ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 30.

An Act to authorize the granting of Building Leases for long Terms of Years, of Parts of the Estates devised by the Will of *Joseph Peel* Esquire, deceased. [7th *August* 1854.]

Will of Joseph Peel Esquire, dated 25th May 1844.

WHEREAS *Joseph Peel*, late of *Knowlmere* in the County of *York*, Esquire, (now deceased,) herein-after called "the Testator," by his last Will and Testament in Writing, bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and forty-four, gave and devised all those his Freehold Hereditaments and Estates called *Knowlmere*, situate in the Parish of *Slaidburn* in the County of *York*, and all those his Freehold Hereditaments and Estates called or known as *Whiteberk* in the Parish of *Blackburn*, and *Antley* in the Parish of *Accrington*, both in the County of *Lancaster*, and all other the Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, and Estates, whatsoever and wheresoever, of or to which he was or should be seised or entitled, or which he could dispose of by his Will, in possession, reversion, remainder, or expectancy, (except Estates vested in him as a Trustee only, or by way of Mortgage and subject to Redemption,)

with their several Appurtenances, unto his Nephew *Robert Peel*, of *Churchbank* in the said County of *Lancaster*, (since deceased, one of the Sons of the Testator's late Brother *Robert*,) his Nephew *William Peel* of *Swinton* near *Manchester* in the said County of *York*, Esquire, (one of the Sons of the Testator's Brother *Giles*,) and his Nephew *William Accrington Peel*, therein named and described as *William Peel* of *Watlington* in the County of *Oxford*, Esquire, (one of the Sons of the Testator's Brother *Jonathan*,) and their Heirs, for ever, to the Uses following (but so that the Hereditaments, if any, which should not pass by his said Will by way of Appointment should and might stand so appointed to the Uses thereof directly, and so as to clothe such Uses with the legal Estate); that is to say, to the Use of the said Testator's Nephew *Jonathan Peel*, then of *Accrington House*, Esquire, (the eldest Son of the Testator's said late Brother *Robert Peel* Esquire, deceased,) and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during the Life of the said *Jonathan Peel*, in trust to preserve contingent Remainders, with Remainder to the Use of the Testator's Great Nephew *Robert Peel* (the then eldest Son of the said *Jonathan Peel*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during the Life of the said *Robert Peel* the Great Nephew, in trust to preserve contingent Remainders, with Remainder to the Use of the First and other lawful Sons of the said *Robert Peel* the Great Nephew, successively in Tail Male, with Remainder to the Use of the Second and every other Son of the Testator's said Nephew *Jonathan Peel* lawfully begotten or to be begotten during the Testator's Life, successively for their respective Lives, without Impeachment of Waste; and from and immediately after the Determination of the Estate thereby limited, to each such younger Son of the said *Jonathan Peel* born in the Testator's Lifetime, or *in ventre sa mere* at his Decease, by Forfeiture or otherwise in his Lifetime, to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during the Life of each such younger Son of the said *Jonathan Peel* born or *in ventre sa mere* as aforesaid, upon trust to preserve contingent Remainders; and from and after the Decease of each such younger Son of the said *Jonathan Peel* born during the Testator's Life, or *in ventre sa mere* at the Testator's Decease, to the Use of his First and every other Son successively in Tail Male, but so that the elder of the same Sons of the said *Jonathan Peel* born in the Testator's Lifetime, or *in ventre sa mere* at his Decease, and their First and other Sons, and the Heirs Male of their Bodies,

might

might always take before and be preferred to the younger of the Sons of the said *Jonathan Peel* born in the Testator's Lifetime, or *in ventre sa mere* at his Decease, and the Heirs Male of their respective Bodies, with Remainder to the Use of the Son and Sons of the said *Jonathan Peel* who should not be born during the Testator's Lifetime, or *in ventre sa mere* at the Time of his Decease, successively in Tail Male, with Remainder to the Use of the Second and every other younger Son of the Testator's said late Brother *Robert* severally and successively according to Priority of Birth and to their respective Sons and Issue Male, for the like Estates for Life, and in Tail Male, and in like Order and Course of Succession as were therein limited, as herein-before is mentioned, in favour of the said *Jonathan Peel* and his First and other Sons and their Sons and Male Issue respectively; and the Testator directed that if any Son or Sons of his Brother *Robert* were then dead, but of whom there should be a lawful Heir or Heirs Male living at the Testator's Death, then the Sons and other Issue Male of every such Son so deceased should take the same Estate or Estates for Life or in Tail Male respectively, and in the like Order or Place of Succession in the Settlement thereby made, as they would or might have done under the said Will if their respective Father or other Ancestor so deceased had survived the Testator or been living at the Date of the said Will, and subject, as to each of the younger Sons of his said Brother *Robert*, and their Sons (who by reason of having been born in the Testator's Lifetime, or being *in ventre sa mere* at his Decease, should take only an Estate for Life under the Limitations aforesaid), to the like Limitations to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during his Life, in trust to preserve contingent Remainders, with Remainder to the Use of the Testator's Brother *Giles Haworth Peel*, therein called *Giles Peel*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during his Life, in trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Giles Peel* then living and thereafter to be born, and their Sons and Issue Male respectively, and the Sons and Issue Male of any Son or Sons of his said Brother *Giles* who might be then dead leaving Issue Male, for the like Estates for Life and in Tail Male, and in like Order and Course of Succession (*mutatis mutandis*) as were therein limited, as herein-before is mentioned, in favour of the Sons of the Testator's said Brother *Robert*, and their Sons and Issue Male respectively, and to be subject, as to each of the Sons of his Brother *Giles*, and their Sons, who should take an Estate for Life only by virtue of such Limitations, to the like Limitations to the Use of the said *Robert Peel* the Nephew,

Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during his Life, in trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons then living of the Testator's Brother, *Jonathan Peel* Esquire, deceased, severally and successively according to Priority of Birth, and of their respective Sons and Issue Male, and of the Sons and Issue Male of any Son or Sons of his said Brother *Jonathan* who might be then dead, leaving Issue Male respectively, for the like Estates for Life and in Tail Male respectively, and in the like Order and Course of Succession (*mutatis mutandis*) as were therein limited, as herein-before is mentioned, in favour of the Sons of the Testator's Brother *Robert*, and their Sons and Issue Male respectively, and to be subject, as to each of the Sons of the Testator's Brother, *Jonathan Peel*, deceased, and their Sons respectively, who should take an Estate for Life only by virtue of such Limitations, to the like Limitations to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during his Life, in trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the Testator's Brother, *Bolton Peel* Esquire (deceased), severally and successively according to Priority of Birth, and of their respective Sons and Issue Male, and of the Sons and Issue Male of any Son or Sons of his said Brother *Bolton* who might be then dead, leaving Issue Male respectively, for the like Estates for Life and in Tail Male respectively, and in like Order and Course of Succession (*mutatis mutandis*) as were therein limited, as herein-before is mentioned, in favour of the Sons of the Testator's said Brother *Robert*, and their Sons and Issue Male respectively, and to be subject, as to each of the Sons of his said Brother *Bolton Peel*, and their Sons respectively, who should take an Estate for Life only by virtue of such Limitation, to the like Limitation during his Life, to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, in trust to preserve contingent Remainders, with Remainder to the Use of the Testator's said Brother, *William Peel*, and their Sons and Issue Male, and of the Sons and Issue Male of any Son or Sons of the Testator's said Brother *William* who might be then dead, leaving Issue Male respectively, for the like Estates for Life and in Tail Male, and in the like Order and Course of Succession (*mutatis mutandis*) as were therein limited, as herein-before is mentioned, in favour of the Testator's said Brother *William Peel*, and their Sons and Issue Male respectively, and to be subject, as to each of the Sons of his said Brother *William Peel*, and their Sons respectively, who should take an Estate for Life only by virtue of such Limitation, to the like Limitation during his Life, to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, in trust to preserve contingent Remainders, with Remainder to the Use of the Testator's said Brother, *William Peel* Esquire, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during the Life of the Testator's said Brother *William Peel*, in trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons then living and thereafter to be born of the Testator's said Brother, *William Peel*, and their respective Sons and Issue Male, and of the Sons and Issue Male of any Son or Sons of the Testator's said Brother *William* who might be then dead, leaving Issue Male respectively, for the like Estates for Life and in Tail Male, and in the like Order and Course of Succession (*mutatis mutandis*) as were therein limited, as herein-before is mentioned, in favour

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of the Sons of the Testator's said Brother *Robert*, and their Sons and Issue Male respectively, and to be subject, as to each of the said Sons of the Testator's said Brother *William*, and their Sons, who should take an Estate for Life only by virtue of such Limitation, to the like Limitation to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and their Heirs, during his Life, in trust to preserve contingent Remainders, with Remainder to the Use of the Testator's own right Heirs for ever; and in the said Will is contained a Proviso and Declaration, that it should be lawful for each and every Person who should from Time to Time be entitled to the Testator's said Freehold Hereditaments and Estates thereby settled, as herein-before is mentioned, as Tenant for Life or Tenant in Tail Male in possession thereof for the Time being, under the Uses and Limitations therein contained, as herein-before is mentioned, if of full Age, and during the Minority of any such Person, for the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and the Survivors and Survivor of them, and the Heirs of such Survivor, from Time to Time, by Indenture or Indentures duly executed, and referring or not referring to the Power now in recital, to demise or lease all or any Part or Parts of the Testator's said Freehold Hereditaments and Estates thereby settled, as herein-before is mentioned, unto any Person or Persons for any Term of Years not exceeding Twenty-two Years from the making thereof, so as that upon every such Lease there should be reserved the best and most improved Rent and Rents that could be reasonably obtained, without taking any Fine, Premium, or Foregift for the making thereof, and also in like Manner to demise or lease any Part or Parts of his said Hereditaments and Estates thereby settled, as herein-before is mentioned, which might be deemed proper for building upon, or were then built upon, or as might be deemed proper to be used or occupied as Yards, Courts, Gardens, Pleasure Grounds, or Conveniences to Buildings, (not exceeding Ten Acres to or with any One Messuage, Mill, Inn, or Public House,) for the Purpose of building upon, repairing, or otherwise permanently improving the same Premises, unto any Person or Persons for any Term of Years not exceeding Ninety-nine Years from the making of such Lease or Leases respectively; and also in like Manner to demise or lease all or any of the Mines and Minerals opened or to be opened in or under any Part of the said Testator's said Hereditaments and Estates thereby settled, as herein-before is mentioned, and any Lands or Hereditaments which might be suitable or convenient for making or creating any Furnaces, Engines, Tramroads, or other Roads, Way Leaves or other Conveniences, for the working of such Mines and Minerals, or any of them, or for the working of the Mines in the Lands of any other Person or Persons, and all or any Liberties or Powers requisite for working such Mine or

Mines, or disposing of the Produce thereof, or otherwise, for the Purposes aforesaid, or any of them, unto any Person or Persons for any Term or Number of Years not exceeding Thirty-one Years from the Time of making such Lease or Leases respectively, so as upon any Lease to be granted under either of the Two last-mentioned Powers there should be reserved and made payable the most improved Rent, Duty, or other Reservations that could under the Circumstances reasonably be expected for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so as there should be contained in any Lease to be made under any of the Powers aforesaid a Condition of Re-entry for Default of Payment of the Rent, Duty, or other Reservation thereby reserved, by the Space of Twenty-one Days or other reasonable Time after the same should become due, and so as the respective Lessees should execute Counterparts of the Leases, and thereby covenant for the due Payment or Render of the Rents or other Reservations, and should not be exempted by any express Words from Punishment for committing Waste, save so far as it might be necessary for the Purposes of any such building, repairing, improving, or mining Lease, or the Exercise of the Liberties and Powers incident thereto as aforesaid; and in the said Will is contained a Proviso and Declaration that it should be lawful for the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and the Survivors and Survivor of them, and the Heirs of such Survivor, at any Time or Times thereafter, at the Request of the Person who for the Time being should by virtue of the Limitations therein contained, as herein-before is mentioned, be entitled as Tenant for Life or in Tail Male in possession to the said Hereditaments and Estates therein-before settled, if such Person should be of full Age, or otherwise of the proper Authority of such Trustees or Trustee for the Time being, to make sale and dispose of, or convey in exchange for or in lieu of other Hereditaments to be situate in *England* or *Wales*, all and every or any Part or Parts of the Hereditaments therein-before settled, (except the said *Knowlmere* Estate or any of the Testator's Lands and Hereditaments situate in the Township of *Newton* in the County of *York*, which the Testator declared were not to be subject to the Power now in recital,) either entirely or in Parcels, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent in other Hereditaments, and subject to such Conditions as to Title or otherwise, as to them the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, or the Survivors or Survivor of them, or his Heirs, should seem reasonable, and by any Deed or Deeds duly executed to appoint the same Hereditaments to such Uses and in such Manner as should be requisite for effecting any such Sale or Exchange, discharged from all the Uses, Estates, Trusts, Powers, Limitations, and Provisoes of his said Will,

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(but without Prejudice to any Lease or Leases granted under the Powers aforesaid,) and also upon any such Exchange as aforesaid to receive or pay any Sum or Sums of Money for making the same equal; and the Testator further willed, that when all or any Part of the said Hereditaments should have been sold by virtue of the Power of Sale therein contained, as lastly herein-before mentioned, and also when any Sum or Sums of Money should be received for such Equality of Exchange as aforesaid, it should be lawful for the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, and the Survivors and Survivor of them, or the Heirs of such Survivor, with all convenient Speed, with the Consent in Writing of the Person who under or by virtue of his said Will would be for the Time being beneficially entitled to the Possession or Receipt of the Rents and Profits of the Hereditaments to be purchased as therein-after mentioned, if such Person should be of full Age, but if not, then of the proper Authority of the Trustees or Trustee for the Time being of his said Will, to lay out and invest all and every the Sum or Sums of Money which should arise by such Sale or Sales, and be received for Equality of Exchange as aforesaid, in the Purchase of other Manors, Messuages, Lands, or Hereditaments, of an Estate of Inheritance in Fee Simple, to be situate or arising in *England* or *Wales*, but not in *Ireland*, and also (if thought proper) of any Copyhold Lands or Tenements which might be lying intermixed with or contiguous to the same, or the Hereditaments thereby settled (the same respectively to be free from Incumbrances, except Quit Rents or other annual Payments in the Nature of perpetual Rentcharges, or usual or customary Rents and Services and Leases to Tenants or Occupiers); and moreover, that as well the Hereditaments so to be purchased, as such Hereditaments as might be received in Exchange as aforesaid, (subject to any Mortgage or Mortgages to be made thereof for securing any Money agreed to be given for Equality of Exchange as aforesaid,) should be assured and settled to, upon, for, and subject to the same Trusts and Purposes, Powers, Provisoes, and Directions, as were by the said Will limited and declared concerning the Hereditaments so sold or conveyed in Exchange as aforesaid, or as near thereto as Circumstances and the Tenure of the Property would then admit of; and further, that until the Monies arising by such Sale or Sales, Exchange or Exchanges, as last aforesaid, should be disposed of in manner therein and herein-before mentioned, it should be lawful for the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, or the Survivors and Survivor of them, or the Heirs of such Survivor, with such Consent as last aforesaid, or at their or his Discretion, as the Case should happen, to place out such Monies at Interest either in Stocks, Funds, or Securities of the *British* Government, or upon Real Securities in *England* or *Wales*, and from Time

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to Time to sell and call in all or any of such Stocks or Securities, and reinvest the Proceeds in or upon other Stocks or Securities of the like Nature, and so on *toties quoties;* and that the Interest and Dividends and annual Produce arising from such Stocks, Funds, or Securities should go and be paid to such Person or Persons and should be applied in such Manner as the Rents and Profits of the Hereditaments to be purchased therewith and settled as aforesaid would go and be applicable unto in case such Purchase and Settlement were actually made; and as to all the Testator's Copyhold or Customary Hereditaments and Estates, whatsoever and wheresoever, with the Appurtenances, he gave and devised the same unto and to the Use of the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, their Heirs and Assigns, for ever, upon, for, and subject to such Trusts and Purposes, Powers and Provisoes, as would best or most nearly correspond with the Uses, Trusts, Limitations, Powers, and Provisoes (including the said Powers of Sale and Exchange) expressed and declared in and by his said Will concerning the said Freehold Hereditaments and Estates, so far as the Rules of Law and Equity and the Nature of such Copyhold Estates would allow; and the said Testator gave and bequeathed unto the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, their Executors, Administrators, and Assigns, the Sum of Twenty-five thousand Pounds, to be appropriated as soon as might be after his Decease, either in Money, or Government Stocks or Funds, or Real Securities of that Amount or Value at the Time of appropriating the same, upon Trust as follows; (that is to say,) upon trust, as and when Opportunities should offer, with the previous Consent and Approbation in Writing of the Person for the Time being entitled as Tenant for Life or in Tail Male in possession, to his the said Testator's said Estate of *Knowlmere*, under the Uses or Limitations of his said Will, if such Person should be of full Age, but otherwise of the proper Authority and at the Discretion of the Trustees or Trustee thereof for the Time being, to lay out and invest the said Principal Sum in the Purchase of any Manors, Messuages, Lands, Tenements, or Hereditaments of any Estate of Inheritance in Fee Simple to be situate in *England*, and also (if thought proper) of any Copyhold Hereditaments and Tenements which should be lying intermixed therewith, or with his the Testator's said *Knowlmere* Estate, or any other of the Hereditaments therein settled, as herein-before is mentioned, or contiguous thereto, or convenient to be holden or enjoyed therewith respectively, the same to be free from Incumbrances, (except Quit Rents or other annual Payments in the Nature of perpetual Rentcharges, or usual and customary Rents and Services and Leases to Tenants or Occupiers,) and upon further trust to settle and assure or cause to be settled and assured

assured the Hereditaments so to be purchased to, upon, and for and subject to such and the same Uses, Trusts, and Purposes, Powers, Provisoes, and Directions, as were thereby expressed of and concerning his the Testator's said Estate called *Knowlmere*, or such of them as should be subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other intervening Accidents, and the Nature of such Copyhold Hereditaments (if any), would admit of; and the Testator thereby expressed his Will to be that the said Sum of Twenty-five thousand Pounds should bear Interest from his Decease, until the Payment or Appropriation thereof, after the Rate of Three Pounds Ten Shillings *per Centum per Annum*, and that the same, until laid out in the Purchase of Hereditaments as aforesaid, should be invested or continued by the Trustees or Trustee thereof for the Time being in the Public Stocks or Funds of *Great Britain*, or upon Government or Real Security in *England* or *Wales* (but not in *Ireland*), with Power for them or him to sell and change such Investments from Time to Time for others of the like Nature, and so on *toties quoties*, and that the Interest, Dividends, or annual Proceeds to arise from such Trust Money, Stocks, or Securities should go and belong to such Persons and be applicable in the same Manner as the Rents and Profits of the Hereditaments to be purchased therewith would go and be applicable according to his said Will if such Purchase had taken place; and the Testator appointed the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, Executors of his said Will; and in the said Will is contained a Declaration that the Receipt or Receipts or other Acquittances to be signed and given by the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, or the Survivors or Survivor of them, his Heirs, Executors, or Administrators, or their or his Assigns, or other the Trustees or Trustee of the said Will for the Time being, should be an absolute Discharge for all Monies, Stocks, Shares, or other Personal Estate to be paid or transferred over to them or him pursuant to the said Will, whether upon the Sale, Exchange, Calling in, or Conversion of his Real and Personal Estates, or of any Estates subject to the Uses or Trusts of the said Will, or on the calling in of any Trust Monies laid out upon Security or otherwise howsoever, and that the Purchaser or Purchasers or other Persons paying or making over the same should not afterwards be bound to see to the Application or answerable for the Loss or Misapplication thereof; and in the said Will is contained a Proviso and Declaration that if the said *Robert Peel* the Nephew, *William Peel* of *Swinton*, and *William Peel* of *Watlington*, or either of them, or any other Trustees or Trustee to be appointed as therein and herein-after mentioned, or their or any of their Heirs, Executors, or Administrators, should die, or refuse or become incapable to act in or be desirous of being discharged from the Trusts thereby reposed

reposed in them before the same should have been carried into execution, then and so often it should be lawful for the surviving or continuing or other Trustee or Trustees of the Premises the Trustee or Trustees whereof should so die, or refuse or become incapable to act, or desire to be discharged as aforesaid, by any Deed or Deeds duly executed to nominate and appoint any fit Person or Persons to be a new Trustee or Trustees in his or their Room, and that upon every such Appointment all the same Trust Estates and Premises should be transferred or assigned and assured so as to be vested in such new Trustee or Trustees alone, or jointly with such surviving or continuing Trustees or Trustee, his, her, or their Heirs, Executors, or Administrators respectively, to, upon, and for the Uses, Trusts, and Purposes thereby expressed and declared of and concerning the same, and that every such new Trustee to be appointed should and might, either before or after such Conveyance and Transfer of the Trust Premises should have taken place, act and assist in the Execution of the Trusts, Powers, and Authorities therein-before declared and contained, as fully and effectually as if originally appointed a Trustee of the said Will: And whereas the Testator afterwards made Two Codicils to his said Will, bearing Date respectively the Tenth Day of *June* One thousand eight hundred and forty-four, but he did not thereby revoke or alter his said Will so far as the same is herein-before recited: And whereas the Testator died on the Twenty-third Day of *June* One thousand eight hundred and forty-four, without having revoked or altered his said Will and Codicils, and the said Will and Codicils were duly proved by the said *William Peel* of *Swinton* in the Prerogative Courts of *Canterbury* and *York*: And whereas after the Testator's Death, and after the Death of the said *Robert Peel* the Nephew, the said *William Peel* of *Swinton* and *William Accrington Peel* were admitted Tenants of the Estate at *Antley* devised by the said Will, which was of Copyhold or Customary Tenure held of the Manor of *Accrington Newhold* in the County of *Lancaster*: And whereas soon after the Testator's Death the Sum of Twenty-five thousand and thirty-seven Pounds Fifteen Shillings and Sevenpence Three Pounds *per Centum* Consolidated Annuities, was appropriated or invested in the joint Names of the said Trustees to answer the said Sum of Twenty-five thousand Pounds by the said Will bequeathed as aforesaid: And whereas a Portion of the Copyhold or Customary Estate at *Antley* devised by the said Will was some Time since sold by the said Trustees, at the Request of the said *Jonathan Peel* the Testator's Nephew, to the *East Lancashire* Railway Company, for the Sum of Six hundred Pounds, the Balance of which Sum after Payment of certain Expenses was invested in the Purchase, in the Names of the said Trustees, of the Sum of Five hundred and ninety-two Pounds Six Shillings and Tenpence Three Pounds *per Centum* Consolidated Annuities,

Two Codicils dated 10th June 1844.

Annuities, making, together with the before-mentioned Sum of Twenty-five thousand and thirty-seven Pounds Fifteen Shillings and Sevenpence like Annuities, the Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence like Annuities: And whereas the said *Jonathan Peel*, the Nephew of the said Testator, is now in possession or receipt of the Rents and Profits of all the Estates devised by the said Will, (except the Portion so as aforesaid sold to the said Railway Company,) as Tenant for Life thereof, under the Uses or Limitations therein contained: And whereas the said *Jonathan Peel* the Nephew, on or about the Twenty-third Day of *August* One thousand eight hundred and thirty-eight, intermarried with *Mary Wilde*, and has Issue of such Marriage, *Robert Peel*, the Great Nephew named in the said Will, his eldest Son, who is now an Infant and a Bachelor: And whereas the said *Jonathan Peel* the Nephew has Two younger Sons, and no more, namely, *William Peel*, his Second Son, who was *in ventre sa mere* at the Testator's Death, and was born on the Eighteenth Day of *October* One thousand eight hundred and forty-four, and *Walter Spencer Peel*, his Third Son, who was born on the Twenty-fourth Day of *October* One thousand eight hundred and fifty, and they are both Bachelors: And whereas *Robert Peel*, deceased, the late Brother of the Testator named in his said Will, on or about the Sixth Day of *October* One thousand eight hundred and two, intermarried with *Nancy Peel*, and had Issue Seven younger Sons, and no more, namely, the said *Robert Peel* the Nephew, and *Thomas Peel*, *William Peel*, *Edmund Peel*, *John Peel*, *George Peel*, and *Augustus Peel*: And whereas the said *Robert Peel* the Nephew died without Issue Male on or about the Eighteenth Day of *August* One thousand eight hundred and forty-eight: And whereas the said *Thomas Peel* is also dead without Issue Male: And whereas the last-named *William Peel* is a Bachelor, and the said *Edmund Peel* has no Male Issue: And whereas the said *John Peel*, on or about the Fourteenth Day of *March* One thousand eight hundred and forty-three, intermarried with *Charlotte Louisa Frances Lloyd*, and has Issue One Son, and no more, namely, *St. Vincent Peel*, and he was born in the Testator's Lifetime, and is a Bachelor: And whereas the said *George Peel* is a Bachelor: And whereas the said *Augustus Peel* has no Issue Male: And whereas the Testator's said Brother, *Giles Haworth Peel*, on or about the Eighteenth Day of *December* One thousand eight hundred and four, intermarried with *Maria Halse*, and has had Issue Three Sons, and no more, namely, the said *William Peel* of *Swinton*, *George Henry Peel*, and *Edmund Yates Peel*: And whereas the said *William Peel* of *Swinton*, on or about the Thirteenth Day of *March* One thousand eight hundred and thirty-eight, intermarried with *Julia Whitworth*, and has Issue Six Sons, and no more, namely, *George Henry Peel*, who was born

born in the Testator's Lifetime, *Arthur Peel*, who was born on the Twelfth Day of *February* One thousand eight hundred and forty-five, and *Frederic Peel*, *Florence William Peel*, *Edmund Peel*, and *Robert Peel*, who were respectively begotten after the Testator's Death, all of which Six Sons are Infants and Bachelors: And whereas the said *George Henry Peel* and *Edmund Yates Peel* are respectively Bachelors: And whereas the Testator's said Brother, *Jonathan Peel*, deceased, on or about the Fifth Day of *June* One thousand eight hundred and fifteen, intermarried with *Elizabeth Tubb*, and had Issue Four Sons, and no more, namely, the said *William Accrington Peel*, *Edmund Yates Peel*, *Robert Bolton Wilde Peel*, and *John Henry Westcar Peel*: And whereas the said *William Accrington Peel*, on or about the Fourteenth Day of *December* One thousand eight hundred and forty-one, intermarried with *Anna Leaviss*, and has Issue Four Sons, and no more, namely, *Jonathan Peel*, who was born in the Testator's Lifetime, and *William Charles Peel*, *Lennox Greenslade Peel*, and *Thomas Augustus Peel*, who have been respectively begotten since the Testator's Death, all of which Four Sons are Infants and Bachelors: And whereas the last-named *Edmund Yates Peel* is a Bachelor: And whereas the said *Robert Bolton Wilde Peel*, on or about the Twentieth Day of *October* One thousand eight hundred and forty-three, intermarried with *Dora Morton*, and has Issue Three Sons, and no more, namely, *Robert William Peel*, *Charles Edmund Peel*, and *Hugh Morton Peel*, all of whom have been begotten since the Testator's Death, and are Bachelors: And whereas the said *John Henry Westcar Peel* has no Issue Male: And whereas the Testator's said Brother *Bolton Peel*, on or about the Twentieth Day of *March* One thousand eight hundred and seventeen, intermarried with *Elizabeth Isabella Peel*, and has had Issue Five Sons, and no more, namely, *Reginald Peel*, *Augustus Frederic Peel*, *Bolton Peel*, *Wildman Yates Peel*, and *Charles James Peel*: And whereas the said *Reginald Peel* and *Augustus Frederic Peel* have respectively no Issue Male: And whereas the said *Bolton Peel* the Son is dead without Issue Male: And whereas the said *Wildman Yates Peel*, on or about the Nineteenth Day of *February* One thousand eight hundred and fifty-two, intermarried with *Magdalene Susanna Peel*, and has Issue One Son, and no more, namely, *Reginald William Peel*, who has been begotten since the Testator's Death, and is a Bachelor: And whereas the said *Charles James Peel* has no Issue Male: And whereas the Testator's said Brother *William Peel*, on or about the Fifteenth Day of *April* One thousand eight hundred and eighteen, intermarried with *Ann Jane Steers*, and has had Issue Three Sons, and no more, namely, *Spencer Peel*, *Charles Steers Peel*, and *Francis William Peel*: And whereas the said *Spencer Peel*, in or about the Year One thousand eight hundred and forty-seven, intermarried in *Canada* with *Mary Wodsworth*, and has Issue One Son, and no more,

more, namely, *Frank Steers Peel*, who has been begotten since the Testator's Death, and is a Bachelor: And whereas the said *Charles Steers Peel* and *Francis William Peel* have respectively no Issue Male: And whereas the Testator was the Fifth Son of *Jonathan Peel*, deceased, by *Esther* his Second Wife, formerly *Esther Bolton*, Spinster, and the said *William Accrington Peel*, who is the eldest Son of *Jonathan Peel*, deceased, who was the eldest Son of the said *Jonathan Peel*, the Testator's Father, by his said Second Wife, was at the Testator's Death, and is, Testator's Heir at Law and by Custom: And whereas by an Indenture, bearing Date the First Day of *March* One thousand eight hundred and fifty-three, and made between the said *William Peel* of *Swinton* of the First Part, the said *William Accrington Peel* of the Second Part, *John Macdonald* of *Plas Ucha* in the County of *Carnarvon*, Esquire, and the said *Charles Steers Peel*, of the Third Part, and *George Wilde* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, of the Fourth Part, after reciting, among other things, the Death of the said *Robert Peel*, the Trustee, and that the said *William Accrington Peel*, being about to go abroad, was desirous of being discharged from the Trusts reposed in him by the said Will, it is witnessed that in exercise of the aforesaid Power or Authority to the said *William Peel* of *Swinton*, or to him and the said *William Accrington Peel*, for that Purpose given by the said Will, the said *William Peel* of *Swinton* and he and the said *William Accrington Peel* did nominate and appoint the said *John Macdonald* and *Charles Steers Peel* to be Trustees jointly with the said *William Peel* of *Swinton*, in the Room of the said *Robert Peel* deceased, and the said *William Accrington Peel*, for all the Purposes of the said Will and Codicils, or such of the same Purposes as were then subsisting or capable of taking effect; and by the Indenture now in recital, for the Considertions therein mentioned, all and singular the Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Estates whatsoever and wheresoever, by the Will and Codicils of the Testator given and devised, or expressed to be given and devised, unto the said *Robert Peel* deceased, *William Peel* of *Swinton*, and *William Accrington Peel*, and their Heirs, as herein-before is mentioned, and all and singular other the Freehold Hereditaments whatsoever, if any, then vested in them the said *William Peel* of *Swinton* and *William Accrington Peel* as Trustees under the Will of the Testator, with their Appurtenances, (except any Estates which were vested in them the said *William Peel* and *William Accrington Peel* as Trustees only, or by way of Mortgage, and subject to Redemption,) were granted and conveyed, or expressed to be granted and conveyed, by the said *William Peel* of *Swinton* and *William Accrington Peel* unto the said *George Wilde* and his Heirs, to the Uses, upon and for the Trusts,

Indenture, dated 1st of March 1853, appointing new Trustees.

Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, for, upon, with, under, and subject to which the same Hereditaments and Premises would then, under and by virtue of the Will of the Testator, stand and be limited or subject, in case the Indenture now in Statement had not been made and executed, and the said *John Macdonald* and *Charles Steers Peel* respectively had been originally made Trustees of the said Will instead of the said *Robert Peel* and *William Accrington Peel*, and accordingly the Names of the said *John Macdonald* and *Charles Steers Peel* had in the said Will been inserted throughout instead of the Names of the said *Robert Peel* and *William Accrington Peel* respectively: And whereas the said Copyhold Estates devised by the said Will have been, in pursuance of a Covenant in that Behalf contained in the said last-mentioned Indenture, duly surrendered to the Use of the said *William Peel* of *Swinton*, *John Macdonald*, and *Charles Steers Peel*, their Heirs and Assigns, upon the Trusts of the said Will, and the said *William Peel* of *Swinton*, *John Macdonald*, and *Charles Steers Peel* have been duly admitted thereunder: And whereas the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities has been duly transferred into the joint Names of the said *John Macdonald*, *William Peel* of *Swinton*, and *Charles Steers Peel*, in the Books of the Governor and Company of the Bank of *England*: And whereas the Particulars of such Parts of the said devised Estates as are subject to the Provisions of this Act are specified in the First and Second Schedules to this Act annexed: And whereas the *Whiteberk* Estate devised by the Testator's said Will is specified in the said First Schedule, and consists of Freehold Lands containing Forty-three Acres and One Perch, and the same is situate within the Municipal and Parliamentary Boundaries of the large and increasing Manufacturing Town of *Blackburn* in the said County of *Lancaster*: And whereas a considerable Stream of Water, called the *Knuzden Brook*, runs through the said *Whiteberk* Estate: And whereas the said Freehold Land at *Whiteberk* is all Pasture Land in the Occupation of Tenants: And whereas there are valuable Seams of Coal under the said *Whiteberk* Estate not yet worked: And whereas the said *Whiteberk* Estate being situate near the said Town of *Blackburn*, and abounding in Coal and other Mineral Products, and containing a Stream of Water, is well calculated for the Site and for the working of Mills and Factories, and for the Site of Dwelling Houses and other Buildings: And whereas the *Antley* Estate devised by the Testator's said Will (except the Portion so as aforesaid sold to the said Railway Company) is specified in the said Second Schedule, and consists of a Copyhold or Customary Farm and Tenement, and several Closes of Pasture Land, containing in all Sixty-three Acres One Rood and Nine Perches,

Perches, held of the Manor of *Accrington Newhold*, and the same is situate in the Township of *New Accrington* in the said County of *Lancaster*, close to or adjoining the Town of *Accrington*, in the Heart of a populous and improving District, where the most important Branches of the Cotton Manufacture have long flourished, being situate between the said Town of *Accrington* and *Church*, which is also becoming crowded with Manufactories and Buildings: And whereas the said *Antley* Estate would also be much improved in Value if it were let for the Sites of Buildings: And whereas a Practice has prevailed within the said Manor of *Accrington Newhold* of surrendering Lands held of the said Manor to the Use of Tenants for long Terms of Years for building Purposes, contemporaneous Deeds of Covenant being executed and referred to in such Surrenders containing Clauses and Provisoes ordinarily contained in Leases granted for building Purposes: And whereas both the said *Whiteberk* and *Antley* Estates are respectively situate in that Part of the said County of *Lancaster* where it is the universal Custom to let for long Terms, such as Nine hundred and ninety-nine Years and upwards, and in that Part of the County Tenants cannot be found who will take Land for building or improving Purposes for so short a Term as Ninety-nine Years: And whereas the Power of granting Building Leases contained in the Testator's said Will being limited to such Term of Ninety-nine Years, such Power cannot be acted on so far as respects the said *Whiteberk* and *Antley* Estates: And whereas it is probable that Opportunities may offer of investing to Advantage the Fund now consisting of the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, or some Part thereof, or some Money to arise under the Exercise of the aforesaid Power of Sale and Exchange contained in the said Will, in the Purchase of Lands contiguous to the said *Whiteberk* and *Antley* Estates respectively, or convenient to beheld therewith respectively, or elsewhere in the County of *Lancaster* or in the West Riding of the County of *York* where it is customary to let for such long Terms of Years as aforesaid: And whereas it would be greatly advantageous to the said *Jonathan Peel*, the Nephew, and all other Persons interested or who may hereafter become interested in the said devised Estates under or by virtue of the said Will of the said *Joseph Peel* deceased, that the said *Whiteberk* and *Antley* Estates specified in the Schedules to this Act should be let for building and improving Purposes, or for the Sites of Mills, and for longer Terms than authorized by the Testator's Will, and for that Purpose that effectual Powers to make such Leases should be granted; but the aforesaid Objects cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Jonathan Peel* (the Nephew of the Testator), on behalf of himself and

and his said Infant Sons, does 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:

Short Title.

I. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Peel*'s Estate Act, 1854."

Interpretation of Terms.

II. The following Word and Expressions used in this Act shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Trustees" shall mean the said *William Peel* of *Swinton*, *John Macdonald*, and *Charles Steers Peel*, or the Survivors or Survivor of them, or their or his Heirs, or the Persons or Person from Time to Time appointed under the said Will and Codicils to be Trustees in their respective Places:

The Expression "the Tenant in Possession" shall mean the said *Jonathan Peel*, the Nephew, during his Life, and after his Decease the Person or Persons entitled under the Limitations of the Will of the Testator to the Possession or to the Receipt of the Rents and Profits of the several Estates respectively specified in the Schedules to this Act annexed, or any Estates which may be purchased in the County of *Lancaster* or the West Riding of the County of *York*, with the Fund now consisting of the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, or any Part thereof, or with Monies arising under any Exercise of the Powers of Sale and Exchange contained in the said Will:

The Expression "the Freehold Estate" shall mean the Estate specified in the said First Schedule to this Act, and any Freehold Estates which may be purchased in the County of *Lancaster* or the West Riding of the County of *York* with the Fund now consisting of the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, or any Part thereof, or with any Monies arising under any Exercise of the aforesaid Powers of Sale and Exchange:

The Expression "the Copyhold Estate" shall mean the Estate specified in the said Second Schedule to this Act, and any Copyhold or Customary Estates held of the said Manor of *Accrington Newhold*, or any other Manor in the County of *Lancaster*, or of any Manor in the West Riding of the County of *York*, which may be purchased with the Fund consisting of the said Sum of Twenty-five

Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, or any Part thereof, or with Monies arising under any Exercise of the aforesaid Powers of Sale and Exchange.

Power to lease for building and improving Purposes.

III. The Tenant in Possession may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Freehold Estate, with or without any Portion of the said Brook or Stream of Water which may be near or adjoining the Premises to be leased, and the Ground and Soil of any Portion of such Brook or Stream, to any Person or Persons willing substantially to erect or improve any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Freehold Estate not for the Time being built on, or willing to annex any Part of the Freehold Estate for Gardens, Pleasure Grounds, Yards, Courts, Reservoirs, or other Conveniences to any Building or Construction on any adjoining Lands, or to be used with any adjoining Lands, or otherwise to improve the Freehold Estate or any Part thereof.

Terms of Leases.

IV. Any such Lease may be made for any Term of Years absolute, not exceeding One thousand Years, but only in consideration of the best yearly Rent which can be reasonably obtained for the same, to be incident to the Reversion, and to be made payable half-yearly, or more often, and without Fine or Premium.

Rents may increase periodically.

V. The yearly Rent reserved in any such Lease may be made to commence on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and such Rent may increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the Tenant in Possession, having regard to the Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years after the Day of the Date of the Lease.

Power to grant Liberties as hereinafter mentioned, for building Purposes.

VI. The Tenant in Possession may from Time to Time, if and as he may think advantageous, grant to the respective Lessees, their respective Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; to wit,

1. Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Uses or Purposes:

2. Liberty to set out and allot any Part of the Lands leased as and for the Sites of Markets, Squares, Crescents, Terraces, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Lands, or for the general Improvement of the Property:

3. Liberty to make, lay, or use, in or under any Part not then already leased of the Freehold Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Freehold Estate will authorise) any Part then already leased of the Freehold Estate, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or any future Buildings or Constructions, and to use the Water of the said Brook or Stream:

4. Liberty to dig, take, and carry away, unmanufactured, in and out of the Land leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove:

5. Liberty to get, dig, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of the Land leased, or any Part thereof, or any Land adjoining or near thereto, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving the Freehold Estate, or for such other Purposes as shall be agreed upon:

6. Liberty to fell, lop, or cut and carry away, and use any Timber and other Trees, Shrubs and Plants on the Lands leased:

7. Liberty to alter and reconstruct all or any Part of any Building or Construction comprised in any Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Tenant in Possession, or his Successors in Estate, or his or their Surveyor or Agent:

8. Easements of Ways, Waters, Drainage, and Lights, and other Easements over, in, through, or affecting any Part not then already leased of the Freehold Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Freehold Estate will authorize), any Part then already leased of the Freehold Estate:

9. Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Tenant in Possession may think reasonable.

Reservations herein mentioned may be made in Leases.

VII. The Tenant in Possession may from Time to Time, if and as he shall think advantageous, make in the Leases all or any of the following Reservations; to wit,

1. Reservations

1. Reservations of Rights or Powers for the Tenant in Possession or his Successors in Estate, and the Owners, Lessees, and Occupiers from Time to Time of any other Parts of the Freehold Estate, or any of those Parties respectively, from Time to Time to make, lay, and use in and under any Part of the Lands leased any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:
2. Reservations of Rights or Powers for the Tenant in Possession or his Successors in Estate and the Owners from Time to Time of any other Parts of the Freehold Estate, or any of those Parties respectively, to grant to the Lessees of any other Parts of the Freehold Estate any Easements of Ways, Waters, Drainage, and Rights and other Easements over, in, through, under, and affecting the Lands leased:
3. Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as the Tenant in Possession shall think reasonable:
4. Any other Reservations usual or proper in Leases for like Purposes, or which the Tenant in Possession may think reasonable.

Covenants in Leases as to Repairs and laying out Lands.

VIII. The Leases respectively may, as the Tenant in Possession may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making or keeping in repair, ornamenting or embellishing of any Squares, Crescents, Terraces, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the Estate, and either with or without Covenants or Stipulations by or on the Part of the Tenant in Possession or any Person beneficially interested in the Estate, as to the Mode in which any Part of the Freehold Estate shall be laid out, built upon, and improved.

Covenants herein mentioned to build, &c., to be contained in Leases.

IX. There shall be contained in the Leases respectively the following Covenants by the respective Lessees; to wit,

1. In every Lease in which no Buildings shall be particularly specified, a Covenant within a given Period, or within several given Periods to be stated in such Lease, to expend at the least a stated Sum, or several stated Sums, in the Erection of Buildings on the Lands leased, or some Part thereof, to the Satisfaction of the Tenant in Possession, or his Successors in Estate, or his or their Surveyor or Agent, and to produce to the Tenant in Possession, or his Successors in Estate, or to his or their Surveyor or Agent, sufficient

sufficient Vouchers for such Expenditure, and to keep in repair the Buildings so erected:

2. In every Lease for the Purpose of having any specified Building or Construction made thereon, a Covenant to make and finish within a Time therein for the Purpose specified, and to keep in repair, the Building or Construction agreed to be made:
3. In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, or rebuild within a Time therein for that Purpose specified, and to keep in repair, the Building or Construction agreed to be improved, repaired, or rebuilt:
4. In every Lease for any other Improvement, a Covenant to make such Improvement within a Time for that Purpose specified.

Covenants herein mentioned, to pay Rent, &c., to be contained in Leases.

X. There shall also be contained in the several Leases respectively the following Covenants by the respective Lessees; to wit,

1. A Covenant for the Payment of the yearly Rent:
2. A Covenant for Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever, (except only Landlord's Property Tax or Income Tax,) affecting or to affect the Lands leased:
3. A Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or One of the substantial Offices for Insurance in *London* or *Westminster*, or in the County of *Lancaster* or in the County of *York*, to be approved of by the Tenant in Possession or his Successors in Estate:
4. A Covenant to lay out the Money received by virtue of such Insurance, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire:
5. A Covenant to yield up, on the Expiration or other sooner Determination of the Term, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition.

Lease to contain Power for Re-entry on Non-payment of Rent or Breach of Covenants.

XI. There shall be contained in the Leases respectively a Power for the Tenant in Possession, or his Successors in Estate, to re-enter and receive Rents and Profits, or to re-enter absolutely for Nonpayment of the yearly Rent reserved, or for any Breach of the Covenants by the Lessee or of any One or more (in that Behalf agreed upon, and in the Lease specified) of those Covenants.

XII. There

Provisoes, &c., which may be contained therein.

XII. There may be contained in the Leases respectively Powers, Conditions, Covenants, or Provisoes for the following Purposes; to wit,

1. That Breach of any of the Covenants by the Lessee (except the Covenant for the Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except), shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain unpaid for the Space of Forty Days after the assessing of such Costs:
2. That in case of Breach of any Covenant by the Lessee to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Tenant in Possession or his Successors in Estate may insure, rebuild, repair, or reinstate any such Buildings or Constructions according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating by Entry on the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:
3. Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which the Tenant in Possession may think reasonable.

Contracts for Leases for Building Purposes may contain Agreements herein mentioned.

XIII. The Tenant in Possession may from Time to Time enter into Contracts in Writing for leasing, according to the Provisions of this Act, any Part of the Freehold Estate, and such Contracts respectively may contain all or any of the following Agreements:

1. An Agreement that when or as any of the Improvements on the Land agreed to be leased are duly made according to the Contract, that Land or any Part thereof shall be by the Tenant in Possession or his Successors in Estate leased according to the Contract to the Person contracting to take the same, his Executors, Administrators, or Assigns, and in such Parcels, and under such Portions of the yearly Rent specified in the Contract, as are specified in the Contract, or if not so specified, as are by the Tenant in Possession or his Successors in Estate thought proper, but so that if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the estimated clear yearly Rack-rent Value of the

Land comprised in the Lease when built on, and otherwise improved and fit for Habitation and Use:

2. An Agreement that the full yearly Rent specified in the Contract may be (either by a Surveyor or by a Referee or otherwise) apportioned between Parts of the Lands therein comprised:

3. An Agreement that the yearly Rent specified in the Contract and thereby made payable, may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent as the Tenant in Possession, having regard to the Quantity of Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract:

4. An Agreement that when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified.

Contracts to contain Conditions therein mentioned.

XIV. In every such Contract there shall be contained Clauses or Conditions to the following Effect; to wit,

1. That the Tenant in Possession or his Successors in Estate may vacate the Contract, and re-enter upon the Land therein comprised, if such a Sum as therein specified in that Behalf shall not within the Period or Periods prescribed by the Contract be expended by the Person to whom the Lease is to be made, or (as the Case may be) may vacate the Contract as to, and re-enter upon, such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not, within a reasonable Time therein expressed, improved as thereby stipulated:

2. That the Person to whom the Lease ought, according to the Contract, to be made shall, within a reasonable Time therein expressed, accept such Lease and execute a Counterpart or Duplicate thereof, and pay the reasonable Charges of preparing the Lease and the Counterpart or Duplicate respectively:

3. That in default of such Acceptance, Execution, or Payment, the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

XV. Every

Leases in pursuance of such Contracts.

XV. Every such Contract shall (except as by this Act otherwise provided) be carried into effect by a Lease or by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts.

XVI. The Tenant in Possession may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that that Contract be (when so added to, explained, or altered) conformable to the Provisions of this Act.

General Terms of Contracts.

XVII. The Contracts with respect to Leases respectively which the Tenant in Possession may from Time to Time make may (except as by this Act otherwise provided) contain all such Terms and Conditions as he may think advantageous, and he or his Successors in Estate may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously as he may think advantageous, any such Contract or any of the Terms or Conditions thereof: Provided always, that any such Contract shall not contain any Term or Condition obligatory on the Tenant in Possession, or any of his Successors in Estate, to which he may not be by this Act authorized to give effect by or in a Lease.

Conditions of Re-entry may be restricted to Part of the Lands.

XVIII. Any Lease of any Part of the Freehold Estate, or any Contract for any such Lease, shall not be void, defeasible, or questionable, on the ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms, or by virtue of this Act, restricted to that Part of the Lands leased or contracted so to be, where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of such Lands.

Conditions of Re-entry to be apportionable.

XIX. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease, or any such Contract, as to Part only of the Lands leased or contracted so to be, and notwithstanding the Assignment, Surrender, or Relinquishment of Part only of the Lands leased or contracted so to be, the Condition or Right of Re-entry, and other (if any) the Conditions of such Lease or Contract, shall remain and be in full force as to such Parts of those Lands as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable, and shall have effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

XX. Any

Underleases not to be forfeited for Non-payment of Rent, &c., for Lands not comprised therein.

XX. Any Underlease of any Part of the Lands comprised in any original Lease shall not be liable to Forfeiture or to the Operation of any Condition or Right of Re-entry on Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Underlease or some Part thereof, and any such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall not work a Forfeiture, or give a Right of Re-entry, with respect to any Land comprised in the original Lease and not comprised in the Underlease, and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned, so as to have distinct and exclusive Operation with respect to the Part not comprised in such Underlease as if the original Lease had originally comprised the said respective Part alone.

Leases good notwithstanding any Defect in Contracts.

XXI. Every Lease respectively under this Act shall be deemed duly made, notwithstanding it was preceded by a Contract not in due accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease itself be conformable to this Act.

Contracts not to form part of the Titles to Leases.

XXII. After a Lease is made in conformity with the Provisions of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or Equity to the Benefit of the Lease.

Lands of which Possession recovered may be again disposed of.

XXIII. Whenever the Possession of the Freehold Estate, or any Part thereof, leased under this Act, or contracted so to be, is by the Tenant in Possession or his Successor in Estate resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Powers of this Act as to Leases of Copyhold Estate.

XXIV. All the Powers, Authorities, and Provisions herein-before contained in the Case of or with reference to Leases of the Freehold Estate or Contracts for such Leases, shall, so far as the Nature of the Case will admit, extend and be applicable to the Copyhold Estate and Leases thereof and Contracts for such Leases, save only that such Leases shall be effectuated by Surrender according to the Custom of the Manor of which the Lands leased are held, and by Deeds of Covenant executed contemporaneously therewith and referred to therein; and that the Powers and Authorities which, with respect to the Freehold Estate, are exercisable by the Tenant in Possession, shall, with respect

to

to the Copyhold Estate, be exercisable by the Trustees at the Request and by the Direction of the Tenant in Possession, if of full Age, and during the Minority of the Tenant in Possession by the Trustees alone.

Power to confirm void or voidable Leases.

XXV. The Tenant in Possession or his Successors in Estate, from Time to Time, if he or they shall think fit, may confirm any Lease purporting to have been made under this Act, in any Case in which, for some technical Error or Informality in making or executing it, such Deed is thought void or voidable, and may make in lieu of any such Lease thought void or voidable a Lease in accordance with this Act, but only for the same or the like Term, Estate, or Interest, or (as the Case may be) the then Residue thereof, and at the same or the like yearly Rent or Reservations, and with and under the same or the like Reservations, Covenants, Powers, and Provisions, as were or were intended to be respectively granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

No Fines to be taken for such Confirmations.

XXVI. Provided always, That no Fine, Premium, or Foregift shall be taken for making such Confirmation of a Lease thought void or voidable.

Counterparts or Duplicates to be executed.

XXVII. A Counterpart or Duplicate of every Lease or Deed of Covenant under the Provisions of this Act shall be executed by the Lessee and delivered to the Tenant in Possession or the Trustees.

Powers of this Act may be exercised during Minority of Tenant in Possession.

XXVIII. During the Minority of the Tenant in Possession all the Powers and Authorities hereby given to or vested in the Tenant in Possession may be exercised by the Trustees, and all the Provisions herein-before contained in the Case of or with reference to the Exercise of such Powers or Authorities by the Tenant in Possession shall, during the Minority of the Tenant in Possession, be applicable (as far as may be) to such Exercise by the Trustees of the same Powers and Authorities respectively.

Power to accept Surrender.

XXIX. The Tenant in Possession or the Trustees from Time to Time, if he or they think fit, may accept a Surrender of any Lease of any Part of the Freehold or Copyhold Estates subsisting at the passing of this Act, or of any Lease made under the Provisions of this Act.

As to Costs and Expenses of Act.

XXX. That the Trustees shall, out of the said Fund now consisting of the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, pay all the Costs, Charges, and Expenses of

of preparing for and obtaining this Act or incidental thereto, when taxed pursuant to "The House of Lords Costs Taxation Act, 1849:" Provided always, that the said Trustees shall, from and after the Eighth Day of *July* One thousand eight hundred and fifty-nine, out of the Dividends, Interest, Rents, or annual Produce of the said Sum of Twenty-five thousand six hundred and thirty Pounds Two Shillings and Fivepence Three Pounds *per Centum* Consolidated Annuities, or any Investment thereof, yearly and every Year until the Sum paid for the said Costs, Charges, and Expenses of this Act shall be paid off, retain and invest One Thirtieth Part of the total Amount of such Costs in the Manner and upon the Trusts provided in the said Will as to the Sum of Twenty-five thousand Pounds thereby directed to be appropriated, until the whole Amount shall be discharged.

Act not to revoke Powers, &c.

XXXI. This Act shall not, nor shall any thing herein contained, revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers created or limited by the said Will and Codicil of the Testator, or any of them, except so far as the same respectively may be defeated by the Exercise or Execution of any of the Powers or Provisions of this Act.

General Saving of Rights.

XXXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators and Assigns, other than and except the several Persons by this Act expressly excepted out of this General Saving, all such Estate, Right, Title, and Interest of, in, or out of the Freehold and Copyhold Estates, or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or would or might have had in case this Act were not passed.

Exception to General Saving.

XXXIII. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, (to wit,) the said *Jonathan Peel* (the Nephew of the Testator), the said *Robert Peel* (the Great Nephew of the Testator), the First and other Sons of the said *Robert Peel* (the Great Nephew), and the Heirs Male of their respective Bodies, the said *William Peel*, the Second Son of the said *Jonathan Peel* (the Nephew), the First and other Sons of the last-named *William Peel*, and the Heirs Male of their respective Bodies, the said *Walter Spencer Peel*, and the subsequent Sons of the said *Jonathan Peel* (the Nephew), and the Heirs Male of their respective Bodies, the said *William Peel*, Son of the said *Robert Peel* (the Testator's Brother), the First and other Sons of the same *William Peel*, and the Heirs Male of their respective Bodies, the said *Edmund*

Edmund Peel, Son of the said *Robert Peel* (the Testator's Brother), First and other Sons of the same *Edmund Peel*, and the Heirs Male of their respective Bodies, the said *John Peel*, the said *St. Vincent Peel*, the First and other Sons of the said *St. Vincent Peel*, and the Heirs Male of their respective Bodies, the subsequent Sons of the said *John Peel*, and the Heirs Male of their respective Bodies, the said *George Peel*, Son of the said *Robert Peel* (the Testator's Brother), the First and other Sons of the same *George Peel*, and the Heirs Male of their respective Bodies, the said *Augustus Peel*, the First and other Sons of the said *Augustus Peel*, and the Heirs Male of their respective Bodies, the said *Giles Haworth Peel*, the said *William Peel* of *Swinton*, the said *George Henry Peel*, Son of the said *William Peel* of *Swinton*, the First and other Sons of the last-named *George Henry Peel*, and the Heirs Male of their respective Bodies, the said *Arthur Peel* and the Heirs Male of his Body, the First and other Sons of the said *Arthur Peel* and the Heirs Male of their respective Bodies, the said *Frederic Peel*, *Florence William Peel*, *Edmund Peel* (Son of the said *William Peel* of *Swinton*), *Robert Peel* (Son of the same *William Peel*), and the subsequent Sons of the said *William Peel* of *Swinton*, and the Heirs Male of their respective Bodies, the said *George Henry Peel*, the First and other Sons of the said *George Henry Peel*, and the Heirs Male of their respective Bodies, the said *Edmund Yates Peel*, Son of the said *Giles Peel*, the First and other Sons of the same *Edmund Yates Peel*, and the Heirs Male of their respective Bodies, the said *William Accrington Peel*, the said *Jonathan Peel*, Son of the said *William Accrington Peel*, the First and other Sons of the same *Jonathan Peel*, and the Heirs Male of their respective Bodies, the said *William Charles Peel*, *Lennox Greenslade Peel*, *Thomas Augustus Peel*, and the subsequent Sons of the said *William Accrington Peel*, and the Heirs Male of their respective Bodies, the said *Edmund Yates Peel*, Son of the Testator's Brother *Jonathan Peel*, the First and other Sons of the same *Edmund Yates Peel*, and the Heirs Male of their respective Bodies, the said *Robert Bolton Wilde Peel*, the said *Robert William Peel*, *Charles Edmund Peel*, *Hugh Morton Peel*, and the subsequent Sons of the said *Robert Bolton Wilde Peel*, and the Heirs Male of their respective Bodies, the said *John Henry Westcar Peel*, the First and other Sons of the said *John Henry Westcar Peel*, and the Heirs Male of their respective Bodies, the said *Reginald Peel*, the First and other Sons of the said *Reginald Peel*, and the Heirs Male of their respective Bodies, the said *Augustus Frederic Peel*, the First and other Sons of the said *Augustus Frederic Peel*, and the Heirs Male of their respective Bodies, the said *Wildman Yates Peel*, the said *Reginald William Peel*, and the subsequent Sons of the said *Wildman Yates Peel*, and the Heirs Male of their respective Bodies, the said *Charles James Peel*,

Peel, the First and other Sons of the said *Charles James Peel*, and the Heirs Male of their respective Bodies, the Testator's Brother *William Peel*, the said *Spencer Peel*, the said *Frank Steers Peel*, Son of the said *Spencer Peel*, and the subsequent Sons of the said *Spencer Peel*, and the Heirs Male of their respective Bodies, the said *Charles Steers Peel*, the First and other Sons of the said *Charles Steers Peel*, and the Heirs Male of their respective Bodies, the said *Francis William Peel*, the First and other Sons of the said *Francis William Peel*, and the Heirs Male of their respective Bodies, the right Heirs at Law and by Custom of the Testator, the said *William Peel* of *Swinton*, *John Macdonald*, and *Charles Steers Peel*, their Heirs, Executors, and Administrators, in their Capacity of Trustees of the Will and Codicils of the Testator, and all and every other Person and Persons on or to whom any Estate, Right, Title, or Interest at Law or in Equity, of, in, to, or out of the Estates devised by the said Will and Codicils of the Testator, or the Money thereby directed or authorized to be laid out in the Purchase of Estates to be settled to the Uses thereof, shall have been devised, bequeathed, or limited, or shall have devolved or descended, or shall devolve or descend.

As to Consents of W. Peel, A. Peel, G. H. Peel, W. A. Peel, and S. Peel.

XXXIV. And whereas the said *William Peel*, *Augustus Peel*, *George Henry Peel*, *William Accrington Peel*, and *Spencer Peel*, are at present respectively abroad, and unable to attend and give their Consent to this Act, and their Consent to this Act has not been proved: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *William Peel*, *Augustus Peel*, *George Henry Peel*, *William Accrington Peel*, and *Spencer Peel* respectively, or against their respective Sons, or the Heirs Male of the respective Bodies of such Sons respectively, or against any Person or Persons claiming by, from, through, or under them respectively, until the said *William Peel*, *Augustus Peel*, *George Henry Peel*, *William Accrington Peel*, and *Spencer Peel* respectively shall signify their Consent to this Act by Writing under their respective Hands, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *William Peel*, *Augustus Peel*, *George Henry Peel*, *William Accrington Peel*, and *Spencer Peel* respectively, and their respective Sons, and the Heirs Male of the respective Bodies of such Sons respectively, and all and every Persons and Person claiming or to claim by, from, through, or under them respectively, as if such Consent had been obtained and proved before the passing of this Act; and such

Consents

Consents respectively may be given in the Form or to the Effect following, namely,

'I, William Peel, of [*or* I, Augustus Peel, of], [*or* I, George Henry Peel, of], [*or* I, William Accrington Peel, of , on behalf of myself and my Infant Sons], [*or* I, Spencer Peel, of , on behalf of myself and my Infant Son,] do hereby consent to an Act of Parliament passed in the Session of Parliament holden in the Seventeenth and Eighteenth Years of the Reign of Queen Victoria, intituled "An Act to authorize the granting of Building Leases for "long Terms of Years of Parts of the Estates devised by the Will "of Joseph Peel, Esquire, deceased." Given under my Hand this Day of , 185 .'

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

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

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

Description of Property.	Tenants Names.	Statute Measure.	Township, Parish, and County.
		A. R. P.	
Bleachworks, Land, and 4 Cottages -	James Barnes and Brothers - -	20 3 6	Township of Blackburn, Parish of Blackburn and County of Lancaster.
House, Meadow, and Pasture Land -	James Smith - -	5 3 11	Ditto.
Meadow and Pasture Land - - -	John Grimshaw -	16 1 24	Ditto.
Public House and Garden - -	Ditto ditto - -	- - -	Ditto.
3 Cottages - -	Ditto ditto - -	- - -	Ditto.
Cottage - -	Thomas Haworth -	- - -	Ditto.
Ditto - - -	Ann Feilding - -	- - -	Ditto.
		43 0 1	

John Moore.

THE SECOND SCHEDULE.

Pasture and Meadow Land - - -	Robert Anderson -	44 2 15	Township of New Accrington, Parish of Whalley and County of Lancaster.
Ditto Ditto	John Stevenson -	14 3 37	Ditto.
Meadow Land - -	Richard Roscow -	1 3 18½	Ditto.
Cottage - - -	James Dixon - -	- - -	Ditto.
Cottage and Garden	Joseph Briggs -	- - -	Ditto.
Ditto Ditto	Thomas Highton -	- - -	Ditto.
Ditto Ditto	Betty Hawarth -	- - -	Ditto.
Ditto Ditto	William Peel - -	- - -	Ditto.
Ancient Mansion House divided into Cottages.			
Cottages and Garden	Jno. Taylor - -	- - -	Ditto.
Ditto Ditto	Joseph Jennings -	- - -	Ditto.
Ditto Ditto	James Broderick -	- - -	Ditto.
Ditto Ditto	Jane Ellison - -	- - -	Ditto.
Ditto Ditto	John Heap - -	- - -	Ditto.
Ditto Ditto	Abraham Marshall -	- - -	Ditto.
Sites of the Cottages and Gardens.			
		63 1 9	

John Moore.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.