ANNO QUADRAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 93.

An Act for veſting divers Eſtates in the Pariſhes of *Bradford* and *Calverley*, in the Weſt Riding of the County of *York*, purchaſed for the Benefit of the Proprietors of the *Bradford* Canal Navigation, in Truſtees, upon certain Truſts, diſcharged from all Claims of the Crown in reſpect of any Forfeiture incurred under or by virtue of the Laws or Statutes of Mortmain. [22d *June* 1802.]

WHEREAS an Act was paſſed in the Eleventh Year of the Reign of His preſent Majeſty, intituled, *An Act for making a Navigable Cut or Canal from* Bradford, *to join the* Leeds *and* Liverpool *Canal at* Windhill *in the Townſhip of* Idle, *in the County of* York; whereby it was enacted, that certain Perſons therein named and deſcribed, their ſeveral and reſpective Executors, Adminiſtrators, and Aſſigns, together with ſuch Perſon or Perſons as they, or the major Part of them, at any publick Meeting ſhould nominate and appoint under their Hands and Seals, ſhould be united into a Company for the better carrying on, making, completing, and maintaining the ſaid Navigable Cut or Canal, according to the Rules, Orders, and Directions in the ſame Act expreſſed 11 Geo. 3.

and laid down, and for that Purpose should be and become a Body Politick and Corporate by the Name of *The Company of Proprietors of the Bradford Navigation*, in perpetual Succession, with a common Seal, with full Power and Authority to purchase Lands for the Use of the said Navigation, without incurring any of the Penalties or Forfeitures of the Statute of Mortmain; and divers Powers and Authorities were by the said Act given to the said Company for effecting the Purposes aforesaid: And whereas the said Cut or Canal hath long since been completed and made navigable, to the great Benefit of the Publick: And whereas in the making and executing of the said Cut or Canal, and in order to supply the same with Water, the said Company of Proprietors have found it necessary to purchase certain Mills and Estates, situate, lying, and being in the Parishes of *Bradford* and *Calverley*, near or adjoining to a certain Brook called *Bradford Brook*, running between *Bradford* and *Windhill* aforesaid: And whereas by Indentures of Lease and Release of the First and Second Days of *May* in the Year of our Lord One thousand seven hundred and seventy-five, the Release being of Four Parts, and made or expressed to be made between *John Redshaw* Gentleman, and *Ann* his Wife, of the First Part; *James Milnes* Esquire, of the Second Part; *Abraham Balme*, *Mary Hodgson*, *Joseph Hulme*, *William Hardcastle*, *John Smith*, *Charles Booth*, and *John Preston*, of the Third Part; and *Isaac Hollings* and *Mathew Craven*, of the Fourth Part; reciting, amongst other Things, that the said Parties of the Third Part had contracted with the said *John Redshaw* for the Purchase of the Hereditaments therein-after released, for the Sum of Two thousand five hundred Pounds; it is witnessed, that for the Considerations therein mentioned the said *James Milnes*, at the Request and by the Direction of the said *John Redshaw* and *Ann* his Wife, did bargain, sell, and release, and the said *John Redshaw* and *Ann* his Wife, at the Request and by the Direction of the said Parties of the Third Part, by virtue of all and every Power and Powers in them vested, did grant and confirm, direct and appoint, unto the said *Isaac Hollings* and *Mathew Craven*, and to their Heirs and Assigns, all that Messuage, Dwelling House, or Tenement, with the Barn, Outhouses, and other the Appurtenances to the same belonging, situate, standing, and being in *Idle* in the Parish of *Calverley*, in the said County of *York*; and also all that Water Corn Mill, containing Four Pair of Stones, as the same had been newly erected, being formerly enjoyed as a Water Corn Mill and a Fulling Mill, and commonly called *Frizinghall Mill* otherwise *Frizinghall Mills*, situate, standing, and being in *Bolton* in the said County of *York*, upon a Rivulet called *Bradford Beck*, with the Kiln, Kilnhouse, Mill Stones, Arks, Hoppers, and all and all Manner of Engines, Utensils, and Things, of what Nature or Kind soever; and also all the Toll and Multure to the said Mills belonging or in anywise appertaining; and also all those Five several Closes of Land, Arable, Meadow, or Pasture, lying and being in *Bolton* aforesaid, lying near to the said Water Corn Mills, and then or commonly called by the several Name or Names of *The Mill Holme*, *The Three Thistly Closes*, and *The Bridge End*, otherwise *The Isle of Man*, being theretofore all of them Parcel of a great Close of Land or Meadow called *The Strowpe Ing*; also Three other Closes of Land, with the Appurtenances, situate, lying, and being in *Wrose* in the Township of *Idle*, in the Parish of *Calverly* aforesaid, formerly enjoyed in Two Closes, and called or known by the Name or Names of *The Hudson Ings*, but formerly called or known by the Name or Names of *The Newby Strowpes*;

Canal completed. Company have bought certain Mills and Estates.

Indentures of 1st & 2d *May* 1775.

Strowpes; and alſo all that One other Cloſe of Meadow, ſituate, lying, and being in *Frizinghall* in *Heaton*, in the ſaid County of *York*, called by the Name of *The Little Bridge Ing*, or by what other Name or Names ſoever the ſaid ſeveral Cloſes, or any of them, then were or uſually had been called, known, or diſtinguiſhed, the ſaid ſeveral Cloſes containing together by Eſtimation Twenty-four Days Work or thereabouts, be the ſame more or leſs; and alſo all the Tythes yearly ariſing, growing, and renewing from and out of the ſaid Premiſes, or the tytheable Parts thereof; which ſaid Meſſuage or Tenement, Mills, Kilns, Lands, Tythes, Hereditaments, and Premiſes, are ſituate, lying, and being in the ſeveral Townſhips or Hamlets of *Idle*, *Bolton*, and *Heaton*, in the Pariſhes of *Calverley* and *Bradford* in the ſaid County of *York*, and were theretofore the Eſtate and Inheritance of *Joſias Craven*, formerly or theretofore of *Frizinghall* aforeſaid, Maltſter, and were then in the Tenure or Occupation of *John Briggs* the younger, his Aſſignee, Aſſigns, or Under-tenants, together with the Appurtenances to the ſame belonging; to hold the ſame unto the ſaid *Iſaac Hollings* and *Mathew Craven*, and their Heirs, to the ſeveral Uſes following; that is to ſay, to the Uſe of the ſaid *James Milnes*, his Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, without Impeachment of Waſte, ſubject to a Proviſo for Redemption, upon Payment by the ſaid Parties of the Third Part, or any of them, their or any of their Heirs, Executors, Adminiſtrators, or Aſſigns, unto the ſaid *James Milnes*, his Executors, Adminiſtrators, and Aſſigns, of the Sum of Two thouſand five hundred Pounds, with Intereſt, at the Times and in Manner therein mentioned, (the Reſidue of which ſaid Term hath been, on Payment and Satisfaction of the ſaid Sum of Two thouſand five hundred Pounds and Intereſt, by Indenture of Three Parts, bearing Date the Fourteenth Day of *June* One thouſand ſeven hundred and eighty-ſeven, aſſigned unto and is become veſted in *Johnſon Atkinſon Buſfeild* of *Myrtlegrove*, in *Bingley* in the ſaid County of *York*, Eſquire, in Truſt for the ſaid Company of Proprietors, their Succeſſors and Aſſigns), and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of One thouſand Years, and in the mean Time ſubject thereunto to the Uſe and Behoof of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Proportions, Manner, and Form, as the ſaid Parties of the Third Part ſhould from Time to Time, by any Deed or Deeds, Writing or Writings, to be by them ſigned, ſealed, and executed in the Preſence of Two or more credible Witneſſes, direct or appoint; and in Default thereof and ſubject thereto, to the Uſe and Behoof of the ſaid Parties of the Third Part, and their ſeveral Heirs and Aſſigns, as Tenants in Common: And whereas by Indenture of Nineteen Parts, bearing Date on or about the Thirteenth Day of *Auguſt* in the Year of our Lord One thouſand ſeven hundred and ſeventy-eight, and made or expreſſed to be made between the ſaid *Abraham Balme*, of the Firſt Part; the ſaid *Mary Hodgſon*, of the Second Part; *Joſhua Field*, of *Heaton* in the Pariſh of *Badford* aforeſaid, Eſquire, of the Third Part; *Thomas Leach* of *Bradford* aforeſaid, Eſquire, of the Fourth Part; the ſaid *William Hardcaſtle*, of the Fifth Part; *John Holliday* and *Simon Holliday*, Sir *John Duntze*, *William Mackworth Praed*, *Joſeph Sanders*, and *Daniel Hamilton* of *Freeman's Court*, *Cornhill*, *London*, Bankers, of the Sixth Part; *John Preſton*, of the Seventh Part; *John Buck*, of *Bradford* aforeſaid, Merchant, of the Eighth Part; the ſaid *Joſeph Hulme*, of the Ninth Part; *John Robinſon* of *Bradford* aforeſaid, Gentleman, of the Tenth Part;

Indentures of 13th *Auguſt* 1778.

Part; *Joſhua Walker* of *Kingſton-upon-Hull* in the ſaid County, Doctor in Phyſic, of the Eleventh Part; *John Atkinſon* of *Bradford* aforeſaid, Maltſter, of the Twelfth Part; *John Middleton* of the ſame Place, Yeoman, of the Thirteenth Part; *John Huſtler* of the ſame Place, Merchant, of the Fourteenth Part; the ſaid *Charles Booth*, of the Fifteenth Part; *Richard Sclater* of *Bradford* aforeſaid, Merchant, of the Sixteenth Part; *Edward Leedes* of *Royd's Hall* in the ſaid County of *York*, Eſquire, of the Seventeenth Part; *John Eagle* of *Bradford* aforeſaid, Gentleman, on Behalf of and as natural Guardian to *Thomas Eagle* his Son, a Minor, of the Eighteenth Part; and *Richard Hodſden* of *Bradford* aforeſaid, Merchant, of the Nineteenth Part; reciting, amongſt other Things, the ſaid Act, and that it being found neceſſary for the better ſupplying the ſaid Canal with Water, and for the further Improvement of the ſame Navigation, to purchaſe the ſaid Tenements, Hereditaments, and Premiſes therein and herein above deſcribed, of the ſaid *John Redſhaw*, in Manner aforeſaid, and that the ſame Premiſes had been conveyed to ſuch Uſes, Intents, and Purpoſes, as are in and by the ſaid laſt in Part recited Indenture of Releaſe mentioned and declared; and alſo reciting the ſame Indenture, they the ſaid *Abraham Balme*, *Mary Hodgſon*, *Joſeph Hulme*, *William Hardcaſtle*, *John Smith*, *Charles Booth*, and *John Preſton*, in purſuance of the Power and Authority veſted in them in and by the ſaid laſt in Part recited Indenture of Releaſe, did, by that their Deed in Writing, by them ſigned, ſealed, and executed, in the Preſence of Two credible Witneſſes, direct, limit, and appoint that the ſaid Tenements, Hereditaments, and Premiſes therein and herein-before particularly deſcribed, with their Appurtenances, ſhould be held and enjoyed by the ſaid *Abraham Balme*, *Mary Hodgſon*, *Joſhua Field*, *Thomas Leach*, *William Hardcaſtle*, *John* and *Simon Holliday* and Company, *John Preſton*, *John Buck*, *Joſeph Hulme*, *John Robinſon* and *Elizabeth* his Wife, *Joſhua Walker* the younger, *John Atkinſon*, *John Middleton*, *John Huſtler*, *Charles Booth*, *Richard Sclater*, *Edward Leedes*, *Thomas Eagle*, and *Richard Hodſden* (who were then the ſeveral Perſons conſtituting the Company of Proprietors of the *Bradford* Navigation), their ſeveral and reſpective Heirs, Executors, or Adminiſtrators, in the ſeveral Parts, Shares, and Proportions, as are therein particularly mentioned, expreſſed, and declared: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Seventh and Eighth Days of *September* in the Year of our Lord One thouſand ſeven hundred and eighty, the Releaſe being of Four Parts, and made between *George Craven* of *Bradford*, in the County of *York*, of the Firſt Part; the ſaid *Abraham Balme*, One of the Company of Proprietors of the ſaid *Bradford* Navigation, of the Second Part; the ſaid Company of Proprietors of the ſaid *Bradford* Navigation, of the Third Part; and the ſaid *Iſaac Hollings*, alſo *Richard Hird* of *Bradford* aforeſaid, Merchant, of the Fourth Part; in Conſideration of the Sum of Six hundred and fifty Pounds, therein mentioned to have been paid by or on Behalf of the ſaid Company, and for other Conſiderations therein mentioned, the ſaid *George Craven* did, at the Nomination and Appointment of the ſaid *Abraham Balme*, and of the ſaid Company of Proprietors, grant, releaſe, ratify, and confirm, unto the ſaid *Iſaac Hollings* and *Richard Hird*, their Heirs and Aſſigns, all that Water Mill called *The Dumb Mill*, which then or late was uſed for the raſping and grinding of Wood, and alſo for grinding of Wheat and other Grain, ſituate at *Frizinghall* in the Townſhip of *Heaton*, in the ſaid County of *York*, and which was formerly occupied by

Indentures of 7th and 8th *Sept.* 1780.

George

George Craven deceaſed, then lately by *Thomas Ledgard* alſo deceaſed, and then by the ſaid Company of Proprietors, their Aſſigns or Under-tenants; and alſo all that new erected Cottage or Dwelling Houſe, ſituate, ſtanding, and being near unto the ſaid Mill; and alſo all thoſe Two new erected Warehouſes adjoining to the ſaid Mill, and which were then likewiſe in the Occupation of the ſaid Company of Proprietors or their Aſſigns; and alſo all and ſingular the Mill Wheels, Mill Stones, Geers, Materials, Engines, Utenſils, Implements, Mill Dams, Mill Races, Ponds, Pools, Banks, Wears, Streams, Cloughs, Goits, Sluices, and Appurtenances whatſoever to the ſame belonging, to hold the ſame unto the ſaid *Iſaac Hollings* and *Richard Hird*, their Heirs and Aſſigns, for ever, ſubject to the then Reſidue of a Term of One thouſand Years, and charged and chargeable with the Payment of Two hundred Pounds, due and owing unto *Thomas Walker* of *Shipley*, in the ſaid County of *York*, Eſquire, upon a certain Mortgage and Security therein recited, together with ſuch Intereſt as ſhould thereafter accrue due for the ſame, and which ſaid Monies have been ſince paid off and diſcharged by the ſaid Company of Proprietors; and the Reſidue of the ſaid Term hath, by Indenture bearing Date the Eighth Day of *March* One thouſand ſeven hundred and eighty-ſeven, been aſſigned unto and is now veſted in the ſaid *Johnſon Atkinſon Buſfeild*, his Executors, Adminiſtrators, and Aſſigns, in Truſt for the ſaid Company of Proprietors and their Succeſſors, for ever, upon ſuch Truſts, to and for ſuch Uſes, Intents, and Purpoſes, as are therein and herein-after mentioned and expreſſed of and concerning the ſame; that is to ſay, upon Truſt that the ſaid *Iſaac Hollings* and *Richard Hird*, their Heirs and Aſſigns, ſhould and did diſpoſe of all and every the aforeſaid Tenements, Hereditaments, and Premiſes, thereby or mentioned to be thereby granted and releaſed, unto ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner, and Form, as the ſaid Company of Proprietors, or their Succeſſors, ſhould, by any Deed or Inſtrument under their Common Seal, direct, limit, or appoint; and in the mean Time, and until ſuch Direction, Limitation, and Appointment, and as to ſuch Part or Parts of the ſame Tenements, Hereditaments, and Premiſes, whereof no ſuch Direction, Limitation, or Appointment ſhould be made, or being ſuch, when and as the Eſtate thereby limited ſhould reſpectively end and determine, upon Truſt to permit and ſuffer the ſaid Company of Proprietors, and their Succeſſors for the Time being, to receive and take to their own Uſe and Benefit, the Rents, Iſſues, and Profits thereof, and of every Part thereof: And whereas by Indenture of Three Parts, bearing Date the Twentieth Day of *June* in the Year of our Lord One thouſand ſeven hundred and ninety-eight, and made between the ſaid *Joſhua Field* and *John Jarratt* of *Bradford* aforeſaid, Gentleman, who is One of the Executors appointed in and by the Will of the ſaid *Richard Hird*, of the Firſt Part; the ſaid *Mary Hodgſon*, the ſaid *Joſeph Hulme*, *Francis Duſfield* of *Bradford* aforeſaid, Merchant, and *Caroline* his Wife, which ſaid *Caroline* was the Widow and Adminiſtratrix of the Goods and Chattels, Rights and Credits, which were of the ſaid *John Buck* deceaſed; *Sarah Booth* of *Bradford* aforeſaid, Widow and Relict, and alſo the Sole Executrix named and appointed in and by the laſt Will and Teſtament of the ſaid *Charles Booth* deceaſed; and *James Smith* of the ſame Place, Gentleman, of the Second Part; and *Edward Balme* of *Finchingfield* in the County of *Eſſex*, Clerk, who is alſo another of the Executors named

Indenture, 20th *June* 1798.

in the ſaid Will of the ſaid *Richard Hird*, *Nathan Jowett* of *Bradford* aforeſaid, Eſquire, *John Preſton* of the ſame Place, Eſquire, who is reſiduary Legatee and Deviſee named in the laſt Will of his late Father the ſaid *John Preſton*; *William Rawſon* of *Sowerby* in the Pariſh of *Halifax* aforeſaid, Merchant; *John Maud* of *Heaton* aforeſaid, Innkeeper, and *Ann* his Wife; the ſaid *John Robinſon*; *Thomas Jones* of *Bradford* aforeſaid, Surgeon and Apothecary; *Francis Simes* of the ſame Place, Merchant; and *John Hardy* the younger of the *Middle Temple*, in the County of *Middleſex*, Gentleman, who, together with the ſaid *Joſhua Field*, *Mary Hodgſon*, *Joſeph Hulme*, *Francis Duffield*, and alſo *Caroline* his Wife, as the Adminiſtratrix of the ſaid *John Buck*, *Sarah Booth*, and *James Smith*, were then the ſeveral Perſons united together and forming the Company of Proprietors of the *Bradford* Navigation, of the Third Part; after reciting that by Indenture, bearing Date on or about the Nineteenth Day of *October* in the Year of our Lord One thouſand ſeven hundred and ſeventy-nine, and made or mentioned to be made between *Samuel Dawſon* of *Liverpool*, in the County Palatine of *Lancaſter*, Eſquire, of the One Part; and the ſaid *Joſhua Field*, and *Thomas Leach* then of *Bradford* aforeſaid, Eſquire, ſince deceaſed; *John Preſton*, then of the ſame Place, Merchant, ſince deceaſed; *Richard Hird* ſince deceaſed, and the ſaid *John Jarratt*, then both of *Horton* aforeſaid, Merchants; and *William Hardcaſtle* of *Bradford* aforeſaid, Merchant, deceaſed, on Behalf of themſelves and ſuch other Proprietors of the Limekilns therein-after deſcribed, of the other Part; for the Conſiderations therein mentioned, the ſaid *Samuel Dawſon* did grant, transfer, and ſet over unto the ſaid *Joſhua Field*, *Thomas Leach*, *John Preſton*, *Richard Hird*, *John Jarratt*, and *William Hardcaſtle*, a certain Cloſe of Land called *The Doles*, containing by Eſtimation Two Days Work and a Half, ſituate, lying, and being within the Townſhip of *Bradford* aforeſaid, on the South Weſt Side of the *Bradford* Canal; and all and ſingular the Cottages, Limekilns, and Buildings, which had thereupon been erected and built, with the Appurtenances; to hold the ſame unto the ſaid *Joſhua Field*, *Thomas Leach*, *John Preſton*, *Richard Hird*, *John Jarratt*, and *William Hardcaſtle*, their Executors, Adminiſtrators, and Aſſigns, from thenceforth for and during all the Reſidue and Remainder of the Term of Five hundred Years, commencing on or about the Twenty-fifth Day of *November* which was in the Year of our Lord One thouſand ſeven hundred and ſeven, and which was then to come and unexpired, upon Truſt nevertheleſs, and to and for the Uſe of them the ſaid *Joſhua Field*, *Thomas Leach*, *John Preſton*, *Richard Hird*, *John Jarratt*, and *William Hardcaſtle*, and ſuch other of the Proprietors of the ſaid Limekilns as ſhould join with them in advancing the Sum of Three hundred Pounds, the Conſideration Money therein mentioned, their ſeveral and reſpective Executors, Adminiſtrators, or Aſſigns, to take as Tenants in Common in a rateable and proportionable Manner, according to the Quantum of the ſeveral Sums by them reſpectively advanced and paid, or to be advanced and paid, for or in reſpect of the Purchaſe Money, and to or for no other Uſe, Intent, or Purpoſe whatſoever; and alſo reciting, that the ſaid *Thomas Leach*, *John Preſton*, *Richard Hird*, and *William Hardcaſtle*, were then dead, leaving the ſaid *Joſhua Field* and *John Jarratt* them ſurviving; alſo that the ſaid *Joſhua Field*, *John Jarratt*, *Mary Hodgſon*, *Joſeph Hulme*, *Francis Duffield* and *Caroline* his Wife, as Adminiſtratrix of the ſaid *John Buck*, *Sarah Booth*, and *James Smith*, were the only Perſons poſſeſſed of or intereſted

in

in the ſaid Cloſe of Land, Limekilns, Cottages, Hereditaments, and Premiſes; and alſo reciting, that as much Benefit and Advantage would ariſe to the ſaid Company of Proprietors if the ſaid Cloſe of Land, Limekilns, Cottages, and Premiſes, were purchaſed by or in Truſt for the ſaid Company of Proprietors and their Succeſſors, or by or in Truſt for the ſeveral Perſons Members of the ſaid Company, and their Aſſigns, and go along with their Shares and Intereſts in the ſaid Navigation, in Proportion to ſuch Shares and Intereſts; the ſaid ſeveral Perſons compoſing and forming ſuch Company had contracted and agreed for the abſolute Purchaſe of the ſaid Tenements and Premiſes, for and during the then Reſidue of the ſaid Term, for the Price or Sum of One thouſand and ſeventeen Pounds, and they had requeſted the ſaid *Joſhua Field* and *John Jarratt*, from Time to Time and at all Times thereafter, during the then Reſidue of the ſaid Term, to ſtand poſſeſſed of the aforeſaid Tenements and Premiſes, and every Part thereof, upon the Truſts, and to and for the Intents and Purpoſes thereafter mentioned; for the Conſiderations therein mentioned, they the ſaid *Joſhua Field* and *John Jarratt*, at the Requeſt and by and with the Privity, Conſent, and Approbation of the ſaid *Mary Hodgſon*, *Joſeph Hulme*, *Francis Duffield* and *Caroline* his Wife, *Sarah Booth*, and *James Smith*, teſtified as therein mentioned, did thereby for themſelves, and each of them for himſelf ſeverally, their and each of their Heirs, Executors, and Adminiſtrators, covenant, promiſe, and agree to and with the ſaid *Edward Balme*, *Nathan Jowett*, *John Preſton*, *William Rawſon*, *John Maud* and *Ann* his Wife, *John Robinſon*, *Thomas Jones*, *Francis Simes*, and *John Hardy*; and alſo to and with the ſaid *Mary Hodgſon*, *Joſeph Hulme*, *Francis Duffield* and *Caroline* his Wife, *Sarah Booth*, and *James Smith*, and to and with ſuch other Perſon and Perſons, if any, as did then form and compoſe or were then Members of the ſaid Company, and to and with each and every of them, their and each and every of their Executors, Adminiſtrators, and Aſſigns, that they the ſaid *Joſhua Field* and *John Jarratt*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhould from Time to Time and at all Times thereafter ſtand poſſeſſed of and intereſted in all thoſe ſeveral Cottages and Limekilns heretofore erected and built upon the ſaid Cloſe of Land called *The Doles*; alſo the ſaid Cloſe of Land; and alſo of and in all and ſingular the Limekiln Hills, Ways, and Appurtenances to the ſame belonging, ſubject nevertheleſs to a Right of Way unto the Owners, Tenants, and Occupiers of a certain Cloſe of Land called *The Holme*, in *Bradford* aforeſaid, for Carriages, Drift of Cattle, and other Purpoſes, to and from the ſaid Cloſe of Land called *The Holme*, to and from the Town of *Bradford* aforeſaid, as the ſame Occupation Road, or the greateſt Part thereof, adjoins upon the Rivulet called *Bradford Brook*; in Truſt nevertheleſs for the Uſe and Benefit of the ſaid *Joſhua Field*, *Mary Hodgſon*, *Joſeph Hulme*, *Francis Duffield* and *Caroline* his Wife, *Sarah Booth*, *James Smith*, *Edward Balme*, *Nathan Jowett*, *John Preſton*, *William Rawſon*, *John Maud* and *Ann* his Wife, *John Robinſon*, *Thomas Jones*, *Francis Simes*, and *John Hardy*, and ſuch other Perſon and Perſons as did then form and compoſe the ſaid Company of Proprietors, as had then any Share or Shares or Intereſts in the ſaid Canal Navigation, and their and each and every of their reſpective Executors, Adminiſtrators, and Aſſigns, as Tenants in Common only, in the like Shares and Proportions as they were then and ſhould be from Time to Time, during the then Reſidue of the ſaid Term,

interested in the said Canal Navigation, and for and during such Time only as they respectively was, were, or should be so interested, and to or for no other Use, Intent, or Purpose whatsoever: And whereas by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *September* in the Year of our Lord One thousand seven hundred and ninety-eight, the Release being Tripartite, and made between the said *Joshua Field*, of the First Part; the said Company of Proprietors of the said *Bradford* Canal Navigation, of the Second Part; and the said *Edward Balme*, *John Wilmer Field* of *Heaton* aforesaid, Esquire, the said *Nathan Jowett* and *John Preston*, and *John Buck* of *Bradford* aforesaid, Esquire, of the Third Part; for and in Consideration of the Sum of Three hundred and thirty Pounds, by the said Company of Proprietors to the said *Joshua Field* then in Hand paid, and other the Considerations therein mentioned, he the said *Joshua Field* did, with the Consent and by the Direction of the said Company, grant, bargain, sell, alien, release, and confirm, unto the said *Edward Balme*, *John Wilmer Field*, *Nathan Jowett*, *John Preston*, and *John Buck*, and their Heirs, all those Two several Closes, Pieces or Parcels of Land, Arable, Meadow, or Pasture Ground, called or commonly known by the Names of *The Upper Flatt* and *Lower Flatt*, otherwise *The Gate Flatt* and *Long Flatt*, or by whatsoever other Name or Names the said Closes of Land, or either of them, were or was called or known, situate, lying, and being in *Wrose* in the Township of *Idle*, in the said County of *York*, and late were in the Tenure or Occupation of *William Hodgson*, his Assigns or Under-tenants, but then were in the Tenure or Occupation of *John Fox*, his Assigns or Under-tenants; and also all the Tythes of Corn, Grain, Grass, Hay, and Wool, and all other Tythes whatsoever yearly coming, growing, or renewing, in or upon the said Closes of Land and Premises, or either of them, or any Part thereof, with the Appurtenances, to hold the same unto the said *Edward Balme*, *John Wilmer Field*, *Nathan Jowett*, *John Preston*, and *John Buck*, their Heirs and Assigns, to the only proper Use and Behoof of the said *Edward Balme*, *John Wilmer Field*, *Nathan Jowett*, *John Preston*, and *John Buck*, and of the said *Joshua Field*, and of their Heirs and Assigns, for ever: And whereas Doubts have arisen with respect to the Legality of the said Company of Proprietors having purchased or caused to be purchased the said several Messuages, Mills, Buildings, Limekilns, Lands, Tenements, and Hereditaments comprized in the said several herein-before recited Indentures, and whether the same have not become forfeited to the Crown by virtue of the Statutes or Laws of Mortmain: And whereas His Majesty has been graciously pleased to signify His Royal Intention of waiving all Benefit of the said Forfeiture or Forfeitures, and all Claims in respect thereof: And whereas the said Company of Proprietors are desirous that such Doubts may be removed, and that the said Messuages, Mills, Buildings, Limekilns, Lands, Tenements, and Hereditaments, may be vested in Trustees, their Heirs, Executors, and Administrators, according to the respective Tenures thereof, upon the Trusts herein-after declared, discharged from all Claims of the Crown in respect of any Forfeiture incurred under or by virtue of the Statutes or Laws of Mortmain; but the same cannot effectually be done without the Aid of Parliament; Wherefore Your Majesty's most dutiful and loyal Subjects, the Company of the Proprietors of the *Bradford* Navigation, most humbly beseech Your most Excellent Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with

Indentures of 3d and 4th *Sept.* 1798.

Doubts have arisen respecting Legality of the Purchases made by the Company.

The King waives the Benefit of the Forfeiture. Company desirous that the Doubts may be removed, and the Estates be vested in Trustees, discharged of all Claims of the Crown.

with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That, from and immediately after the paſſing of this Act, all and ſingular the ſaid Freehold and Leaſehold Meſſuages, Mills, Buildings, Limekilns, Lands, Tenements, and Hereditaments, comprized in the ſaid ſeveral herein-before in Part recited or mentioned Indentures and Conveyances, and therein mentioned to be thereby granted, releaſed, and conveyed, with their and every of their Appurtenances, ſhall be ſettled upon and veſted in, and the ſame are hereby ſettled upon and veſted in *John Hodgſon* of *Bradford* aforeſaid, Eſquire, *Joſhua Field* the younger, of *Leeds* in the ſaid County of *York*, Eſquire, and *Charles Hardy* of the *Low Moor*, in the Pariſh of *Bradford* aforeſaid, Gentleman, their Heirs, Executors, Adminiſtrators, and Aſſigns, to the Uſe of the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, their Heirs, Executors, and Adminiſtrators, according to the reſpective Tenures thereof, freed and diſcharged of and from all Right, Title, and Claims of His ſaid Majeſty, His Heirs and Succeſſors, in and to the ſame, or any Part thereof, or the Rents, Iſſues, and Profits thereof, accrued ſince the reſpective making of the ſaid ſeveral Purchaſes, for or in reſpect of any Forfeiture incurred, or which upon an Inquiſition had and Office found, or otherwiſe, might be taken Advantage of under or by virtue of the Statutes of Mortmain, or the Laws relating to Mortmain, or any of them; and alſo freed and diſcharged of and from the Right, Title, Eſtate, Intereſt, Claim, and Demand, of all and every Perſons deriving or claiming any Right, Eſtate, or Title, by virtue of or under the ſaid ſeveral herein-before recited or mentioned Indentures and Conveyances, or any of them, and their, and his and her reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, nevertheleſs upon the Truſts, and to and for the Intents and Purpoſes herein-after declared or expreſſed; that is to ſay, in Truſt that they the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, or the Survivors or Survivor of them, or the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, according to the Tenures of the ſaid Premiſes hereby veſted and ſettled as aforeſaid, do and ſhall, at the Requeſt and by the Direction and Appointment of the ſaid Company of Proprietors, and their Succeſſors, to be teſtified in Writing under their Common Seal, make ſale and diſpoſe of ſuch and ſo much of the ſame Hereditaments and Premiſes as the ſaid Company ſhall deem not neceſſary to be uſed for the Purpoſes of the ſaid Navigation, either together or in Parcels, and either by publick Sale or private Contract, to any Perſon or Perſons for the beſt Price or Prices in Money that can be reaſonably had and obtained for the ſame; and with ſuch Conſent and Approbation, and by ſuch Direction and Appointment, teſtified as aforeſaid, do and ſhall grant, releaſe, confirm, and convey the ſame, in ſuch Manner as ſuch Purchaſer or Purchaſers ſhall lawfully require; and in the mean Time and until ſuch Sale or Sales, in Truſt that they the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, and their Heirs, Executors, Adminiſtrators, and Aſſigns, do and ſhall ſtand and be ſeiſed and poſſeſſed of the ſame in Truſt for the ſaid Company and their Succeſſors.

Eſtates veſted in Truſtees, diſcharged from all Claims of the Crown, to be ſold.

II. And be it further enacted and declared, That upon Payment of the Money ariſing by ſuch Sale or Sales, or any Part thereof, to the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of

Receipts of Truſtees to be ſufficient Diſcharges to Purchaſers.

of ſuch Survivor, the Receipt of the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, ſhall be a good and ſufficient Diſcharge to the Purchaſer or Purchaſers of the ſaid Hereditaments and Premiſes ſo directed to be ſold as aforeſaid, or any Part or Parcel thereof, for the Purchaſe Money thereof, or ſo much of ſuch Purchaſe Money as ſhall be therein acknowledged or expreſſed to be received; and that ſuch Purchaſer or Purchaſers, his, her, or their Heirs, Executors, Adminiſtrators, or Aſſigns, Truſtee or Truſtees, ſhall not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of ſuch Purchaſe Money ſo paid, or acknowledged or expreſſed to be received.

Application of the Money to ariſe by the Sales.

III. Provided always, and it is hereby further enacted and declared, That the Money ariſing by ſuch Sale or Sales, and alſo the Rents, Iſſues, and Profits of the ſaid Hereditaments and Premiſes hereby veſted and ſettled as aforeſaid, which ſhall ariſe or accrue in the mean Time, ſhall be paid and applied in defraying the Expences preparatory to and attending the applying for, and obtaining and paſſing this Act, and carrying the ſame into Execution; and that the clear Reſidue thereof ſhall be paid into the Hands of the Treaſurer of the ſaid Company for the Time being, for the Uſe of the ſaid Company, to be applied in, unto, and amongſt the Proprietors of the ſaid Navigation, in ſuch Parts, Shares, and Proportions, and in ſuch Manner and Form as the Tolls, Rates, and Duties, Dividends and Profits of the ſaid Canal, ſhall from Time to Time be divided and appropriated.

Truſtees to reimburſe themſelves the Expences of their Truſt.

IV. Provided alſo, and it is further enacted and declared, That it ſhall and may be lawful to and for the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, and their reſpective Heirs, Executors, and Adminiſtrators, to deduct and retain to themſelves, out of the ſaid Reſidue of the Truſt Monies aforeſaid, all ſuch reaſonable Coſts, Charges, and Expences, as they reſpectively ſhall or may expend or be put unto for or by reaſon of the Execution of the Truſts hereby in them repoſed; and that they the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, their reſpective Heirs, Executors, or Adminiſtrators, ſhall not be anſwerable or accountable the one for the other of them, or for any more of the ſaid Truſt Monies than they ſhall reſpectively actually receive, but that each of them ſhall be anſwerable and accountable for his own Receipts, Deeds, and Defaults only, their joining in Receipts for Conformity notwithſtanding.

Until Sales made, Eſtates may be let.

V. And be it further enacted, That it ſhall and may be lawful to and for the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, and their Heirs, Executors, Adminiſtrators, and Aſſigns, Truſtees as aforeſaid, in the mean Time and until the Hereditaments and Premiſes hereby authorized to be ſold, ſhall be ſold purſuant to the Truſts aforeſaid, by the Direction and Appointment of the ſaid Company, teſtified as aforeſaid, to let, ſet, or demiſe all or any of the ſaid Meſſuages, Mills, Buildings, Limekilns, Warehouſes, Lands, Hereditaments, and Premiſes hereby veſted and ſettled as aforeſaid, to any Perſon or Perſons, for any Term or Number of Years, not exceeding Twenty-one Years in Poſſeſſion, under ſuch Rents and Covenants as ſhall be agreed upon.

VI. And

Appointment of new Truſtees.

VI. And be it further enacted, That in caſe the ſaid *John Hodgſon*, *Joſhua Field* the younger, and *Charles Hardy*, or either of them, or any Truſtee or Truſtees to be appointed as herein-after is mentioned, ſhall happen to die, or be deſirous to be diſcharged, or decline to act, or become incapable of acting in the Truſts hereby in them repoſed, then and in ſuch Caſe, and when and ſo often as it ſhall ſo happen, the ſurviving or other Truſtee, his Heirs, Executors, or Adminiſtrators, ſhall, within the Space of Six Calendar Months after any of the ſaid Truſtees ſhall die, or deſire to be diſcharged, decline to act, or become incapable of acting as aforeſaid, with the Conſent and Approbation of the ſaid Company of Proprietors, to be teſtified in Writing as aforeſaid, nominate and appoint ſome other Perſon or Perſons to be a Truſtee or Truſtees in the Place and Stead of him or them ſo dying, deſiring to be diſcharged, declining to act, or become incapable of acting as aforeſaid; and when and ſo often as any new Truſtee or Truſtees ſhall be ſo nominated and appointed as aforeſaid, in caſe ſuch Nomination and Appointment ſhall be approved of by the Court of Chancery, (an Order in which Behalf the ſaid Court is hereby required to make upon Petition in a ſummary Way), all and every the Powers and Authorities by this Act given ſhall be veſted in, and all and every the Truſt Eſtates ſhall be conveyed and aſſigned, ſo as that the ſame may legally and effectually become veſted in ſuch new Truſtee and Truſtees, in Conjunction with the ſurviving or continuing Truſtee, or in ſuch new Truſtee or Truſtees only, as the Caſe may be, upon the ſame Truſts as are herein-before declared concerning the ſame; and that all and every ſuch new Truſtee or Truſtees ſhall and may have and exerciſe and act in the Execution of the Truſts and Powers aforeſaid, in ſuch and the ſame Manner as if originally appointed by this Act; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

General Saving.

VII. Saving always to all Bodies Politick and Corporate, and their Succeſſors, and all and every other Perſon and Perſons, his, her, and their Heirs, Executors, and Adminiſtrators, (other than and except the King's moſt Excellent Majeſty, and His Heirs and Succeſſors, on Account of any ſuch Forfeiture as aforeſaid, or any Right, Title, or Claim to the ſaid Premiſes, or any Part thereof, and other than and except all and every Perſon and Perſons claiming any Eſtate, Right, Title, or Intereſt, by virtue of or under the ſaid ſeveral herein-before recited or mentioned Indentures and Conveyances, or any of them, and their, and his and her reſpective Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, Title, and Intereſt, in and to, and out of the ſaid Hereditaments and Premiſes veſted by this Act as aforeſaid, or any Part thereof, as they reſpectively, or any of them, had, or could or might have had, claimed, or been entitled to, if this Act had not been made.

Publick Act.

VIII. And be it further enacted, That this Act ſhall be and be deemed, adjudged, and taken to be a publick Act, and ſhall be judicially taken Notice of as ſuch by all Judges, Juſtices, and other Perſons whomſoever, without ſpecially pleading the ſame.

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