and Messieurs John Thomas William Price and Peter Baker of the other part, being a lease from the twenty-fifth day of December one thousand eight hundred and forty-nine, for ninety-nine years, at the yearly rent of six pounds thirteen shillings. 1850, Mar. 12.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Wilson of the other part, being a lease from the twenty-fifth day of December one thousand eight hundred and forty-nine, for ninety-nine years, at the yearly rent of a peppercorn for the first eighteen months, and then at the rent of twenty-eight pounds ten shillings. 1850, May 1.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and Abraham Kemp of the other part, being a lease from the twenty-fifth day of December one thousand eight hundred and forty nine, for ninety-nine years, at the rent of a peppercorn for the first half year; from Midsummer one thousand eight hundred and fifty to Midsummer one thousand eight hundred and fifty-one, thirty-three pounds; for the next year, sixty-six pounds; and for the remainder of term, one hundred and twelve pounds ten shillings. Same date.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Wilson of the other part, being a lease from the twenty-fifth day of December one thousand eight hundred and forty-nine, for ninety-nine years, at the rent of a peppercorn for the first eighteen months, and then at yearly rent of nineteen pounds. 1850, June 1.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and William Horton of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and fifty-three, for ninety-nine years, at rent for first year of ten pounds, and for the remainder of the term of nineteen pounds five shillings and elevenpence. 1853, Aug. 11.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and George Field of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and fifty-three, for ninety-nine years, at the yearly rent for the first year of fifteen pounds; for the second year, thirty pounds; and for the remainder of the term, forty-four pounds. 1854, July 10.

Indenture of this date made between Matthew Piers Watt Boulton of the first part, Charles Pembroke and Edward Smart of the second part, and George Unite of the third part, being a lease from the twenty-fifth day of December one thousand eight hundred and fifty-one, for ninety-nine years, at a peppercorn rent up to the twenty-fifth day of December one thousand eight hundred and fifty-four, and then at the rent of forty-five pounds. 1855, Nov. 1.

A.D. 1874.

1856, Jan. 17. Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Wilson of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and fifty-five, for ninety-nine years, at the yearly rents for the first year, seventeen pounds; for the second year, thirty-four pounds; for the third year, fifty-one pounds; and for the remainder of the term, sixty-eight pounds fourteen shillings and ninepence.

1856, Dec. 25. Indenture of this date made between Matthew Piers Watt Boulton of the one part and William Walker of the other part, being a lease from the twenty-fifth day of March one thousand eight hundred and fifty-five, for ninety-nine years, at the rent of a peppercorn until the twenty-ninth day of September one thousand eight hundred and fifty-six, and then at the rent of ten pounds sixteen shillings and fourpence.

1858, June 15. Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Wilson of the other part, being a lease from the twenty-fifth day of March one thousand eight hundred and fifty-three, for ninety-nine years, at the rent for the first two years of two pounds ten shillings, and for the remainder of the term at the rent of nineteen pounds four shillings and ninepence.

1863, Mar. 25. Indenture of this date made between Matthew Piers Watt Boulton of the one part and Thomas Richard Tucker Hodgson of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and sixty-two, for ninety-nine years, at rent of first year a peppercorn; second year, twenty-two pounds; third year, forty-four pounds; fourth year and thenceforth, sixty-six pounds twelve shillings.

Same date. Indenture of this date made between Matthew Piers Watt Boulton of the one part and Mary Ann Coleman of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and sixty-two, for ninety-nine years, at rent of five pounds.

Same date. Indenture of this date made between Matthew Piers Watt Boulton of the one part and Thomas Morris of the other part, being a lease from the twenty-fifth day of March one thousand eight hundred and sixty-three, for ninety-nine years, at the rent of twenty pounds.

1863, Sept. 29. Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Hester of the other part, being a lease from the twenty-fifth day of March one thousand eight hundred and sixty-three, for ninety-nine years, at the rent of four pounds fifteen shillings and tenpence.

Same date. Indenture of this date made between Matthew Piers Watt Boulton of the one part and George Baker of the other part, being a lease from the twenty-fifth day of March one thousand eight hundred and sixty-three, for ninety-nine years, at the rent of sixteen pounds twelve shillings and sixpence.

1863, Sept. 29. Indenture of this date made between Matthew Piers Watt Boulton of the one part and James Horton of the other part, being a lease from the twenty-ninth day of September one thousand eight hundred and sixty-three, for ninety-nine years, at the rent of thirteen pounds seven shillings.

1865, Mar. 30. Indenture of this date made between Matthew Piers Watt Boulton of the one part and John Handscomb of the other part, being a lease from the twenty-

fifth day of March one thousand eight hundred and sixty-three, for ninety-nine years, at the yearly rent of a peppercorn for the first year, and then at the rent of sixteen pounds and tenpence. A.D. 1874.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and Samuel Jenkins of the other part, being a lease from Lady-day one thousand eight hundred and sixty-seven, for ninety-nine years, at the rent for the first six months of a peppercorn, and thenceforth at the rent of twenty-five pounds five shillings. 1867, Nov. 6.

Indenture of this date made between Matthew Piers Watt Boulton of the one part and Andrew Deakin of the other part, being a lease from Lady-day one thousand eight hundred and sixty-seven, for ninety-nine years, at the rent of a peppercorn for first six months, and thenceforth at the rent of twelve pounds eight shillings and threepence. Same date.

Llewelyn M. Wynne.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1874.