CHAPTER 3.

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An Act to vest in Trustees powers to grant Building and other Leases of and to sell and exchange the Estates devised by the Will of John Gerard Leigh, Esquire, deceased, and to give other powers to such Trustees for the management and improvement of such Estates; and for other purposes.

[2nd August 1875.]

Will of John Gerard Leigh, Esq.

WHEREAS John Gerard Leigh, late of Luton Hoo Park, in the county of Bedford, and of Number 138, Piccadilly, in the county of Middlesex, Esquire, deceased, herein-after sometimes called the said testator, made and duly executed his last will and testament, dated the fifteenth day of July one thousand eight hundred and seventy-two, and thereby gave to his dear wife, Eleanor Lucy Leigh, all his household furniture, plate, linen, china, books, pictures, wearing apparel, jewels and ornaments, wines and other liquors, horses and carriages, moneys, stocks and shares, and securities, and all other his personal estate (excepting leaseholds) for her absolute use and benefit; and the said testator also thereby gave and bequeathed all his freehold, copyhold, and leasehold estates and hereditaments whatsoever and wheresoever, unto the said Eleanor Lucy Leigh for and during the term of her natural life; and from and after her decease he gave the same freehold, copyhold, and leasehold estates and hereditaments to such person or persons as should at the decease of the said Eleanor Lucy Leigh be his heir-at-law; and the said testator thereby appointed the said Eleanor Lucy Leigh to be executrix of that his will:

Death of John Gerard Leigh, Esq.

And whereas the said testator, John Gerard Leigh, died on the twenty-fourth day of February one thousand eight hundred and seventy-five without having altered or revoked his said will, and the same was on the twenty-first day of April following duly proved by the said Eleanor Lucy Leigh in the Principal Registry of Her Majesty's Court of Probate:

And whereas the said testator did not leave any issue him surviving:

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Heir-at-law of John Gerard Leigh.

And whereas Henry Blundell Leigh, of Amington Hall, in the county of Leicester, Esquire, the only brother of the said testator, John Gerard Leigh, is now his heir-at-law, and the said Henry Blundell Leigh has three sons and two daughters now living, and the eldest son is of the age of nineteen years or thereabouts:

Personal estate of John Gerard Leigh.

And whereas the said testator was at the time of his decease possessed of personal estate (other than leasehold hereditaments) of considerable value, and which is much more than sufficient to pay his funeral and testamentary expenses and debts:

Leasehold estate of John Gerard Leigh.

And whereas the said testator was also at the time of his decease possessed of a capital mansion house, with the outbuildings and appurtenances thereto belonging, situate and being Number 138, Piccadilly aforesaid, held by him for the residue of a term of twenty-six years from the tenth day of October one thousand eight hundred and sixty-one, and of certain other leasehold hereditaments:

Testator seised of Luton Hoo Park Estate in Bedfordshire.

And whereas the said John Gerard Leigh, under the will of his father John Shaw Leigh, deceased, or otherwise, was also at the time of his decease seised or otherwise well entitled for an estate of inheritance in fee simple in possession free from incumbrances of or to a capital mansion house, with gardens, stabling, and other conveniences, and with an extensive park and woods, and certain farms and lands, containing in all upwards of five thousand acres, surrounding or adjacent thereto, and known as the Luton Hoo Park Estate, and situate in the county of Bedford:

Park and woods and farm buildings on Luton Hoo Park Estate.

And whereas in the said park and woods, and on other portions of the Luton Hoo Park Estate, there is a considerable quantity of ornamental and other timber, and timber-like trees, some of which will from time to time become ripe and fit for felling, and some of which it will be expedient to fell for the purpose of allowing the growth of other trees, or for other purposes; and there are upon the said Luton Hoo Park Estate very extensive farm buildings and homesteads which, as well as the mansion house, stables, and other buildings, will require to be repaired from time to time:

Testator seised of estate in Cheshire.

And whereas, under the will of the said John Shaw Leigh or otherwise, the said John Gerard Leigh was also at the time of his decease seised or otherwise well entitled for an estate of inheritance in fee simple in possession free from incumbrances of or to certain messuages, lands, tenements, and hereditaments situate and being in the county of Chester, and known as the Grange Hall Estate, comprising seven hundred and thirty-six acres or thereabouts, the greater part of such estate being of a purely agricultural character; and there are on the last-mentioned estate, which is herein-after referred to as the Cheshire estate, numerous farm and other buildings which will require to be repaired from time to time; and

upon the Cheshire estate there is also a considerable quantity of ornamental and other timber and timber-like trees and plantations, some of which will from time to time become ripe and fit for felling, and some of which it will be expedient to fell for the purpose of allowing the growth of other trees, and for other purposes:

Testator seised or possessed of freehold and copyhold hereditaments in Lancashire.

And whereas the said testator, under the will of the said John Shaw Leigh or otherwise, the said John Gerard Leigh, was also at the time of his decease seised or otherwise well entitled for an estate of inheritance in fee simple in possession of or to certain freehold and copyhold messuages, lands, tenements, and hereditaments situate at Kirkdale, Wavertree, and West Derby, near Liverpool, and also of certain other freehold messuages, lands, tenements, and hereditaments situate at or near Widnes, and at or near St. Helens, in Lancashire, and also at Whiston and Eccleston, near Prescot, all which four estates are herein-after referred to as the Lancashire estates:

Lancashire estates and parts of Cheshire estate valuable for building purposes.

And whereas the Lancashire estates and certain parts of the Cheshire estate are of very great value for building and other purposes, and some portions thereof will from time to time be required by various railway companies for the purposes of their railways and other works:

Railways in construction through Lancashire estates.

And whereas some of such railways are now in course of construction, and in some cases notice to treat for the purchase of the land required had been given to the said John Gerard Leigh, but the purchase had not been completed at the time of his death:

Course adopted by testator and his father for developing Lancashire estates.

And whereas the said John Gerard Leigh, during the time he was the owner of the Lancashire estates, and his father, John Shaw Leigh, before him, from time to time developed the then Lancashire estates by selling portions thereof in consideration of rentcharges payable in perpetuity, and by granting leases for building purposes of other portions thereof for long terms of years, reserving ground rents, and in this way the Lancashire estates now produce from rentcharges payable in perpetuity nearly eleven thousand pounds a year, and from ground rents in cases where the property has been demised for long terms of years nearly four thousand five hundred pounds a year:

Contracts made by testator with builders and others for sales and leases of portions of Lancashire estates.

And whereas the said John Gerard Leigh had before his death entered into agreements with builders or others for the sale of certain portions of the Lancashire estates for building purposes at fixed prices, and under such contracts the said purchase moneys are commuted into rentcharges, payable in perpetuity, which contracts have not as yet been completed, and there are also certain outstanding agreements which were entered into by the said testator with builders or others for granting building leases of portions of

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the said Lancashire estates for terms of nine hundred and ninety-nine years, which agreements have not yet been completed:

Clay under estate near Liverpool.

And whereas valuable beds of clay, sand, and stone exist under considerable portions of the Lancashire and Cheshire estates, and it is necessary or expedient that before such portions of the said estates are let for building purposes the clay, sand, and stone, or some parts thereof, should be let for the purpose of utilising and working the same, this course having been most beneficially adopted with regard to parts of the said estates for many years past, and a considerable portion of the clay and stone under the said estates is now being worked, and the rents and royalties payable for clay and stone during the last year amounted to nearly two thousand pounds:

Lancashire estates in demand for building purposes.

And whereas very considerable portions of the Lancashire estates and certain portions of the Cheshire estate are now ripe and in constant demand for building purposes, and if the necessary powers for selling the same, or granting building leases thereof, were granted, the same could at once be sold or let to builders and others on very advantageous terms:

Lancashire estates intersected by railways.

And whereas the Lancashire estates are intersected by various railways belonging to the London and North-western Railway Company, the Midland Railway Company, and the Cheshire Lines Committee, and such railways render the said estates very eligible for building operations, and it is probable that railways may soon be constructed through or in the vicinity of the Cheshire estate:

Custom to grant building leases for 999 years.

And whereas it is the usual custom in Lancashire to sell land, especially for building purposes, in consideration of a rentcharge payable in perpetuity, or to let the same for long terms, such as nine hundred and ninety-nine years and upwards, and in the neighbourhood of the Lancashire estates there would be great difficulty in finding tenants who would take land for building or improving purposes for so short a time as ninety-nine years:

Applications made by builders for leases of Lancashire and Cheshire estates.

And whereas applications are now constantly being made by builders and others for portions of the Lancashire and Cheshire estates for building or improving purposes, but such applications cannot be entertained upon such terms as would be calculated to secure the most advantageous development of the said estates, unless the powers of sale, leasing, and management herein-after contained are granted by the authority of Parliament:

Coal under Lancashire estates.

And whereas under portions of the Lancashire estates there are certain beds and seams of coal, some portions of which have been worked for some years past and are still in work, and it will probably be expedient to grant leases of such beds and seams of coal, and of any other minerals which may lie in or under the said Lancashire estates:

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Expedient that powers should be granted.

And whereas it would be greatly for the advantage of the said Eleanor Lucy Leigh, and the person or persons who may at her death become seised or possessed of the freehold, copyhold, and leasehold estates of the said John Gerard Leigh, under or by virtue of his said will, if effectual powers were given to perform and complete all contracts and agreements entered into by the said John Gerard Leigh in his lifetime for selling or granting leases of the Lancashire estates, and to sell the Lancashire and Cheshire estates, or any part thereof respectively, either for sums of money in gross, or for perpetual rentcharges, and to sell the Lancashire, Cheshire, and Bedfordshire estates, or any part or parts thereof respectively, or exchange the same for other messuages, lands, and hereditaments convenient to be held with the said estates, or some of them, and for the re-investment of the moneys to arise from the said sales, and to enfranchise the copyhold portions of the said estates, and to lease the Lancashire and Cheshire estates for building or improving or other purposes for long terms of years, and to grant leases of or to work and sell the earth, sand, clay, coal, stone, and minerals, and mineral substances under the said estates or any of them, and also to sell timber and other trees growing upon the said estates which are ripe and fit and proper to be cut, or which ought to be cut for the benefit of other trees:

Expedient to grant powers to convey gratuitously for certain purposes.

And whereas it is also very desirable for the development of the Lancashire, Cheshire, and Bedfordshire estates, that more extensive powers than are conferred by existing statutes should exist, authorising the gratuitous or partly gratuitous conveyance of portions of such estates to parties who will engage to build upon or lay out or otherwise improve the same, and devote the same, when so built upon, laid out, or otherwise improved, to purposes connected with religion, education, recreation, charity, literature, science, the fine arts, or works of a public nature, and that powers should also be conferred authorising the gift from time to time, out of the proceeds of sales, of moneys to be applied for the purposes aforesaid, or some of them, in connexion with the said estates:

Decree of Court of Chancery in Leigh v. Leigh, 1875, No. 65.

And whereas by a decree of the Court of Chancery made by the Vice-Chancellor Sir Richard Malins on the twenty-ninth day of April one thousand eight hundred and seventy-five, in a cause in which the said Eleanor Lucy Leigh was plaintiff, and the said Henry Blundell Leigh was defendant, and which suit is herein-after referred to as Leigh v. Leigh, 1875, L. 65, it was declared that the will of the said testator John Gerard Leigh, dated the fifteenth day of July one thousand eight hundred and seventy-two, was well proved, and that the same ought to be established, and it was ordered and decreed accordingly:

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And it was declared that it would be fit and proper, and for the benefit of the plaintiff and every other person or persons who might thereafter become interested in the real and leasehold estates of the said testator John Gerard Leigh under or by virtue of his will, that an application should be made to Parliament to vest in trustees effectual powers to perform and complete all contracts and agreements entered into by the said testator John Gerard Leigh in his lifetime for selling or granting leases of the said testator's real estate, and to sell the said real estates in Lancashire and Cheshire, or any part thereof respectively, either for sums of money in gross or for perpetual rentcharges, and to sell the messuages, lands, and hereditaments devised by the said testator's will, or any part thereof respectively, or to exchange the same for other messuages, lands, and hereditaments convenient to be held with the said testator's estates or some of them, and for the re-investment of the moneys to arise from the said last-mentioned sales, and to lease the testator's Lancashire and Cheshire estates for building and improving purposes for long terms of years, and to grant leases of and to work and sell earth, coal, stone, minerals, and mineral substances under the said last-mentioned estates or any of them; and also to sell timber and other trees growing upon the said testator's estates which are ripe and fit and proper to be cut, or which ought to be cut for the benefit of other trees, and also for powers authorising the gratuitous or partly gratuitous conveyance of portions of the said estates to parties who would engage to build upon or lay out or otherwise improve the same, and devote the same, when so built upon, laid out, or otherwise improved, to purposes connected with religion or education, or works of a public character, and for powers authorising the gift from time to time, out of the proceeds of sale or other moneys subject to be laid out in the purchase of land, of moneys to be applied for the purposes last aforesaid, or some of them, in connexion with the said estate, and for other powers for the management and improvement of the said estates, and for all proper powers and provisions incidental thereto; and the plaintiff and defendant were to be at liberty, at the expense of the said testator's said real and leasehold estates, to make such application accordingly, the Bill for such Act to be settled by the judge in chambers; and it was ordered that an inquiry be made whether any and what parts of the real estates in the Bill mentioned had been sold, or contracted to be sold, or leased by the said John Gerard Leigh, or his father, John Shaw Leigh, respectively, and if sold by and to whom or for what sum or sums of money, and if any parts of such real estates had been contracted to be sold or leased, what ought to be done in respect of such contracts; and it was ordered that the further consideration of the said cause be

adjourned, and any of the parties were to be at liberty to apply as there might be occasion:

Certificate approving the draft of the Bill for this Act.

And whereas by the certificate of the chief clerk of the said Vice-Chancellor Sir Richard Malins, made in pursuance of the said decree and dated the thirtieth day of April one thousand eight hundred and seventy-five, it was certified that the draft of a Bill to be submitted to Parliament, being the Bill for this Act, had been settled and approved by the judge, and is identified by the signature of the chief clerk in the margin thereof, and that the several instruments, facts, and events recited in the preamble of such draft before the recital of the said certificate had been proved in the said cause of Leigh v. Leigh, 1875, L. 65, and such certificate has been duly approved by the said Vice-Chancellor Sir Richard Malins, and filed in the Report Office of the Court of Chancery:

And whereas the said chief clerk has not as yet certified whether any and what part of the said real estates were sold, or contracted to be sold, or leased by the said John Gerard Leigh, or his father, the said John Shaw Leigh, respectively:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subjects, Eleanor Lucy Leigh and Henry Blundell Leigh, 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, as follows; (that is to say,)

Short title.

1. This Act may for all purposes be cited as "The Leigh Estate Act, 1875."

Power to grant leases for 999 years.

2. It shall be lawful for the said Eleanor Lucy Leigh and Henry Blundell Leigh, and the survivor of them, or other the trustees or trustee for the time being of this Act (who are herein-after called the said trustees or trustee), by deed to appoint, by way of lease, for any term of years absolute, not exceeding nine hundred and ninety-nine years, to take effect in possession or within twelve calendar months after the date of the appointment, all or any part of the lands and hereditaments forming the Lancashire and Cheshire estates to any person or persons whomsoever who shall be willing substantially to repair or improve any of the present or future houses or buildings thereon, or to erect and build any house or houses or other buildings in lieu thereof or in addition thereto, or to erect and build any house or houses or other buildings on any part of the said lands and hereditaments whereon no buildings shall be then standing, or who shall be willing to annex any of the

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said lands or hereditaments for gardens, yards, courts, or other conveniences to buildings erected and built, or to be from time to time erected and built, on the said lands and hereditaments or any part thereof, or who shall be willing otherwise to improve the same lands and hereditaments or any part thereof respectively, and with or without liberty for the lessee or lessees to take down or remove all or any part or parts of the buildings (if any) standing or being upon or within the premises in such leases respectively to be comprised, and to apply and dispose of the materials thereof to such uses and purposes as shall be agreed on, and with or without liberty for the lessee or lessees to set out and allot any part or parts of the premises to be comprised in any such lease or leases as and for the site of any streets, squares, crescents, or other open spaces, roads, ways, avenues, passages, sewers, drains, yards, gardens, pleasure grounds, shrubberies, or otherwise, for the use and convenience of the several lessees, tenants, or occupiers of the premises, or for the general improvement of the premises, either alone or together with any other part or parts of the lands or hereditaments hereby authorised to be leased or granted; and also with or without liberty for the lessee or lessees to make, lay, or use in or under any part of the lands and hereditaments which may be so set out and allotted as aforesaid, or any other part which shall not have been previously leased or granted of the said lands and hereditaments hereby authorised to be leased or granted as aforesaid, or (so far as any reservation in any lease or grant which shall have been previously made of any part of the said lands and hereditaments will authorise) any part which shall have been previously leased or granted of the said lands and hereditaments, any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, or other conveniences to any present or future houses, buildings, or works, and either reserving or not reserving the right of making, laying, or using any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences, or any other liberties or privileges in, upon, through, over, or under the premises leased; and also with or without liberty for the lessee or lessees to dig, take, and carry away in and out of the premises to be comprised in his, her, or their lease or respective leases any such earth, clay, chalk, sand, gravel, or other soil as it shall be found necessary or convenient to remove for effecting any of the purposes aforesaid, and also to dig and excavate any earth, clay, chalk, or sand out of any convenient part of the respective premises to be comprised in such respective leases, and to manufacture the same into bricks or tiles or other materials to be used in such new buildings, repairs, or improvements as aforesaid, and also with or without any rights of way and other liberties or privileges which to the person or persons granting such lease or leases respectively shall

seem reasonable, and either with or without covenants and stipulations to be entered into or made by or on the part of the lessee or lessees to contribute towards the expense of making and keeping in repair, ornamenting, and embellishing any squares, promenades, or other open spaces, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any part or parts of the said lands and hereditaments hereby authorised to be leased or granted as aforesaid (which contributions may be made payable either to the lessor or lessors or otherwise, and either in advance or otherwise, and may be regulated by the assessment to the poor rate or fixed by the surveyor or one of the surveyors to the said estates, or otherwise as may be agreed upon), and either with or without covenants and stipulations as to the mode in which any other part or parts of the said lands and hereditaments hereby authorised to be leased or granted as aforesaid shall be built upon, laid out, used, or improved, so as in every such lease or demise there be reserved and made payable (except in the cases where peppercorn rents or other merely nominal rents may be yearly reserved according to the provisions herein-after contained) the best yearly rent that can at the time of the making or granting any such lease, according to the nature and circumstances of the case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener, and so that every such lease or demise be made without taking any fine, premium, or foregift, or anything in the nature thereof, for or in respect of making the same (such covenants, conditions, provisoes, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium); and so also that when any lease under this provision shall be made upon the surrender of a former lease or grant the value of the lessee's interest under such surrendered lease or grant may be taken into account in fixing the terms of the new lease, and so as in every such lease or demise made for the purpose of having buildings erected or constructed there be contained a covenant on the part of the lessee or lessees to build, construct, and finish the messuages, erections, or building which may be agreed to be built or constructed on the premises within a time to be therein specified for the purpose, and to keep in repair during the term such buildings, and so as in every such lease or demise made for the purpose of having buildings repaired or built there shall be contained a covenant on the part of the lessee or lessees to rebuild or repair the same within a time to be therein specified for that purpose, and to keep in repair during the term the messuages and buildings agreed to be rebuilt or repaired, and so that in such lease or demise to be made for any of the purposes aforesaid there be contained on the part of the lessee or lessees a covenant for the due payment of the rent or rents to be thereby

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respectively reserved, unless the same shall be a peppercorn or other merely nominal rent, and of all taxes, charges, rates, assessments, dues, and impositions whatsoever affecting the premises to be respectively comprised in such lease, and also a covenant for keeping the messuages and buildings erected and built, and to be erected and built or repaired, on the premises to be therein comprised, insured from loss or damage by fire to the amount of three fourth parts at the least of the value thereof in some or one of the public offices for insurance in London, Westminster, Liverpool, or Manchester, and to lay out the money to be received by virtue of such insurance, and all such other sums of money as shall be necessary, in substantially repairing, rebuilding, and reinstating such messuages or buildings as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in repair the messuages, erections, and buildings to be erected and built, or repaired or constructed, on the premises therein comprised, on the expiration or sooner determination of the term to be thereby granted, and so as in every such lease there be contained a power for the person or persons for the time being entitled to the same premises in remainder or reversion immediately expectant on the term to be thereby granted, or their, her, or his surveyors or agents, to enter upon the premises and inspect the condition thereof, and also a provision or condition of re-entry for nonpayment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent, for any space exceeding forty days, or for non-performance of any of the covenants, provisions, or conditions therein contained on the part of the lessee or lessees, and either with or without a provision that no breach of any of the covenants, provisions, and conditions to be therein contained, except of the covenant for payment of the rent, and such other covenants, provisions, or conditions (if any), as may be agreed upon between the parties to be so accepted, shall occasion any forfeiture of such lease, or of the term thereby granted, or give any right of re-entry unless and until judgment shall have been obtained in an action for such breach, and unless the damages and costs to be recovered in such action shall have remained unpaid for the space of three calendar months after judgment shall have been obtained in such action; and every such lease may also contain any other covenants, agreements, powers, conditions, or restrictions which shall appear reasonable to the said trustees or trustee, and so as that the respective lessees execute and deliver to the lessor or lessors counterparts of their respective leases: Provided always, that the first payment of the rent to be reserved in any lease to be made under the powers herein-before contained may be made to commence and become payable on any day not exceeding two years and a half from the date of such lease, and may be made to increase

periodically, beginning with such portion of the full rent to be ultimately payable as shall be thought advisable, and increasing up to the full rent, as shall be found convenient or be thought proper, and as shall be expressed in such lease, regard being had to the progress of the buildings or works agreed to be built or repaired, or of the improvements agreed to be made.

Power to trustees or trustee to grant parts of Lancashire and Cheshire estates for building and improving purposes at fee-farm rents.

3. It shall be lawful for the said trustees or trustee, by any deed or deeds, to grant and convey for an estate in fee simple all or any part or parts of the lands and hereditaments forming the Lancashire and Cheshire estates to any person or persons whomsoever who shall be willing substantially to improve or repair any of the present or any future houses or buildings thereon, or to erect and build any house or houses or other buildings in lieu thereof or in addition thereto, or to erect and build any house or houses or other buildings on any part of the said lands and hereditaments whereon no building shall be then standing, or who shall be willing to annex any of the said lands for gardens, yards, courts, or other conveniences to buildings erected and built, or to be from time to time erected and built, on the said lands or any part thereof, or who shall be willing otherwise to improve the same lands and hereditaments or any part thereof respectively, and with or without liberty for the grantee or grantees to take down or remove all or any part or parts of the buildings (if any) standing or being upon or within the land in such grants or conveyances respectively to be comprised, and to apply and dispose of the materials thereof to such uses and purposes as shall be agreed on, and with or without liberty for the grantee or grantees to set out and allot any part or parts of the premises to be comprised in any such grant or grants as and for the site of any streets, squares, crescents, or other open spaces, roads, ways, avenues, passages, sewers, drains, yards, gardens, pleasure grounds, shrubberies, or otherwise, for the use and convenience of the several grantees, lessees, tenants, or occupiers of the premises, or for the general improvement of the premises, either alone or together with any other part or parts of the lands and hereditaments hereby authorised to be leased or granted; and also with or without liberty for the grantee or grantees to make, lay, or use in or under any part of the land and hereditaments which may be so set out and allotted as aforesaid, or any other part which shall not have been previously granted or leased of the said lands hereby authorised to be leased or granted as aforesaid, or (so far as any reservation in any appointment, lease, or grant which shall have been previously made of any part of the said lands will authorise,) any part which shall have been previously appointed, granted, or leased of the said lands, any sewers, drains, pipes,

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conduits, arches, cellars, vaults, areas, or other conveniences to any present or future houses, buildings, or works, and either reserving or not reserving the right of making, laying, or using any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences, or any other liberties or privileges in, upon, through, over, or under the lands appointed or granted; and also with or without liberty for the grantee or grantees to dig, take, and carry away in and out of the land to be comprised in his, her, or their grant or grants any such earth, clay, sand, gravel, or other soil as it shall be found necessary or convenient to remove for effecting any of the purposes aforesaid, and also to dig and excavate any earth, clay, or sand out of any convenient part of the respective premises to be comprised in such respective grants, and to manufacture the same into bricks or tiles or other materials to be used in such new buildings, repairs, or improvements as aforesaid, and also with or without any rights of way and other liberties or privileges which to the person or persons making such grant or grants respectively shall seem reasonable, and either with or without covenants and stipulations to be entered into, made by or on the part of the grantee or grantees, to contribute towards the expenses of making and keeping in repair, ornamenting, and embellishing any squares, promenades, or open spaces, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any part or parts of the said lands and premises hereby authorised to be leased and granted as aforesaid, which contributions may be made payable either to the said trustees or trustee, and either in advance or otherwise, and may be regulated by the assessment to the poor rates or fixed by the surveyor or one of the surveyors to the said estates, or otherwise, as may be agreed upon, and either with or without covenants and stipulations as to the mode in which any other part or parts of the said lands hereby authorised to be leased or granted as aforesaid shall be built upon, laid out, used, or improved, so as in every such grant there be reserved and limited and made payable (except in the case where peppercorn or other merely nominal rents may be reserved according to the provisions herein-after contained) the best yearly rent that can at the time of the making of any such grant, according to the nature and circumstances of the case, be reasonably had or gotten for the same, and so as the rent or rents to be reserved in every such grant be made payable half-yearly or oftener, and so that every such grant be made without taking any fine, premium, or foregift, or anything in the nature thereof, for or in respect of making the same, such covenants, conditions, provisions, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium; and so also

that when any grant under this provision shall be made upon the surrender of a former grant or lease the value of the grantee's or lessee's interest under such surrendered grant or lease may be taken into account in fixing the terms of the new grant, and so as in every such grant made for the purpose of having buildings erected or constructed there be contained a covenant on the part of the grantee or grantees to build, construct, and finish the messuages, erections, and buildings which may be agreed to be built or constructed on the premises within a time to be therein specified for that purpose, and to keep in repair such buildings, and so as in every such grant made for the purpose of having buildings repaired or rebuilt there shall be contained a covenant on the part of the grantee or grantees to rebuild or repair the same within a time to be specified for that purpose, and to keep in repair the messuages and buildings agreed to be rebuilt and repaired, and so as in every such grant made for the purpose of any other improvement or improvements there shall be contained a covenant on the part of the grantee or grantees to make such improvement or improvements within a time to be specified for that purpose; and so that in every such grant to be made for any of the purposes aforesaid there be contained on the part of the grantee or grantees a covenant for the due payment of the rent or rents to be thereby respectively reserved, unless the same shall be a peppercorn or other merely nominal rent, and all taxes, charges, rates, assessments, dues, and impositions whatsoever affecting the premises to be respectively comprised in such grant, and also a covenant for keeping the messuages and buildings erected and built, and to be erected and built or repaired, on the premises to be therein comprised, insured from loss or damage by fire to the amount of three fourth parts at least of the value thereof in some or one of the public offices of insurance in London, Westminster, Liverpool, or Manchester, and to lay out the money to be received by virtue of such insurance, and all such other sums of money as shall be necessary, in substantially repairing, rebuilding, and reinstating such messuages or buildings as shall be destroyed or damaged by fire; and so as in every such grant there be contained a power for the person or persons who shall for the time being be entitled to receive the said rent, or their or his surveyors or agents, to enter upon the premises and inspect the condition thereof, and so also that there shall be contained in every such grant a provision or condition for re-entry for nonpayment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent, for any space exceeding forty days, or for non-performance of any of the covenants, provisoes, or conditions contained in such grant on the part of the grantee or grantees, and either with or without a proviso that no

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breach of any of the covenants to be therein contained, except of the covenant for payment of the rent, and such other covenant or covenants (if any) as may be agreed upon between the parties to be excepted, shall occasion any forfeiture of such grant of the estate thereby created, or give any right of re-entry unless or until judgment shall have been obtained in an action for such breach of covenant, nor unless the damages and costs to be recovered in such action should remain unpaid for the space of three calendar months after judgment shall have been obtained in such action; and every such grant may also contain any other covenants, agreements, powers, conditions, or restrictions which shall appear reasonable to the said trustees or trustee, and so as that the respective grantees execute counterparts of the respective grants: Provided always, that the first payment of the rent to be reserved in any grant to be made under the provisions herein-before contained may be made to commence and become payable on any day not exceeding two years and a half from the date of such grant, and may be made to increase periodically, beginning with such portion of the full rent to be ultimately payable as shall be thought advisable, and increasing up to the full rent as shall be found convenient or be thought proper, and as shall be expressed in such grant, regard being had to the progress of the buildings or works agreed to be built or repaired, or of the improvements agreed to be made.

Certificate of trustees to be good evidence that counterpart was executed.

4. The certificate in writing of the said trustees or trustee that they, she, or he have or hath received the counterpart of any lease or grant to be made under the authority of this Act shall be and be deemed full and complete evidence that such counterpart was executed and duly delivered.

Power for the trustee to lay out streets, squares, &c. on land authorised to be let or sold for building purposes, and to enter into arrangements with the owners of adjoining lands as to using roads, &c.

5. It shall be lawful for the said trustees or trustee to lay out and appropriate any part or parts of the lands and hereditaments of which they, she, or he are and is herein-before authorised to lease or grant as aforesaid as and for a way or ways, street or streets, square or squares, crescent or crescents, avenue, promenades, or other open spaces, passage or passages, sewer or sewers, or other conveniences for the general improvement of the same lands and hereditaments respectively, and the use and accommodation of the tenants and occupiers thereof in such manner as shall be agreed upon in any such lease or grant, or in any general deed to be executed for that purpose, such general deed (if any) to be sealed and delivered by the said trustees or trustee and to be enrolled in one of Her Majesty's Courts of Record at Westminster; and also by such lease or grant or general deed to give and grant such privileges and other easements as such person or persons shall deem reasonable or convenient, and to enter into such arrangements with the owners of any

lands adjoining or near unto any of the lands herein-before authorised to be leased or granted as to the laying out, making, using, or enjoying of any roads, sewers, drains, or other conveniences either upon, through, or over any part of the said Lancashire and Cheshire estates, or such adjoining or neighbouring lands.

Power to construct roads and to prepare lands for building purposes.

6. It shall be lawful for the said trustees or trustee to form and construct and maintain upon any part or parts of the lands and hereditaments forming the Lancashire and Cheshire estates which may be laid out or appropriated for that purpose under the powers of this Act any roads and streets, squares, market places, ways, or avenues, or other works for the general improvement of the same lands and hereditaments, and to make and construct in or upon any part or parts of the last-mentioned lands and hereditaments all such drains, sewers, pavements, passages, reservoirs, watercourses, and other easements, and to erect or set up such walls and other fences, and to cut and take down and remove or make use of such hedges, fences, timber, and other trees and underwood, and also such houses and other buildings, and the materials thereof, and to dig and remove or make use of such stones, earth, clay, sand, loam, or gravel, and to execute all such other works and improvements, and to do all such other acts as the said trustees or trustee shall think necessary or convenient for the purpose of forming and constructing or maintaining or for providing for or facilitating the drainage and sewerage and fencing and lighting, and the general convenience and healthfulness of such roads, streets, squares, market places, ways, avenues, and other works as aforesaid, or for preparing any land which may be intended or desired to be leased or granted under the powers of this Act for use and occupation for the purposes of buildings and improvements, or for enabling or facilitating the advantageous leasing or granting thereof, and also to take or pull down or remove any houses or buildings, or any part or parts of any houses or buildings, in or upon any part or parts of the said estates, and to rebuild or erect and build any houses, erections, or buildings in or upon any part or parts of the said estates as the said trustees or trustee shall think necessary or expedient.

Power to enter into contracts.

7. Provided always, that it shall be lawful for the said trustees or trustee to enter into any contract or contracts in writing for making or granting any lease or leases, grant or grants, of all or any part or parts of the Lancashire and Cheshire estates, with the buildings (if any) which shall be standing thereon, pursuant to the powers and subject to the restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any lands or buildings so agreed to be leased or granted, or any part or parts thereof shall be built, rebuilt, or repaired, laid out, formed, or im-

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proved in the manner and to the extent stipulated in any such contract or contracts, to lease or grant the lands or buildings mentioned in such contract or contracts, or any part or parts thereof, to the person or persons contracting to take the same as aforesaid, or his, her, or their heirs, executors, administrators, or assigns, or to such other person or persons, to be approved of by the said trustees or trustee, as they, he, or she shall nominate or appoint in that behalf, for the lease or estate specified in such contract or contracts, and in such parcels, and under and subject to such portions of the yearly rent or rents to be specified in such contract or contracts as shall be thought proper, but so nevertheless that if the yearly rent to be reserved on any such lease or grant shall bear a greater proportion to all the rent in the contract agreed to be reserved than the quantity of land to be comprised in such lease or grant shall bear to all the land comprised in the contract, then and in such case the same rent shall not exceed one sixth part of the clear yearly rackrent value of the land and buildings to be comprised in such lease or grant when fit for habitation or use, and (if the person or persons entering into such contract shall think the same expedient) to agree that the full rent specified in such contract or contracts shall be reserved in the leases or grants to be made of a given quantity to be specified in such contract or contracts of the lands thereby agreed to be leased or granted, and that the residue thereof shall be leased or granted at the yearly rent of a peppercorn, or some other merely nominal rent, at any time or times after the full rent specified in such contract or contracts shall have been reserved in any lease or leases, grant or grants, to be made in pursuance thereof, and at such time or respective times and in such manner as may be thought proper, and if no given quantity for such purpose shall be specified in such contract or contracts, to agree that when the full rent agreed to be reserved shall have been reserved on the lease or leases, grant or grants, made of a competent part or competent parts of the said lands thereby agreed to be leased or granted (such competent part or parts not being of less annual value, when built upon or otherwise improved as aforesaid, than six times the said yearly rent specified in such contract or contracts), the residue thereof (if any) shall be leased or granted by one or more lease or leases, grant or grants, at the yearly rent of a peppercorn or some other merely nominal rent; and in case of leases or grants to be made at the yearly rent of a peppercorn, or some other merely nominal rent, to agree to make the same after the land to be therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly rents agreed to be reserved in such contract or contracts may be made to commence at such period or periods, not exceeding two years and a half from the date of such contract or contracts, and may be made

to increase periodically, beginning with such portion of the full rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full rent as shall be convenient or be thought proper, and as in such contract or contracts respectively shall be expressed, regard being had to the quantity of land from time to time agreed to be leased or granted, and the progress of the buildings or improvements stipulated to be erected, repaired, or made thereon, and to agree that when and as any lease or leases, grant or grants, shall be made of any part or parts of the hereditaments so contracted to be leased or granted, the hereditaments so for the time being leased or granted shall be discharged from such contract or contracts, and that the person or persons with whom such contract or contracts shall be entered into shall remain liable in respect of such part or parts of the hereditaments comprised in such contract or contracts as shall not for the time being be leased or granted to the payment of such portion or portions of the rent or rents by such contract or contracts agreed to be paid as may be thought proper, and shall in such contract or contracts be provided for, and also to agree that the person or persons with whom such contract or contracts may be entered into may have, exercise, and enjoy all or any of the liberties which are authorised to be granted to lessees or grantees under the powers herein-before contained.

Every contract to contain a condition for vacating the same as to such part of the land as shall not be built upon within a reasonable time.

8. Provided also, that in every such contract there shall be inserted a clause or condition for vacating the same contract as to or for re-entry upon such part or parts of the land and buildings therein comprised, and agreed to be leased or granted, as shall not have been actually leased or granted, on breach of any of the stipulations in such contract contained on the part of the lessee or lessees, or grantee or grantees, and also a clause or condition that the person or persons to whom such lease or leases, grant or grants, ought to be made pursuant to such contract shall accept the same, and execute a counterpart or counterparts thereof, and pay the reasonable charges of preparing the same within a reasonable time to be thereby appointed, or that in default thereof such contract shall, as to the land and buildings not actually leased or granted by virtue of the same contract, be void; and every such contract shall be binding on all persons interested in the hereditaments to be comprised therein, and shall be carried into execution by a lease or leases, grant or grants, to be made in pursuance of the powers and subject to the restrictions herein-before contained so far as the same shall be applicable.

On re-entry new leases or contracts may be made.

9. If the possession of any land or hereditaments to be comprised in any lease, grant, or contract to be made or entered into in pursuance of this Act shall at any time or times be resumed or

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recovered by virtue of or under any power of re-entry to be contained in any such lease, grant, or contract, then and in every such case it shall be lawful for the said trustees or trustee to make leases or grants, or enter into contracts for making leases and grants, and afterwards to make leases or grants, of the same hereditaments under the powers and authorities herein-before contained in the same manner as if no leases, grants, or contracts for leases or grants thereof had been previously made, executed, or entered into.

Contracts may be modified, and new ones entered into.

10. Provided always, that it shall be lawful for the said trustees or trustee from time to time to enter into any new contract or contracts in relation to the hereditaments so authorised to be leased or granted by them, her, or him as aforesaid, with any person or persons with whom any contract or contracts has been or shall have been entered into by virtue of this Act by way of addition to or explanation or alteration of all or any of the covenants and agreements in such contract or contracts respectively to be contained, so nevertheless that such contract or contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the powers and provisions of this Act or to release the person or persons respectively with whom any contract or contracts shall have been entered into by virtue of this Act, and his, her, or their heirs, executors, administrators, or assigns, of and from the observance of all or any part of the same contract or contracts respectively, and if the same should be thought expedient to enter into any new contracts with such person or persons, or his, her, or their heirs, executors, administrators, or assigns, in lieu of the part or parts of the same contract or contracts respectively which shall have been so released, so nevertheless that after such release or releases respectively such contract or contracts respectively shall, notwithstanding any such new contracts as last aforesaid, continue to be conformable with the powers and provisions of this Act, or to accept a surrender of all or any part of the hereditaments comprised in any such contract or contracts as aforesaid, and the hereditaments so surrendered shall or may be afterwards contracted or agreed to be leased or granted, and afterwards leased or granted under the powers and authorities herein-before contained, in the same or like manner as if no contract or contracts for leasing or granting the same had been previously entered into or executed.

Leases consistent with the provisions of the Act to be good, though made in

11. Provided always, that every lease or grant to be made under any of the provisions of this Act shall be deemed and taken to be duly granted and made, although it should have been preceded by a contract, and such contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such contract, and notwithstanding any

variation between such lease or grant and such preceding contract, provided that such lease or grant shall be conformable with the restrictions and provisions herein-before contained with respect to the leases or grants herein-before authorised to be made; and after any lease or grant shall have been executed, the contract for such lease or grant shall not form part of any evidence of the title at law or in equity to the hereditaments comprised in the same lease or grant.

pursuance of contracts not duly observed.

After lease executed, contract not to form part of evidence to title.

12. It shall be lawful for the said trustees or trustee from time to time to confirm any lease or leases, grant or grants, or general deed or deeds, purporting to have been made or granted by virtue of the provisions herein-before contained in any case in which for some technical error or informality in granting or executing the same, or in entering into the contract for making or granting the same, such lease or leases, grant or grants, or general deed or deeds, shall be void or voidable, or to make any lease or leases, grant or grants, pursuant to the powers and subject to the restrictions herein-before contained, in lieu of such void or voidable lease or leases, grant or grants, at and under the same yearly rent or rents as was or were, or a larger rent or rents than that or those which was or were, reserved in such void or voidable lease or leases, grant or grants, respectively.

Power to confirm leases voidable from informalities.

13. It shall be lawful for the said trustees or trustee from time to time to accept a surrender or surrenders, or relinquishment of any existing grants, leases, terms, or tenancies, of any part of the Lancashire and Cheshire estates, whether such grants, leases, or tenancies shall be subsisting at the time of the passing of this Act, or shall have been made under the powers of this Act, or otherwise, and to make any new lease or leases, grant or grants, or to enter into new contract or contracts for a lease or leases, grant or grants, pursuant to the respective powers and subject to the respective restrictions herein-before contained, of the hereditaments comprised in the lease or leases, tenancy or tenancies, grant or grants, so surrendered or relinquished, either to the person or persons making such surrender or relinquishment, or to any other person or persons whomsoever, and either alone or together with any other part or parts of the hereditaments herein-before authorised to be granted or leased as aforesaid, yet so nevertheless that, so far as regards any lands or buildings to be leased or granted for building or repairing purposes on a surrender of any prior lease or grant thereof which may have been made under the provisions of this Act, the same shall be leased or granted, or contracted to be leased or granted, only at and under the same yearly rent or rents as was or were, or a larger rent or rents than that or those which was or were, reserved in the original

Power to accept surrender of existing leases.

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lease or leases, grant or grants, and so nevertheless that no fine, premium, or foregift, or anything in the nature thereof, shall be accepted and taken for making any confirmation or confirmations, or new lease or leases, grant or grants whatsoever, under the powers of this Act.

Power to make allowances for value of existing interests when leases existing prior to the passing of this Act are surrendered.

14. As respects any lease or grant which may be made under the provisions of this Act upon the surrender of a lease or grant which shall have existed prior to this Act, it shall be lawful for the said trustees or trustee, in estimating the amount of rent to be paid for any lease or grant which may be so made as last aforesaid, to make such remuneration or allowance in the way of remission or abatement of annual charge upon the premises so surrendered to the person so surrendering the same, in regulating the rent and other terms in which such new lease or grant shall be made for the value (if any) of the estate or interest which shall have been so surrendered as shall be reasonable, but so as that no remission or abatement of annual charge shall continue or endure for a longer term or period than the term or period at the expiration of which the estate or interest which shall be surrendered (if such estate or interest had not been surrendered) would have determined by effluxion of time, so that the rent for the premises in respect of which such remission or abatement of annual charge is authorised to be made as aforesaid as shall not, during the term or period for which such remission or abatement shall be made, be less in amount than the rent which immediately before the surrender of the same premises was payable in respect of the same.

Provisoes made for re-entry to be apportionable.

15. Provided always, that no lease, grant, or contract to be made under the authority of this Act shall be void or invalid, or defeasable or questionable, on the ground that the right of entry or re-entry for non-payment of rent, or for breach of all or any of the stipulations, covenants, and agreements to be therein contained, shall be confined by any term or terms restricting the same to the part of the hereditaments leased or granted, or agreed to be leased or granted, where the breach or default in the lessee's or grantee's covenant shall have been committed, or by any other terms respecting the right of entry to a part only of the buildings, lands, or hereditaments to be leased, granted, or agreed to be leased or granted by any such lease, grant, or contract, and that, notwithstanding the avoidance of any lease, grant, or contract as aforesaid for the breach of any such stipulations, covenants, or agreements as to part only of the buildings, lands, or hereditaments thereby leased or granted, or agreed to be leased or granted, the condition of re-entry shall remain and be in full force as to any buildings, lands, or hereditaments which from time to time shall continue

to be held under or by virtue of the same lease, grant, or contract, and for this purpose every such condition shall be apportionable and shall have effect according to the intentions of the parties as expressed in any such lease, grant, or contract accordingly; and no under-lease or under-leases, sub-grant or sub-grants, to be made of all or any part of the lands or hereditaments to be comprised in any lease, grant, or contract to be made by virtue of the provisions herein-before contained, shall be liable to forfeiture or to the operation of the proviso or condition of re-entry for non-performance of the covenants, provisoes, or conditions contained on the part of the lessee or grantee in the original lease or grant by reason of the breach or non-performance of any of such covenants, provisoes, or conditions, unless such breach or non-performance shall arise or be made with reference to the particular premises to be comprised in any such under-lease or sub-grant, or some part thereof, and moreover that the breach or non-performance of any of the said covenants, provisoes, or conditions with reference to the premises comprised in any such under-lease or sub-grant shall not work a forfeiture of the original lease or grant thereof as respects any other premises therein comprised and not included in such under-lease or sub-grant, and that the proviso of re-entry to be contained in such original lease or grant, or non-performance of any of the covenants, provisoes, or conditions to be therein contained on the part of the lessee or grantee, shall accordingly be and be construed and held to be apportionable so and in such manner as that the same shall have a distinct or separate or exclusive operation with respect to the premises to be comprised in each such under-lease or sub-grant as aforesaid in such and the same manner as if instead of each original lease or grant comprising more than the premises included in such under-lease or sub-grant as aforesaid there had been an original separate lease or grant of the premises respectively comprised in each such under-lease or sub-grant as aforesaid.

Power to give lessees an option to purchase the fee-simple of the premises leased to them.

16. It shall be lawful for the said trustees or trustee to insert in any lease for any term not less than nine hundred and ninety-nine years, or any grant, or any contract for any such lease or grant, made or entered into under or by virtue of this Act, a provision giving to the person or persons taking or contracting to take such lease or grant, his, her, or their heirs, executors, administrators, or assigns, the option at any time within the space of seven years from the date of such lease or grant, or contract for a lease or grant, upon giving not less than three calendar months notice in writing of his, her, or their intention to exercise such option to the said trustees or trustee of purchasing (in the case of a lease or contract for a lease) the lands and hereditaments comprised in such

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lease (or contract for a lease), and the buildings erected or to be erected thereon, and the inheritance thereof in fee simple in possession free from incumbrances (except such lease or contract), or in the case of a grant or contract for a grant the fee-farm rent thereby reserved or made payable at such price or sum of money as shall be specified in such lease, grant, or contract respectively for that purpose, not being less than a sum equal to twenty-five years purchase of the ground rent or fee-farm rent to be reserved and made payable by such lease, grant, or contract, and such lease, grant, or contract may contain such special or other stipulations as to the title or evidence, or commencement of title, to be shown to the premises as to which such option shall be exerciseable, and as to the contract arising by reason of the exercise of such option being carried into effect within a specified time, or otherwise, or being rescinded by reason of any requisition or objection made by any of the persons exercising such option, and to such other special or other stipulations, covenants, agreements, powers, conditions, and restrictions whatsoever, as between vendor and purchaser, as the said trustees or trustee shall think proper or expedient; and for the purpose of effectuating any sale or sales in pursuance of any such option or options as aforesaid it shall be lawful for the said trustees or trustee to make such revocation of uses, and appointment of new uses, as shall be necessary or proper, and the purchase money payable on every such sale shall be paid to the said trustees or trustee, whose receipts shall be sufficient discharges for the same, and shall be applicable and be applied by them, her, or him, as if the same had arisen from a sale under and by virtue of the twenty-seventh section of this Act: Provided always, that no lease or grant, or contract for a lease or grant, containing any provisions for or option of purchase which shall be entered into under the powers of this Act by the said trustees or trustee shall be valid or binding, unless and until the same shall have received the approval of the High Court of Chancery, to be obtained upon a petition or a summons at chambers, to be presented or taken out in a summary way by or in the presence of the said trustees or trustee: Provided also, that the respective purchasers shall execute and deliver to the said trustees or trustee counterparts of their respective conveyances.

Power for trustees to complete contracts and agreements entered into by John Gerard Leigh or John Shaw Leigh.

17. The said trustees or trustee shall and they are hereby authorised and empowered to complete and perform, with or without such additions, omissions, or variations, as the said Court of Chancery shall approve of, all contracts and agreements which shall be ascertained in the said suit of Leigh versus Leigh, 1875, L. 65, to have been entered into by the said John Gerard Leigh,

or his father, John Shaw Leigh, with any person or persons for the sale of any portions of the Lancashire and Cheshire estates for building purposes or otherwise, or for granting building or improving or other leases of any portions of the said estates, and which were not completely and fully performed at the time of his decease; and for the purposes aforesaid, or any of them, it shall be lawful for the said trustees or trustee, and they are hereby empowered and directed, by any deed, or deeds to revoke all or any of the uses and estates limited by the said will of the said John Gerard Leigh, and by the same or any other deed or deeds to limit or appoint any uses, estates, or trusts of the said hereditaments comprised in any such contract or agreements as shall be necessary or expedient to complete and perform such contracts or agreements respectively.

Power, with sanction of court, to apply moneys applicable for the purchase of land in paying expenses of improvements and substantial repairs.

18. It shall be lawful for the said trustees or trustee, with the sanction of the High Court of Chancery, to be obtained upon petition from time to time to be presented in a summary way, or upon a summons at chambers to be taken out in a summary way by the said trustees or trustee, to apply any moneys for the time being applicable under and by virtue of the provisions of this Act to be laid out in the purchase of land, in or towards payment of any expenses which shall be incurred in the exercise of any of the powers contained in this Act, or in or about the erection of any buildings on the said estates, or any of them, or in or about the permanent improvement of the said estates, or any of them, or any part thereof respectively.

Power to grant sites for churches, schools, and other public buildings.

19. It shall be lawful for the said trustees or trustee, with the consent of the High Court of Chancery, to be obtained upon petition presented by the said trustees or trustee in a summary way, to grant or convey, either for valuable consideration or without receiving any valuable consideration, in fee simple or for a term of years absolute or determinable, to any person or persons whomsoever any piece or pieces, or plot or plots, of land forming part of the Lancashire, Cheshire, and Bedfordshire estates for the site or sites of a church or chapel, churches or chapels, or for a schoolhouse or schoolhouses, or for any purposes connected with education, recreation, charity, literature, science, the fine arts, or works of a public nature, the erection or establishment of which may be considered beneficial to the said estates, or any of them, or for any one or more of such purposes; and in the case of a sale or sales for a valuable consideration or considerations, the purchase moneys shall be paid to the said trustees or trustee, and shall be applicable and be applied by them, her, or him as if the same were moneys arisen from the sale of lands under the provisions in

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that behalf herein-after contained; and it shall also be lawful for the said trustees or trustee, with the sanction of the Court of Chancery, to be obtained on petition as aforesaid, from time to time to present to any person or persons any moneys which may have arisen from the sale of any portions of the said estates to be applied for the purposes aforesaid, or any of them, or personally to apply such money for any such purposes.

Power to trustees or trustee to lease mines.

20. It shall be lawful for the said trustee or trustees, with the sanction of the said Court of Chancery, by any deed or deeds, from time to time to demise or lease all and every or any of the mines, layers, veins, seams, beds, and strata of ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stones, minerals, and substances already found or discovered, or which shall or may at any time or times hereafter be found or discovered, in, under, or upon the lands forming the Lancashire and Cheshire estates, or any of them, or any part thereof, either with or without any messuages, buildings, lands, or hereditaments convenient to be held or occupied with the same respectively, and either with or without the surface of any of such lands, unto any person or persons, for any term or number of years not exceeding one hundred years, to take effect in possession or within six calendar months after the date thereof, together with full and free liberty, license, power, and authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said mines, layers, veins, seams, beds, and strata of ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stone, minerals, and substances; and for those purposes from time to time to sink, drive, carry, and make pits, shafts, drifts, grooves, tunnels, soughs, levels, trenches, sluices, way-gates, gutters, water-gates and watercourses, and other subterraneous works in and under the said lands forming the said estates, and to erect, build, and construct such steam engines, furnaces, engines, mills, or gins, and other machines, and to use, occupy, maintain, and amend the same in such manner as shall be necessary or expedient, and to use all other lawful ways and means whatsoever, whether of present use or future invention, as well for the finding, discovering, winning, working, getting, and raising the said ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, minerals, and substances forth and out of the mines and quarries, as for draining and discharging or carrying away water, foul air, stythe, or stench from forth and out of the same, and also full and free liberty of outstroke and instroke into or from any adjoining coal, iron, and other mines and quarries, and also full and free liberty, license, power, and authority to take and use sufficient ground room and pit room for bringing to bank, stacking, depositing, laying,

placing, converting into coke, smelting, calcining, working, and manufacturing of the ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, minerals, earth, rubbish, and substances which shall from time to time proceed from or be won, raised, wrought, dug, or gotten out of the same mines and quarries, and also with full and sufficient ways, paths, and passages to and for the respective lessees, to be named in such demises or leases respectively, and his, her, or their respective executors, administrators, or assigns, and their agents, workmen, and servants, from time to time during the continuance of the term or terms of years, to be by such demise or lease respectively granted or created, to take, lead, and carry away with horses, carts, vans, waggons, and carriages all the ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stone, minerals, earth, rubbish, and substances to be wrought, won, or gotten in, from, forth, and out of the said mines and quarries thereby to be demised or leased, and also full and free liberty, license, power, and authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such houses, hovels, sheds, lodges, buildings, or erections, engines, furnaces, forges, foundries, canals, railways, or framed waggon ways, weighing machines, or other machineries, conveniences, devices, inventions, and works whatsoever already in use or hereafter to be invented, as shall from time to time be necessary or expedient or convenient for the standing, lying, and placing of workmen's workhouses, working utensils, and for the working and carrying on of the works of the said mines and quarries respectively, and for taking, leading, and carrying away the said ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, materials, earth, rubbish, and other substances; and also from time to time to remove, take, and carry away all or any of the steam engines or other engines, furnaces, forges, foundries, and other buildings and erections, railways, waggon ways, weighing machines, and other machines at his or their will and pleasure, and also to dig and get up stones, sods, peat, clay, or spar for making and building such houses and other buildings as aforesaid, and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of ironstone and other minerals and substances, and for the manufacturing and carrying away the same, or with such of the same powers and privileges as the person or persons making such demise or lease shall deem it necessary or expedient to give or grant, so as by such demises or leases there be respectively reserved and made payable, during the continuance of the term or terms of years to be thereby respectively created, the best or most improved yearly or other

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rent or rents, either in money or in tolls, duties, royalties, and other reservations, such tolls, duties, royalties, and other reservations being by the acre, or by the foot thick per acre, or by the ton, or otherwise, as can under the circumstances of the case be reasonably had or gotten for the same, without taking for or in respect of making the same any fine, premium, or foregift, or anything in the nature of a fine, premium, or foregift, and with or without any provisions, qualified or unqualified, for the total or partial cessor or suspension of or for any deductions or allowances from or in respect of all or any of the rents or reservations in reference to the quantity of stones, minerals, metals, or substances raised or gotten in the current or any other year or years; and any such rents or reservations may be made to commence immediately or otherwise, and may be made to increase from time to time as may be in that behalf agreed upon; and provided, that so as in every such demise or lease so to be made as aforesaid there be contained a condition or power of re-entry, or a power to make void or determinable the same in case the rent or rents, sum or sums of money, tolls, duties, royalties, or reservations thereby respectively reserved and made payable, or any of them, or any part thereof, shall be unpaid by the space of twenty-one days or some other reasonable time to be therein specified, and so as the respective lessee or lessees also execute counterparts of all such demises or leases as shall be made to them respectively, and enter into such covenants and agreements as the person or persons making such demises or leases respectively shall deem expedient for the working and managing the said mines and works, and for rendering and paying the rent or rents, sum or sums of money, tolls, duties, royalties, and reservations thereby to be reserved and made payable; and in such demise or lease respectively there may be contained any covenants or other provision for entitling the reversioner or reversioners to take at a valuation, or otherwise, as may be therein specified, upon the determination of the lease, any engines, railways, machinery plant, implements, and utensils used or employed by the lessees in, upon, or about the demised premises, and which the lessees might, but for such covenants or provisions, have been entitled to remove; and such demises or leases respectively may contain any provision as to the determination thereof by one or either of the parties therein in that behalf provided, and may contain any provisions against assigning or underletting, and any provisions as to any mineral or other subterraneous strata to whomsoever belonging near or adjoining to those demised, and as to averaging or ascertaining rents, expenses, or produce, and any other reservations, covenants, agreements, provisoes, or stipulations whatsoever which are usual

in leases granted of mines in the county of Lancaster, or which shall or may be deemed necessary or expedient by the person or persons granting such demises or leases.

Application of rents, &c. reserved in mining leases.

21. Provided always, that three fourth parts of the net rents, tolls, duties, or royalties to be reserved in every or any lease to be granted under the power herein-before contained shall be set aside and retained and applied by the said trustees or trustee as if the same were moneys which had arisen from sales made under or by virtue of the power of sale herein-after contained, and the remaining one fourth part of such net rents, tolls, duties, or royalties shall be paid to the person or persons beneficially entitled to the receipt of the rents and profits of the hereditaments for the time being subject to the subsisting dispositions of the will of the said John Gerard Leigh.

Power to trustees or trustee to grant leases of way-leaves and other easements.

22. It shall be lawful for the said trustees or trustee, by any deed or deeds, to grant by way of lease to any person or persons any liberties, licenses, powers, or authorities to have, use, or take, either in common with or to the exclusion of any other persons, all or any of the water flowing or springing, or which shall or may flow or spring, or be made to flow or spring, in, through, upon, or over any of the said lands and hereditaments comprised in the Lancashire, Cheshire, and Bedfordshire estates, or any of them, and also any wayleaves or waterleaves, canals, watercourses, tramroads, railways, or other ways, paths, or passages, either subterraneous or otherwise, store-yards, wharfs, or other like easements or privileges in, upon, out of, or over any part of such lands or hereditaments for any term of years not exceeding sixty years, to take effect in possession and not in reversion so as there be reserved in every such grant by way of lease as aforesaid, payable half-yearly or oftener during the continuance of the term of years thereby created, the best yearly rent, either in the shape of a fixed sum of money, or by way of toll or otherwise, that can be reasonably had or gotten for the same, without any fine, premium, or foregift for the making thereof (other than any provisions which it may be deemed expedient to insert in any such grant, rendering it obligatory on the grantee or lessee to contribute to the repair of any roads or ways or other accommodation works, or to keep open or otherwise use in any specified manner any water or watercourse to be comprised in or affected by any such grant), and so as there be contained in every such grant, by way of lease as aforesaid, a condition or power of re-entry, or a power to make void the same in case the rent thereby reserved or made payable, or any part thereof, shall not be paid within some reasonable time to be therein specified in that behalf, and so as the respective grantees or lessees do execute

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counterparts of the respective grants, and generally in and by every or any such lease or grant as last aforesaid there shall or may be contained any other reservations, covenants, agreements, provisoes, or stipulations whatsoever not inconsistent with those hereby required to be reserved or contained in each such lease or grant as aforesaid which it shall be deemed expedient to introduce therein.

Power to trustees or trustee, with the approbation of the Court of Chancery, to execute drainage works, and to enter into necessary arrangements.

23. It shall be lawful for the said trustees or trustee, with the approbation of the said Court of Chancery, to execute and do or concur with any person or persons, owner or owners, of or interested in any neighbouring or adjoining lands in executing and doing such works as may be necessary or proper, with a view to the more effectually draining or protecting from damage by floods or tidal waters, and bring into a state of cultivation, either alone or in conjunction or connexion with any such adjoining hereditaments, all or any part or parts of the lands or hereditaments subject to the subsisting dispositions of the said will of the said John Gerard Leigh, and for the purposes aforesaid to enter into all necessary and proper arrangements.

Power to fell timber.

24. It shall be lawful for the said trustees or trustee from time to time and at all times, if and when so required by the person then being beneficially interested in possession under the will of the said testator John Gerard Leigh, to fell and cut down any timber or other trees which shall be standing or growing upon any part of the Lancashire, Cheshire, and Bedfordshire estates, and which shall be at their full growth and height of improvement, or in a state of decay, or which ought to be cut down for the improvement of other trees, and to use the same, if required, for the purposes of the construction or reparation of farmhouses or buildings, cottages, and fences on the said estates, or otherwise to sell and dispose of the same, and to apply the moneys to arise by any such sale for the purposes aforesaid, and as respects so much thereof as shall not be so applied, to hold the same upon the trusts upon which the same would or ought to be held in case the same were moneys arising from an exercise of the power of sale hereinafter contained: Provided always, that the power lastly hereinbefore contained shall not authorise the felling or cutting down of any trees for the time being standing in Luton Hoo Park, or the adjoining or neighbouring pleasure grounds, and the removal of which shall not be requisite for the due development of adjoining or neighbouring trees.

Power to enfranchise copyholds held of any settled manor.

25. It shall be lawful for the said trustees or trustee, at their, her, or his discretion, to enfranchise any tenement holden of any manor held upon or subject to the uses of the said will of the said

John Gerard Leigh, with or without all or any of the commons, rights, liberties, or privileges appendant or appurtenant or held or enjoyed with such tenement, for such consideration in money, either in gross or by way of rent, or for such consideration in land, or other valuable consideration, or partly for one and partly for another or others of such considerations, and with such reservations, exceptions, and restrictions as the said trustees or trustee shall think reasonable, and thereupon by any deed or deeds absolutely to revoke the uses, trusts, powers, and provisoes which under the said will shall for the time being be subsisting or capable of taking effect in the freehold and inheritance of such tenement, and by the same or any other deed or deeds to appoint unto the copyhold or customary tenant or tenants of such tenement, and his or their heirs, or otherwise, as he or they shall direct, the freehold and inheritance of the same tenement, either with or without all or any of the commons, rights, liberties, and privileges aforesaid: Provided always, that all such yearly rents or annual payments, reservations, and privileges as shall be reserved, granted, or made payable upon any enfranchisement under the present power shall be so reserved, granted, made payable, or settled that the same shall be received, taken, and enjoyed by the person or persons who under the limitations contained in the said will would for the time being be entitled to the ancient accustomed payments and privileges in respect of or over the tenement so enfranchised in case the same had not been so enfranchised.

Power to trustees to sell and exchange.

26. It shall be lawful for the said trustees or trustee, with the approbation of the said Court of Chancery, to be obtained by petition presented in a summary way, to sell or exchange for other manors, lands, or hereditaments in England or Wales all or any of the hereditaments forming the Lancashire, Cheshire, and Bedfordshire estates, including any fee-farm rents already created or to be hereafter created under the powers in that behalf herein-before contained, and upon any such exchange to give or receive any money for equality of exchange, any sale or exchange being made in such manner as shall be approved of by the Court, and so that, if the said Court shall approve thereof, any of the same hereditaments may be so sold or exchanged, subject to the exception and reservation of all or any of the mines, coals, quarries, stone, clay, sand, and other minerals and substances in, under, or upon the same, and to such liberties, powers, privileges, and easements for searching for, working, getting, and disposing of the same, or otherwise in relation thereto, as to the said Court may seem fit; or any such mines, coals, quarries, stone, clay, sand, minerals, and substances may be so sold or exchanged apart from or without or with part only of the surface,

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and with any such liberties, powers, privileges, and easements for any of the purposes aforesaid as to the said Court shall seem fit; and in the respective cases the excepted mines and premises, or the surface land and premises, not sold or given in exchange, shall remain and be subject to any future exercise of such power, and it shall be lawful for such trustees or trustee to convey the hereditaments sold or given in exchange by them or him to the persons entitled thereto upon such sale or exchange, or otherwise in such manner as will give effect to such sale or exchange.

Moneys to arise from sales, or to be received for equality of exchange, to be laid out in the purchase of real estate.

27. All moneys to arise from any such enfranchisement or sale, or to be received for equality of exchange as aforesaid, shall be laid out and invested in the purchase of freehold hereditaments in England or Wales for an estate of inheritance in fee simple, or of copyhold hereditaments for a customary estate of inheritance in fee simple convenient to be held with any hereditaments for the time being subject to the subsisting dispositions of the said will of the said John Gerard Leigh, yet so that every such purchase be made with the approbation of the said Court of Chancery, to be obtained on petition to be presented in a summary way; and all the hereditaments so to be purchased or taken in exchange as aforesaid shall be held upon and for the trusts, intents, and purposes, and with, under, and subject to the powers and provisoes to, upon, for, with, under, and subject to which the hereditaments so enfranchised, sold, or given in exchange would have been held subject under or by virtue of the said will and this Act in case the same hereditaments had not been enfranchised, sold, or given in exchange as aforesaid, or as near thereto as the deaths of parties and other contingencies or intervening accidents and the tenure of the hereditaments purchased or taken will admit of; and until the money to arise by any such enfranchisement or sale, or to be received for equality of exchange as aforesaid, shall be laid out in the manner herein-before mentioned, the same shall be invested in or upon the parliamentary stocks or public funds of Great Britain, or upon Government or real securities in England or Wales, or upon stock of the Bank of England or stock of the Metropolitan Board of Works, and the dividends and annual produce of such stocks, funds, and securities shall be paid and applied in the same manner as the rents and profits of the hereditaments to be purchased therewith as aforesaid would be payable or applicable if such purchase or purchases were actually made.

And until such investment to be invested in or upon parliamentary stock or public funds of Great Britain, or Government or real securities in England or Wales.

Power to apply moneys to arise from enfranchisement sales, or to be received for

28. Provided always, that (with such approbation as aforesaid) the said trustees or trustee may apply any money to arise from any such enfranchisement or sale, or be received for equality of exchange as aforesaid, in payment of any sum payable by them or him for

equality of exchange, and may also raise such money, costs, charges, and expenses respectively, or any part thereof respectively, by mortgage of all or any of the hereditaments to be received in exchange, or of any other hereditaments for the time being subject to the subsisting dispositions of the will of the said John Gerard Leigh as may be thought expedient, and may make all such assurances and do all such acts as shall be necessary or expedient for effecting any such mortgage.

Power to raise equality of exchange, in payment of moneys payable for equality of exchange, or to raise money by mortgage for such purpose.

29. Provided always, that (with such approbation as aforesaid) the said trustees or trustee may apply any moneys to arise from any enfranchisement or sale, or to be received by them or him for equality of exchange as aforesaid, in the purchase or redemption of the land-tax, or in purchasing any tithe rentcharge, land tax, quitrents, or other annual incumbrances or outgoings charged upon or payable out of the said estates, or any of them, or any part thereof, or in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments for the time being subject to the subsisting dispositions of the said will of the said John Gerard Leigh.

Power to apply moneys arising from enfranchisement sales, or to be received for equality of exchange, in the purchase of land tax or discharge of incumbrances.

30. Every sale or exchange made under this Act shall take effect subject and without prejudice to all leases theretofore granted under this Act of the hereditaments comprised in such sale or exchange, and also subject and without prejudice to any mortgage made pursuant to the power in this Act contained for the time being subsisting.

Sales and exchanges to be made subject to subsisting leases, &c.

31. All and singular the trusts and powers hereby created and given may be exercised by any persons or person who may be duly appointed trustees or trustee of this Act by the Court of Chancery or other competent authority; and it shall be lawful for the said Court, whenever it shall be necessary or expedient, to appoint new trustees or a new trustee of this Act, and upon any such appointment the number of trustees may be varied, but so that upon any such appointment the number of trustees shall not be more than four nor less than two.

Powers may be exercised by any persons or person duly appointed trustees or trustee of this Act by the Court of Chancery or other authority.

32. Every application to the said Court of Chancery for the purposes of this Act and every order therein (except such applications as are hereby expressly authorised to be made by petition, and except applications for the appointment of new trustees of this Act, which shall be made by petition) may be made either by petition to be presented in a summary way, or by summons, and such petition or summons shall be entitled in the matter of this Act, and also, if thought convenient or proper, in the said suit of Leigh v. Leigh, 1875, L. 65.

Application to the Court may be by petition, &c.

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Power for the Court of Chancery to make orders for the taxation of costs and for payment thereof, and of expenses incurred in exercise of the powers of this Act.

33. It shall be lawful for the said Court of Chancery from time to time, upon application of the said trustees or trustee, to make such order or orders as to the said Court shall seem fit for taxing and settling the costs, charges, and expenses incurred in and about the obtaining and passing this Act, and of the several applications made and to be made to the Court respecting the matters aforesaid, and for payment out of any trust moneys subject to the provisions of this Act of such costs, charges, and expenses, and for raising and paying the costs, charges, and expenses incurred in or about the exercise of any of the powers contained in this Act, including moneys required for any of the purposes specified in the fifth, sixth, and twenty-fourth sections of this Act, out of such trust moneys, or by mortgage in manner herein-before provided as to raising money by mortgage; and it is hereby declared that all the costs, charges, and expenses in this present clause mentioned are intended to be and shall be borne and paid out of corpus, and not out of income.

General saving.

34. Saving to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other persons and person, bodies politic and corporate, and their respective heirs and successors, executors, and administrators (other than and except the said Eleanor Lucy Leigh and Henry Blundell Leigh, and the person or persons who at the death of the said Eleanor Lucy Leigh shall be the heir or coheirs-at-law of the said John Gerard Leigh, and the heirs and assigns of such person or persons), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the said lands, hereditaments, and premises, or any part thereof, as they, every, or any of them would have had, held, or enjoyed, or been entitled to if this Act had not been made.

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

35. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed shall be admitted as evidence by all judges, justices, and others.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1875.