ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. 16.

An Act for vesting the Freehold and Leasehold Estates comprised in the residuary Gifts in the Will of *Joseph Halford* Esquire, deceased, in Trustees, with Powers to sell, exchange, and lease the same, and to purchase other Lands, to be resettled conformably to such residuary Gifts. [14th *August* 1855.]

WHEREAS *Joseph Halford*, formerly of *West Bromwich* in the County of *Stafford*, Gentleman, deceased, by his last Will and Testament, dated on or about the Nineteenth Day of *June* One thousand eight hundred and thirty-three, after some pecuniary Legacies, and the Gift unto his Sister-in-Law *Lucy Bullock* of an Annuity of Twenty Pounds for her Life, freed from Legacy or other Duty, and after charging the Residue of his Estate with the same, and after devising certain Freehold Messuages and Hereditaments in *Leamington* in the County of *Warwick* unto his Wife *Lydia*, in Fee Simple, and bequeathing to her some Furniture

Will of J. Halford, dated 19th June 1833.

and other Effects, as to all the Rest, Residue, and Remainder of his Real and Personal Estate of which he should die possessed or in any Manner entitled, gave, devised, and bequeathed the same unto his Brother and Sister-in-Law, *Ephraim Bullock*, since deceased, and *Anna Maria Hood*, and his Friend *Henry Jephson* of *Leamington* aforesaid, Doctor of Physic, to hold to them, their Heirs, Executors, and Administrators, subject to the said Annuity of Twenty Pounds, and also subject and chargeable after the Decease of the said Testator's Wife with the Payment of the Sum of One hundred Pounds *per Annum* for the Support and Maintenance of his Son *Joseph Halford* during his natural Life (but which did not become payable in consequence of his Death in the Testator's Lifetime), and subject to the said Annuities, to the Use of and in trust for all and every his (the Testator's) Children, whether Sons or Daughters, (except his Son the said *Joseph Halford*,) and his Grandchildren *Edward* and *Matilda*, the Son and Daughter of the Testator's Daughter *Matilda Elderton*, (the said *Edward* and *Matilda* only taking the Share which their Mother would have been entitled to had she been living,) and their respective Heirs, Executors, Administrators, and Assigns, in equal Shares and Proportions as Tenants in Common, and to vest in them respectively on their severally attaining the Age of Twenty-three Years; and the said Testator directed that in the meantime a sufficient Sum, in the Discretion of the said Executors, should be set apart and applied by his said Executors for their Support, Maintenance, and Education; and the said Testator further directed that his said Trustees should stand seised and possessed of the Share, Proportion, and Interest of his Son *Charles Stanford Halford* and each of his said Daughters, and also the Share of his said Grand-daughter *Matilda Elderton*, in and as to the Residue of his said Estate, upon trust to have, receive, and take the Rents, Interests, Dividends, and Proceeds arising from the Share of his said Son *Charles Stanford Halford*, and to pay the same to him during his natural Life, and also of the Share of his said Daughters and Grand-daughter, and to pay the same to them respectively to and for their own sole Use and Benefit, free from the Control, Intermeddling, Debts, or Engagements of their then present or any future Husband, and their Receipt alone to be the only Discharge for the same; and after the several Deceases of his said Son *Charles Stanford Halford*, or either of the said Daughters, or his said Grand-daughter, then the said Trustees should stand seised and possessed of the Part or Share of him, her, or them so dying in trust for such Child or Children of his said Son or Daughters or Grand-daughter respectively, in such Shares and Proportions, Manner and Form, and subject to such Declarations and Restrictions, as he the said Testator's said Son and they his said Daughters and Grand-daughter respectively should, notwithstanding Coverture, by his or her last Will and Testament in Writing, or any

Codicil

Codicil or Codicils thereto, duly executed and attested, give, bequeath, direct, limit, or appoint the same or any Part thereof; and in default of any such Gift, Bequest, Direction, Limitation, or Appointment, and so far as the same, if incomplete, should not extend, then his said Trustees, and the Survivor of them, his Heirs, Executors, and Administrators, should stand seised and possessed thereof for all and every the Child and Children of his the said Testator's said Son and Daughters and Grand-daughter respectively, equally, Share and Share alike; and in default of such Issue, then upon trust for such Person or Persons as would have become entitled thereto in case the Testator's said Son or either of the Testator's said Daughters and Grand-daughter respectively had died unmarried and intestate; and the said Testator appointed the said *Ephraim Bullock*, *Anna Maria Hood*, and *Lydia Halford* Executrixes and Executor of his said Will: And whereas *Joseph Arnold Halford*, the Son of the said Testator, referred to in the said recited Will, and therein called *Joseph Halford*, died in the Month of *January* One thousand eight hundred and forty-two, in the Lifetime of his said Father: And whereas the said Testator died on or about the Twenty-seventh Day of *October* One thousand eight hundred and forty-five, without having altered or revoked his said Will, leaving his Wife *Lydia Halford* and Eight Children, and no more, him surviving, namely, *Henry Haden Halford*, his eldest Son and Heir-at-Law, *Louisa Elizabeth*, lately the Wife and now the Widow of *George Parker* of *Handsworth* in the County of *Stafford*, Coal Master, heretofore *Louisa Elizabeth Halford* Spinster, *Charles Stanford Halford*, since deceased, *Ellen*, now the Wife of *John Allan Carnegy de Balinhard*, heretofore *Ellen Halford* Spinster, *Josepha Anne*, now the Wife of *William Marshall* Gentleman, heretofore *Josepha Anne Halford* Spinster, *Anna Maria*, now the Wife of *Thomas George Luckock*, heretofore *Anna Maria Halford* Spinster, *Alice*, now the Wife of *Vaughan Barber* Gentleman, heretofore *Alice Halford* Spinster, and *William Stanford Halford*, in the said Will called by the Christian Name of *William* only, and all of which Eight Children of the said Testator have attained the Age of Twenty-one Years: And whereas the said Testator also left him surviving his said Two Grandchildren, *Edward Halford Pierce Elderton*, in the said Will called *Edward Elderton*, and *Matilda Charlotte Elderton*, in the said Will called *Matilda Elderton*, each of whom hath attained the Age of Twenty-one Years: And whereas the said *Louisa Elizabeth Halford*, One of the said Daughters of the said Testator, intermarried with the said *George Parker*, and the said *George Parker* died on or about the Eighteenth Day of *May* One thousand eight hundred and forty-eight, leaving the said *Louisa Elizabeth Parker* his Widow: And whereas the said *Ellen Halford*, another of the said Daughters of the said Testator, intermarried with the said *John Allan Carnegy de Balinhard*: And whereas the said *Josepha Anne Halford*, another of the said

said Daughters of the said Testator, intermarried with the said *William Marshall:* And whereas the said *Alice Halford*, another of the said Daughters of the said Testator, intermarried with the said *Vaughan Barber:* And whereas the said *Charles Stanford Halford*, Son of the said Testator, intermarried with *Caroline Cooke*, and the said *Charles Stanford Halford* died on or about the Twenty-third Day of *July* One thousand eight hundred and fifty-three, leaving the said *Caroline Halford* his Widow: And whereas the said *Anna Maria*, another of the Daughters of the said Testator, intermarried with and is now the Wife of *Thomas George Luckock:* And whereas there are Issue of the said Marriage of the said *George Parker* by the said *Louisa Elizabeth* his Widow Eight Children, and no more, namely, *Charles Abraham Parker*, *George Halford Parker*, *Helen Parker*, *Alice Parker*, *Henry Eaton Parker*, *Joseph Halford Parker*, *Louisa Sarah Parker*, and *Marian Parker*, all of whom have attained the Age of Twenty-one Years: And whereas the said *Alice Parker* intermarried with *William Henry Muntz* of *Boston* in the United States of *America*: And whereas there has been Issue of the said Marriage of the said *Ellen Halford* with the said *John Allan Carnegy de Balinhard* Two Children, and no more, that is to say, *John Allan Carnegy de Balinhard* the younger and *William Carnegy de Balinhard*, and the said *William Carnegy de Balinhard* is an Infant under the Age of Twenty-one Years: And whereas there has been Issue of the said Marriage of the said *Josepha Anne Halford* with the said *William Marshall* One Child only, named *Isabel Pembroke de Clare Marshall*, who is an Infant under the Age of Twenty-one Years: And whereas there has been Issue of the said Marriage of the said *Charles Stanford Halford* with the said *Caroline Cooke* One Child only, namely, *Matilda Halford*, who is an Infant under the Age of Twenty-one Years: And whereas the said *Charles Stanford Halford* by his Will, dated the Twenty-ninth Day of *October* One thousand eight hundred and fifty-two, appointed his Sister, the said *Josepha Anne Marshall*, to be sole Guardian of his Children: And whereas there has been Issue of the Marriage of the said *Vaughan Barber* and *Alice* his Wife, heretofore *Alice Halford*, Two Children only, named *Alice May Barber* and *Halford Vaughan Barber*, both of whom are Infants under the Age of Twenty-one Years: And whereas there has not been any Issue of any of the other Marriages herein-before mentioned, and (save as aforesaid) the several Grandchildren of the said Testator have remained unmarried: And whereas the said *Henry Jephson*, One of the Trustees appointed by the Will of the said *Joseph Halford*, by Deed Poll, dated on or about the Sixteenth Day of *July* One thousand eight hundred and forty-seven, renounced and disclaimed all Right and Interests in the Estates of the said Testator: And whereas the said *Anna Maria Hood*, One of the Trustees named in the said

Will,

Will, and her Husband the said *Thomas Hood*, by Deed Poll, dated on or about the Fifteenth Day of *May* One thousand eight hundred and forty-six, also renounced and disclaimed all Right and Interest in the said Estates: And whereas the said *Lydia Halford* died in the Month of *December* One thousand eight hundred and forty-five, and the said *Anna Maria Hood* declined to prove the Will of the said Testator, or to act as Executrix under the same: And whereas the said *Ephraim Bullock*, One of the Trustees and Executors of the said Will, alone proved the same in the Prerogative Court of *Canterbury*, on or about the Twentieth Day of *May* One thousand eight hundred and forty-six, and acted as sole Trustee under the said Will: And whereas by Indenture dated on or about the Tenth Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *William Stanford Halford*, *Louisa Elizabeth Parker* Widow, *Charles Abraham Parker*, *George Halford Parker*, therein called *George Parker*, *Helen Parker*, *William Henry Muntz*, therein called *Henry Muntz*, and *Alice* his Wife, *Henry Eaton Parker*, *Joseph Halford Parker*, *Louisa Sarah Parker*, therein called *Sarah Louisa Parker*, *Marian Parker*, therein called *Marian Bennett Parker*, the said *John Allan Carnegy de Balinhard* and *Ellen Carnegy de Balinhard* his Wife, *John Allan Carnegy de Balinhard* the younger and *William Carnegy de Balinhard*, the Two Children of the said *John Allan Carnegy de Balinhard* and *Ellen* his Wife, the said *William Marshall* and *Josepha Anne* his Wife, the said *Anna Maria Halford* Spinster, the said *Vaughan Barber* and *Alice* his Wife, the said *Henry Haden Halford*, *Edward Merrick Elderton*, *Edward Halford Pierce Elderton* and *Matilda Charlotte Elderton*, Children of the said *Edward Merrick Elderton*, and the said *Charles Stanford Halford*, of the one Part, and the said *Ephraim Bullock* of the other Part; after reciting the Will of the said *Joseph Halford*, and after Statements as to the Legatees who might be entitled thereunder, and reciting that a Bill had been filed in the High Court of Chancery by the said *William Stanford Halford* against the said *Ephraim Bullock* and others, entitled under the said Will, which prayed, among others things, that the same Will might be established, under the Direction of the said Court, and that Answers had been put in to the said Bill, and after reciting various Claims of the said *William Stanford Halford* on the Estate of the said Testator, and noticing various counter Claims, an Agreement was by the said Indenture now in recital entered into for ending all Disputes and Differences, and terminating the said Suit of "*Halford* versus *Bullock*" upon the Terms therein expressed; and after in the said Indenture stating that inasmuch as an immediate Sale and Conversion of the Testator's Collieries and saleable Property would be highly detrimental, it was agreed that the Estates of the said Testator comprised in the Schedule to the said Indenture should be managed by the said *Ephraim Bullock* for the Benefit of the said several Parties thereto

Indenture, dated 10th July 1848.

thereto of the First Part, and the various Releases between divers of the said Parties were made and Covenants entered into for effectuating the said Arrangement and Agreement: And whereas the said *Ephraim Bullock* died on or about the Thirteenth Day of *May* One thousand eight hundred and fifty-one, and Letters of Administration of his Goods, Chattels, and Credits were granted to his Brother *James Bullock*, and his Two Sisters the said *Anna Maria Hood* and the said *Lucy Bullock*, from the Prerogative Court of *Canterbury*, on or about the Fourteenth Day of *July* One thousand eight hundred and fifty-one: And whereas the said *Anna Maria Hood*, One of the said Executors appointed by the said Will of the said *Joseph Halford*, on or about the Thirtieth Day of *July* One thousand eight hundred and fifty-two proved the said Will in the Prerogative Court of *Canterbury*: And whereas the said Will of the said *Joseph Halford* did not contain any specific Power for the Trustees thereof to exchange or sell or grant Building or Mining Leases of the said Lands or any Part thereof, nor any Power of appointing a new Trustee or new Trustees in the event of any Trustee or Trustees dying, or declining, refusing, or becoming incapable to act: And whereas Six hundred and eighty-seven Pounds Three Pounds *per Centum* Consolidated Annuities have been purchased from the Personal Estate of the said *Joseph Halford* the Testator, as a Fund for Payment of the said Annuity of Twenty Pounds by the said Will given unto the said *Lucy Bullock* during her Life, by the said Will charged on the residuary Real and Personal Estate of the said Testator, and the same Six hundred and eighty-seven Pounds Three Pounds *per Centum* Consolidated Annuities are standing in the Names of the said *Henry Hadon Halford* and *William Stanford Halford* in the Books of the Governor and Company of the Bank of *England*, and the Application of the Dividends of the said Six hundred and eighty-seven Pounds Three Pounds *per Centum* Consolidated Annuities for the Payment of the said Annuity of Twenty Pounds is evidenced or declared by means of a Deed Poll under the respective Hands and Seals of the said *Henry Haden Halford* and *William Stanford Halford*, and dated on or about the Ninth Day of *May* One thousand eight hundred and fifty-five: And whereas the said *Charles Abraham Parker* some Time since became insolvent, and obtained Relief under the Acts in force for the Relief of Insolvent Debtors, and on the Twenty-second Day of *September* One thousand eight hundred and fifty-three *William Marratt* Gentleman was duly appointed and is now Creditors Assignee of the Estate and Effects of the said *Charles Abraham Parker*: And whereas there are now pending in the High Court of Chancery, for having administered the Real and Personal Estates of the said *Joseph Halford* the Testator and for other Purposes, the Three Suits herein-after mentioned, that is to say, by original and amended Bills between the said *John Allan Carnegy de Balinhard* the younger and *William Carnegy*

Carnegy de Balinhard, the Infants, by the said *John Allan Carnegy de Balinhard*, their Father and next Friend, Plaintiffs, and the said *James Bullock*, *Lucy Bullock*, *Anna Maria Hood*, *Henry Haden Halford*, *John Allan Carnegy de Balinhard*, *Matilda Charlotte Elderton*, *Alice May Barber*, *Matilda Halford*, *Isabel Pembroke de Clare Marshall*, *Louisa Sarah Parker*, in the said Bill called *Sarah Louisa Parker*, *Marian Parker*, in the said Bill called *Marian Bennett Parker*, *William Stanford Halford*, *Ellen Carnegy de Balinhard*, *Anna Maria Halford*, *Vaughan Barber* and *Alice* his Wife, *Joseph Halford Parker*, *Samuel Sturgis*, *Edward Merrick Elderton*, and *Charles Stanford Halford*, since deceased, and *Louisa Elizabeth Parker*, *George Halford Parker* in the said Bill called *George Parker*, *Henry Eaton Parker*, *William Marshall* and *Josepha Anne* his Wife, *Edward Halford Pierce Elderton*, and *William Henry Muntz*, in the said Bill called *Henry Muntz*, and *Alice* his Wife, when within the Jurisdiction, Defendants, and by Supplemental Order and Bill between the said *John Allan Carnegy de Balinhard* the younger and *William Carnegy de Balinhard*, by the said *John Allan Carnegy de Balinhard*, their Father and next Friend, Plaintiffs, and the said *Henry Haden Halford* and *William Stanford Halford*, Defendants, and between the same Plaintiffs and *William Marratt* and *Halford Vaughan Barber* an Infant and *Caroline Halford*, Defendants: And whereas by an Order of the said Court of Chancery, made on or about the Fourteenth Day of *November* One thousand eight hundred and fifty-three, in the said Two firstly-named Causes, and in the Matter of "The Trustee Act, 1850," and in the Matter of the Act passed in the Fifteenth and Sixteenth Years of the Reign of Her present Majesty, intituled *An Act to extend the Provisions of the Trustee Act*, 1850, and upon the Petition of the said Defendants *Henry Haden Halford* and *William Stanford Halford*, they the said *Henry Haden Halford* and *William Stanford Halford* were appointed Trustees of the said Will of the said *Joseph Halford*, in the Place of the said *Ephraim Bullock*, the Trustee of the said Will, so deceased; and it was ordered that the Trust Estates and Premises devised and bequeathed in the said Will should vest in the said *Henry Haden Halford* and *William Stanford Halford*, upon the Trusts thereof expressed and declared by the said Will: And whereas by a Decree or Decretal Order of Vice-Chancellor Sir *John Stuart*, made on or about the Tenth Day of *May* One thousand eight hundred and fifty-five, in the herein-before mentioned Causes of "*De Balinhard* against *Bullock*," "*De Balinhard* against *Halford*," and "*De Balinhard* against *Marratt*," it was declared that it would be for the Benefit of such of the Parties to the said Suits as are Infants or married Women, and of any other Persons who may become interested in the Real and Personal Estate of the said *Joseph Halford* the Testator, that they should be bound by the herein-before mentioned Indenture of the Tenth Day of *July* One thousand eight hundred and forty-eight, and that such Indenture should be carried into effect, and the

Order of Court of Chancery, dated 14th Nov. 1853.

Order of Court, dated 10th May 1853.

the same was decreed accordingly; and it was further declared that it would be for the Benefit of such of the Parties as are under Disability as aforesaid, and of any other Persons who may become interested in the Freehold and Leasehold Estates of the said Testator mentioned in the said Indenture of the Tenth Day of *July* One thousand eight hundred and forty-eight, that Application should be made to Parliament by the Defendants *Henry Haden Halford* and *William Stanford Halford*, the Trustees of the Will of the said Testator, and who are beneficially interested thereunder, for Powers to enable them to sell the Surface of the said Estates, and the Mines lying thereunder, either separately or together, to let Mines on Mining Leases, to let the Surface of the said Estates on Building Leases, or on Leases at Rackrents to take effect in possession and not in reversion, and to effect Exchanges of the said Estates or any Part thereof, and to purchase other Lands, such Sales, Exchanges, and Purchases to be made and effected and such Leases granted with the Approbation of the Judge to whose Court the said Causes were or might be attached; and it was ordered that the Defendants *Henry Haden Halford* and *William Stanford Halford* should be at liberty to give all necessary Notices and to take all necessary Steps to obtain an Act of Parliament for the Purposes referred to in the foregoing Declaration; and it was ordered that all other Parties to the said Suits should be at liberty to take and assent to all necessary Means and Proceedings in support of such Application, and that the Draft of the Bill in Parliament should be approved by the Judge to whose Court the said Causes are attached: And whereas the Freehold and Leasehold Messuages, Lands, Tenements, and Hereditaments, holden subject to the residuary Gift of Real and Personal Estate contained in the said Will of the said *Joseph Halford*, and so mentioned in the said Indenture of the Tenth Day of *July* One thousand eight hundred and forty-eight, and as to which it was directed by the lastly herein-before recited Order of the said Court of Chancery that Application should be made to Parliament for such Powers of Sale, Exchange, Purchase, and Leasing as herein-before mentioned, are specified or mentioned in the Schedule to this Act: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Henry Haden Halford* and *William Stanford Halford* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, in manner following; (that is to say,)

Short Title.

I. This Act may be cited for any Purpose as "*Halford*'s Estate Act, 1855;" and the Word "Lands" used therein shall include "Messuages, Lands, Tenements, and Hereditaments, whether of Freehold, Copyhold, or Leasehold Tenure."

II. By

Powers exercisable with Sanction of the Court of Chancery.

II. By an Order of the High Court of Chancery, but not otherwise, and upon the Application of the Trustees or Trustee of this Act, all or any of the several Powers of Sale, Exchange, Purchase, and Leasing herein-after contained shall and may from Time to Time be exercisable: Provided always, that during the Lives of the said *Anna Maria Luckock*, *Alice Barber*, and *Matilda Charlotte Elderton*, or of the Survivors or Survivor of them, no Order of the Court of Chancery as aforesaid shall be obtained without the Consent of the said *Anna Maria Luckock*, *Alice Barber*, and *Matilda Charlotte Elderton*, or of any Two of them, (the said *Matilda Charlotte Elderton* being one of such Two during her Life,) or of the Survivor of them.

Names of Trustees.

III. The Trustees or Trustee to carry into effect the said several Powers shall be the said *Henry Haden Halford* and *William Stanford Halford*, or the Survivor of them, or other the Trustee or Trustees for the Time being under this Act to be associated with either of them, or to be appointed in the Stead of each or either of them.

Powers to be exercisable by Indenture.

IV. The said several Powers of Sale, Exchange, Purchase, and Leasing shall be exercisable by Indenture, sealed and delivered by the Trustees or Trustee for the Time being of the Power then in exercise, in the Presence of and attested by One or more Witness or Witnesses.

Lands in Schedule may be sold.

V. All or any of the Lands specified or mentioned in the Schedule to this Act, with their Appurtenances, may, as to such as are Freehold, be sold in Fee Simple, and as to such of them as are Leasehold, for the Residue of the Term or Terms of Years for which the same may be holden; and the Surface of and the Mines or Minerals under such Lands, or any of them respectively, may be sold together or separately, and with or subject to such Powers for working, landing, or raising such Mines or Minerals, and with or subject to or with the Exception of such Wayleaves for working, raising, landing, or carrying away such Mines or Minerals, and other Powers and Privileges, as may be deemed advisable; and all such several Sales may be made in Lots or Parcels, and by Public Auction or Private Contract, or partly in each such Mode, and with and under and subject to such special or other Conditions or Provisions of Sale as to Title, Evidence of Title, or otherwise, as the Trustee or Trustees may think fit, and with full Power for him or them to buy in, rescind, modify, or vary the Contract or Contracts for Sale of all or any of the said Premises, and to resell the same in or by all or any of the Modes or Means aforesaid, and to deal with the Deposits or Damages on any such Contract or Contracts as he, she, or they may deem most advantageous for the Trust Property or Fund, without being answerable for any Loss or Expense to be occasioned thereby.

Exchanges may be made.

VI. The Exchanges may be made of all or any of the Lands specified or mentioned in the said Schedule to this Act, with their Appurtenances, for such other Lands, either of Freehold or Copyhold Tenure or of both Tenures, and such Sum or Sums of Money may be received or given by way of Equality of Exchange, as the Trustees or Trustee may think reasonable; and such several Exchanges may either be made in pursuance of any previous Contract or Contracts, conditionally that any Order of the Court of Chancery as aforesaid authorizing or confirming the same be obtained, or pursuant to any Contract subsequently to such Order, as the Case may require.

Trustees may enter into Contracts, &c.

VII. The Trustee or Trustees for the Time being of this Act may make, enter into, execute, and concur in all such Contracts, Conveyances, Assurances, Acts, Deeds, Matters, and Things as he or they may judge expedient or necessary for making and completing every or any such Sale, and the same shall be binding and conclusive on all Persons interested or entitled under or by means of the said Will of the said *Joseph Halford*, and shall discharge the Lands sold and conveyed from all the Uses, Trusts, Powers, and Charges thereof.

Trustees Receipts to be good Discharges.

VIII. The Receipts in Writing of the Trustee or Trustees for the Time being of this Act for any Sum of Money received by him or them under the Authority of or for the Purposes of this Act shall from Time to Time be a sufficient Discharge to the Persons paying the same for the Sum thereby expressed to have been received.

Until sold, Lands to be subject to Limitations of Will.

IX. In the meantime and until the Lands respectively comprised in the said Schedule to this Act shall be conveyed or assigned by way of Sale or Exchange as aforesaid, the same shall remain subject to all the Limitations under or by means of the said residuary Gifts in the Will of the said *Joseph Halford* according to which the same would have been holden in case this Act had not passed; and the Rents, Issues, and Profits of the same Lands shall be received and applied accordingly, and all the Powers conferred by the said Will respectively which could have been exercisable of the said Lands remaining unsold and unexchanged shall also be exercisable, in like Manner as if this Act had not passed.

Trustees may purchase.

X. The Trustees or Trustee from Time to Time may purchase, under any ordinary or special Conditions of Sale, any Lands which they are by this Act authorized to purchase.

Lands purchased to be conveyed to Trustees.

XI. The Lands from Time to Time purchased under this Act shall be conveyed to the Trustees upon the subsisting Trusts of this Act; and shall be subject to all the Powers and Provisions of this Act.

XII. All

Monies to be paid into Court.

XII. All Monies coming to the Hand or Hands of the Trustee or Trustees for the Time being of this Act arising from the Sale or Exchange of any of the Lands comprised in the Schedule to this Act, from and after deducting or satisfying, so far as necessary, the reasonable Costs, Charges, and Expenses for or in respect of the passing of this Act or incidental thereto, or of the carrying the same into execution, shall respectively be paid by the said Trustee or Trustees forthwith into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed there to an Account to be entitled "In the Matter of *Halford*'s Estate Act," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter Twenty-four; and such Monies, or so much thereof as shall not from Time to Time be paid out under the Provisions herein-after contained, shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

Application of Monies.

In the Purchase or Redemption of Land Tax, or the Discharge of any Debts or Incumbrance affecting any Lands forming Part of the Residuary Estate of the said Testator, and subject to the same Uses, Trusts, or Purposes as the Lands in respect of which such Money shall have been paid:

In the Purchase, according to the Provisions of this Act, of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands comprised in the Schedule of this Act:

In Payment to any Person or Persons becoming or being absolutely entitled to such Money under the residuary Gifts in the Will of the said *Joseph Halford*.

Receipts of Cashier of Bank, &c. to be good Discharges.

XIII. The Receipt of a Cashier of the Bank of *England* for any Monies to be so paid into the Bank as by this Act directed, and the Certificate of the Accountant General of the Court of Chancery annexed thereto, and filed in the Register or Report Office of such Court, shall be an effectual and conclusive Discharge to the Persons paying the same for the Money therein respectively acknowledged to be paid.

Monies to be invested.

XIV. All Monies from Time to Time paid into the Bank under this Act, or so much thereof as is not ordered by the Court to be applied for any other of the Purposes of this Act, shall, until so applied, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer Bills; and the Interest of such Bills, and the Money received for the same when paid

paid off by Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Court may make Orders as to the Exchange of Exchequer Bills.

XV. The Court may make such General or Special Order, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, the new Bills may be received in exchange for the Bills in course of Payment, and such Proceedings shall be effectual for enabling such Receipt in exchange, and in that Event the Interest of the new Bills shall be laid out as by this Act directed with respect to the Interest of the Bills paid off.

To whom Surplus arising after Sale of Exchequer Bills to be paid.

XVI. If the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the Money originally laid out in the Purchase thereof, then and in that Case alone the Surplus remaining, after discharging the Expenses of the Application to the Court, shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased, if purchased and settled pursuant to this Act, or to the Representatives of such Person.

Court may make Orders as to Costs.

XVII. The Court may from Time to Time make such Orders as the Court shall think just for allowing, taxing, and settling all such Costs, Charges, and Expenses as may have been incurred in or about the Application for and obtaining this Act, or from Time to Time may be incurred in making Applications to the Court under this Act, paying Monies into the Bank as by this Act directed, taking such Monies out of the Bank, applying such Monies as by this Act authorized, investigating the Title of Lands purchased, or otherwise in carrying this Act into execution, or any other Costs, Charges, and Expenses payable according to the Provisions of this Act, and from Time to Time may make such Orders as the Court think just for the Payment of such Costs, Charges, and Expenses out of any Monies from Time to Time in the Hands of the Trustee or Trustees of this Act belonging to the Residuary Real or Personal Estate of the said Testator, or out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills purchased or taken in exchange under this Act.

Orders may be on Petition, Motion, or Summons.

XVIII. Every Order of the Court for the Purposes of this Act may be made on Petition in a summary Way, or by Motion or Summons in Chambers.

Powers to appropriate Lands for Building Purposes.

XIX. The Trustees or Trustee of this Act may from Time to Time, with the Sanction of the Court of Chancery, appropriate and lay out any Part of the Lands mentioned in the Schedule to this Act as

as and for Markets, Squares, open Spaces, Streets, Roads, Passages, Sewers, Drains, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Residuary Estate of the said *Joseph Halford* the Testator, or for the Accommodation of the Lessees thereof, and any other Parts thereof, as Lots for building, or in such Manner in all respects as the said Trustee or Trustees may from Time to Time think advantageous, and for the Purposes of this Act may maintain, repair, alter, and improve such Markets, Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

General Deed with respect to Improvement of Estate.

XX. For the Purpose of any such general Improvement and Accommodation, the Trustees or Trustee from Time to Time may, with the Sanction of the Court of Chancery, by general Deeds, to be sealed and delivered by them or him, and to be enrolled in the Court of Common Pleas at *Westminster* within Six Calendar Months after the Day of the Date thereof, respectively declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences as they or he may deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates, and shall not authorize any Sale, Exchange, or Lease contrary to the Provisions of this Act.

Trustees may grant Building, Rebuilding, or Improving Leases;

XXI. The Trustee or Trustees for the Time being of this Act from Time to Time may lease all or any Part of the Lands specified in the said Schedule to this Act to any Persons willing substantially to rebuild or improve any of the present or any future Houses, Works, or Buildings upon any Part of the said Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the said Lands not built on, or willing to annex any Part of such Lands as Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the same or any Part thereof, or willing to improve the Estates or any Part thereof, by making Railways, Tramroads, Canals, Wharfs, Manufactories, Works, or Conveniences thereon, or otherwise howsoever to improve the said Estates.

and grant Mining Leases.

XXII. The Trustee or Trustees of this Act may from Time to Time grant and convey or demise or lease all or any of the Mines, Veins and Seams of Coal, and other Mines and Minerals already opened, found, or discovered, or to be opened, found, or discovered, in or under the said Lands mentioned in the said Schedule to this Act, or in or under any of them or any Part or Parts thereof respectively, and also any Part or Parts of the Land or Ground under which Mines or Minerals shall be granted or demised, or which may be near or adjoining thereto, and which it may be thought expedient to lease or

hold with such Mines, for the better or more effectually working the same, or may grant to the Owners or Lessees of any adjoining Mines or Collieries any such Lease or Licence of Mines, Seams of Coal, Ironstone, Mines or Minerals, without giving to him or them any Power, Licence, or Authority to enter into or upon any of the Lands comprised in the Schedule to this Act, or in or through or upon the same to dig, bore, or search for any such Coal, Ironstone, or other Minerals as aforesaid, or to sink any Pits or Shafts on any Part or Parts of the said Lands, but instead thereof may provide that the Mines to be so granted or leased shall be worked, and all Coal, Ironstone, and other Minerals shall be dug, raised, gotten, and obtained by means of or through such adjoining Mine or Mines as aforesaid, or some Pit or Shaft or underground Work connected therewith, without entering upon or in any Manner using or disturbing the Surface of the Lands comprised in the Schedule to this Act.

Power to grant agricultural Leases.

XXIII. The Trustee or Trustees of this Act from Time to Time may lease for Agricultural Purposes any Part of the Lands specified in the Schedule to this Act to any Person for any Term not exceeding Twenty-one Years, to take effect in possession immediately, or within Three Calendar Months after the making thereof, but only at the best yearly Rent, payable half-yearly or oftener, and without Fine, Premium, or Foregift, and with and subject to such Liberties, Privileges, Covenants, and Provisions as the Trustees or Trustee think fit, so as the Lessee be not thereby made dispunishable for Waste, and so as the Lease contain proper Provisions for ensuring the due Payment of the Rent reserved, and the due Performance and Observance of the Covenants in the Lease, and so as the Lessee execute a Counterpart or Duplicate of the Lease.

Liberties to be granted for Building Purposes.

XXIV. The Trustee or Trustees may from Time to Time, if and as he or they may think advantageous, grant to the respective Lessees, for Building and Improving or Mining Purposes, their Executors, Administrators, and Assigns, generally all such Liberties, Privileges, and Easements in, over, and affecting the Estates or any Part thereof which the Trustees or Trustee may think reasonable, and are or shall be usual in Leases of a similar Kind or in the Neighbourhood of the Lands to be let.

Covenants to build, &c.

XXV. In every such Lease made for the Purpose of having Houses, Works, or Buildings erected or constructed, or for opening or working Mines or Quarries, shall be contained a Covenant on the Part of the Lessee to build, construct, and finish the Houses, Works, and Buildings agreed to be built or constructed on the Lands, or to open and work such Mines or Quarries within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted

granted such Houses, Works, and Buildings agreed to be built or constructed on the Lands, or to open and work such Mines or Quarries within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted such Houses, Works, and Buildings, Mines and Quarries.

Covenants to rebuild, &c.

XXVI. In every such Lease made for the Purpose of having Houses, Works, or Buildings improved or rebuilt, or for opening new Mines or Quarries, or re-opening old Mines or Quarries, there shall be contained a Covenant on the Part of the Lessee to improve or rebuild such Houses, Works, or Buildings, or to open or re-open such Mines or Quarries, within a Time specified for that Purpose, and to keep in repair during the Term thereby granted the Houses, Works, or Buildings agreed to be improved or rebuilt, and keep in good working Order the Mines and Quarries so agreed to be opened or re-opened.

Covenants to improve.

XXVII. In every such Lease made for the Purpose of any other Improvement there shall be contained a Covenant on the Part of the Lessee to make such Improvement within a Time specified for that Purpose, and duly to maintain the same.

Covenants to pay Rents, &c.

XXVIII. In every such Lease there shall be contained on the Part of the Lessee a Covenant for the due Payment of the Rent, Royalty, or Sum or Sums of Money thereby reserved or made payable, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises comprised in the Lease.

Tenants to insure, &c.

XXIX. In every such Lease for the Purpose of having any Houses, Works, or Buildings built, improved, or rebuilt, which shall be liable to Damage by Fire, there shall be contained on the Part of the Lessee a Covenant for keeping the Houses, Works, and other Buildings, or such of them as shall be liable to Damage by Fire, insured from Loss or Damage to the Amount of Three Fourths at least of the Value thereof in some or One of the substantial Offices for Insurance in *London* or *Westminster* or in the County of *Stafford*, and lay out the Money received by virtue of such Insurance, and all such other Sums as shall be necessary, in substantially rebuilding, repairing, or reinstating the Houses, Works, or Buildings destroyed or damaged by Fire.

Covenants to surrender.

XXX. In every such Lease wherein or so far as any Provision or Agreement to the contrary shall not be inserted, as herein-after authorized, there shall be contained on the Part of the Lessee a Covenant to surrender the Possession of and leave in good Repair the Houses, Works, and Buildings to be erected and built, or improved, repaired, or constructed, and to leave in good and working Order the Mines and Quarries, Pits, Shafts, and Mining Erections and Fixtures in,

in, upon, or under the Lands therein comprised, on the Expiration or other sooner Determination of the Estate or Term thereby granted: Provided always, that there may be contained in every or any such Mining Lease (if or so far as there be such an Agreement or Intention) a Power for the Lessees, their Executors, Administrators, or Assigns, at the Expiration of the Term to be granted thereby, and conditionally that he or they have paid all the Rents, Royalties, or Sums of Money reserved or made payable by such respective Lease, and have observed and performed all the Lessee's Covenants contained therein, to remove or take away, within Three Calendar Months after the Expiration of such Lease, all or any of the Erections, Buildings, or Fixtures that may have been made, constructed, or placed upon the demised Premises during the Continuance of the Demise.

Power to refer Disputes to Arbitration.

XXXI. There may be contained in every or any such Mining Lease such a Clause for Reference to Arbitration of the Disputes or Difference as to the Construction of the Covenants to be contained therein, or as to working, raising, or landing the Mines, Minerals, Ore, Produce, or Refuse therefrom, as the Trustee or Trustees may deem fair or reasonable.

Power to enter and view.

XXXII. In every such Lease there shall be contained a Power for the Trustees or Trustee of this Act, or the Person from Time to Time entitled to the yearly Rent reserved, or to the Reversion expectant on the Term granted by such Lease, or their respective Surveyors and Agents, to enter twice in every Year upon the Premises, and to inspect the Condition thereof, and to give Notice of the Wants of Repairs and Defects then and there found.

Powers of Re-entry on Nonpayment of Rent.

XXXIII. In every such Lease there shall be contained a Proviso or Condition, that if the Rent, Royalty, or Sum or Sums of Money thereby reserved or made payable, or any Part thereof, be at any Time in arrear for a Period therein specified, not exceeding One Year, and not paid within a further Period therein specified, not exceeding One Year after the same is demanded by Notice in Writing delivered to the Lessee, his Executors, Administrators, or Assigns, or left on the Premises comprised in the Lease, or if any Buildings, Works, or Improvements on the Lands comprised in the Lease be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and be not rebuilt, repaired, or reinstated within a Period in such Lease specified next after the Fire or Accident happens, or on the Nonperformance of any of the Covenants, Provisoes, and Conditions on the Lessee's Part, or of any One or more (in that Behalf agreed upon) specified in the Lease of such Covenants, Provisoes, and Conditions, then and in any Case the Trustees or Trustee of this Act, or the Person for the Time being entitled to the Reversion expectant

on

on the Lease, may enter into and upon the Lands or Mines comprised in the Lease, and determine the Term thereby granted.

Provisoes of Re-entry may be qualified.

XXXIV. Any such Proviso or Condition for Re-entry may, if the Trustees or Trustee of this Act think fit, be qualified by a Proviso in the Lease, that any Breach of any of the Covenants, Provisoes, and Conditions therein contained, except the Covenant for Payment of the Rent or Royalties, and such other Covenants, Provisoes, or Conditions, if any, as are agreed on to be so excepted, shall not occasion any Forfeiture of the Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and unless or until the Damages and Costs recovered in such Action remain unpaid for Three Calendar Months after such Damages and Costs are assessed.

Covenants in Leases for Building, Mining, and Improving Purposes, for paying Expenses of maintaining Streets, &c.

XXXV. The Leases for the Building or Improving Purposes may, as the Trustees or Trustee shall from Time to Time think advantageous, be made either with or without Covenants or Stipulations on the Part of the Lessees to pay all or any Part of the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Streets, Roads, Passages, Sewers, Drain Pipes, Conduits, Gardens, Pleasure Grounds, Easements, or other Conveniences, in, through, under, or over any Parts of the Estates not comprised in the Lease, and either with or without Covenants or Stipulations as to the Mode in which any other Part of the Estates shall be built upon, or laid out, improved, or used, and may be made subject to or may contain any other Covenants, Limitations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which are reasonable.

Reservations to be made in Leases.

XXXVI. The Trustees or Trustee of this Act may from Time to Time, if and as they or he shall think advantageous, make by such Leases respectively all such Reservations of Rights or Powers, Liberties, Easements, and Privileges, in, over, and with respect to the Lands or Mines or Quarries leased, and all such other Reservations as he or they may think reasonable, or as are or shall be usual in Leases for like Purposes.

Terms of Leases for Building, Mining, and Improving Purposes.

XXXVII. Any Lease for Building or Rebuilding Purposes may be made, as the Trustees or Trustee may from Time to Time think advantageous, for any Term of Years absolute not exceeding Ninety-nine Years; and any such Lease for Mining or Improving Purposes may be made, as the said Trustees or Trustee may from Time to Time think advantageous, for any Term of Years absolute not exceeding Forty Years; but in each and every Case only in consideration of the best

best yearly Rent that can be reasonably obtained, and without Fine, and without any Covenant for Renewal.

Rents on Leases for Building, Mining, and Improving Purposes, may increase periodically.

XXXVIII. The yearly Rent limited by any such Lease for Building, Mining, or Improving Purposes, may be made to commence on any Day not exceeding Two and a Half Years from the Day of the Date of the Lease, and to increase periodically, with such Portion of the full yearly Rent as the Trustees or Trustee of this Act, having regard to the Progress of the Buildings, Repairs, Rebuilding, or Improvements to be made, and the Responsibility of the Lessee, 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 after the Day of the Date of the Lease.

Leases for Building, &c. Purposes may be made by Public Auction or Private Contract.

XXXIX. Any such Letting for Building, Mining, or Improving Purposes may be made either by Public or Private Tender or Contract, and subject to such Conditions, whether ordinary or special, and such Reservations, as the Trustees or Trustee of this Act may think advantageous.

Counterparts or Duplicates of Leases, &c.

XL. The Person to whom any Lease may be granted shall execute a Counterpart or Duplicate of such Lease.

Powers to enter into Contracts for Leases for Building and Improving Purposes.

XLI. The Trustees or Trustee from Time to Time may enter into any Contract in Writing for any Lease for Building or Improving Purposes which by this Act is authorized to be granted, with the Buildings or Improvements, if any, thereon, at the best yearly Rent that can be reasonably obtained; and such Contracts may contain all or any of the following Agreements; (to wit,)

First, an Agreement that when and as any Land agreed to be leased, or any Part thereof, is built on, rebuilt, repaired, laid out, formed, or improved in the Manner and to the Extent stipulated in the Contract, the Lands mentioned in the Contract, or any Part thereof, shall be leased, according to this Act, to the Person contracting to take the same, his Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person (to be approved of by the Trustee or Trustees) as he or they shall appoint in that Behalf, for the Remainder of the Term specified in the Contract, and in such Parcels, and under such Portions of the yearly Rent specified in the Contract, as are thought proper, but nevertheless so that if the yearly Rent to be reserved by the Lease bear a greater Proportion to all the Rent by the Contract agreed to be reserved than the Quantity of Land to be comprised in the Contract, then the Rent so to be reserved shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands to be comprised in the Lease when fit for Habitation or Use:

Secondly,

Secondly, an Agreement that the full Rent specified in the Contract shall or may be reserved by the Lease or Leases to be granted of a given Quantity (specified in the Contract) of the Land thereby agreed to be leased, such Quantity being not less in Value than Six Times the Rent reserved upon it, and that the Residue thereof shall be leased at the yearly Rent of Forty Shillings, either before or after the full Rent specified in the Contract is reserved by any Lease or Leases, and at such Time or Times and in such Manner as the Trustees or Trustee may think proper:

Thirdly, an Agreement that the full yearly Rent specified in the Contract may be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be leased, either by a Surveyor or a Referee or otherwise, but nevertheless having regard to the Provisions contained in the First Division of this Section:

Fourthly, an Agreement in any Case where a given Quantity is not specified in the Contract, that when the full yearly Rent to be reserved is, having regard to the Provisions contained in the First Division of this Section, reserved by the Lease or Leases granted of a competent Part or competent Parts of the Land agreed to be leased (to be determined on by a Surveyor or Referee or otherwise), the Residue (if any) thereof shall be leased by One or more Lease or Leases at the yearly Rent of Forty Shillings:

Fifthly, an Agreement in any Case of a Lease at the yearly Rent of Forty Shillings to grant the Lease either before or after the Land to be therein comprised is built upon, laid out, or improved:

Sixthly, an Agreement that the yearly Rent agreed by any such Contract to be reserved may be made to commence from such Period not exceeding Two Years and a Half from the Day of the Date of the Contract, and may be made to increase periodically, beginning with such Portion of the full Rent to be reserved as the Trustee or Trustees may think advisable, and increasing up to the full Rent as he or they may find convenient or think proper, and as in the Contract may be expressed, regard being had to the Quantity of Land agreed to be from Time to Time leased, and the Progress of the Buildings, Works, Repairs, or Improvements stipulated to be erected or made thereon, and the Responsibility of the Purchaser or Lessee, and the other Circumstances of the Case, but so that the full yearly Rent be made payable on a Day not later than Four Years from the Day of the Date of the Contract:

Seventhly, an Agreement that when and as any Lease is granted of any Part of the Lands contracted to be leased the Lands from Time to Time leased shall be discharged from the Contract,

and

and the Person with whom the Contract is entered into, or his Representative, shall remain liable thereunder, in respect of such Part of the Lands comprised in the Contract as are not for the Time being leased, to the Payment of such Portion of the Rent by the Contract agreed to be reserved as is thought proper, and is in the Contract provided for:

Eighthly, an Agreement that the Person with whom the Contract is entered into may during the Continuance thereof have, exercise, and enjoy all or any (to be expressed in the Contract) of the Liberties which are by this Act authorized to be granted to Lessees for Building and Improving Purposes:

Ninthly, any other Agreements or Terms which the Trustee or Trustees may from Time to Time think reasonable, and are not contrary to any of the Provisions of this Act.

Contract to contain Clauses for vacating the same, &c.

XLII. In every Contract for Building or Improving Purposes there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part of the Lands therein comprised and agreed to be leased as are not actually leased, and are not within a reasonable Time therein expressed built upon, rebuilt, repaired, laid out, formed, or improved, or, if such Contract be for a Mining Lease, if such Mines or Quarries are not opened, re-opened, worked, or put in working Order within such reasonable Time, in the Manner therein stipulated, and also a Clause or Condition that the Person to whom a Lease ought to be granted pursuant to the Contract shall within a reasonable Time therein expressed accept the same, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the same, so that in default thereof the Contract shall, as to the Lands not actually leased by virtue of the Contract, be binding on the Persons upon whom the Lease, if executed, would be binding, and shall be carried into execution by a Lease or Leases under this Act accordingly.

Contracts may be varied.

XLIII. The Trustees or Trustee may from Time to Time enter into any new Contract by way of Addition to or Explanation or Alteration of all or any of the Terms expressed in any Contract entered into under this Act, but so that the Contract shall, when so added, so explained, or altered, be conformable with the Provisions of this Act.

Release from Liabilities to Contract.

XLIV. The Trustee or Trustees may release any Person with whom any Contract is entered into, his Executors, Administrators, or Assigns, from the Fulfilment of all or any Part of the Contract; and if the Trusees or Trustee shall think it expedient, they or he may enter into any new Contract with such Person, his Executors, Administrators, or Assigns, in lieu of the Contract or the Part thereof

so released, but so that the Contract as modified by the Release or new Contract be conformable with the Provisions of this Act.

Conditions for Re-entry may be restricted to Part of Lands comprised in Leases and Contracts, and remain in force as to other Part.

XLV. Any such Lease for Building or Mining or Improving Purposes, or any Contract for such Lease, shall not be void, defeasible, or questionable on the Ground that any Power, Condition, or Right of Re-entry, or of determining the Term thereby created or agreed to be created, for Nonpayment of Rent, or for any Breach of Covenant, is in any Terms restricted to Part of the Lands leased or agreed to be leased where or in respect whereof the Nonpayment or Breach happens.

Conditions for Re-entry to be apportionable.

XLVI. Notwithstanding the Determination, by virtue of any such Power, Condition, or Right of Re-entry or Determination, of any such Term, as to Part only of the Lands leased or agreed to be leased, the Power, Condition, or Right of Re-entry or Determination shall be in full Force as to such Part of the Lands as from Time to Time may continue to be holden by virtue of the Lease or Contract; and in order thereto every such Power, Condition, or Right of Re-entry or Determination shall be apportionable and apportioned and shall have Effect according to the Intention of the Parties as expressed in that Behalf in the Lease or Contract.

Under-leases not to be forfeited for Nonpayment of Rent or Breach of Covenant as to Lands not comprised therein.

XLVII. An Under-lease of Part of the Lands comprised in any such original Lease shall not (except so far as is otherwise provided by the original Lease) be liable to Forfeiture, or to the Operation of any Power, Condition, or Right of Re-entry or Determination, for Nonpayment of Rent, or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof, and any such Nonpayment or Breach with respect to the Land comprised in any such Under-lease shall not work a Forfeiture or give a Right of Re-entry or Determination with respect to any Land comprised in the original Lease, and not comprised in the Under-lease; and the Power, Condition, or Right of Re-entry or Determination in or under the original Lease, for any such Nonpayment or Breach, shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the original Lease, and the Part not comprised in the Under-lease of the Land comprised in the original Lease respectively, as if the original Lease had originally comprised such respective Part alone.

Power to accept Surrenders of Leases.

XLVIII. The Trustees or Trustee may, if they or he think fit, accept a Surrender of any Lease of any Part of the Estates subsisting at the passing of this Act, or made thereunder.

On resuming Possession under any Power of Re-entry or otherwise fresh Leases and Contracts may be made.

XLIX. If the Possession of any Land comprised in any Lease or Contract made under this Act, or comprised in any now subsisting Lease, be at any Time resumed or recovered, under any Condition of Re-entry therein respectively contained or otherwise, then and in every such Case the Trustees or Trustee may grant Leases for Building and Improving and Mining Purposes, and enter into Contracts for granting such Leases, and afterwards grant such Leases of the same Premises, in like Manner as if a Lease or a Contract for a Lease thereof had not been previously made.

Powers to make Leases for Building, &c. Purposes, on Surrender of existing Leases.

L. Subject to the Provisions of this Act, the Trustee or Trustees may make any such Lease for Building, Mining, or Improving Purposes upon the Surrender of any Lease subsisting at the Time of the passing of this Act or granted thereunder, and may accept the Surrender as such Part of the Consideration for the Lease as the Trustees or Trustee may think fit.

Lease to be valid, notwithstanding Variations with Contracts.

LI. Any Lease made or granted under this Act, and conformably with the Provisions thereof, shall be deemed to be duly made or granted although it was preceded by a Contract, and the Contract was not in all respects in due Accordance with the Provisions of this Act, or was not in all respects duly fulfilled, and whether the Lease purport or not to be made in pursuance of a Contract, and notwithstanding any Variation between the Lease and a preceding Contract.

Contract not to form Part of Title to Leases.

LII. After a Lease is granted conformably with the Provisions of this Act the Contract for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Power to confirm defective Leases.

LIII. The Trustees or Trustee may from Time to Time confirm any Lease purporting to be made or granted by virtue of this Act in any Case in which, for some technical Error or Informality in making or granting the same, or in entering into the Contract for the same, the Lease is or is apprehended to be void and voidable, or may make or grant any Lease, pursuant to the Provisions of this Act, in lieu of such Lease, for any Estate, Term, or Interest, not exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by such Lease, at and under the same yearly Rent as was reserved or limited in or by the original Lease, or may accept the Surrender of any Lands purporting to be leased, and grant any Lease, pursuant to this Act, of the Land so surrendered, but not for any Estate, Term, or Interest exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by the original Lease, and at and under the same yearly Rent as was or a larger yearly Rent than was reserved or limited in or by the Lease; but no Fine,

Fine, Premium, or Foregift shall be taken for making any such Confirmation or new Lease.

Confirmation to be without Fine.

LIV. The Certificate in Writing of the Trustee or Trustees, acknowledging the Receipt by them or him of a Counterpart or Duplicate of any Deed executed under this Act, shall be Evidence that the Counterpart or Duplicate was duly made and executed and delivered.

Certificates to be Evidence of Counterparts or Duplicates.

LV. The Rents reserved or made payable by a Lease or Contract for Building or Improving Purposes shall be made payable to the Person or Persons from Time to Time entitled to the legal Estate, subject to the Contract, or to the legal Reversion immediately expectant on the Determination of the Term by the Lease granted; but all Rents so to become payable shall by the Trustee or Trustees of this Act be from Time to Time paid unto or shall by him or them be authorized to be received by the Person or Persons who for the Time being may be entitled to the Rents and Profits of the demised Premises under or by virtue of the residuary Gifts in the said Will of the said *Joseph Halford* or their respective Guardians or Assigns.

Rents to be paid to Trustees.

LVI. All Rents and Royalties to become payable on any such Mining Leases shall be reserved and made payable to the Trustee or Trustees of this Act, who shall from Time to Time pay One Fourth of the same to the Person or Persons who may be entitled to the Rents and Profits of the demised Premises under or by virtue of the residuary Gifts in the said Will of the said *Joseph Halford*, or their respective Guardians or Assigns, and shall from Time to Time pay the remaining Three Fourths into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed there to the Account aforesaid; and the same Monies respectively may be applied and invested, and the Investments therefrom and the Dividends thereof may be holden and applied, in the same or the like Manner as if the Monies from such Three Fourths of Rents or Royalties so to be invested were Monies which had arisen from Sales made by virtue of this Act of the Lands under which the Mines and Minerals may be situate in respect whereof such Rents or Royalties shall have been received, save that no such Monies shall be applied in Payment or Satisfaction of the Costs, Charges, and Expenses of this Act or of the carrying of the same into execution.

Three Fourths of Rents and Royalties on Mining Leases to be accumulated.

LVII. The several Powers and Provisions of this Act, so far as they respectively are applicable, shall extend and apply and be exercisable with respect to all Lands from Time to Time purchased and settled as by this Act authorized.

Powers of Act to apply to all Lands purchased under Act.

LVIII. In

Power of Appointment of new Trustees.

LVIII. In case the said *Henry Haden Halford* and *William Stanford Halford*, or either of them, or any Trustee or Trustees to be appointed under this Provision, shall die, or desire to be discharged from acting or shall refuse or decline or become incapable to act as such Trustee, or shall remain abroad for a Period of Twelve Calendar Months, then and in every or any such Case it shall be lawful for the High Court of Chancery in a summary Way, on Petition to be preferred by any Person beneficially interested under the Trusts of the residuary Gifts contained in the said Will of the said *Joseph Halford*, or by the Guardian or Guardians of any Infant so beneficially interested, to appoint any Person to be proposed in the said Petition, or any Person, to act as such Trustee as aforesaid, in the Room or Stead of the Person so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or so remaining abroad as aforesaid; and thereupon the Person so appointed shall to all Intents and Purposes have all the Powers and Authorities under this Act and under the Will of the said Testator of the Person in whose Room or Stead he shall be so appointed.

Indemnity of Trustees.

LIX. The Trustee or Trustees for the Time being acting in the Execution of this Act shall be respectively answerable for his, her, or their own respective Acts, Deeds, Neglects, and Defaults only, and shall not nor shall any of them be answerable for any Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Powers or Trusts, or in relation thereto, unless the same shall have happened by or through the wilful Neglect or Default of the said Trustees or any of them, in which Case the Trustee or Trustees only through whose wilful Neglect or Default such Misfortune, Loss, or Damage shall have occurred shall be liable for the same.

As Consents of Persons in this Section named.

LX. And whereas the said *William Carnegy de Balinhard* is an Infant under the Age of Twenty-one Years, and the said *Edward Halford Pierce Elderton*, *George Halford Parker*, *Henry Eaton Parker*, *Joseph Halford Parker*, *William Henry Muntz* and *Alice* his Wife, and *Louisa Sarah Parker*, are at present abroad, and the Consent of neither of them to this Act has been proved: Therefore this Act and anything therein contained shall not be of any Effect whatever unless or until such Consents be signified as herein-after provided within Five Years after the passing of this Act.

Consents to be in Person, or by Guardians, Heirs, &c.

LXI. The Consent so required, as to each of the said *William Carnegy de Balinhard*, *Edward Halford Pierce Elderton*, *George Halford Parker*, *Henry Eaton Parker*, *Joseph Halford Parker*, *Alice Muntz*, and *Louisa Sarah Parker* shall be by him or her, or his or her respective Guardians, Heirs, Executors, Administrators, or Assigns.

LXII. In

Halford's Estate Act, 1855.

In case Persons in this Section named excluded from Benefit of Will, their Consents not to be requisite.

LXII. In case any or either of the said *William Carnegy de Balinhard*, *George Halford Parker*, *Henry Eaton Parker*, *Joseph Halford Parker*, *Alice Muntz*, and *Louisa Sarah Parker* shall be excluded from all Benefit in the Estates subject to the Provisions of this Act by means of the Execution of any Testamentary Appointment to be made under the Power given by the Will of the said *Joseph Halford*, then the Consent herein-before required on the Part of the Person or Persons so excluded, and his, her, or their Guardians, Heirs, Executors, Administrators, or Assigns, shall not be requisite.

Consent of H. Muntz, if he die within Five Years, not requisite.

LXIII. The Consent of the said *William Henry Muntz* shall not be requisite in case he die within the said Period of Five Years without signifying the same.

Manner and Form of giving Consents.

LXIV. Each Consent herein-before prescribed to be obtained shall be signified in Writing under the Hand of the Person whose Consent is herein-before required, or of his or her Guardian or Committee if under Age or Lunatic, attested in each Case by at least One Witness, and such Writing or Writings shall be enrolled in Her Majesty's High Court of Chancery in *England* within Five Years from the passing of this Act; and after the Enrolment of any such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive upon the Person or Persons by whom and on whose Behalf the same shall be given, and all Persons claiming or to claim by or under him, her, or them respectively, as if such Consent had been obtained and proved before the passing of this Act; and every such Consent may be given in the Form or to the Effect following; (that is to say,)

'I *or* We [*here insert the Name of the consenting Party or Parties and if any Party consents on behalf of his Infant Child or Children* 'add, "on behalf of my Infant Child or Children," *and if any as* 'Guardian or Committee *add*, "on behalf of the Person or Persons for 'whom I am authorized to act,"] do hereby consent to an Act of 'Parliament passed in the Nineteenth Year of the Reign of Queen 'Victoria, intituled "An Act for vesting the Freehold and Leasehold '"Estates comprised in the residuary Gifts in the Will of Joseph '"Halford, Esquire, deceased, in Trustees, with Powers to sell, '"exchange, and lease the same, and to purchase other Lands, to be '"resettled conformably to such residuary Gifts."'

General Saving.

LXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person, Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the several Persons by this Act expressly excepted out of this General Saving, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon

upon the said Lands specified in the said Schedule to this Act, or any of them, or any Part, as he, she, or they had before the passing of this Act, or would, could, or might have and enjoy if this Act were not passed.

Exceptions from General Saving.

LXVI. The following Persons are excepted out of the General Saving herein-before contained; (to wit,) the said *Henry Haden Halford*, the said *Louisa Elizabeth Parker*, and the said *William Marratt* as Assignee of the said *Charles Abraham Parker*, the said *George Halford Parker*, the said *Helen Parker*, the said *William Henry Muntz* and *Alice* his Wife, the said *Henry Eaton Parker*, the said *Joseph Halford Parker*, the said *Louisa Sarah Parker*, and the said *Marian Parker*, and the other and future Children (if any) of the said *Louisa Elizabeth Parker*, the said *Caroline Halford*, the Widow of the said *Charles Stanford Halford*, and the said *Matilda Halford*, the said *John Allan Carnegy de Balinhard* and *Ellen* his Wife, and the said *John Allan Carnegy de Balinhard* the younger, and the said *William Carnegy de Balinhard*, and the other and future Children (if any) of the said *Ellen Carnegy de Balinhard*, the said *William Marshall* and *Josepha Anne* his Wife, and the said *Isabel Pembroke de Clare Marshall*, and the other and future Children (if any) of the said *Josepha Anne Marshall*, the said *Thomas George Luckock* and *Anna Maria* his Wife, and the Child and Children of the said *Anna Maria Luckock*, the said *Vaughan Barber* and *Alice* his Wife, and the said *Alice May Barber* and *Halford Vaughan Barber*, and the other and future Children (if any) of the said *Alice Barber*, and the said *William Stanford Halford*, and the said *Edward Halford Pierce Elderton* and *Matilda Charlotte Elderton*, and the Child and Children of the said *Matilda Charlotte Elderton*, the said *Lucy Bullock* as such Annuitant as aforesaid, and the said *Anna Maria Hood* and *Lucy Bullock* as Administrators of the said *Ephraim Bullock* deceased, or any Trustee or Trustees to be appointed in their Place, and their Heirs, Executors, and Administrators respectively, and the right Heirs-at-Law and by Custom of the said Testator *Joseph Halford*, and all other Persons to or upon whom any Estate, Right, Title, or Interest, Claim or Demand, at Law or in Equity, of, in, to, out of, or affecting the Estate specified in the Schedule hereto, or to which the Powers and Provisions of this Act are intended to extend or apply, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator *Joseph Halford*, and the Acts, Matters, and Things herein-before recited or referred to, or any of them, or their respective Heirs, Executors, and Administrators: Provided always, that the said *William Carnegy de Balinhard*, *Edward Halford Pierce Elderton*, *George Halford Parker*, *Henry Eaton Parker*, *Joseph Halford Parker*, *William Henry Muntz* and *Alice* his Wife, and *Louisa Sarah Parker*, shall be respectively excepted out of the Exceptions

tions to the General Saving herein-before mentioned until they respectively have given their Consents in the Manner herein-before provided, or until their Consents respectively have become unnecessary under the Provisions herein-before contained.

Act to be received in Evidence.

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

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The SCHEDULE.

Parish.	Description.	Quantity or thereabouts. A.	R.	P.
Harborne - - West Bromwich	House, Buildings, and Land, Part of an Estate called Walker's Farm	20	1	11
	Four Closes of Land, bounded on the North and East Sides by Lands belonging to the Trustees of the late Thomas Clarke Jervoise, on the West by Land belonging to William Hanbury, Esquire, and on the South by the Premises next herein-after described -	9	2	0
,, ,,	Houses, Buildings, and Land lying between the Premises last herein-before described and the public Road leading from Swan Village to the Parish Church - - - - - - -	0	1	18
,, ,,	Houses, Buildings, Gardens, and several Closes of Land, bounded on the North by the above-mentioned public Road leading from Swan Village, on the South by the public Road leading through Lyne otherwise Lyndon to the said Parish Church, and Premises of various Proprietors, on the West by Lands belonging to the Reverend Sir Samuel Clarke Jervoise, and the Trustees of the late Thomas Clarke Jervoise, separated on the East by a private Road between the same and the Hereditaments next herein-after mentioned - - - - - - - -	53	1	16
,, ,,	Houses, Buildings, and several Closes of Land, bounded on the North by the above-mentioned Road leading from Swan Village, on the West by the above-mentioned private Road, and on Part of the South by the above-mentioned public Road leading through Lyne otherwise Lyndon - - - - - -	19	1	32
,, ,,	A Close of Land called Bull's Croft, fronting the said public Road leading through Lyne otherwise Lyndon - - - -	2	2	16
,, ,,	Close of Land and Buildings thereon, bounded on the North by Land belonging to the Trustees of the late Thomas Clarke Jervoise, on the East by Lands belonging to the Reverend Sir Samuel Clarke Jervoise, and on the South by the said last-mentioned public Road - - - - - - -	5	3	39
,, ,,	One undivided Third Part or Share of Three several Messuages or Dwelling Houses, Yards, and Gardens, and several Pieces or Parcels of Land, containing in the whole 45 A. 2 R. 18 P., and of and in the Surface of certain adjoining Lands, containing in the whole 14 A. 0 R. 1 P.	111	2	12
	And all other (if any) the Messuages, Farms, Lands, Mines, Tenements, and Hereditaments in the said Parishes of Harborne and West Bromwich devised by or subject to the Limitations contained in the Will of the said Joseph Halford, or which are or may be found to be subject to the same by the Proceedings in the before-mentioned Causes.			

Joseph Cooksey.

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Printers to the Queen's most Excellent Majesty. 1855.