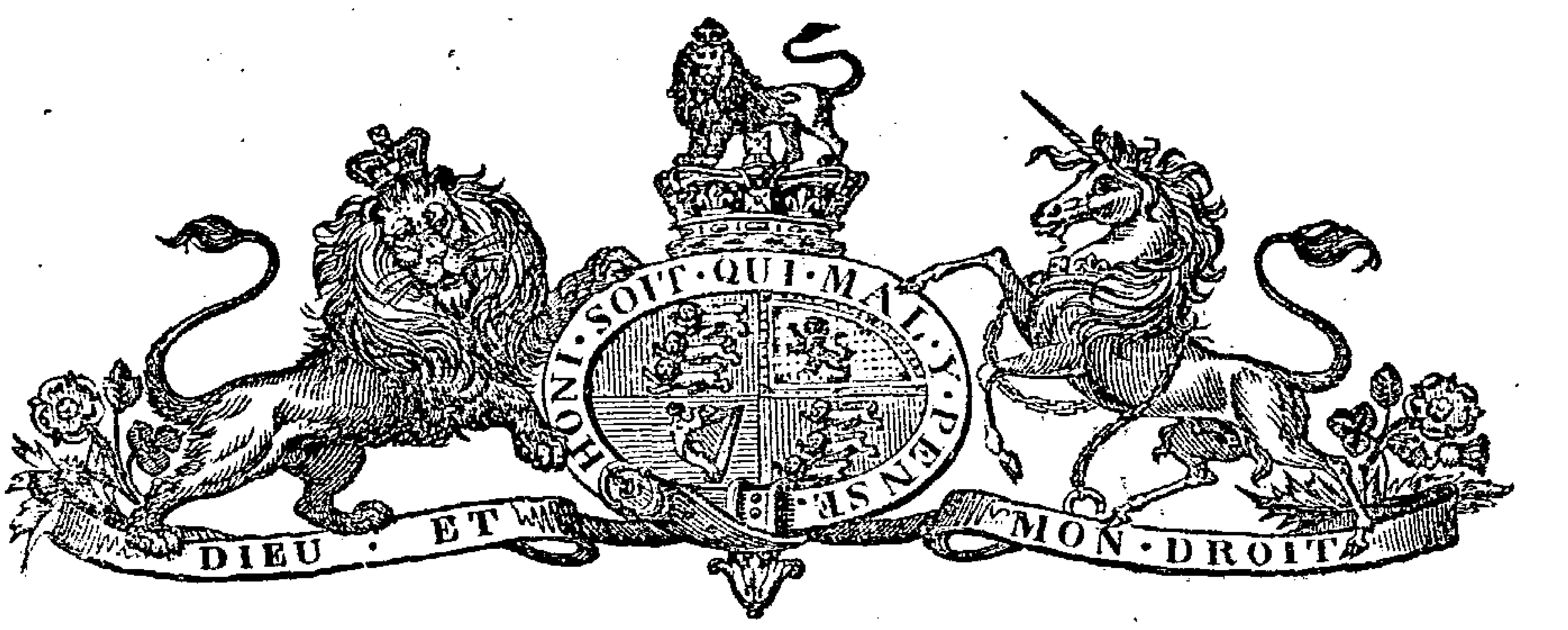


ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. 32.

An Act for authorizing the granting of Building, Improving, and Mining Leases by the Reverend *James Allan Park* Clerk, as Tenant for Life in possession, and other Persons in Succession after his Death, of settled Estates at *Marton* in the County of *York*, comprised in an Indenture of Settlement dated the Sixteenth Day of *July* One thousand eight hundred and fifty-two, and for other Purposes. [7th *August* 1854.]

Indenture of Settlement, dated 16th July 1852.

WHEREAS by an Indenture of Settlement dated on or about the Sixteenth Day of *July* One thousand eight hundred and fifty-two, and made between the Reverend *James Allan Park* of *Elwick Hall* in the County of *Durham*, Clerk, and the Reverend *James Allan Park* the younger, of the same Place, Clerk, (the eldest Son and Heir apparent of the said *James Allan Park*,) of the First Part, *William Dickins* of *Cherrington* in the County of *Warwick*, Esquire, and the Right Reverend *Robert Eden*, Bishop of *Moray* and *Ross*, in *Scotland*, of the Second Part, and *William Cowburn* of *Lincoln's Inn Fields* in the County of *Middlesex*, Esquire, of the Third Part, for the Consideration therein expressed, all the Manor or Lordship, Capital and other Messuages, Farms, Lands,

Tenements, and Hereditaments, called or known as "The *Marton* Estate" in the County of *York*, described or specified in the Schedule thereunder written or thereunto annexed, (except so much and such Part or Parts thereof as lay in the Line of the Railway by "The *Middlesbrough and Guisbrough* Railway Act" authorized to be made, and which were defined in the Plans and Books of Reference deposited with the Clerk of the Peace for the North Riding of the County of *York*, and referred to by the same Act, and were by the same Act authorized or empowered to be taken and purchased for the Purposes thereof by the Company thereby incorporated, which excepted Portion and Part or Parts were not intended to be comprised in the said Indenture,) together with their Appurtenances (except, however, all Tithes or commuted Rentscharge in lieu of Tithes), were appointed and also conveyed or assured to the Uses and subject to, with, and under the Provisoes, Powers, Declarations, and Agreements therein contained or expressed of and concerning the same, and in part hereinafter recited or set forth; (that is to say,) to the Use of the said *James Allan Park* and his Assigns for his Life, without Impeachment of or for any Manner of Waste, with Remainder to the Use of the said *James Allan Park* the younger and his Assigns for his Life, without Impeachment of or for any Manner of Waste, with Remainder to the Use of the First and every other Son of the said *James Allan Park* the younger lawfully to be begotten, severally and successively in Tail Male, and in default of such Issue to the Use of such Person or Persons, for such Estate or Estates, and in such Manner as the said *James Allan Park* and *James Allan Park* the younger at any Time and from Time to Time thereafter, by any Deed or Deeds in Writing, sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, and either with or without Power of Revocation, should direct or appoint, and in default of any such Direction, Limitation, or Appointment, or in case of any partial or incomplete Appointment then subject thereto, to the Uses thereinafter expressed or referred to of and concerning the same; and by the same Indenture it was provided, agreed, and declared, that it should be lawful for the said *James Allan Park* the younger at any Time or Times, either in the Lifetime or after the Decease of his Father the said *James Allan Park*, and either before or after Marriage, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament, or any Codicil thereto, to limit or appoint to any Woman or Women respectively whom he should or might marry, for her or their Life or Lives, and for her or their Jointure or respective Jointures, and either in bar or without being in bar of her or their Dower or Freebench, and to commence from and after the Death

Death of the said *James Allan Park* the younger, either in the Lifetime or after the Decease of his Father the said *James Allan Park*, and in case of the said *James Allan Park* the Father being then living, then with Priority over the Use or Estate therein-before limited to him for his Life, any annual Sum or Sums of Money, yearly Rentcharge or yearly Rentcharges, not exceeding in the whole in respect of each Woman the yearly Sum of Three hundred Pounds, to be issuing and payable out of and charged and chargeable upon all or any Part of the Hereditaments and Premises thereby appointed and conveyed or assured, or intended so to be, clear of all Taxes, Deductions, and Outgoings whatsoever, and to be paid in such Manner as to the said *James Allan Park* the younger should seem meet, and for the Purpose of securing the annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges so to be appointed as aforesaid, to limit or appoint to the Woman or Women respectively to whom the annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges should be so appointed as aforesaid usual Powers and Remedies for enforcing and recovering Payment thereof by Distress and Entry upon and Perception and Retention of the Rents, Issues, and Profits of the said Hereditaments and Premises so to be charged with the said annual Sum or annual Sums, yearly Rentcharge or Rentcharges, and also to limit or appoint the Hereditaments so to be charged as aforesaid to any Person or Persons whomsoever, for any Term or Terms of Years, without Impeachment of Waste, as a further Security for the Payment of the said annual Sum or annual Sums, yearly Rentcharge or yearly Rentcharges, but so that every such Term or Terms of Years be made to determine on the Death of the Woman or Women for the Benefit of whom the same should be created, and the Payment of the Arrears (if any) of her or their annual Sum or Sums, Rentcharge or Rentcharges, and the Expenses, if any, incurred by the Nonpayment thereof; and by the said Indenture it was also provided and further agreed and declared, that it should be lawful for the said *James Allan Park* the younger, at any Time or Times, either in the Lifetime or after the Decease of his Father the said *James Allan Park*, and either before or after Marriage, by the same Deed or Deeds, Instrument or Instruments in Writing, as should be executed under or in exercise of the lastly-mentioned Power, or by any other Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, or by his last Will and Testament, or any Codicil thereto, to limit and appoint to any such Woman or Women respectively as aforesaid, for her or their Life or Lives, in case there should be Issue living at the Time of the Decease of the Survivor of the said *James Allan Park* and *James Allan Park* the younger Two or more Children of the said *James Allan Park* the younger by the Woman to whom or in whose Favour any such Limitation and Appointment should

should be made, but not otherwise, any further or additional annual Sum or Sums of Money, yearly Rentcharge or yearly Rentcharges, not exceeding for such Woman the yearly Sum of One hundred Pounds, as or by way of a further or additional Provision, or Jointure, to commence from and after the Death of the Survivor of the said *James Allan Park* and *James Allan Park* the younger, and in case of the said *James Allan Park* the Father being alive, then, subject to the said Use or Estate therein-before limited to him for his Life, the said further or additional Sum or Sums of Money, yearly Rentcharge or yearly Rentcharges, to be issuing and payable out of and chargeable upon all or any Part of the said Hereditaments and Premises, clear of all Taxes and Deductions whatsoever, and to be paid in such Manner as to the said *James Allan Park* the younger should seem meet, and for the Purpose of securing the said further or additional annual Sum or annual Sums, yearly Rentcharge or yearly Rentcharges, to limit and appoint to the Woman to whom the same should be so appointed similar Powers and Remedies for recovering and enforcing Payment thereof as should be limited or appointed to her for securing the former annual Sum or yearly Rentcharge which should be appointed to her or them respectively under or by virtue of the Power lastly therein-before contained, and also to declare such Trusts of or as to the Hereditaments and Premises which by virtue of the same Power should be appointed to any Person or Persons for any Term of Years, for further securing the same former annual Sum or yearly Rentcharge, as should or might be deemed necessary or proper for further and effectually securing the said further or additional annual Sum or Sums, or yearly Rent Charge or Charges; and it was by the said Indenture provided and also agreed and declared, that it should be lawful for the said *James Allan Park* the younger, either in the Lifetime or after the Decease of his Father the said *James Allan Park*, and either before or after Marriage, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, (but subject to the Use or Estate therein-before appointed or limited to the said *James Allan Park* the younger, and to any annual Sum or Sums, yearly Rentcharge or yearly Rentcharges (if any), which under or by virtue of the Powers aforesaid or either of them should or might have been previously or should or might be thereafter appointed or limited to or for any Wife of the said *James Allan Park* the younger,) to charge all or any Part of the Hereditaments and Premises thereby appointed and conveyed or assured to and with the Payment of any Sum or Sums of Money for the Portion or Portions of the Child or Children of the said *James Allan Park* the younger (other than and besides an eldest or only Son for the Time being entitled to the

the said Hereditaments and Premises for an Estate in Tail Male in possession or in reversion expectant on the Decease of the said *James Allan Park* and *James Allan Park* the younger, or the Survivor of them), not exceeding in the whole the Sum of Ten thousand Pounds of lawful Money, to be an Interest vested or Interests vested in and to be payable and divisible unto or between or among such Child or Children, or any One or more exclusively of the other or others of such Children, at such Age, Day, or Time, or respective Ages, Days, or Times, in such Manner, and if more than One in such Shares, and to be subject to such Powers of Appointment by the said *James Allan Park* the younger, or any other Persons or Person, and to such Provisions for the Advancement or Preferment of any of the said Children, being a Son or Sons, at the Discretion of any Trustee or Trustees, or otherwise, and to such other Provisions for the Benefit of such Child or Children, or some or One of them, as the said *James Allan Park* the younger should in manner aforesaid direct, and to be raised and paid from and after the Death of the said *James Allan Park* the younger, and any Woman whom he should marry who should become his Widow, and should be entitled to an annual Sum or yearly Rentcharge by virtue of any Appointment made to or in favour of such Woman for her Jointure under or in exercise of the Powers aforesaid or either of them, or in case there should not be any such Woman, then from and after the Death of the said *James Allan Park* the younger, and either in the Lifetime or after the Death of the said *James Allan Park* the Father, but during the Life of the said *James Allan Park* the Father with his Consent only, to be testified by some Writing under his Hand, and by the same or any other Deed or Deeds, or by Will or Codicil, (but subject and without Prejudice as aforesaid,) to charge the Premises intended to be charged with such Portion or Portions respectively with the Payment of any annual Sum or Sums of Money to be charged for a Portion or Portions after the Rate of Three Pounds *per Centum per Annum* from and after the Decease of the said *James Allan Park* the younger, and any Woman whom he should or might marry who should become his Widow, and should be entitled to an annual Sum or yearly Rentcharge by virtue of any Appointment made to or in favour of such Woman for her Jointure, under or in exercise of the Powers aforesaid, or either of them, or in case there should be any such Woman then from and immediately after the Decease of the said *James Allan Park* the younger, and either during the Lifetime of the said *James Allan Park* his Father, or after his Death, as the Case might be, to be applied for the Maintenance and Education of the Child or Children for whom the Portion or Portions to be charged as aforesaid should be intended, until such Portion or Portions should be raised and paid, the said annual Sum or Sums of Money to be clear of all Deductions,

and to be paid in such Proportions and at such Times, and to be applied for the Purposes aforesaid, at the Discretion of such Person or Persons, and in such Manner as the said *James Allan Park* the younger should by any such Deed or Will or Codicil as aforesaid direct, and by the same or any other Deed or Deeds, or by Will or Codicil, (but subject and without Prejudice as aforesaid,) to limit and appoint the Hereditaments and Premises .so intended to be charged as aforesaid to any Person or Persons for any Term or Terms of Years, with or without Impeachment of Waste, upon usual Trusts by Mortgage or otherwise to raise the Principal Money and annual Sum or Sums so to be charged as aforesaid, and the Costs and Expenses (if any) to be incurred in or about the Execution of the Trusts thereof; and it was by the said Indenture also provided, agreed, and declared, that it should be lawful for the said *James Allan Park* the younger to exercise the aforesaid Power of charging with Portions, and with annual Sums for Maintenance and Education, by charging in favour of any Child or Children by any Woman with whom he might intermarry the whole or any Part of the said Sum of Ten thousand Pounds for a Portion or Portions and annual Sum for Maintenance and Education, which he was therein-before authorized to charge, in exclusion of his Child or Children by any subsequent Marriage; and it was by the said Indenture also provided, agreed, and declared, that it should be lawful for the said *James Allan Park* during his Life, and after his Decease for the said *James Allan Park* the younger during his Life, and after the Decease of the said *James Allan Park* and *James Allan Park* the younger for the said *William Dickins* and *Robert Eden* Bishop of *Moray* and *Ross*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Son of the said *James Allan Park* the younger who should under or by virtue of the Limitations therein-before contained for the Time being be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before appointed and conveyed, or assured as aforesaid respectively, or expressed and intended so to be, or any Part thereof, and in case of the Failure of the Issue Male of the said *James Allan Park* the younger, then for any Person or Persons for the Time being entitled to the Possession of the said Hereditaments under the Uses or Limitations therein-before contained, expressed, or referred to, if such Person should be of full Age, or if not then for his, her, or their Guardians or Guardian, from Time to Time or at any Time, by any Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Demise or Lease all or any Part of the said Hereditaments and Premises to any Person or Persons for any Term or Number of Years absolutely not exceeding Twenty-one Years, to take effect in possession,

and

and not in reversion or by way of future Interest, so as there be reserved on every such Limitation or Appointment by way of Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be limited or appointed, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there be contained in every such Limitation or Appointment by way of Demise or Lease a Condition of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents thereby to be respectively reserved, and so as the Appointee or Appointees, Lessee or or Lessees, should execute a Counterpart thereof respectively, and should thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein contained made dispunishable for Waste, or exempted from Punishment for committing Waste: And whereas the said Hereditaments and Premises appointed and conveyed or assured as aforesaid in or by virtue of the herein-before recited Indenture of Settlement are specified or included in the First and Second Schedules to this Act annexed: And whereas by an Indenture of Appointment, dated the Ninth Day of *August* One thousand eight hundred and fifty-two, and made between the same *James Allan Park* the younger of the First Part, *Matilda Charlotte Gooch* Spinster (now *Matilda Charlotte Park*, the Wife of the said *James Allan Park* the younger), of the Second Part, *Charles Jenyns* of *Spring Grove* near *Ashford* in the County of *Kent*, Esquire, and *Alexander Atherton Park* of *Lincoln's Inn*, Barrister-at-Law, of the Third Part, and *William Park Dickins* of the same Inn, Esquire, Barrister-at-Law, and the Reverend *Charles George Torrington Barlow* (Incumbent of *Christ Church*, *Dover*, in the said County of *Kent*,) Clerk, of the Fourth Part, which Indenture was duly sealed and delivered by the said *James Allan Park* the younger in the Presence of and was attested as to the Facts of such sealing and Delivery by Two Witnesses, in consideration of the Marriage then intended between the said *James Allan Park* the younger and *Matilda Charlotte Gooch*, and in exercise and execution of the Power or Authority to the said *James Allan Park* the younger for that Purpose by the said herein-before recited Indenture of the Sixteenth of *July* One thousand eight hundred and fifty-two given or limited, he the said *James Allan Park* directed and appointed to and to the Use of the said *Matilda Charlotte Gooch*, in case the said intended Marriage should take effect, and the said *James Allan Park* the younger should survive the said *James Allan Park* the Father, and there should be Two or more Children of the said Marriage living at the Decease of the said *James Allan Park* the younger, One annual Sum of Four hundred Pounds, and in case the said *James Allan*

Indenture of Appointment dated 9th August 1852.

Allan Park the Father should survive the said *James Allan Park* the younger, then during the Lifetime of the said *James Allan Park* the Father, One annual Sum of Three hundred Pounds, and after the Death of the said *James Allan Park* the Father, if there should be then living Two or more Children of the said intended Marriage, One further annual Sum of One hundred Pounds, making, together with the said annual Sum of Three hundred Pounds, the annual Sum of Four hundred Pounds, to have, hold, receive, and take the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds (as the Case might be) from the Time of the Death of the said *James Allan Park* the younger unto the said *Matilda Charlotte Gooch* and her Assigns during her Life, for her Jointure, (subject nevertheless to such Proviso for the Abatement of the same or either of them as is therein-after contained,) in bar of Dower and Freebench, and to be chargeable upon and yearly issuing and payable out of all the Hereditaments and Premises by the said herein-before recited Indenture of the Sixteenth of *July* One thousand eight hundred and fifty-two appointed and conveyed as aforesaid, or expressed so to be, by equal quarterly Payments, on the Days therein mentioned, without any Deduction or Abatement whatsoever, with the usual Powers of Distress and of Entry and Perception and Retention of Rents and Profits for recovering or enforcing Payment of all Arrears thereof; and by the said Indenture now in recital, for better securing the due Payment of the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds, or such annual Sum or yearly Rentcharge, after such Abatement as therein aforesaid, as the Case might be, and pursuant to and in exercise and execution of the Power or Authority to the said *James Allan Park* for that Purpose by the said herein-before in part recited Indenture given or limited, he the said *James Allan Park* (Party thereto) granted, limited, and appointed unto the said *Charles Jenyns* and *Alexander Atherton Park*, their Executors, Administrators, and Assigns, all the said Hereditaments and Premises by the said therein-before in part recited Indenture appointed and conveyed, or expressed so to be, for the Term of Two hundred Years, to commence from the Death of the said *James Allan Park*, Party to the Indenture now in recital, without Impeachment of Waste, upon the Trusts and subject to the Proviso therein-after declared and contained of and concerning the same, and herein-after set forth; (that is to say,) upon trust to permit the Person or Persons to whom the immediate Reversion or Remainder of the said Hereditaments and Premises comprised in the said Term of Two hundred Years, expectant upon the Determination thereof, should for the Time being belong, according to the Limitations by the said therein-before in part recited Indenture made and expressed, to receive and take the Rents, Issues, and Profits of the same Premises until Default should happen

happen to be made in Payment of the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds, or such annual Sum or yearly Rentcharge after such Abatement as therein aforesaid, as the Case might be, or some Part thereof, at the Times and in the Manner therein-before appointed for the Payment thereof, and that in case the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds, or such annual Sum or yearly Rentcharge after such Abatement as therein aforesaid, as the Case might be, or any Part thereof, should happen to be behind or unpaid by the Space of Forty Days next after any of the said Days whereon the same is therein-before directed to be paid, then and in such Case and so often as the same should happen the said *Charles Jenyns* and *Alexander Atherton Park*, or the Survivor of them, his Executors or Administrators, should from Time to Time, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Two hundred Years, or by demising or mortgaging the same Premises or any Part thereof for all or any Part of the same Term, or by bringing Actions against the Tenants or Occupiers of the same Premises for Recovery of the Rents and Profits, or by more than One or by all of the Ways and Means aforesaid, or by any other reasonable Ways or Means, levy and raise and pay such annual Sum or yearly Rentcharge so in arrear as aforesaid, and all Arrears thereof which should be then due and unpaid, or which should afterwards during their or his Continuance in possession accrue of the same, and all Costs, Charges, Damages, and Expenses which the said *Matilda Charlotte Gooch*, her Executors, Administrators, or Assigns, or the said *Charles Jenyns* and *Alexander Atherton Park*, or either of them, their or either of their Executors, Administrators, or Assigns, or any of them, should be put unto by reason of the Nonpayment thereof, or the Recovery or obtaining Payment thereof, or otherwise relating thereto, and should pay the Surplus (if any) of the Monies to be raised by the Ways or Means aforesaid to the Persons or Person next in remainder or reversion for the Time being immediately expectant upon the Determination of the said Term of Two hundred Years, according to the Limitations by the said therein-before in part recited Indenture made and expressed; and it was thereby agreed and declared, that, subject to the Trusts therein-before declared, the said *Charles Jenyns* and *Alexander Atherton Park*, and the Survivor of them, his Executors and Administrators, should from Time to Time permit and suffer the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Term of Two hundred Years, or such Part or Parts thereof as for the Time being should not be wanted for the Purposes for which the said Term was thereby created, to be had, received, and taken by the Person or Persons who for the Time being should be seised of or entitled

to the same Premises in reversion or remainder expectant upon or subject to the said Term, for his or their own Use and Benefit; and it was thereby agreed and declared, that if the said *Matilda Charlotte Gooch* should marry again during the Life of the said *James Allan Park* the Father, the Appointment therein-before contained, or expressed so to be, so far as regarded the said further Rentcharge of One hundred Pounds, should not take effect, but if the said *Matilda Charlotte Gooch* should marry again after the Death of the said *James Allan Park* the Father, then the said annual Sum or yearly Rentcharge of Four hundred Pounds therein-before appointed should be reduced by the Deduction or Abatement therefrom of the Sum of One hundred Pounds; and by the said Indenture now in recital, for the Consideration therein aforesaid, and in exercise and execution of the Power or Authority for that Purpose to the said *James Allan Park* (Party thereto) given or limited by the said herein-before in part recited Indenture, he the said *James Allan Park* (Party thereto) subjected and charged the said Hereditaments and Premises therein-before particularly mentioned or referred to, and charged, limited, and appointed, or expressed so to be, and the Rents, Issues, and Profits thereof and of every Part thereof, (but subject and without Prejudice to the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds, or such annual Sum or yearly Rentcharge after such Abatement as aforesaid, as the Case might be, therein-before appointed to the said *Matilda Charlotte Gooch* and her Assigns for Life as aforesaid, and the Powers, Remedies, or Term of Years therein-before created for securing the Payment thereof,) with the raising and Payment of the Sum of Ten thousand Pounds for the Portion or Portions of all and every the Child or Children of the said *James Allan Park* by the said *Matilda Charlotte Gooch* (other than and besides an eldest or only Son) for the Time being entitled to the said Hereditaments and Premises for an Estate in Tail Male in possession, or in reversion expectant on the Decease of the said *James Allan Park* the Father and *James Allan Park* (Party thereto), and the Survivor of them, the same to be vested in and to be payable and divisible unto, between, and amongst such Child or Children, or any One or more exclusively of the other or others of such Children, at such Age, Day, or Time, in such Manner, and if more than One in such Shares, and with such Provisions for the Advancement or Preferment of any such Children, being a Son or Sons, and with such Provisions for the Maintenance and Education of such Children respectively, not exceeding the Interests of their respective Portions, at the Rate of Three Pounds *per Centum per Annum*, as the said *James Allan Park* (Party thereto) and *Matilda Charlotte Gooch*, at any Time or Times during their joint Lives, by any Writing or Writings, with or without Power of Revocation, to be sealed and delivered by them in the Presence of and to be attested by Two or more credible Witnesses, should direct

and

and appoint, and in default of and subject to such Appointment, then as the Survivor of them the said *James Allan Park* (Party thereto) and *Matilda Charlotte Gooch*, notwithstanding her Coverture by any future Husband, by any Deed or Deeds, to be sealed, delivered, and attested as aforesaid, or by his or her last Will and Testament, should direct and appoint, and in default of and subject to such Appointment the Sum of Ten thousand Pounds to be a Portion for the Child, if only One, and if more than One then to be Portions for all the Children of the said *James Allan Park* by the said *Matilda Charlotte Gooch* (other than and besides an eldest or only Son for the Time being entitled as aforesaid) who being a Son or Sons should attain the Age of Twenty-one, ~~or~~ being a Daughter or Daughters should attain such Age or marry, which should first happen, to be divided between or among such Children, if more than One, in equal Shares, and if only One such Child then the whole Sum to be a Portion for such Child, such Portion or Portions to be paid to him, her, or them respectively at such Age, Day, or Time, if the same happened after the Death of the Survivor of the said *James Allan Park* the Father, *James Allan Park* (Party thereto), and *Matilda Charlotte Gooch*, with Interest for the same after the Rate of Three Pounds *per Centum per Annum* from the Death of such Survivor, by way of Maintenance, to be payable half-yearly, the first half-yearly Payment thereof to be made at the Expiration of Six Calendar Months next after the Death of such Survivor, and a proportional Payment of Interest to be made for any less Time than Half a Year, but if the same should happen during the Lives of the said *James Allan Park* the Father, *James Allan Park* (Party thereto), and *Matilda Charlotte Gooch*, or any or either of them, then immediately after the Death of the Survivor of them; and by the said Indenture now in recital it was also witnessed, that for better securing and providing for the raising and paying of the said Sum of Ten thousand Pounds thereby charged on the said Hereditaments and Premises for Portions as aforesaid, and in exercise and execution of the Power and Authority for that Purpose to the said *James Allan Park* (Party thereto) given and limited by the said herein-before in part recited Indenture, he the said *James Allan Park* (Party thereto) limited and appointed unto the said *William Park Dickins* and *Charles George Torrington Barlow*, their Executors, Administrators, and Assigns, all and singular the Hereditaments and Premises therein-before particularly mentioned or referred to, and therein-before charged with the said Sum of Ten thousand Pounds as aforesaid, or expressed so to be, (but subject and without Prejudice to the said annual Sum or yearly Rentcharge of Three hundred Pounds or Four hundred Pounds, or such annual Sum or Rentcharge after such Abatement as aforesaid, as the Case might be, and the Powers and Remedies and Term of Years for securing the same,) for the

Term

Term of Five hundred Years, to commence from the Death of the said *James Allan Park* (Party thereto), without Impeachment of Waste, but upon the Trusts and for the Intents and Purposes therein-after declared and contained of and concerning the same, and herein-after set forth; that is to say, upon trust that in case and from Time to Time when and as the Sum of Ten thousand Pounds, or such Interest for the same as aforesaid, or any Part thereof, should become raisable or payable under or by virtue of the Charges therein-before contained as aforesaid, they the said *William Park Dickins* and *Charles George Torrington Barlow*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, but (subject and without Prejudice as aforesaid,) by mortgaging or otherwise disposing of the said Hereditaments and Premises comprised in the said Term of Five hundred Years, or any of them or any Part thereof, for the whole or any Part of the same Term, or by, with, or out of the Rents, Issues, and Profits of the same Hereditaments and Premises or any of them, or by bringing Actions against the Tenants or Occupiers of the same Premises or any of them for the Recovery of the Rents and Profits, or by more than One or by all of the aforesaid Ways and Means, or by any other reasonable Ways or Means, levy and raise the said Sum of Ten thousand Pounds, or so much thereof as should become payable, together with all such Interest for the same as aforesaid, and pay or apply the same respectively to, between, or among or for the Maintenance and Education or otherwise for the Benefit of the younger Son or Sons, Daughter or Daughters of the said *James Allan Park* (Party thereto) by the said *Matilda Charlotte Gooch*, in such Manner as the same respectively were and ought to be payable or applicable under or by virtue of the Charge therein-before contained as aforesaid of the Portion or Portions and Interest by way of Maintenance respectively; and it was thereby provided, agreed, and declared, that it should be lawful for the said *William Park Dickins* and *Charles George Torrington Barlow*, and the Survivor of them, his Executors and Administrators, at any Time or Times during the Lives of the said *James Allan Park* the Father, *James Allan Park*, Party thereto, and *Matilda Charlotte Gooch*, with the Consent and Approbation of such of them as should be then living, signified as therein mentioned, and after the Decease of the Survivor of the said *James Allan Park* the Father, *James Allan Park*, Party thereto, and *Matilda Charlotte Gooch*, then of the proper Authority of the said *William Park Dickins* and *Charles George Torrington Barlow*, or of the Survivor of them, his Executors or Administrators, to levy and raise, by the Ways and Means aforesaid or any of them, for the Advancement or Preferment in the World of any Son or Sons of the said *James Allan Park* (Party thereto) by the said *Matilda Charlotte Gooch* (other than or besides an eldest or only Son so for the Time

Time being entitled as aforesaid), any Sum or Sums of Money not exceeding in the whole for any One such Son One Moiety of his then expectant or presumptive Portion; and it was thereby also provided, agreed, and declared, that if any Sum or Sums of Money should be raised for the Advancement or Benefit of any Son or Sons of the said *James Allan Park* and *Matilda Charlotte Gooch*, in pursuance of such Authority as aforesaid, the said Jointure of Three hundred Pounds or Four hundred Pounds (as the Case might be), therein-before appointed, if the same should be then payable, and if not, whenever it should become payable, should be reduced by the Deduction and Abatement therefrom of a Sum equal to the Interest at the Rate of Three Pounds *per Cent. per Annum* upon or for the Sum or Sums of Money so raised as aforesaid; and it was thereby also agreed and declared, that the said *William Park Dickins* and *Charles George Torrington Barlow*, or the Survivor of them, or his Executors or Administrators, should not sell or mortgage any Part or Parts of the said Hereditaments and Premises comprised in the said Term of Five hundred Years until some One of the said Portions should become payable by virtue of or under the Trusts therein-before expressed, and that the Rents, Issues, and Profits of the said Hereditaments and Premises should, until some One of such Portions should become payable as aforesaid, be had and received (but subject and without Prejudice as aforesaid) by the Person or Persons who for the Time being should be entitled to the same Hereditaments and Premises in reversion or remainder expectant upon the Determination of the same Term, to and for his and their own Use and Benefit; and it was thereby further provided, agreed, and declared, that it should be lawful for the said *William Park Dickins* and *Charles George Torrington Barlow*, or the Survivor of them, his Executors or Administrators, during the Lives of the said *James Allan Park* the Father, and *James Allan Park* (Party thereto), and *Matilda Charlotte Gooch*, or any or either of them, with their, his, or her Consent, to raise the whole of the said Sum of Ten thousand Pounds, or any Part or Parts thereof, by all or any of the Means therein-before expressed for raising the said Portions; and it was thereby also provided, agreed, and declared, that immediately after all the Trusts therein-before declared of and concerning either of the said Terms of Years should in all respects be fully performed and satisfied, or should become unnecessary or incapable of taking effect, and the said Trustees of such Term (of which the Trusts had been so satisfied as aforesaid), and each of them, their and every of their Executors, Administrators, and Assigns, should have been fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts thereby reposed in them as aforesaid (and which they were thereby authorized and empowered to levy and raise by all or any of the Ways and Means aforesaid, and to

retain accordingly), the same Term should, subject and without Prejudice to any Disposition or Dispositions which should have been made of the Premises comprised therein or any Part thereof, in pursuance of the Trusts aforesaid, absolutely cease and determine: And whereas the Marriage between the said *James Allan Park* the younger and *Matilda Charlotte Gooch*, now the said *Matilda Charlotte Park* his Wife, was solemnized shortly after the Date and Execution of the lastly herein-before recited Indenture: And whereas there is Issue of the said Marriage One Child, and no more, namely, *James Allan Park*, who was born in or about the Month of *August* One thousand eight hundred and fifty-three: And whereas the said Lands and Hereditaments settled as aforesaid in or by virtue of the said recited Indenture of the Sixteenth Day of *July* One thousand eight hundred and fifty-two would be greatly increased in Value if valid and effectual Leases could be granted thereof, or of Parts thereof, either excepting and reserving, or without excepting or reserving all or any Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries in or under the same, for any Term or Terms of Years not exceeding Ninety-nine Years, for the Purpose of inducing the Lessees in such Leases respectively, or some Persons or Person entitled or to be entitled by, from, through, or under such Lessees respectively, to build upon and otherwise improve the said settled Estate or some Part or Parts thereof, and if valid and effectual Leases or a valid and effectual Lease could be granted of the said Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries, either together with or exclusively of any other Part or Parts of the said settled Estate, with Power to work the same, and all other requisite or proper Powers, for any Term or Terms of Years not exceeding Sixty-one Years, and also if valid and effectual Leases could be granted of any Part of the Lands comprised in the Second Schedule hereto, except the Lands therein numbered 111, 112, 113, 114, 115, 127, 128, 129, 203, and 204, for any Term not exceeding Twenty-one Years, for the Purpose of manufacturing Bricks for Sale, with all requisite or proper Powers; and it would also greatly improve the said settled Estate, and increase the Value thereof, if a valid and effectual Lease could be granted of the Fields or Closes of Land and Hereditaments specified in the said First Schedule hereunto annexed, containing by Admeasurement One hundred and eighty-one Acres and Seven Perches or thereabouts, more or less, (being Part of the said settled Estate,) in One Lot, (excepting the Mines and Minerals under the same,) for the Term of Ninety-nine Years, for the Purpose of building a good and substantial Messuage or Mansion House upon a convenient Site for the same, according to a Plan to be approved of by the Owner or Owners for the Time being of the said Premises, with suitable Outhouses, Buildings, and Appurtenances, at a Cost of

Five

Five thousand Pounds or thereabouts, and for the Purpose of otherwise improving the same, and with Power to the Lessee to continue to use all or any of the Land to be demised with the Site of such Messuage or Mansion and Outbuildings for Gardens or Pleasure Grounds and Plantations, and for agricultural Purposes, or for any or either of such Purposes, and under and subject to proper Covenants, Stipulations, and Provisions for the Purposes aforesaid: And whereas, in consequence of the aforesaid Limitations to the Use of the First and every other Son of the said *James Allan Park* the younger successively in Tail Male, contained in the said herein-before recited Indenture of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, and the Infancy of the said *James Allan Park*, Son of the said *James Allan Park* the younger, and of the Execution of the said herein-before recited Indenture of Appointment of the Ninth Day of *August* One thousand eight hundred and fifty-two, and of the Charges, Powers, Terms of Years, Trusts, Directions, Declarations, and Agreements therein contained, the Purposes or Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *James Allan Park*, the said *James Allan Park* the younger on behalf of himself and his infant Son, the said *James Allan Park*, and the said *Matilda Charlotte Park*, Wife of the said *James Allan Park* the younger, and the said *William Dickins*, and *Robert Eden*, 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,)

Power to grant Building Leases for Ninety-nine Years.

I. It shall be lawful for the said *James Allan Park* during his Life, and after his Decease for the said *James Allan Park* the younger during his Life, and after the Decease of the said *James Allan Park* and *James Allan Park* the younger, for the said *William Dickins* and *Robert Eden*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Son of the said *James Allan Park* the younger who shall under or by virtue of the Limitations in the said herein-before in part recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two contained for the Time being be entitled (subject to any of the Charges created or to be created under or by virtue of any of the Powers contained in the same Indenture) to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the Manor, Lands, and Hereditaments thereby appointed and conveyed or assured, or expressed and intended so to be, or any Part thereof, and in case of the Failure of the Issue Male of the said *James Allan*

Park

Park the younger, then for any Person or Persons for the Time being entitled (subject as aforesaid) to the Possession of the said Manor, Lands, and Hereditaments, under the Uses or Limitations in the same Indenture contained, expressed, or referred to, if such Person shall be of full Age, or if not, then for his, her, or their Guardians or Guardian, from Time to Time or at any Time, by an Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease, or limit or appoint by way of Demise or Lease, all or any Part of the said Manor, Lands, and Hereditaments, with the Buildings and Improvements (if any) upon or to the same, and the Appurtenances, either excepting and reserving or without excepting or reserving the Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries, or any of them, in or under the same, to or by the Direction of any Person or Persons whomsoever who shall be willing to erect or build or to cause to be erected or built any Messuages or other Buildings on the said Lands and Hereditaments or any Part thereof, or who, in the Manner to be specified in or by any Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Leases, hath or have improved or caused to be improved the said Lands and Hereditaments or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex or to cause to be annexed any Part or Parts of the said Lands or Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Hereditaments or any Part thereof, or otherwise to improve the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years in possession, and with or without any Easements or Privileges, for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any other Part or Parts of the said Lands and Hereditaments; and with or without Liberty for the Lessee or Lessees to set out a sufficient Part of the Land to be comprised in such Lease or Leases as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Estate; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make, in or under any of the said Lands or Hereditaments which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages, or any adjoining Lands or Grounds, Arches, Cellars, or other Easements to any Houses or Buildings then being in or upon the said Premises; and

and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take, dig, and carry away, in and out of the Lands and Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, or Gravel as it shall be 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 Lease or respective Leases, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Rebuilding, Repairs, and Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Lands or Ground in such Lease or Leases respectively comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; so as there be reserved in every such Demise, Lease, or Grant (except in those Cases in which a Peppercorn Rent may be reserved, according to the Terms or Stipulations of any Contract or Contracts entered into under the Provisions herein-after contained,) the best and most improved yearly Rent or Rents that (due Consideration and Regard being had to the Money then actually expended or Buildings at that Time erected by the proposed Lessee on such Lands, or any other special Circumstances, if any, then existing,) can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable either half-yearly or oftener at the Option of the Parties to such Lease, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of any Term not exceeding Five Years, to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the the said Five Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish and keep in repair any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair, and keep in repair, any Messuage or Building,

Park's Estate.

Messuages or Buildings, erected and built or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings, if any, in such Lease, insured from Damage by Fire to the Amount of Three Fourth Parts of the Cost or Value thereof in some or One of the Public Offices for insuring against Damage by Fire, and to expend the Sum recovered on any such Insurance in the rebuilding of the Premises which may be destroyed by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable (unless the same shall be a Peppercorn Rent), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, 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 shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power; nevertheless the Lessee or respective Lessees shall execute a Counterpart or Counterparts of their Lease or respective Leases.

II. The

Power to Lease Lands in First Schedule for the Erection of a Mansion House.

II. The whole or any Part of the Lands and Hereditaments specified in the First Schedule hereto, with the Buildings thereon, may be demised or leased, or limited or appointed by way of Demise or Lease, under or by virtue of the Clause or Enactment last aforesaid, in One Lot, (excepting and reserving the Mines and Minerals under the same, with usual and proper Powers for working the said Mines and Minerals, and selling or disposing of the Produce thereof,) for any Term or Number of Years not exceeding Ninety-nine Years, to commence in possession at an entire Rent, for the Purpose of building One good and substantial Messuage or Mansion House upon a convenient Site for the same, according to a Plan to be approved of by the Person for the Time being entitled to exercise or act in the Execution of the Power contained in the same Clause or Enactment, with suitable Outhouses, Buildings, and Appurtenances, at a Cost of Five thousand Pounds or thereabouts, to be expended by the Lessee in such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, and for the Purpose of otherwise improving the same, and without any Obligation by or on the Part of the Lessee to erect or put upon the Premises to be comprised therein any other Buildings than the said Messuage or Mansion House, with suitable Outhouses, Buildings, and Appurtenances, except in the Case of such Lessee removing or pulling down any Farmhouse or Houses or other Buildings, which he is to have Liberty to do, and in which Case he is to erect or set up others of equal Value in lieu thereof on the same or on some other Site or Sites, and also without any Obligation by or on the Part of the Lessee to use the said Lands and Hereditaments, except the Site of the said Messuage or Tenement, House, and Outhouses, Buildings, and Appurtenances, and the Site or Sites of any Farmhouse or Houses and Buildings for the Time being, in any other Way or Manner, or for any other Purpose or Purposes, than for Gardens or Pleasure Grounds, or for Plantations, or for Farming or Agricultural Purposes, or for any of such Purposes; and such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, may be made or executed either before or after Completion of the said Messuage or Mansion House, and Outhouses, Buildings, and Appurtenances; and in case of such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, being made in pursuance of any prior Contract, then the Rent to be reserved or made payable thereby shall be the Rent specified in such Contract, provided that such Rent were or should be the best Rent that could or might, with a due Regard to all the Circumstances, be obtained for the same, before the Commencement of any such Messuage or Mansion House, and Outhouses, Buildings, and Appurtenances as aforesaid, or any of them, and the making of any Improvements by the Lessee in such Demise or Lease, or Limitation or Appointment

by

by way of Demise or Lease, or in case of such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, being made without Reference to any prior Contract, then the Rent to be reserved or made payable thereby shall be the best Rent that could or might have been obtained for the same before the Commencement of such Messuage or Mansion House, and Outhouses, Buildings, and Appurtenances as aforesaid, or any of them, and the making of any Improvements by such Lessee as aforesaid; and in the making of such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, due Regard shall be had to the Circumstance aforesaid, that the Lessee therein is not to be under any Obligation to use any other Part of the Lands and Hereditaments therein than the Site of the said Messuage or Mansion House, with suitable Outhouses, Buildings, and Appurtenances, and the Site of any existing Farmhouse or Houses and other Buildings thereon, for any other than Farming or Agricultural Purposes, and usual or proper Covenants in that Behalf shall be contained or inserted in such Demise or Lease, or Limitation or Appointment by way of Demise or Lease: Provided always, that it shall not be necessary to express in such Demise or Lease that the same is made for the Purpose of building any such Messuage or Mansion House, Outhouses, Buildings, and Appurtenances, or for Improvments as aforesaid; but if such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, be made or executed before the Completion of the said Messuage or Mansion House, and Outhouses, Buildings, and Appurtenances, a Covenant shall be inserted by or on the Part of the Lessee, his Executors, Administrators, and Assigns, for completing the same, and laying out or expending thereon the Sum of Five thousand Pounds within Two Years next after the Time of making or Execution of such Demise or Lease, or Limitation or Appointment by way of Demise or Lease; and such Covenant shall be deemed a due Compliance with any Condition contained in this present Power: Provided always, that, notwithstanding the Exception and Reservation of Mines and Minerals, with Powers for working the same, in and by any Demise or Lease, or Limitation or Appointment by way of Demise or Lease, under this Act, of the Lands and Hereditaments comprised in the said First Schedule hereto, no Shaft shall be sunk, nor shall any Engine, Engine House, Hovels, Sheds, Cottages, or other Buildings for the Purpose of working such Mines or Minerals, be erected or set up, in or upon the Lands or Hereditaments to be comprised in such Demise or Lease, or Limitation or Appointment by way of Demise or Lease; and further, that in case of such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, as last aforesaid, being made or executed, no Shaft shall be sunk, nor Engine or Engine House or such other Buildings as last aforesaid be erected or set up, in or upon the several Closes or Pieces of Land

distinguished

distinguished by the Numbers 111, 112, 113, 114, 115, 127, 128, 129, 203, and 204, in the said Second Schedule to this Act, or in or upon any or either of them, for working any Mines or Minerals whatever.

Power to enter into Contracts for Leases.

III. It shall be lawful for the Person or Persons in whom the aforesaid Powers of leasing herein contained shall for the Time being be vested, at any Time or Times after the passing of this Act to enter into any Contract or Contracts for granting, pursuant to the Powers of leasing herein-before contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the said Manor, Lands, or Hereditaments, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Lands, Ground, or Buildings (so agreed to be let, or any Part or Parts thereof,) shall be built upon, rebuilt, or repaired, laid out, formed, or improved, or shall be annexed for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Indenture or Indentures, to demise or lease the Lands or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or 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 apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and (if the same shall be thought advisable) to agree, that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts or a Part or a given Quantity only, to be specified in such Contract, not being of less annual Value than Six Times the annual Amount of the Rent to be charged thereon, of the Hereditaments thereby agreed to be demised at such Time or respective Times and in such Manner as may be thought proper, and that after the full Amount of the yearly Rent or Rents specified in any such Contract shall have been reserved in any Lease or Leases of any

Parts or Part of any Quantity of the Hereditaments agreed to be demised, not being of less annual Value than the annual Amount aforesaid, the Residue of the said Hereditaments shall be demised at the yearly Rent of a Peppercorn; or if no certain Parts or Part or given Quantity for such Purpose shall be specified in any such Contract, to agree, that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised, not being of less annual Value than the annual Amount aforesaid, the Residue thereof shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same although the Land or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Five Years from the Date of such Contract, or be made to increase periodically within the Period of Five Years, 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 found convenient or be thought proper, and as in such Contract shall be expressed; and to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased 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 Case be provided for; and also to agree that the Person or Persons with whom any such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Power of leasing herein-before contained: Provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Lands or Ground therein comprised, and thereby agreed to be let, and which shall not have been demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid, formed, or improved, in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and every such Contract shall be carried into effect by a

Lease

Park's Estate.

Lease or Leases to be granted in pursuance of the Power for granting Leases herein-before contained, any Lease made in pursuance or performance of such Contract or Contracts as aforesaid shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Leases first herein-before authorized to be made as shall or may be applicable thereto, and so far as the same shall be so applicable, or the Nature and Circumstances of each Case shall seem to admit of or require, but not further, and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoes, Conditions, and Restrictions which are herein-before authorized to be inserted or contained in any Lease or Leases first herein-before authorized to be made.

Power to enter into Contracts not to affect the Power to lease the Lands in the First Schedule.

IV. The Power to enter into Contracts contained in the Clause or Enactment last aforesaid shall not prejudice or interfere with the Clause or Enactment herein-before contained authorizing the granting or demising of the said Lands and Hereditaments comprised in the said First Schedule hereto, with the Buildings thereon, in One Lot, at an entire Rent, as mentioned in the same Clause or Enactment.

Power to vary or rescind Contracts for Leases.

V. It shall be lawful for the Person or Persons in whom the aforesaid Power of leasing shall for the Time being be vested to vary the Terms of any existing Contract or Contracts for the Time being, or to enter into any new Contract or Contracts in lieu thereof, so that the Contract or Contracts as so varied, or any such new Contract or Contracts, be agreeable to and consistent with the Provisions and Restrictions respectively herein contained; and no Lease shall be invalid on account of any Variation therein from any previous Contract, if such Lease be not inconsistent with or at variance to the Leases herein-before authorized to be granted, or contracted or agreed to be granted; and whenever any Lease shall be granted in pursuance of a previous Contract it shall not be necessary in such Lease to refer to such Contract, nor for the Lessee at any Time after the Execution of such Lease to produce or deduce a Title under any such Contract.

Power to grant Leases of Mines and Minerals.

VI. It shall and may be lawful to and for the said *James Allan Park* during his Life, and after his Decease for the said *James Allan Park* the younger during his Life, and after the Decease of the said *James Allan Park* and *James Allan Park* the younger, for the said *William Dickins* and *Robert Eden*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Son of the said *James Allan Park* the younger, who shall, under or by virtue of the Limitations in the said herein-before

before in part recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two contained, for the Time being be entitled (subject to any of the Charges created or to be created under or by virtue of any of the Powers contained in the same Indenture) to the actual Possession of or to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments thereby appointed and conveyed or assured, or expressed and intended so to be, or any Part thereof, and in case of the Failure of the Issue Male of the said *James Allan Park* the younger, then for any Person or Persons for the Time being entitled (subject as aforesaid) to the Possession of the said Lands and Hereditaments under the Uses or Limitations in the same Indenture contained, expressed, or referred to, if such Person shall be of full Age, or if not then for his, her, or their Guardians or Guardian, from Time to Time or at any Time, by an Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease, or limit or appoint by way of Demise or Lease, the Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries within and under the said Manors, Lands, and Hereditaments appointed and conveyed or assured as aforesaid in or by virtue of the said herein-recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, or expressed and intended so to be, now opened, found, or discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered, and whether opened, found, or discovered at the Time of making such Demise or Lease, or not, in, under, or upon all or any Part of the same Manor, Lands, and Hereditaments, and either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same Mines or Quarries respectively, and either with or without the Surface of any Lands in or under which the same Mines or Quarries, or any Part thereof respectively, shall lie, unto any Person or Persons, or Body or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Sixty-one Years, to take effect in possession, or within One Year after the Date of each such Demise or Lease respectively, together with full and free Liberty, Licence, Power, and Authority to sink, bore, dig, drive, search for, win, work, get, and raise the said Mines and Minerals, and for those Purposes from Time to Time to use and enjoy all such Pits, Shafts, Adits, Drifts, Groves, Tunnels, Soughs, Locks, Trenches, Sluices, Waygates, Watergates, and other Works and Conveniences as shall or may for the Time being be existing in, upon, or under any of the said Lands, and which shall have been used or employed in working and carrying on any of the Mines and Quarries so to be demised or leased, and authorized to be worked, and to sink, drive, carry,

carry, and make Pits, Shafts, Adits, Drifts, Groves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Watergates, and other Works and Conveniences in, upon, or under the said Lands and Premises, and to erect, build, and construct such Steam or other Engines, and other Works and Machinery, and to use, occupy, maintain, and amend the same, in such Manner as shall be necessary or expedient, and to use all or any other lawful Ways and Means, as well for finding, discovering, winning, working, getting, and raising the said Coal, Ironstone, Iron Ore, and Minerals, as for draining or discharging or carrying away Water, foul Air, Styth, and Stench from, forth, and out of the Mines and Quarries, and with sufficient Ground Room, Heap Room, and Pit Room for bringing to Bank, depositing, laying, and placing the said Coal, Ironstone, and Iron Ore, and other Minerals, 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 Way and Passage to and for the said Lessee or Lessees respectively, and his or their respective Agents, Servants, and Workmen, 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, Waggons, Wains, and Carriages, or in any other Manner that may be thought fit, all the Coal, Iron, Ironstone, Iron Ore, and other Minerals to be wrought, won, or gotten forth or out of the Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Quays, Staiths, Wharfs, Buildings, or Erections, Engines, Roads, Tramroads, Railways, or other Conveniences, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the winning, working, and carrying on of the said Mines and Quarries respectively, and for taking, loading, and carrying away the Coal, Iron, Ironstone, Iron Ore, and other Minerals, and also to take down and remove any of the Houses, Hovels, Sheds, Lodges, Quays, Staiths, Wharfs, Buildings, or Erections, Engines, Roads, Railways, and other Conveniences, Inventions, or Works whatsoever, which at the Time of making any such Demise or Lease shall be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, or shall during the Term thereby granted be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, and which may become unnecessary for the working of the said Mines and Quarries, or the Disposal of the Coals, Ironstone, Iron Ore, Iron, and other Minerals to be raised thereout (except Buildings, Works, or Erections of Brick or Stone, unless, as to them, with the Consent in Writing of the Person or Persons entitled to the immediate Reversion of the said demised Premises);

Premises); and also full and free Liberty, Licence, Power, and Authority to win, work, and carry on any adjoining or other Mines or Quarries by means of any Outstroke or Instroke, Drift or Drifts, and to take, lead, and carry away the Produce of any such adjoining or other Mines or Quarries by any Railway or Railways or other Way or Ways now formed or hereafter to be formed in, through, over, and along the said Manor, Lands, and Hereditaments, or any Part or Parts thereof, or with any of the said Powers or Provisoes which to the Person or Persons making such Demise or Lease shall seem necessary or proper; and with or without any other Powers or Privileges whatsoever which shall or may be thought necessary or expedient for, in, or about the winning, working, getting, and disposing of and carrying away the said Coal, Ironstone, Iron Ore, Iron, and other Minerals as aforesaid; so as upon every such Demise or Lease there be reserved the best yearly Rent or Rents, either in Money or in Tolls, Duties, Royalties, and Reservations, or partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can be reasonably had or obtained for the same, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Demise or Lease, but so that such Rents as shall be reserved wholly or partly in Money shall have Reference to the Quantity of Minerals obtained, save and except that Part thereof may, if thought proper, be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased; and so as in every such Demise or Lease there be contained a Clause of Re-entry, or a Power to make void or determine the same, for Nonpayment of the Rent or Rents to be thereby reserved for a Time or Times to be therein in that Behalf limited; and so as the Lessee or Lessees to whom such Demise or Lease shall be made seal and deliver a Counterpart thereof; and it is hereby declared, that in every such Demise or Lease there may be inserted or contained such Covenants, Conditions, Powers, Stipulations, and Agreements as shall be reasonable, and the Person or Persons for the Time being making or granting any such Demise or Lease as aforesaid shall deem proper or expedient, so that they be for the general Benefit of the Estate, and Regard be had therein to the respective Interests of as well the Person or Persons respectively entitled or interested in reversion as the Person or Persons respectively entitled or interested in possession to or in the said Hereditaments: Provided always, that the Lessee or Lessees in any Lease under this present Clause shall not have Power to sink any Shaft, or to erect or set up any Engine, Engine House, Hovels, Sheds, Cottages, or other Buildings, for the Purpose of working such Mines or Minerals, in or upon any of the Lands comprised in the said First Schedule hereto, nor upon any of the Closes or Pieces of Land distinguished in the said

Second

Second Schedule hereto by the said Numbers 111, 112, 113, 114, 115, 127, 128, 129, 203, and 204 respectively.

Power to grant Leases to work Brick Earth.

VII. It shall be lawful for the Person or Persons in whom the aforesaid Powers of leasing herein contained, or any of them, shall for the Time being be vested, from Time to Time or at any Time, by an Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease, or limit or appoint by way of Demise or Lease, any Part or Parts of the Lands and Hereditaments appointed and conveyed or assured as aforesaid in or by virtue of the said herein recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, or expressed and intended so to be, and which are specified or described in the Second Schedule hereto, (except the said Closes or Pieces of Land numbered 111, 112, 113, 114, 115, 127, 128, 129, 203, and 204, in such Schedule,) for the Purpose of making or manufacturing Bricks for Sale, unto any Person or Persons, or Body or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, or within One Year after the Date of such Demise or Lease respectively, together with full Power to dig and take, in, upon, or from the said Lands and Hereditaments or any of them, or any Part thereof, any Clay and other Substance or Substances for Brick-making, and to use or dispose of the same in making or manufacturing Bricks, either in or upon such Lands or Hereditaments or any of them, or any adjoining Lands and Hereditaments; and with Power also to make any Pits or Excavations in or upon the Lands and Hereditaments comprised in any such Demise or Lease, or Appointment by way of Demise or Lease, and to put or set up in or upon the same any Engines, Machines, Houses, Hovels, Sheds, and other Buildings, and any Kilns and other Works which shall be necessary for the Purpose aforesaid, and at the End of such Demise or Lease, or Appointment by way of Demise or Lease, to remove all or any of the same Engines, Machines, Houses, Hovels, Sheds, Buildings, and other Works; and also with full Power for the Lessee or Lessees in any such Demise or Lease, or Appointment by way of Demise or Lease, to sell and carry away, or to use or otherwise dispose of, all the Bricks made from the said Clay or other Substance or Substances, in such Manner as he or they shall think fit; and also with any other Powers and any Easements or Privileges which shall be requisite (if any), and which are usually inserted in Leases of the like Nature; so as upon every such Demise or Lease, or Appointment by way of Demise or Lease, there be reserved the best yearly Rent or Rents, either in Money, Tolls, Duties, Royalties, and Reservations, or partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can be reasonably had or obtained for the same, without

taking

taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Demise or Lease, but so that such Rents as shall be reserved wholly or partly in Money shall have Reference to the Number or Quantity of Bricks to be made or manufactured, save and except that Part thereof may, if thought proper, be made payable as a certain Money Rent, as is customary in Leases of a like Nature, so as to induce the Lessees to dig and work the said Clay and other Substance or Substances, and to make or manufacture the same into Bricks; and so as in every such Demise or Lease there be contained a Clause of Re-entry, or a Power to make void or determine the same, for Nonpayment of the Rent or Rents to be thereby reserved for a Time or Times to be therein in that Behalf limited; and so as the Lessee or Lessees to whom such Demise or Lease shall be made seal and deliver a Counterpart thereof; and it is hereby declared, that in every such Demise or Lease there may be inserted or contained such Covenants, Conditions, Powers, Stipulations, and Agreements as shall be reasonable, and the Person or Persons for the Time being making or granting any such Demise or Lease as aforesaid shall deem proper or expedient, so that they be for the general Benefit of the Estate, and Regard be had therein to the respective Interests of as well the Person or Persons respectively entitled or interested in reversion as the Person or Persons respectively entitled or interested in possession to or in the said Hereditaments.

Rents, Tolls, &c. reserved in Mining Leases to be received by Trustees appointed by the Act, who are to give Discharges for the same.

VIII. The Rent or Rents, Tolls, Duties, Royalties, and Reservations to be reserved and made payable upon every Lease to be granted under this Act of any Mines, Seams, and Beds and Strata of Coal, Iron, Ironstone, or Iron Ore, and other Minerals respectively, for the Purpose of being worked, and of any Land and other Hereditaments for the Purpose of digging and getting the Clay and other Substance or Substances in or under the same, and making or manufacturing the same into Bricks, shall from Time to Time during the Subsistence of the Limitations of the said herein recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, but no longer, be received by the said *William Dickins* and *Robert Eden*, (who are hereby appointed Trustees of this Act for the Purpose of receiving and disposing of the said Rents, Tolls, Duties, Royalties, and Reservations,) or the Survivor of them, or other the Trustees or Trustee for the Time being of this Act; and the said Trustees or Trustee shall have such and the same Powers and Remedies for recovering and enforcing the Payment or Render of the same Rent or Rents, Tolls, Duties, Royalties, and Reservations, by Distress or Action, as the Person or Persons for the Time being entitled under or by virtue of the

the Limitations of such Settlement in possession to the Hereditaments comprised in such Lease would legally have had by virtue of this Act if this present Provision had not been inserted herein, and the Receipts in Writing of the said Trustees or Trustee, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee or Lessees, or his or their Executors, Administrators, and Assigns, for the said Rent or Rents, Tolls, Duties, Royalties, or Reservations, or for so much thereof as in such Receipt or Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the Person or Persons who shall for the Time being be seised or entitled under or by virtue of the Limitations of the said Settlement in possession to the Hereditaments comprised in such Lease to re-enter on the Premises to be thereby demised by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Trustees to stand possessed of the Rents, Tolls, &c. upon certain Trusts.

IX. The Trustees or Trustee for the Time being of this Act shall from Time to Time during the Subsistence of the Limitations of the said Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two pay One equal Fourth Part of the Rents, Tolls, Duties, and Reservations so to be received as aforesaid, or the net Produce thereof, (the Amount thereof to be verified by Affidavit,) into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account to be entitled "*Ex parte* "*Park's* Estate, the Persons interested in the Estates settled by an "Indenture of Settlement dated the Sixteenth Day of *July* One "thousand eight hundred and fifty-two," pursuant to the Method prescribed by any Act for the Time being in force for regulating Moneys paid into the said Court, and the Receipt of any Cashier of the said Bank for such Moneys, and the Certificate of the Accountant General annexed to the same, and filed in the said Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees or Trustee paying the same for the Money therein respectively mentioned and acknowledged to be received, and after filing such Certificate the Trustees or Trustee for the Time being of this Act shall not be answerable or accountable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof; and as to the remaining Three Fourth Parts of the said Rents, Tolls, Duties, and Reservations, after deducting and retaining thereout all such Costs and Charges (if any) as the said Trustees or Trustee shall have incurred in or about the Recovery, Receipt, or Conversion of the said entire Rents, Tolls, Duties, and Reservations, they the said Trustees or Trustee shall pay or render the same unto the Person or Persons for the Time being entitled to the Possession or to the

the Receipt of the Rents, Issues, and Profits of the Hereditaments settled as aforesaid in or by virtue of the said Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, if such Person shall be of full Age, or if not then to his Guardian or Guardians, whose Receipt in Writing shall be a good and sufficient Discharge to the said Trustees or Trustee for the same.

Application of the Money, under the Direction of the Court of Chancery.

X. Upon a Petition to be preferred to the said Court in a summary Way by any Person interested in the Hereditaments settled as aforesaid by the said Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, either in possession, remainder, or reversion, or of the Guardians or Guardian of any such Person being an Infant, it shall be lawful for the said Court of Chancery and the same Court is hereby required to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, to be from Time to Time applied or laid out in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises comprised in the Schedule to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales* whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature), and which Hereditaments shall immediately after the Purchase be conveyed, settled, and assured to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, and Limitations, to, for, and upon which the Hereditaments and Premises specified in the said Schedule to this Act shall for the Time being stand limited, settled, or assured under or by virtue of the Limitations contained in the said Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, or as near thereto as the Deaths of Parties and other Circumstances will admit of.

Interim Investment.

XI. All Monies which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of

Navy,

Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided, that it shall and may be lawful for the said Court to make such General Orders, or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in Exchange for those which are so in the Course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for some or One of the Purposes aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the Money originally laid out in the Purchase of such Bills, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Applications to the Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Powers to extend to Lands to be Purchased.

XII. All and singular the Powers, Clauses, and Provisions in this Act contained, so far as the same or any of them shall be applicable, shall extend and apply, and be deemed and construed and taken to extend and apply, to all Lands and Hereditaments which shall be purchased with the said One equal Fourth Part of the Rents, Tolls, Royalties, and Reservations reserved in any Mining Lease to be granted under the Power in that Behalf herein-before contained, if the Lands and Hereditaments so to be purchased should be adjoining or near to the Lands or Hereditaments comprised in this Act.

Power to grant Way Leases.

XIII. It shall be lawful to and for the said *James Allan Park* during his Life, and after his Decease for the said *James Allan Park* the younger during his Life, and after the Decease of the said *James Allan Park* and *James Allan Park* the younger for the said *William Dickins* and *Robert Eden*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Son of

of the said *James Allan Park* the younger who shall, under or by virtue of the Limitations in the said herein-before in part recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two contained for the Time being be entitled (subject to any of the Charges created or to be created under or by virtue of any of the Powers contained in the same Indenture) to the actual Possession of or to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments thereby appointed and conveyed, or assured or expressed and intended so to be, or any Part thereof, and in case of the Failure of the Issue Male of the said *James Allan Park* the younger then for any Person or Persons for the Time being entitled (subject as aforesaid) to the Possession of the said Lands and Hereditaments under the Uses or Limitations in the same Indenture contained, expressed, or referred to, if such Person shall be of full Age, or if not then for his, her, or their Guardian or Guardians, from Time to Time or at any Time, by an Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to grant, demise, or lease, or limit or appoint by way of Demise or Lease, any Right or Rights of forming any Railway or Railways, or other Way or Ways, Road or Roads, or other Right of Passage in, through, over, and along the said Lands and Hereditaments or any of them, or any Part or Parts thereof, unto any Person or Persons or Body or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, or within One Year after the Date of each such Grant, Demise, or Lease respectively, together with full and free Liberty, Licence, Power, and Authority in and upon the Land so to be granted, demised, or leased to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Buildings or Erections, Cuts, Tunnels, Batteries, and Embankments, Engines, Rails, or other Conveniences, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient, and also to take down or remove any such Buildings or Erections, Engines, or other Conveniences, Inventions, and Works, (except such as shall be of Brick or Stone, unless as to them, with the Consent in Writing of the Person or Persons entitled to the immediate Reversion of the demised Premises,) or with any of the said Powers or Privileges which to the Person or Persons making such Grant, Demise, or Lease shall seem necessary or proper, and with or without any other Powers or Privileges whatsoever which shall or may be thought neces sary or expedient, or which may be for the general Benefit of the Estate, and with a due Regard therein for the respective Interests of as well the Person or Persons respectively entitled or interested in reversion as the Person or Persons respectively entitled or interested in

in possession to or in the said Hereditaments, so as upon any such Grant, Demise, or Lease there be reserved the best yearly Rent or Rents to be incident to the immediate Reversion of the Premises so to be granted, demised, or leased which can be reasonably had or obtained for the same, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Grant, Demise, or Lease, and so as in every such Grant, Demise, or Lease there be contained a Clause of Re-entry or a Power to make void or determine the same for Non-payment of the Rent or Rents to be thereby reserved, for a Time or Times to be therein in that Behalf limited, and so as the Lessee or Lessees to whom such Grant, Demise, or Lease shall be made seal and deliver a Counterpart thereof, and that in every such Grant, Demise, or Lease there be inserted and contained such Covenants, Conditions, Powers, Stipulations, and Agreements as the Person or Persons for the Time being making or granting any such Grant, Demise, or Lease as aforesaid shall deem proper or expedient.

Evidence of Execution of Counterpart.

XIV. The Certificate in Writing of the Person or Persons for the Time being granting any Lease under the Authority of this Act, acknowledging that he or they hath or hāve received a Counterpart of such Lease, shall be had and taken as *primâ facie* Evidence that such Counterpart has been executed.

Rents and Covenants reserved and contained in Leases to be incident to the Reversion.

XV. The Rent or Rents to be reserved or made payable in or by any Demise or Lease, or Limitation or Appointment by way of Demise or Lease, or Demises or Leases, or Limitations or Appointments by way of Demise or Lease respectively, under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoes, and Conditions therein contained, and on the Part of the Lessee or Lessees to be observed, performed, fulfilled, and kept, and also the Proviso or Condition for Re-entry in the same Demise or Lease, or Limitation or Appointment, or Demises or Leases, or Limitations or Appointments respectively to be contained, shall be incident to and go along with the Reversion of the Premises comprised in such Demise or Lease, or Limitation or Appointment, or Demises or Leases, or Limitations or Appointments respectively, immediately expectant upon the Determination thereof, and shall or may be received or enforced and taken advantage of by the Person or Persons who shall or may be seised or possessed of or entitled to such Premises in reversion as aforesaid under or by virtue of the Uses or Limitations of the said herein recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, and any Appointment or Appointments made or to be made in pursuance of the Powers therein contained or any of them, in the same Manner as if the Power or Powers respectively herein contained, and under or in exercise of which such Demise or Lease,

Lease, or Limitation or Appointment, or Demises or Leases, or Limitations or Appointments respectively shall or may be made or executed, had been inserted in the same Indenture of Settlement immediately after the said Power of leasing for any Term of Years not exceeding Twenty-one Years inserted or contained therein as is herein-before recited, and such Demise or Lease, or Limitation or Appointment, or Demises or Leases, Limitations or Appointments respectively had taken effect out of the same Seizin, and in the same Manner as any Lease or Leases (if any) made or to be made under or in exercise of the said Power of leasing contained in the said Indenture of Settlement would have taken effect, except that as regards the Rents, Tolls, Duties, Royalties, and Reservations to be reserved and made payable upon any Lease or Leases of the said Mines, Minerals, and other Substances under this Act, and of any Land and Hereditaments for the Purpose of digging and getting the Clay and other Substance or Substances in or under the same, and making and manufacturing the same into Bricks, and which Rents, Tolls, Duties, Royalties, Reservations respectively are under the Provisions hereof to be received and disposed of during the Subsistence of the Limitations of the said herein recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two by the Trustees or Trustee for the Time being of this Act, in manner herein-before appearing, the same shall during the Subsistence of such Limitations be so received and disposed of by such Trustees or Trustee as herein-before directed, and all Powers contained in the said Indenture of Settlement may be exercised notwithstanding this Act, or any Lease or Leases, or Contract or Contracts for Lease or Leases under the same, in the same Manner as they might have been if this Act had not been passed, and the said Powers of leasing herein contained had been contained or inserted as aforesaid in the said Indenture of Settlement.

Power to confirm defective Leases, and to accept Surrenders and grant new Leases.

XVI. It shall be lawful for the Person or Persons in whom the said Power of leasing firstly herein-before contained shall or may be for the Time being vested, or by whom such Power shall be exercisable, at any Time or Times, if he or they should think fit, to confirm or make valid any Lease or Leases to be granted under the Powers aforesaid or any of them which may be voidable on any technical Ground, and also to accept the Surrender of any existing Lease or Leases for the Time being, and, if he or they should think fit, to grant, under the Powers aforesaid, any new Lease or Leases in lieu of any Lease which shall or may be void on any Ground whatsoever, or in lieu of any surrendered or forfeited Lease or Leases, so that the Lease or Leases so to be granted be conformable to the Powers or Power aforesaid under which the same shall or may be granted.

XVII. When

Provision for the Appointment of new Trustees.

XVII. When and so often, from Time to Time, as any Trustee or Trustees appointed by this Act, or any Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Execution of any of the Trusts or Powers to him or them given by this Act, or shall go to reside abroad, it shall and may be lawful for the High Court of Chancery, upon Petition to be preferred by the surviving or continuing Trustee or Trustees for the Time being of this Act, or the Executors or Administrators of the last surviving or continuing Trustee for the Time being, or by any Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said Lands and Hereditaments settled as aforesaid by the said Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two, under the Limitations of the Settlement aforesaid, or if such Person shall be under the Age of Twenty-one Years, then by his Guardian or Guardians, from Time to Time to appoint any other Person or Persons to be a Trustee o Trustees of this Act in the Place or Stead of the Trustee or Trustee so dying, or desiring to be discharged, or declining or becoming incapable to act, or going to reside abroad as aforesaid; and that upon every such Appointment as aforesaid all the Trusts, Powers, and Authorities hereby given to the Trustees herein-before named shall be legally and effectually vested in the new Trustee or Trustees jointly with the surviving or continuing Trustee of this Act, or in the new Trustees solely, as the Case may be or require; and it is hereby declared, that the Trustee or Trustees so to be nominated, substituted, or appointed as aforesaid shall and may in all things act and assist in the Exercise and Execution of the Trusts and Powers by this Act given to the Trustees herein-before named in conjunction with the surviving or continuing Trustee of this Act, if there shall be any such surviving or continuing Trustee, and if not then by themselves, as fully and effectually, and with the same Powers and Discretion, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees thereof, anything herein-before contained to the contrary thereof in anywise notwithstanding.

Provision for the Indemnity of Trustees.

XVIII. The Trustees hereby appointed and to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, and Administrators of them, each and every of them, shall be charged and chargeable respectively for such Moneys only as they shall respectively actually receive by virtue of the Trusts and Powers hereby in them reposed, and any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and it shall be lawful for the Trustees or Trustee for the Time being of

of this Act, with and out of the Moneys which shall come to their or his respective Hands by virtue of the said Powers or Trusts, to retain to and reimburse themselves and himself respectively, and also to allow their or his respective Co-Trustee or Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the Trusts or Powers hereby given to them, or in relation thereto.

Court of Chancery to make Orders as to Costs.

XIX. It shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think expedient or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses of carrying into execution any of the Purposes of this Act, and of making any Application to the said Court in pursuance of this Act, or arising thereout or incidental thereto, so far as relates to the said One Fourth Part of the said Rents, Tolls, Duties, and Reservations, to be paid into the Bank of *England* as aforesaid, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the same One Fourth Part of the said Rents, Tolls, Duties, and Reservations.

General Saving of Rights.

XX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, or their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *James Allan Park*, *James Allan Park* the younger, the said *Matilda Charlotte*, Wife of the said *James Allan Park* the younger, the said *Charles Jenyns* and *Alexander Atherton Park* (Trustees as aforesaid), their Executors or Administrators, the said *James Allan Park* (the infant Son of the said *James Allan Park* the younger) and the Heirs Male of his Body, the Second and every other Son hereafter to be born of the said *James Allan Park* the younger, and the Heirs Male of the Body and respective Bodies of such Second and other Sons respectively, the said *William Dickins* and *Robert Eden* (Donees of Powers in the said Indenture of Settlement), all and every other Children or Child of the said *James Allan Park* the younger and *Matilda Charlotte* his Wife, the said *William Park Dickins* and *Charles George Torrington Barlow* (Trustees as aforesaid), their Executors or Administrators, and all and every other Persons and Person whomsoever to whom any Estate or Interest whatever of and in the Manors, Lands, and Hereditaments in the Schedule to this Act mentioned hath been granted or limited, or shall have descended or devolved, or shall descend or devolve, by virtue of or under the said herein recited Indenture of Settlement of the Sixteenth Day of *July* One thousand eight hundred and fifty-two,

or

or the Uses or Limitations therein contained, or by virtue of or under the said herein recited Indenture of Appointment of the Ninth Day of *August* One thousand eight hundred and fifty-two,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, at Law and in Equity, as they or any of them had before the passing of this Act, or could or might or ought to have had and enjoyed in case this Act had not been passed.

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

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

The SCHEDULES referred to by the foregoing Act.

FIRST SCHEDULE.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure. A.	R.	P.	Total Quantities in each Occupation. A.	R.	P.
Dale, William -	78	Barton Fall - -	15	1	36			
	79	Great Brockham -	15	2	21			
	81	Hutton's Close -	10	2	0			
	83	Low Fowker's Close	7	0	32			
	84	High Fowker's Close	8	2	12			
	86	Stell Field - -	3	2	9			
	87	Old Spink Hill -	7	2	30			
	88	Middle Spink Hill -	11	0	29			
	89	- - -	8	2	0			
	91	Prisick Hill - -	4	0	20			
	93	Little Brockham -	8	1	0			
	95	Great Marton Field -	17	1	8			
	97	Long Field - -	10	1	23			
	98	Prisick Hall, &c. -	1	1	3			
	101	East Pod Carr -	6	0	0			
	103	West Pod Carr -	10	2	30			
	105	Little Eston Field -	4	1	0			
	107	Great Eston Field -	6	1	36			
	109	Front Field - -	14	2	0			
						171	2	9
Dale, Robert -	217	Garth - -	2	3	0			
	218	Garden - -	0	0	16			
	220	Hall, Garden, &c. -	1	0	16			
	223	Garden - -	0	0	30			
	224	Garden - -	0	2	9			
	225	Field - -	2	1	32			
	227	Garth - -	1	0	0			
	228	Garth - -	1	1	7			
						9	1	30
Atley, John - -	219	House for Woodman	0	0	8			
						0	0	8
		Total -	-	-	-	181	0	7

Thomas Davison.

SECOND SCHEDULE.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure. A.	R.	P.	Total Quantities in each Occupation. A.	R.	P.
Bowman, Robert -	215	House and Garden -	0	0	18			
						0	0	18
Bell, William -	276	Garden - -	0	0	6			
	277	Garth - - -	0	1	16			
	279	House - - -	0	0	1			
	281	Garth - - -	0	1	30			
						0	3	13

Park's Estate.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure.			Total Quantities in each Occupation.		
			A.	R.	P.	A.	R.	P.
Blenkey, Charlotte -	273	House - -	0	0	1			
	274	Garden - -	0	0	8			
						0	0	9
Dale, Robert -	214	House and Garth -	0	0	20			
						0	0	20
Day, Robert - -	290	House and Garden -	0	0	20			
						0	0	20
Engledew, Joseph -	272	House and Garden -	0	0	4			
	490	Field - -	6	0	17			
						6	0	21
Eston, George -	203	Garth - - -	1	1	31			
						1	1	31
Engledew, James -	266	House, &c. - -	0	0	1			
	269	Garden - -	0	0	8			
						0	0	9
Garnett, Sarah -	275	Garden - -	0	0	4			
	278	House - -	0	0	1			
						0	0	5
Gill, George -	292	Garden - -	0	0	20			
	294	House - -	0	0	1			
						0	0	21
Hunter, Mary -	291	House and Garden -	0	0	20			
						0	0	20
Harrison, John -	259	Garden - -	0	0	8			
	264	House - -	0	0	1			
						0	0	9
Halliday, Robert -	53	Turnip Field -	7	1	35			
	54	Back Field - -	2	0	38			
	55	House and Yard -	1	3	0			
	58	Front Field - -	4	0	22			
	59	Lane Field - -	4	2	36			
	60	Cow Pasture - -	10	3	24			
	61	High Stub Thorne -	5	1	2			
	62	Low Stub Thorne -	10	1	16			
	63	Low Stub Thorne -	5	3	17			
	64	Crook - - -	7	1	17			
	65	Chopping Knife -	12	3	24			
	66	Allan Barn Field -	8	3	12			
	67	Paddock - -	11	1	8			
	68	Low Navy Pasture -	5	1	2			
	69	High Navy Pasture -	15	2	16			
	73	Great Sarmings -	19	0	16			
	74	Little Sarmings -	8	0	0			
	75	Drain Field - -	8	1	26			
	76	Walker's Fall -	11	3	17			
	77	Falls - - -	20	0	18			
	486	Field - - -	3	2	17			
	487	Field - - -	3	3	27			
						188	3	30
Handisides, William	249	Garth - -	0	1	19			
	250	House and Yard -	0	0	35			
	488	Field - -	6	0	3			
	489	Field - -	5	3	9			
						12	1	26
Harker, Joseph -	252	Public House - -	0	1	12			
	253	Field - - -	2	0	0			
	254	Field - -	1	2	16			
	258	Field - - -	1	2	0			
						5	1	28

Park's Estate.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure. A.	R.	P.	Total Quantities in each Occupation. A.	R.	P.
Halliday, John, and Halliday, Robert	111	Parks - -	5	1	13			
	113	North Ells - -	6	2	30			
	116	Marton Field - -	10	3	10			
	118	Lodge Field -	6	3	30			
	120	Tofts - - -	5	3	12			
	122	Sweet Hill - -	7	3	24			
	123	Appleton Close -	8	1	30			
	124	Rape Field - -	7	1	14			
	126	Cow Pasture - -	22	3	30			
	127	Home Stall - -	1	2	0			
	128	Garth - -	2	2	16			
	130	Sugar and Cream -	15	1	24			
	132	Paddock - -	3	3	0			
	134	Windy Hill - -	6	0	34			
	136	Bridge Field -	6	0	16			
	137	Carter Close - -	6	1	10			
	138	Durham Field -	9	3	2			
	139	Middle Field -	9	3	11			
	140	High Field - -	7	3	26			
						151	2	12
Herring, Robert, and Herring, Robert Edward.	170	Little Rattle Bank -	7	0	13			
	172	Great Rattle Bank -	9	1	0			
	173	Far Rattle Bank -	6	1	0			
	174	Middle Rattle Bank -	5	2	30			
	175	High Gale Dyke -	8	0	25			
	176	Swang - -	3	3	16			
	178	Back Field - -	10	0	8			
	179	Swang Field -	7	2	16			
	180	Middle Gale Dyke -	7	0	32			
	182	Low Gale Dyke -	7	2	10			
	184	New Close - -	13	2	16			
	185	Sand Cap - -	3	3	26			
	186	Sand Cap - -	4	0	12			
	187	Thistle Field -	10	0	37			
	190	Garth - -	1	2	8			
	191	Homestall - -	1	2	28			
	192	Garth - -	1	0	28			
	193	Robin Right - -	10	1	28			
	196	Front Field -	18	2	23			
	199	Smith Field - -	14	0	10			
	202	Low Mill Hill -	12	2	0			
						164	2	6
Harperly, John -	267	House - -	0	0	1			
	268	Garden - -	0	0	8			
						0	0	9
Hudson, John Pt.	262	House - -	0	0	1			
						0	0	1
Lax, John Pt.	262	House - -	0	0	1			
	261	Garden - -	0	0	8			
						0	0	9
Leyburn, Thomas -	293	Garden - -	0	0	18			
	295	House - -	0	0	1			
	492	Field - -	3	0	3			
						3	0	22
Longtoft, John -	213	House and Garden -	0	0	8			
						0	0	8
Middlesbrough Estate Trustees.	321	House and Garden -	0	0	10			
	322	House and Garden -	0	0	10			
						0	0	20

Park's Estate.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure. A. R. P.	Total Quantities in each Occupation. A. R. P.
Ord, William -	204	House and Garden -	0 0 18	0 0 18
Ord, Thomas -	229	Garth - -	1 1 28	
	230	Garth - -	0 2 35	
	231	House and Shop -	0 1 0	
	493	Field - - -	3 1 33	
				5 3 16
Turnbull, Henry -	143	Little Field - -	2 1 19	
	144	Middle Field -	2 2 14	
	145	Six Acre Field -	4 3 13	
	147	Moor - - -	14 1 6	
	148	Rushfield - -	6 0 24	
	149	Sunnyhill - -	6 0 32	
	151	New Field - -	6 2 18	
	152	Ten Acre Field -	11 0 31	
	153	Sand Hill - -	7 3 24	
	154	Ten Acre Field -	9 0 0	
	155	Garth - - -	5 1 0	
	156	Homestall - -	0 2 20	
	157	Horse Pasture -	3 2 0	
	158	Little Wood Field -	2 1 24	
	159	Back Field - -	5 2 13	
	160	Thirteen Acres -	11 3 0	
	161	Long Field - -	6 1 13	
	162	Three Acres - -	3 2 30	
	164	Low Plantation Field	6 0 10	
	165	Long Four Acres -	4 3 9	
	166	Little Four Acres -	4 1 19	
	167	Slightons - -	7 3 13	
	168	Low Great Field -	11 2 38	
				145 0 10
Tyreman, Samuel -	260	Garden - -	0 0 8	
	263	House - -	0 0 1	
				0 0 9
Teasdale, John -	265	House - -	0 0 1	
	270	Garden - -	0 0 8	
	280	Bakehouse - -	0 0 1	
				0 0 10
Whitfield, Ralph -	251	House and Garden -	0 1 8	
	491	Crofts - -	3 0 32	
				3 2 0
Woodlands (in hand)	56	- - -	0 0 16	
	57	- - -	0 0 20	
	70	- - -	1 3 37	
	71	- - -	1 0 5	
	72	- - -	0 0 36	
	80	- - -	1 0 0	
	82	- - -	1 1 15	
	85	- - -	2 3 6	
	90	- - -	0 0 4	
	92	- - -	1 1 36	
	94	- - -	1 0 28	
	96	- - -	2 2 38	
	99	- - -	0 0 30	
	100	- - -	0 0 20	
	102	- - -	0 0 20	
	104	- - -	0 0 32	
	106	- - -	1 0 4	
	108	- - -	0 0 20	
	110	- - -	0 0 22	

Park's Estate.

Occupiers.	Numbers referring to the Tithe Commutation Plan.	Name and Description of Lands and Premises.	Quantities in Statute Measure.			Total Quantities in each Occupation.		
			A.	R.	P.	A.	R.	P.
	112	- - -	0	0	4			
	114	- - -	0	0	12			
	115	- - -	1	3	0			
	117	- - -	0	0	36			
	119	- - -	7	2	13			
	121	- - -	0	1	21			
	125	- - -	0	1	30			
	129	- - -	0	3	17			
	131	- - -	0	2	25			
	133	- - -	0	1	12			
	135	- - -	0	3	0			
	141	- - -	18	1	20			
	142	- - -	5	3	20			
	146	- - -	5	3	34			
	150	- - -	2	0	0			
	163	- - -	0	0	28			
	169	- - -	0	1	20			
	171	- - -	1	2	0			
	177	- - -	0	2	9			
	181	- - -	0	1	23			
	183	- - -	1	0	10			
	188	- - -	1	1	12			
	189	- - -	0	1	8			
	194	- - -	0	0	6			
	195	- - -	0	0	8			
	197	- - -	0	0	6			
	198	- - -	0	0	20			
	200	- - -	0	0	6			
	201	- - -	0	0	6			
	212	- - -	0	0	18			
	216	- - -	0	3	30			
	221	- - -	0	1	2			
	222	- - -	0	1	32			
	226	- - -	0	3	0			
	282	- - -	0	0	26			
						69	3	23
		Total	-	-	-	760	0	13

Thomas Davison.

LONDON:
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