CHAPTER 6.

An Act to confer upon the Trustees of the Will and Codicil of the late Charles Scarisbrick, deceased, further powers of Leasing and powers of Partition and Sale and Exchange, and other powers for the Management and Improvement of the Estates subject to such Will and Codicil; and for other purposes. [2d August 1877.]

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Will of Charles Scarisbrick, Esq., dated 28th Feb. 1857.

WHEREAS Charles Scarisbrick, late of Scarisbrick Hall, in the county of Lancaster, Esquire (herein-after called the said testator), duly made his will, bearing date the twenty-eighth day of February one thousand eight hundred and fifty-seven, in the words and figures following; (that is to say,)

WILL.

I, Charles Scarisbrick, do declare this to be my last will and testament, and hereby appoint my worthy friends William Hawkshead Talbot and Thomas Part to execute the same. All my property, real and personal, I give and bequeathe to said William Hawkshead Talbot and Thomas Part for the purposes following: plate, pictures, bronzes, carvings in wood or ivory, books, prints, drawings, and all other articles of personalty to be sold by auction at the Hall or in London at Christie's; to call in all moneys due to me, and their receipts shall be sufficient discharge; to receive the sums for which my life is insured; to balance my bankers account; pay my funeral expenses, not exceeding two hundred pounds; pay off all debts due from me, all mortgages and incumbrances; the residue moneys to be invested in the British national funds until an advantageous investment in lands shall offer; the interest arising from the moneys aforesaid, and the rents arising from land, buildings, mines, and other sources, are to be employed to pay three thousand pounds annually to my son William Scarisbrick,

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three thousand pounds annually to my son Charles Scarisbrick, and three thousand pounds to my daughter Mary Ann Scarisbrick annually, at their usual place of abode, eleven, Suffolk Street, London, or elsewhere; to my housekeeper, Mary Ann Braithewaite, three hundred and sixty-five pounds annually, free from any tax or deduction; to my housekeeper, Mary Holcroft, one hundred pounds annually; to my housekeeper, Mrs. Hyde, one hundred pounds annually; to William Perith, valet, thirty pounds annually; if after payment of the above-named sums there should be a residue, then from that residue William Hawkshead Talbot and Thomas Part may take annually for their own use five hundred pounds each; should any surplus then remain it should go to the repair of buildings and farmhouses to the annual outlay not exceeding five hundred pounds, and the remainder, if any, equally divided among my three children before named; the amount of any annuity ceasing by death of the party is to be divided equally among my children above named; these annuities may be paid by quarterly or half-yearly instalments, as required by the annuitants.

Codicil dated 11th Oct. 1859.

And whereas the said testator duly made a codicil to his said will, which codicil bore date the eleventh day of October one thousand eight hundred and fifty-nine, and was in the words and figures following; (that is to say,)

The following instructions and dispositions are to be considered as embodied in my will: all estates which I have bought in Scarisbrick, Halsall, and Downholland to be offered to the owner of the Scarisbrick Estate at the prices I paid, with costs of transfer added, excepting Orrells Estate, in Downholland, for which twenty thousand pounds must be required; on the same conditions, all estates which I have purchased joining to the Wrightington Estate may be bought by the owner of that estate, but all mines to be reserved with rights of road and all other privileges requisite for working the same; the lands gained by exchange with Sir Thomas Hesketh in the year 1859 are to be valued and sold at two hundred pounds per large acre; it might be desirable to allow time for purchase to the owners of the Scarisbrick and Wrightington estates, and they may obtain that delay by taking a farming lease of the whole for a few years, undertaking for this privilege to keep buildings, premises, and lands in good order and repair, without diminution of the stipulated rent for such outlay; the rents not to be less than those received at my

decease; the executors to continue and encourage sales or leases of building land in Southport and Meols, and to invest the money in English three per cent. Consols, or lend on mortgage of approved security, namely, agricultural land, estimated at the usual agricultural rent, but not to be invested in mines, works, buildings, or building land, or commercial enterprise. The succession of my children, as named in the body of my will, I now alter to the following: as to one undivided third on eldest son for life, remainder to his first and other sons in tail male; to his first and other sons in tail general; remainder to his daughters equally, with cross remainders in tail; in moieties, between younger son and daughter and their issue in like manner, with cross remainders between them and their issue; as to another undivided third a similar settlement, taking younger son first; as to the other undivided third, a similar settlement, taking daughter first, ultimate remainder in the entirety to my right heirs: my daughters portion & inheritance to be free of marital control.

And whereas the said testator died on the sixth day of May one thousand eight hundred and sixty without having revoked or altered his said will save by his said codicil, and without having revoked or altered his said codicil, and such will and codicil were duly proved by the said William Hawkshead Talbot and Thomas Part in Her Majesty's Court of Probate:

And whereas the said testator left his three sisters, namely, Dame Anne Hunloke, widow (who afterwards took the name of Scarisbrick), Elizabeth (commonly called Eliza) Clifton, widow (who afterwards took the name of Dicconson), and Catherine Eccleston, spinster, his co-heiresses-at-law, and all since deceased:

Will of Elizabeth Dicconson.

And whereas the said Elizabeth Dicconson, by her then name of Elizabeth Clifton, duly made her will, bearing date the twenty-sixth day of August one thousand eight hundred and fifty-four, and thereby, after certain specific bequests, gave all her estate and effects whatsoever and wheresoever unto Henry Matthias Riddell, of Lincoln's Inn, Esquire (whom she appointed executor of her will), in trust to pay five hundred pounds unto her daughter Harriet, wife of Sir Robert Tolver Gerard, Baronet (now the Right Honourable Robert Tolver Baron Gerard, of Bryn), and after payment of that sum, in trust to divide all her estate and effects equally among all her, the said testatrix's, children (inclusively of her said daughter Harriet), except her daughter Charlotte, meaning thereby her daughter Mary Charlotte, for whom, as she was a nun, it was not necessary that she should make any provision by her will:

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And whereas the said Elizabeth Dicconson died on the ninth day of November one thousand eight hundred and sixty-two without having revoked or altered her said will:

And whereas the said Henry Matthias Riddell renounced probate of the said will of the said Elizabeth Dicconson, and has by deed poll, dated the eighteenth day of April one thousand eight hundred and seventy-seven, under his hand and seal, renounced and disclaimed the office of trustee under such will, and letters of administration, with the same will annexed, were duly granted to Thomas Dicconson, son of the said testatrix, by Her Majesty's Court of Probate on the nineteenth day of January one thousand eight hundred and sixty-three:

And whereas the said Elizabeth Dicconson left six children, and no more, her surviving, in addition to her said daughter Charlotte, namely, the said Thomas Dicconson, her eldest son and heir-at-law, and the said Harriet Baroness Gerard, and William Charles Clifton, Edward Gerard Clifton, Henry Clifton, and Charles Clifton:

And whereas the said Henry Clifton, the son of the said Elizabeth Dicconson, died on the twenty-fifth day of March one thousand eight hundred and sixty-five a bachelor and intestate, leaving the said Thomas Dicconson, his eldest brother and heir-at-law, him surviving:

Will of Catherine Eccleston.

And whereas the said Catherine Eccleston duly made her will, bearing date the twentieth day of August one thousand eight hundred and sixty-two, and thereby, after directing her debts and funeral and testamentary expenses to be paid, and giving certain pecuniary legacies as concerning all the rest, residue, and remainder of her worldly estate and effects whatsoever and wheresoever situate, and over which she had any power of appointment or right of disposal, gave, devised, and bequeathed the same and every part thereof unto and to the use of the Reverend Ralph Maurus Cooper, of Chipping Sodbury, in the county of Gloucester, his heirs, executors, administrators, and assigns for ever, for his and their own absolute benefit, and appointed the said Ralph Maurus Cooper her sole executor:

And whereas the said Catherine Eccleston died on the twenty-second day of November one thousand eight hundred and sixty-three without having revoked or altered her said will, which was on the sixteenth day of March one thousand eight hundred and sixty-four duly proved by the said Ralph Maurus Cooper in Her Majesty's Court of Probate:

Will of said Ralph Maurus Cooper.

And whereas the said Ralph Maurus Cooper duly made his will, bearing date the ninth day of March one thousand eight

hundred and fifty-one, and thereby, after ordering his debts and funeral expenses to be paid, gave, devised, and bequeathed unto the Reverend Ralph Cooper, of Ampleforth College, in the county of York, clerk, the Reverend Thomas Walker, of Brown Edge, in the county of Lancaster, clerk, and the Reverend Joseph Wilson, of Downside College, in the county of Somerset, clerk, their heirs, executors, administrators, and assigns respectively, according to the natures, tenures, and qualities thereof, all and every his freehold, copyhold, and leasehold messuages, lands, tenements, and hereditaments whatsoever and wheresoever, and whether in possession, reversion, remainder, or expectancy, and also all and every annuity and annuities, whether charged on any real estate or not, and then vested in him, his heirs, executors, administrators, or assigns, and also all his personal estate whatsoever and wheresoever, to hold to them the said Ralph Cooper, Thomas Walker, and Joseph Wilson, their heirs, executors, administrators, and assigns, as joint tenants, and not as tenants in common, and appointed the said Ralph Cooper, Thomas Walker, and Joseph Wilson executors of his will:

And whereas the said Ralph Maurus Cooper died on the first day of January one thousand eight hundred and sixty-nine without having revoked or altered his said will, which was on the twenty-fifth day of June one thousand eight hundred and sixty-nine duly proved by the said Ralph Cooper, one of the executors therein named, the said Thomas Walker and Joseph Wilson, the other executors named in the said will, having renounced the probate and execution thereof:

And whereas the said Ralph Cooper died on the thirtieth day of January one thousand eight hundred and seventy-seven:

Will of Dame Anne Scarisbrick, the other of the testator's co-heiresses.

And whereas the said Dame Anne Hunloke, or Scarisbrick, duly made her will dated the fourth day of December one thousand eight hundred and sixty-nine, and thereby directed all her just debts, funeral and testamentary expenses to be paid as soon as might be after her decease, and appointed the said Robert Tolver Baron Gerard, then Sir Robert Tolver Gerard, Baronet, Edward Marjoribanks, of the Strand, in the county of Middlesex, Esquire, and Frederick Ouvry, of Lincoln's Inn Fields, in the same county, executors and trustees of her said will:

And whereas the said Dame Anne Scarisbrick died on the sixth day of March one thousand eight hundred and seventy-two without having revoked or altered her said will, and the same was on the eleventh day of May one thousand eight hundred and seventy-two duly proven in the Principal Registry of Her Majesty's Court of Probate by the said Robert Tolver Baron

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Gerard and Frederick Ouvry, power being reserved to the said Edward Marjoribanks of proving the same, which he has not yet done:

And whereas the said Dame Anne Scarisbrick died intestate as to real estate, and she left her only surviving issue, her daughter Eliza Margaret Marchioness de Casteja, the wife of Leon Remy de Biaudos Marquis de Casteja (who has since taken the additional name of Scarisbrick after de Biaudos), her heiress-at-law:

And whereas the debts, funeral and testamentary expenses of the said Dame Anne Scarisbrick have been paid:

And whereas at the death of the said Dame Anne Scarisbrick the said Thomas Dicconson and Eliza Margaret Marchioness de Casteja were the persons who would have been the co-heirs-at-law of the said Charles Scarisbrick, the testator, if he had then died:

And whereas by an inquisition before Samuel Warren, Esquire, one of the Masters in Lunacy, on the twenty-fifth day of February one thousand eight hundred and seventy-three, under a Commission of Lunacy duly issued for that purpose, the said Thomas Dicconson was found to be a person of unsound mind:

And whereas by an order of the Lords Justices of Appeal, dated the second day of August one thousand eight hundred and seventy-three, and made in the matter of Thomas Dicconson, a person of unsound mind, the said Robert Tolver Baron Gerard was appointed committee of the person and estate of the said Thomas Dicconson:

And whereas the said William Scarisbrick (herein-after called William Scarisbrick the son) has had issue seven children, and no more, namely, Charles Frederick Maria Scarisbrick (his eldest son), Sophie Thomas Scarisbrick, Ludwig Ernst Scarisbrick, and Friederich Scarisbrick, who are all now living, and infants and unmarried, and Bertha Scarisbrick, William Scarisbrick, and Maria Scarisbrick, all of whom died under the age of twenty-one years without having married:

And whereas the said Charles Scarisbrick, the son of the said testator (and herein-after called Charles Scarisbrick the son), has had issue four children, and no more, namely, Tom Leyland Talbot Scarisbrick (his eldest son), Alexandra Emma Scarisbrick, and Ernestina Beatrice Scarisbrick, who are all now living, and infants and unmarried, and William Ernest Scarisbrick, who died under the age of twenty-one years, and without having married:

And whereas on the twenty-fifth day of March one thousand eight hundred and sixty-two the said Mary Ann Scarisbrick, being then a spinster, and an infant under the age of twenty-one years,

intermarried with Tom Naylor Leyland, and by an indenture bearing date the twelfth day of March one thousand eight hundred and sixty-two, being a settlement made previously to and in contemplation of such marriage, did, with the approbation of the High Court of Chancery, and by virtue of the provisions of the Act of the eighteenth and nineteenth years of Her present Majesty, intituled an Act to enable infants, with the approbation of the Court of Chancery, to make binding settlements of their real and personal estate on marriage, convey and assign the real and personal estate of or to which she was seized or entitled under or by virtue of the herein-before recited will and codicil in possession or remainder (exclusive of any savings of her income) unto the said William Hawkshead Talbot and Thomas Part, their heirs, executors, administrators, and assigns, upon the trusts therein mentioned, being trusts for the benefit of the said Tom Naylor Leyland and Mary Ann his wife, and the issue of the said Mary Ann Naylor Leyland:

And whereas there has been issue of the said marriage between the said Tom Naylor Leyland and Mary Ann his wife two children, and no more, namely, Herbert Scarisbrick Naylor Leyland, her only son, and Florence Mary Naylor Leyland, both of whom are infants:

And whereas the said testator was at the time of his death tenant for life in possession of three estates in the county of Lancaster, of which estates one was called the Scarisbrick Estate, another was called the Wrightington and Parbold Estate, and the third was called the Eccleston Estate:

And whereas the said testator was at the time of his death owner in fee of freehold estates in the county of Lancaster of considerable value, such freehold estates, in addition to the estates by the said codicil directed to be offered to the owners of the Scarisbrick and Wrightington estates respectively, including a moiety of the manor of North Meols, in Lancashire, and the entirety of such manor, so far as it comprised or extended to any lands, tenements, or hereditaments of which the said testator was owner in fee, and also including portions of the seashore and River Ribble adjacent to the said lands, tenements, and hereditaments, and certain franchises, privileges, liberties, and easements, and manorial and other rights in respect of such parts of the seashore and River Ribble, and large quantities of building and other land at North Meols and Southport:

And whereas the said testator was in the habit of granting building leases of his land at Southport and North Meols aforesaid for terms varying from sixty-five years to ninety-nine years,

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according to certain printed terms, and he also caused certain rules for the granting of leases of such land for the term either of ninety-nine years or nine hundred and ninety-nine years for the erection of villas to be printed and circulated, but he died without having granted any lease in accordance with such rules, and he was also in the habit of selling land at Southport and North Meols in fee for building purposes, and he was also in the habit of expending money in laying out streets and otherwise preparing his land for building purposes, and of selling the reversions in subsisting leases:

Bill in Chancery by the trustees of the will and codicil for the administration of the estate.

And whereas in the month of September one thousand eight hundred and sixty the said William Hawkshead Talbot and Thomas Part filed a bill in the High Court of Chancery against the said William Scarisbrick the son, Charles Frederick Maria Scarisbrick then the only child of the said William Scarisbrick, Charles Scarisbrick the son (who had then no issue), and Mary Ann Naylor Leyland, then Mary Ann Scarisbrick, spinster, and thereby, after stating the said will and codicil of the said testator, and otherwise in part as or to the effect herein-before recited, further stated, among other things, that the plaintiffs were desirous of having certain questions of construction therein mentioned decided by the Court, and of being enabled to obtain the sanction and direction of the Court from time to time, as occasion might require, in reference to the management and administration of the testator's estate, and that it was desirable that the Court should determine whether the purchase moneys of land sold under the direction in the codicil, to offer certain estates at certain prices, and under the direction in the codicil to continue and encourage sales and leases of building land at Southport and North Meols respectively, or either of them, should be re-invested in land, and how the various trust moneys should be invested until suitable investments in land should be made; and also stated in the ninth paragraph of such bill that it was also very important that the plaintiffs should have the direction of the Court as to the sales and leases of the testator's lands at Southport and Meols, particularly as to what description of sales and leases might be made, and whether reversions upon subsisting leases might be sold, and as to whether any and what moneys could be expended in laying out and forming new streets and in paving and sewering them, and as to granting and refusing licenses to assign, and as to the property to which the provisions of the codicil giving an option of purchase were applicable, and the persons to whom and the terms on which the property should be offered, and what steps should be taken in relation thereto, and generally in respect of such provisions, and that for these purposes proper inquiries should be directed; and also stated in the tenth paragraph of such bill that the

testator had entered into many contracts in relation to his property, and questions might arise as to what should be done by the plaintiffs in reference to such contracts, and it was desirable that the plaintiffs should be enabled to have the direction of the Court in reference to all or any of such contracts, and also as to the letting or granting leases of all or any part of the trust property consisting of realty; and (after certain statements in the eleventh paragraph of such bill referring only to certain personal chattels) also stated that it might be desirable to have the testator's residuary personal estate or other capital trust moneys divided so as to be invested in separate thirds for the testator's three children, and the plaintiffs were desirous of acting in respect thereof under the sanction of the Court, and the plaintiffs by the said bill prayed that a construction might be put upon the said testator's will in reference to the questions therein mentioned, and that the plaintiffs might be at liberty to obtain the direction of the Court in reference to the management of and dealing with the testator's estate, and might for that purpose be enabled to submit proposals or otherwise apply in chambers, and that so far as was necessary the trusts of the said will and codicil of the testator's estate might be carried into execution, and administered by and under the direction of the Court, and for other and general relief:

Decree of the Court of Chancery.

And whereas by a decree of the said Court made in the said cause by the Right Honourable the Master of the Rolls, and bearing date the tenth day of November one thousand eight hundred and sixty, the usual accounts and inquiries in a suit for the administration of real and personal estate were ordered to be taken and made, and it was ordered that the plaintiffs, or any of the parties interested under the will of the said testator, should be at liberty to apply from time to time, in the chambers of the judge, in respect of the several matters mentioned in the ninth, tenth, and eleventh paragraphs of the said bill, and otherwise as to the management and administration of the testator's estate as might be necessary; and it was thereby declared that the plaintiffs, as trustees of the will of the said testator, were empowered by the said will to lease and sell the building land at Southport and Meols, and to lay out, form, and pave streets in reference thereto in like manner as was done by the said testator, including the granting of leases according to the rules therein mentioned (being the rules herein-before referred to); and it was thereby ordered that the further consideration of that cause should be adjourned, and any of the parties were to be at liberty to apply to the Court as they might be advised:

Supplemental order.

And whereas by a supplemental order made by the Master of the Rolls, and bearing date the twenty-seventh day of June one

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thousand eight hundred and sixty-three, it was ordered that the said decree and all the proceedings thereunder should be carried on at the suit of the said plaintiffs, not only as executors and trustees of the said testator's will and codicil, but as trustees of the herein-before recited indenture of settlement of the twelfth day of March one thousand eight hundred and sixty-two, against the said defendants and the said Tom Naylor Leyland, Sophie Thomas Scarisbrick, William Scarisbrick (son of William Scarisbrick the son, and since deceased), Alexandra Emma Scarisbrick, and Florence Mary Naylor Leyland:

Supplemental order.

And whereas by a supplemental order made by the Master of the Rolls, and bearing date the fifteenth day of February one thousand eight hundred and sixty-four, it was ordered that the said decree and all proceedings thereunder should be carried on at the suit of the said plaintiffs, not only as executors and trustees of the said will and codicil, but as trustees of the said indenture of settlement, against the said Herbert Scarisbrick Naylor Leyland:

Supplemental order.

And whereas by a supplemental order made by the Master of the Rolls, and bearing date the twenty-third day of April one thousand eight hundred and sixty-four, it was ordered that the said decree and all proceedings thereunder should be carried on and prosecuted between the plaintiffs, not only as executors and trustees of the said will and codicil, but as trustees of the said indenture of settlement, against the said Ernestina Beatrice Scarisbrick:

Offer of sale to the owner of the Scarisbrick Estate as directed by the codicil.

And whereas the hereditaments in Scarisbrick, Halsall, and Downholland, which were directed by the said codicil to be offered to the owner of the said Scarisbrick Estate, including the said Orrells Estate, in Downholland, consisted of hereditaments containing four hundred and thirty-six acres two roods thirty-four perches or thereabouts, and the said William Hawkshead Talbot and Thomas Part, in pursuance of the said codicil, duly offered to sell such hereditaments to the owners of the Scarisbrick Estate for the sum of thirty-six thousand four hundred and seventy pounds fifteen shillings and fourpence, being the sum which the said testator by the said codicil required in that behalf, and such owners thereupon expressed their desire to purchase such hereditaments at that price:

Petition for the approval of the Court of such sale, and a purchase by the trustees of hereditaments containing 2,755 acres 3 roods and 32 perches.

And whereas on the twelfth day of November one thousand eight hundred and sixty-three the said William Hawkshead Talbot and Thomas Part presented a petition in the said suit to the Master of the Rolls, and thereby, after stating (among other things) as or to the effect recited in the recital last herein-before contained, also stated (as the several facts were) that besides the said lands and hereditaments, containing four hundred and thirty-six acres two roods and thirty-four perches, there were other lands which passed

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to the petitioners under the said general devise of the testator's real estate, which lands formed a large estate, and were situate in and in fact comprised the larger part of the township of North Meols, and that there were adjoining to the said estate in North Meols divers lands and hereditaments, containing two thousand seven hundred and fifty-five acres three roods and thirty-two perches, specified in the first schedule to a report and valuation of James Fair and Henry White, land agents and valuers, dated the fifth day of July one thousand eight hundred and sixty-two, which premises were in such report and valuation valued at fifty thousand eight hundred and one pounds and fifteen shillings, subject to certain covenants and stipulations in such report mentioned, and that it was very desirable that such premises should be purchased for that sum, to be held along with that estate, and that all the debts of the said testator and all legacies not being annuities had been paid or provided for by the petitioners, and that the funds then representing the residuary estate of the said testator, over and above the amount of such debts and legacies, were very large, and were more than sufficient to make up the difference between the said sums of thirty-six thousand four hundred and seventy pounds fifteen shillings and fourpence and fifty thousand eight hundred and one pounds fifteen shillings, and that a portion of the said Scarisbrick Estate comprising the said hereditaments, containing two thousand seven hundred and fifty-five acres three roods and thirty-two perches, and the said hereditaments in North Meols were for the most part lying below the level of the sea at high water, and could only be drained by artificial means, and that the said testator erected a steam-pumping engine and machinery and executed extensive drainage works upon and through his said estates, of which he was owner in fee, for draining mainly, and to a very large extent the said low level portion of the Scarisbrick Estate, and to some but comparatively to a small extent the low level parts of his said estates in North Meols, of which he was owner in fee, and such drainage works occupied and rendered useless for other purposes a large portion of the same estates, and were much more extensive and attended with much greater annual cost than would be necessary for the drainage by artificial means of the low level portion of the said last-mentioned estates, and that if the proposed purchase of the said lands, containing two thousand seven hundred and fifty-five acres three roods thirty-two perches, should be effected certain mutual covenants connected with the maintenance and repairing and proper use of the said drainage works should be entered into by the petitioners and the owners of the Scarisbrick Estate respectively, and that the nature of these covenants and the particulars of the

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said drainage works were explained in the said joint report and valuation of the said James Fair and Henry White, and that it would be for the benefit of all persons interested under the said will and codicil that the said hereditaments containing two thousand seven hundred and fifty-five acres three roods thirty-two perches should be purchased with the said purchase money of the said hereditaments containing four hundred and thirty-six acres two roods thirty-four perches and a sufficient part of the residuary personal estate of the said testator, and that such covenants and stipulations in reference to drainage as were specified in the said report should be entered into, and especially so inasmuch as by the low level portion of the said Scarisbrick Estates for the purpose whereof the said steam engine, machinery, and other drainage works were constructed being conveyed to the same uses as the said estates of which the testator was owner in fee, differences and disputes as to the rights of the owners of the said Scarisbrick Estates in respect of the said drainage works would be obviated, and the parties beneficially interested in the testator's said estates, of which the testator was owner in fee, would thereby derive the exclusive benefit of the current cost of maintaining and working the said steam engine and drainage machinery, and such petition prayed that the proposed sale of the lands and hereditaments containing four hundred and thirty-six acres two roods thirty-four perches to the owners of the Scarisbrick Estate might be carried into effect, and that for effecting that object all proper and necessary inquiries and directions might be made and given, and that the proposed purchase by the petitioners of the lands and hereditaments containing two thousand seven hundred and fifty-five acres three roods thirty-two perches might likewise be carried into effect, and that for effectuating that object all proper and necessary inquiries and directions might be made and given, and that such covenants and stipulations or other arrangements as to drainage as were mentioned in the said report or might be otherwise deemed proper might be entered into, and that the petitioners might have such further or other relief as the nature of their case might require:

Order of Court approving such sale and approving such purchase if a good title could be shown.

And whereas by an order of the said Court made by the Master of the Rolls on the hearing of the said petition, and bearing date the twelfth day of December one thousand eight hundred and sixty-three, it was ordered that the said William Hawkshead Talbot and Thomas Part should be at liberty to carry into effect the proposed sale of the lands and hereditaments in the said petition mentioned, containing four hundred and thirty-six acres two roods and thirty-four perches, to the owners of the Scarisbrick Estate for the sum of thirty-six thousand four hundred and seventy pounds fifteen

shillings and fourpence, and also the proposed purchase from the said owners of the said Scarisbrick Estate of the lands and hereditaments in the said petition also mentioned, containing two thousand seven hundred and fifty-five acres three roods thirty-two perches, for the sum of fifty thousand eight hundred and one pounds fifteen shillings, in case a good title thereto could be made; and it was ordered that an inquiry should be made whether a good title could be made to the last-mentioned lands and hereditaments, and in case a good title should be made thereto it was ordered that a proper conveyance of such lands and hereditaments should be settled by the judge; and it was ordered that such covenants and stipulations or other arrangements as to drainage as were mentioned in the said report or might be otherwise deemed proper should be settled by the judge, and upon the due execution of such conveyances and other instruments as might be necessary by such parties thereto as the judge should direct, such execution to be certified by the chief clerk, it was ordered that the petitioners should pay the said sum of fifty thousand eight hundred and one pounds fifteen shillings to such person or persons as should be named in such certificate of approval as entitled to receive the same in such proportions, if any, as should be mentioned in such certificate:

Chief clerk's certificate of good title.

And whereas the chief clerk of the Master of the Rolls by his certificate bearing date the twenty-third day of December one thousand eight hundred and sixty-four certified that a good title could be made to the lands and hereditaments containing two thousand seven hundred and fifty-five acres three roods and thirty-two perches, and that a proper conveyance of such lands and hereditaments had been settled and approved by the said judge in pursuance of the said order of the twelfth day of December one thousand eight hundred and sixty-three, and such certificate was duly approved by the said judge and filed:

Conveyance to the trustees of the said 2,755 acres 3 roods and 32 perches.

And whereas by an indenture bearing date the second day of January one thousand eight hundred and sixty-five, and made between the said Dame Anne Scarisbrick and the said Eliza Margaret Marchioness de Casteja of the first part, the said Leon Remy de Biaudos Marquis de Casteja of the second part, and the said William Hawkshead Talbot and Thomas Part of the third part (which indenture was settled and approved of by the Master of the Rolls in pursuance of the said order of the twelfth day of December one thousand eight hundred and sixty-three), in consideration of the sum of fifty thousand eight hundred and one pounds fifteen shillings to the said Dame Anne Scarisbrick, Leon Remy de Biaudos Marquis de Casteja, and Eliza Margaret Marchioness de Casteja (the persons who in the last-mentioned

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certificate were named as the persons entitled to receive the same) paid by the said William Hawkshead Talbot and Thomas Part partly with the said sum of thirty-six thousand four hundred and seventy pounds fifteen shillings and fourpence, the proceeds of sale of the said hereditaments containing four hundred and thirty-six acres two roods and thirty-four perches (the said sale whereof has been duly completed), and partly with personal estate of the said testator, the said lands and hereditaments containing two thousand seven hundred and fifty-five acres three roods and thirty-two perches, with the appurtenances, were assured and limited to the use of the said William Hawkshead Talbot and Thomas Part, their heirs and assigns, upon such and the same trusts, for such and the same purposes, and with such and the same powers as were in the will and codicil of the testator declared, expressed, and contained of and concerning the real estate devised by such will (other than the special trusts or powers in the said codicil declared or contained as to offering for sale estates purchased by the said testator), or such of the same trusts, purposes, and powers as were then subsisting or capable of taking effect, but not so as to increase or multiply charges; and such indenture contained a covenant on the part of the said Dame Anne Scarisbrick and of the said Leon Remy de Biaudos Marquis de Casteja and Eliza Margaret Marchioness de Casteja, his wife, that they the said Dame Anne Scarisbrick, Eliza Margaret Marchioness de Casteja, and Leon Remy de Biaudos Marquis de Casteja, or some or one of them, their or some or one of their appointees, heirs, executors, administrators, or assigns, would at all times thereafter, without expense to the said William Hawkshead Talbot and Thomas Part, their heirs or assigns, or other the owners or owner for the time being of the said hereditaments and premises thereby assured, or any of them, keep and maintain the sluice or catchwater drain extending from the railway at Crewe Lane to the Highfield Lane at Drummers Dale, namely, from the letter A to letter B, as shown on the plan contained in the fourth schedule to the said indenture, in good order, and so that no water might pass or escape from such sluice or catchwater drain to or into or upon such hereditaments and premises; and it was thereby provided that the several persons parties thereto of the first part, and each of them, or other the owners or owner for the time being of certain lands and hereditaments coloured brown on the said plan, and specified in the second schedule to the indenture now in recital annexed, should have the right of draining such lands and hereditaments, and every part thereof towards Martin Mere, in such and the same manner as the same had been since the fifth day of July one thousand eight hundred and sixty-two and still were drained; and the said William Hawkshead Talbot and Thomas Part thereby, for them-

selves, their heirs, executors, administrators, and assigns, covenanted with the said Dame Anne Scarisbrick and Eliza Margaret Marchioness de Casteja, and each of them, their and each of their appointees, heirs, executors, administrators, and assigns, that they the said William Hawkshead Talbot and Thomas Part, their heirs or assigns, or other the owners or owner for the time being of the said hereditaments and premises thereby assured, or some or one of them, would at all times thereafter, at their or his own expense, maintain and keep so much and such parts of the three several open sluices or watercourses running from Crossens, in North Meols, through a portion of the North Meols Estate, and then diverging in different directions through North Meols, Scarisbrick, and Halsall, as lay or run or were situate on the north-easterly side of the said railway, and were shown on the plan contained in the fifth schedule to the said indenture, and therein coloured blue, in good order and condition, so that the waters from such parts of the Scarisbrick Estate as were not thereby assured might flow as freely through such last-mentioned sluices or watercourses as such waters had since the fifth day of July one thousand eight hundred and sixty-two flowed and then did flow through the same:

Notice to owner of Wrightington Estate to elect as to purchase of certain estates.

And whereas on or about the twenty-third day of January one thousand eight hundred and sixty-four the said William Hawkshead Talbot and Thomas Part, under the direction of the Master of the Rolls, gave to the said Thomas Dicconson, the owner of the Wrightington Estate, notice whereby he was required in case he should elect to purchase the estates which the said testator by his said codicil gave him the option to purchase on the terms specified in such codicil to do so before the first day of March one thousand eight hundred and sixty-four:

Election by such owner to purchase same, being the hereditaments in the schedule to this Act.

And whereas the said Thomas Dicconson, pursuant to and in exercise of the power and authority given and reserved to him under a decree in a cause wherein he was plaintiff and the said William Hawkshead Talbot and Thomas Part were defendants, dated the eleventh day of February one thousand eight hundred and sixty-seven, by notice dated the eighth day of May one thousand eight hundred and sixty-seven certified to the said William Hawkshead Talbot and Thomas Part in writing that he elected to take and purchase the several lands and premises specified and mentioned in the schedule thereunto annexed (a copy of which schedule is contained in the schedule to this Act) at the price paid for the same by the said testator and the costs of transfer, but no conveyance thereof has been completed, neither have the said price and costs been paid:

No conveyance yet made or price paid.

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And whereas the said William Hawkshead Talbot died on the fifteenth day of October one thousand eight hundred and seventy-five leaving the said Thomas Part, his co-trustee, him surviving:

Order appointing Philip Henry Chambres and Charles Thomas Part new trustees of testator's will and codicil jointly with Thomas Part.

And whereas by an order made by the Master of the Rolls, bearing date the fifteenth day of July one thousand eight hundred and seventy-six, and made in the matter of the trusts of the said will and codicil of the said testator, and in the matter of the Trustee Act, 1850, and in the said suit of Talbot versus Scarisbrick, the Court did appoint Philip Henry Chambres, of Llys Meirchion, in the parish of Llanefydd, in the county of Denbigh, Esquire, and Charles Thomas Part, of the Inner Temple, Barrister-at-Law, trustees of the will and codicil of the said testator in substitution for the said William Hawkshead Talbot, deceased, and in addition to the said Thomas Part; and it was thereby ordered that the lands and hereditaments devised by the said will and codicil, and all other the lands and hereditaments then subject to the trusts of the same will and codicil, and whereof the said Thomas Part was seized upon the same trusts, should vest in the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part for all the estate therein then vested in the said Thomas Part, to be held by them upon the trusts of the said will and codicil, or such of them as were then subsisting and capable of taking effect; and it was also ordered that the right to sue for or recover any chose in action, subject to the trusts of the said will or codicil, should vest in the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part, to be held by them upon the trusts of the said will and codicil, or such of them as were then subsisting and capable of taking effect:

Supplemental order of 15th Mar. 1877.

And whereas by a supplemental order dated the fifteenth day of March one thousand eight hundred and seventy-seven, and made by the Master of the Rolls, it was ordered that the said decree and all the proceedings thereunder be carried on and prosecuted by the said Thomas Part against the said Philip Henry Chambres and Charles Thomas Part as such trustees as aforesaid, and against the said infants Ludwig Ernst Scarisbrick, Friederich Scarisbrick, and Tom Leyland Talbot Scarisbrick, in like manner as if they had been born and been parties to the first-mentioned cause when the said decree was made:

And whereas the lands and hereditaments now subject to the subsisting dispositions of the said will and codicil of the said testator (exclusive of the said hereditaments so elected to be purchased by the said Thomas Dicconson as aforesaid) consist of (first)

his share, estate, and interest of and in the manor of North Meols, and of and in the said seashore and River Ribble; (secondly) divers lands and hereditaments situate at Southport and North Meols aforesaid, and comprising six thousand acres or thereabouts; (thirdly) divers lands and hereditaments situate elsewhere than at Southport and North Meols aforesaid, and comprising one thousand and ninety-eight acres or thereabouts; and (fourthly) the said lands and hereditaments conveyed to the said William Hawkshead Talbot and Thomas Part by the herein-before recited indenture of the second day of January one thousand eight hundred and sixty-five, and comprising two thousand seven hundred and fifty-five acres three roods and thirty-two perches or thereabouts; all of which premises first, secondly, thirdly, and fourthly mentioned are situate in the county of Lancaster, and are herein-after referred to as the said Lancashire estates:

And whereas the lands and hereditaments herein-before referred to as being situate at Southport and North Meols, and considerable portions of the lands and hereditaments respectively thirdly and fourthly herein-before mentioned or referred to, consist either of lands already built on, or of lands which from their contiguity to the towns of Southport and Wigan respectively or otherwise from their situation are eligible for building purposes, and other portions of such last-mentioned hereditaments may probably become eligible for such purposes; but in order that such lands and hereditaments may be most advantageously made available for those purposes it is expedient that the trustees for the time being of the said will and codicil should be able to demise for long terms of years or to grant in fee all or any of such lands and hereditaments at adequate yearly rents for the purposes of building, or other purposes of general improvement connected with building, especially as it is the usual custom in Lancashire to sell lands for building purposes in consideration of rentcharges payable in perpetuity, or to let the same for long terms, such as nine hundred and ninety-nine years, and in the neighbourhood of many parts of the said estates there would be great difficulty in finding tenants who would take land for building or improving purposes for so short a time as ninety-nine years:

And whereas the said trustees have not, under the said will and codicil, power to make such leases and grants, their powers of leasing and selling even as regards such of the same hereditaments as are situate at Southport or Meols being too limited and restricted, and it would be greatly for the benefit of the parties beneficially interested and to become beneficially interested under the said will and codicil that the said trustees should have powers of making

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such leases for long terms of years and grants in fee as aforesaid, and to lay out and appropriate land for and make and construct streets, roads, squares, gardens, and pleasure grounds, such powers as regards lands at Southport and Meols to be in addition to such powers of leasing and selling and making streets as they already have in respect thereof:

And whereas extensive mines, minerals, and quarries lie under the surface of a large portion of the lands and hereditaments herein-before thirdly mentioned, and neither the said will nor the said codicil containing any power to grant mining leases, it would be greatly for the benefit of the parties interested and to become interested as aforesaid if powers to grant mining leases, with liberty to work the mines alone or in connexion with other mines, and to grant wayleaves and liberty of out-stroke and in-stroke, were conferred upon the trustees for the time being of the said will and codicil:

And whereas the said will and codicil do not nor does either of them contain any power of leasing for agricultural or occupation purposes, or of granting leases of wayleaves or other easements, or any powers of partition, sale, or exchange, and it would be greatly for the benefit of the persons interested or to become interested as aforesaid if such powers also were conferred on the said trustees for the time being:

And whereas it is expedient that power should be given to make partition of any hereditaments of which an undivided share or shares only is or are or may for the time being be subject to the trusts of the will and codicil of the testator:

And whereas upwards of eight thousand acres of the said Lancashire estates are on the sea coast, and are low-lying and very flat land, and dependent for several miles upon sea embankments for protection against the inroads of tidal water, and a large extent of such land is below the level of high water, and in order to render the same capable of cultivation and productive of crops the said testator in his lifetime at great cost constructed cylinders with caps to close with the influx of the tide and open as the tide recedes, and also many miles of main drains and pumping engines to relieve the low lands from water and flood; and the testator in his lifetime covenanted to drain certain lands belonging to other persons, and the said William Hawkshead Talbot and Thomas Part, on the purchase of the said two thousand seven hundred and fifty-five acres three roods thirty-two perches under the sanction of the Court of Chancery, with the sanction of the said Court, entered into covenants to drain certain lands forming part of the said Scarisbrick Estate, and all such covenants are now in force:

And whereas the trustees have from time to time necessarily expended out of the rents and profits of the said estates divers large sums of money in maintaining and keeping in repair the said sea embankments, cylinders, main drains, pumping engines, and other works requisite for protecting the trust estate from encroachment of the tidal water, and maintaining in an efficient state the drainage works:

And whereas inasmuch as neither the said will nor the said codicil contains any express provisions authorising such expenditure, it is expedient that provision should be made for authorising all proper expenditure for such purposes hereafter:

And whereas when the purchase of the said two thousand seven hundred and fifty-five acres three roods thirty-two perches, under the sanction of the Court of Chancery as aforesaid, was made there were but few and very inadequate farm buildings on such property, the lands and hereditaments so purchased having theretofore been occupied with other lands of the said Dame Anne Scarisbrick on which there were sufficient homesteads, but the owners of such other lands having objected to the said purchased lands and hereditaments being occupied by their tenants it became absolutely necessary to erect farm homesteads and buildings and construct roads, and the said William Hawkshead Talbot and Thomas Part expended in the erection and construction of such farm buildings and homesteads, and in making, forming, and metalling the occupation roads, the sum of six thousand two hundred and thirty-three pounds nine shillings and ninepence, which they paid out of the rents of coal mines opened before the said testator's death, of which the sum of three thousand one hundred and fifteen pounds thirteen shillings and one penny was due at the death of the said testator, and the sum of three thousand one hundred and seventeen pounds sixteen shillings and eightpence, the residue thereof, belonged to the said William Scarisbrick the son, Charles Scarisbrick the son, and Mary Ann Naylor Leyland in equal third shares, and there is also still owing by the trustees of the testator's estate the sum of six hundred and eighty-three pounds fourteen shillings and tenpence in respect of farm buildings and homesteads also erected upon part of the said purchased lands and hereditaments, and it is fitting that the application of the said sum of three thousand one hundred and fifteen pounds thirteen shillings and one penny from rents due at the said testator's death should be sanctioned and confirmed, and that provision should be made for the payment out of capital of the said sum of six hundred and eighty-three pounds fourteen shillings and tenpence, and that the said William Scarisbrick the son, Charles Scarisbrick the son, and Mary Ann Naylor Leyland should be reim-

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bursed their respective shares in the said sum of three thousand one hundred and seventeen pounds sixteen shillings and eightpence:

And whereas it is expedient and will be for the benefit of all parties interested in the said lands and hereditaments that the said trustees should be authorised to erect additional farm buildings and labourers cottages and to construct additional roads upon the said trust estate, and especially on the said two thousand seven hundred and fifty-five acres three roods thirty-two perches purchased under the sanction of the Court of Chancery, and to defray the cost thereof out of the corpus of the said trust estate:

And whereas the real estates now subject to the trusts of the said will and codicil of the said testator are much greater in extent and value by reason of subsequent purchases made by the said testator in his lifetime after the date of his said will and codicil, and of the real estate purchased by the said William Hawkshead Talbot and Thomas Part since his death, than they were at the time that the said testator executed his said will and codicil respectively, and the sum of five hundred pounds mentioned in his said will as the utmost amount to be expended in the repairs of buildings and farmhouses has been found totally inadequate and insufficient, and such inadequacy and insufficiency may be increased by further purchases, and it is expedient that the trustees for the time being of the said will and codicil should be empowered to make such further expenditure for the purpose as may from time to time be found necessary or expedient:

And whereas it frequently happens under existing leases and grants, and it is likely to happen under leases and grants hereafter to be made of property subject to the trusts of the will and codicil of the said testator, that the tenants or grantees holding under such leases or grants have committed and will be guilty of breaches of covenant which operate as a forfeiture, and by reason whereof the reversioners are or would be entitled to enter upon the demised or granted premises, and the trustees acting in execution of the trusts of the said will and codicil are or may be obliged either to take proceedings to eject the occupiers, and so wholly deprive the persons holding under such leases or grants, or institute other proceedings in relation thereto, or else to waive and forego all remedy for such breaches of covenant, and it is desirable that the said trustees should be at liberty, if they should think it more beneficial for the trust estate, or for any other reason desirable or expedient so to do, to compromise any breach of covenant, and in consideration of their not enforcing the powers of re-entry or having recourse to ejectment or any other proceedings for or in relation to any breach of covenant, and in lieu thereof to accept as damages or satisfaction for any past

or continuing or future breach or breaches of covenant either a sum in gross (to be deemed part of the corpus of the trust estate) or an increased rent of the premises during the residue of the term or period for which the premises shall be held, or to accept a surrender of the lease or grant of such premises, and make a new lease or grant thereof under and subject to the powers in this Act contained, but so that the rent reserved under any such new lease or grant shall in no case be less than the rent payable under the surrendered lease or grant:

And whereas it would also be for the benefit of the persons interested and to become interested as aforesaid if provision were made for a division into separate third parts for the benefit of the said testator's said children and their issue respectively of all or part of the real and personal estate, or real or personal estate, subject to the subsisting dispositions of the said will and codicil:

And whereas the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part being advised that the above-stated objects could not be effected without the authority of Parliament application was made to the Master of the Rolls by the petition herein-after mentioned for liberty to apply for an Act of Parliament for the effecting such objects:

Order of Court of Chancery to apply to Parliament.

And whereas by an order bearing date the seventeenth day of March one thousand eight hundred and seventy-seven, and made by the Master of the Rolls upon a petition presented in the said suit of Talbot v. Scarisbrick by the said Thomas Part and others, the Court being of opinion that it would be for the benefit of all persons interested in the inheritance of the estates devised by or subject to the trusts of the will of the testator that an application should be made for an Act of Parliament for the purpose of conferring upon the trustees of the said will full and proper powers of granting leases for long terms of years, making grants in fee, laying out and making streets, roads, squares, gardens, and pleasure grounds, granting mining leases and leases of wayleaves, and other easements and powers of partition, sale, and exchange, with reference to the hereditaments devised by or subject to the trusts of the said will, and of maintaining and keeping in repair sea embankments, drains, pumping engines, and other works requisite for protecting the trust estate from encroachment of the tidal waters, and maintaining in an efficient state the drainage works, sanctioning certain expenditure that had been incurred in erecting farm homesteads and buildings and constructing roads, and authorising the erection of additional farm buildings and cottages and the making of additional roads, and providing for defraying the costs thereof and for the requisite expenditure in repairs of buildings and farmhouses, autho-

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rising the accepting as damages or in satisfaction for any breach or breaches of covenant either sums in gross or increased rents, the accepting surrenders of leases and granting new leases, and making provision for a division into separate third parts for the benefit of the said testator's children and their issue respectively of all or part of the real and personal estate subject to the subsisting dispositions of the said will, or for the aforesaid purposes, with such modifications and variations (if any) as the judge in chambers might direct, it was ordered that the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part, the trustees of the said will, should be at liberty to make such application accordingly, and that the draft of the Bill for the purposes aforesaid should be settled by the judge:

Certificate of chief clerk approving draft Bill for this Act.

And whereas in pursuance of the last herein-before recited order the chief clerk of the Master of the Rolls made a certificate in the said cause bearing date the second day of May one thousand eight hundred and seventy-seven, and thereby certified that the draft of a Bill to be submitted to Parliament, being the Bill for this Act, had been settled and approved by the said judge, and was identified by the signature of the chief clerk in the margin thereof, and that the several instruments, facts, and events recited in the preamble of the said draft Bill before the recital of the said certificate had been proved in the said cause, and such certificate has been duly approved by the said Master of the Rolls and filed, and has become absolute:

Order appointing George Lionel Dashwood special guardian of infants to consent to Bill.

And whereas by an order made by the Master of the Rolls, and bearing date the tenth day of May one thousand eight hundred and seventy-seven, George Lionel Dashwood was appointed special guardian of Charles Frederick Maria Scarisbrick, Sophie Thomas Scarisbrick, Ludwig Ernst Scarisbrick, Frederick Scarisbrick, Alexandra Emma Scarisbrick, Ernestina Beatrice Scarisbrick, Tom Leyland Talbot Scarisbrick, Florence Mary Naylor Leyland, and Herbert Scarisbrick Naylor Leyland for the purpose of consenting on their behalf to this Bill:

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

Wherefore Your Majesty's most dutiful and loyal subjects, the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part, 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:

Short title.

1. This Act may be cited for all purposes as "The Scarisbrick Estate Act, 1877."

Power to trustees or trustee of the will and codicil of the testator, Charles Scarisbrick, to grant leases for 21 years.

2. It shall be lawful for the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part, and the survivors and survivor of them, and other the trustees or trustee for the time being of the said will and codicil of the said testator (who are herein-after called the said trustees or trustee), by deed to demise or lease all or any part or parts of the lands and hereditaments forming the said Lancashire estates unto any person or persons for any term or number of years, not exceeding twenty-one years, to take effect in possession or within six calendar months after the date of the lease, at the best or most improved yearly rent or rents that can be reasonably gotten for the same, without taking any fine, premium, or foregift, or anything in the nature thereof (but in case under this power any lease shall be made on the surrender of a former lease the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease), and so that there be contained in every such lease a condition for re-entry on nonpayment of the rent or rents to be thereby reserved, within a reasonable time to be therein specified, after the same shall have become due, and also a covenant by the lessee or lessees for payment of the rent to be thereby reserved, and so that the lessee or lessees be not made dispunishable for waste, and do execute a counterpart thereof.

Power to trustees or trustee to grant building leases for 999 years.

3. It shall be lawful for the said trustees or trustee by deed to demise or lease for any term or number of years, not exceeding nine hundred and ninety-nine years, to take effect in possession or within six calendar months after the date of the lease, all or any part or parts of the lands and hereditaments forming the said Lancashire estates to any person or persons whomsoever who shall be willing substantially to improve or repair any of the present or future buildings thereon, or to erect and build any buildings in lieu thereof or in addition thereto, or to erect and build any buildings on any part of the said lands and hereditaments whereon no building shall be then standing, or who shall be willing to annex any of the said lands or hereditaments for gardens, yards, courts, or other conveniences to buildings erected and built, or to be from time to time erected and built, on the said lands and hereditaments or any part thereof, or who shall be willing by the construction of roads or sewers, or works of a similar nature, or otherwise, to improve the same lands or hereditaments, or any part thereof respectively, and with or without liberty for the lessee or lessees to take down or remove all or any part or parts of the buildings (if any) standing or being upon or within the premises in such leases respectively to be comprised, and to apply and dispose of the materials thereof to such uses and purposes as shall be agreed

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on, and with or without liberty for the lessee or lessees to set out and allot any part or parts of the premises to be comprised in any such lease or leases as and for the site of any streets, squares, crescents, or other open spaces, roads, ways, avenues, passages, sewers, drains, yards, gardens, pleasure grounds, shrubberies, or otherwise, for the use and convenience of the several lessees, tenants, or occupiers of the premises, or for the general improvement of the premises, either alone or together, with any other part or parts of the lands or hereditaments hereby authorised to be leased; and also with or without liberty for the lessee or lessees to make, lay, or use in or under any part of the lands and hereditaments which may be so set out and allotted for squares, crescents, or other open spaces, streets, roads, ways, avenues, passages, or otherwise, as aforesaid, or any other part which shall not have been previously leased of the said lands and hereditaments hereby authorised to be leased as aforesaid, or (so far as any reservation in any lease which shall have been previously made of any part of the said lands and hereditaments will authorise) any part which shall have been previously leased of the said lands and hereditaments, any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, or other conveniences to any present or future buildings or works, and either reserving or not reserving the right of making, laying, or using any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences, or any other liberties or privileges in, upon, through, over, or under the premises leased; and also with or without liberty for the lessee or lessees to dig, take, and carry away in and out of the premises to be comprised in his, her, or their lease or leases any such earth, clay, sand, gravel, or other soil as it shall be found necessary or convenient to remove for effecting any of the purposes aforesaid, and also to dig and excavate any earth, clay, or sand out of any convenient part of the respective premises to be comprised in such leases, and to manufacture the same into bricks or tiles or other materials to be used in such new buildings, repairs, or improvements as aforesaid; and also with or without any rights of way and other liberties or privileges which to the person or persons making or granting such lease or leases respectively shall seem reasonable, and either with or without covenants and stipulations to be entered into or made by or on the part of the lessee or lessees to contribute towards the expenses of making and keeping in repair, ornamenting, and embellishing any squares or open spaces, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any part or parts of the said lands and

hereditaments hereby authorised to be leased as aforesaid (which contributions may be made payable either to the said trustees or trustee, or otherwise, and either in advance or otherwise, and may be regulated by the assessment to the poor rate, or fixed by the surveyor or one of the surveyors to the said estates, or otherwise, as may be agreed upon), and either with or without covenants and stipulations as to the mode in which any other part or parts of the said lands and hereditaments hereby authorised to be leased as aforesaid shall be built upon, laid out, used, or improved, so as in every such lease there be reserved and made payable (except in the case where peppercorn rents or other merely nominal rents may be reserved according to the provisions herein-after contained) the best yearly rent that can at the time of the making or granting of any such lease, according to the nature and circumstances of the case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so that every such lease be made without taking any fine, premium, or foregift, or anything in the nature thereof, for or in respect of making the same (such covenants, conditions, provisions, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium); and so also that when any lease under this provision shall be made upon the surrender of a former lease the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease; and so as in every such lease made for the purpose of having buildings erected or constructed there shall be contained a covenant on the part of the lessee or lessees to build, construct, and finish the buildings to be built or constructed on the premises within a time to be therein specified for that purpose, and to keep in repair during the term to be thereby granted such buildings; and so as in every such lease made for the purpose of having buildings repaired or rebuilt there shall be contained a covenant on the part of the lessee or lessees to repair or rebuild the same within a time to be therein specified for that purpose, and to keep in repair during the term to be thereby granted the buildings agreed to be rebuilt and repaired; and so as in every such lease made for the purpose of any other improvement or improvements there shall be contained a covenant on the part of the lessee or lessees to make such improvement or improvements within a time to be therein specified for that purpose; and so that in every such lease to be made for any of the purposes aforesaid there be contained on the part of the lessee or lessees a covenant for the due payment of the rent or rents to be thereby respectively reserved (unless the same shall be a peppercorn or other merely nominal rent), and of all taxes, charges, rates, assessments, dues, and impositions

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whatsoever, affecting the premises to be respectively comprised in such lease, and also a covenant for keeping the buildings erected and built, and to be erected and built or repaired on the premises to be therein comprised, insured from loss or damage by fire to the amount of three fourths at least of the value thereof in some or one of the public offices for insurance in London, Westminster, Liverpool, or Manchester, and to lay out the money to be received by virtue of such insurance, and all such other sums of money as shall be necessary, in substantially repairing, rebuilding, and reinstating such buildings as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in repair the buildings to be erected and built, or repaired, or constructed on the premises therein comprised on the expiration or sooner determination of the term to be thereby granted; and so as in every such lease there be contained a power for the persons or person who shall for the time being be entitled to the reversion immediately expectant on the term to be thereby granted, or their or his surveyors or agents, to enter upon the premises and inspect the condition thereof, and also a provision or condition for re-entry for nonpayment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent, for any space exceeding forty days, and with or without a condition for re-entry for breach or for non-performance of any of the covenants, provisions, or conditions contained in such lease on the part of the lessee or lessees, and either with or without a proviso that no breach of any of the covenants, provisions, and conditions to be therein contained, except of the covenant for payment of the rent and such other covenants, provisions, or conditions (if any) as may be agreed upon between the parties to be so 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, nor unless the damages and costs to be recovered in such action shall have remained unpaid for the space of three calendar months after judgment shall have been obtained in such action, and every such lease may also contain any other covenants, agreements, powers, conditions, or restrictions which shall appear reasonable to the persons or person making such lease or leases, and so as that the respective lessees execute and deliver to the lessors or lessor counterparts of their respective leases: Provided always, that the first payment of the rent to be reserved in any lease to be made under the provisions herein-before contained may be made to commence and become payable on any day not exceeding two years and a half from the date of such lease, and may be made to increase periodically, beginning with such portion of the full rent to be ultimately payable

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

Power to trustees or trustee to make grants for building and improving purposes at fee-farm rents.

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

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

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

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

Power for trustees or trustee to lay out streets, squares, &c., and to make arrangements with owners of adjoining lands as to using roads, &c.

5. It shall be lawful for the said trustees or trustee to lay out and appropriate any part or parts of the lands and hereditaments which they or he are or is herein-before authorised to lease or grant as aforesaid as and for a way or ways, street or streets, square or squares, crescent or crescents, avenue or avenues, promenades or other open spaces, passage or passages, sewer or sewers, or other conveniences for the general improvement of the same lands and hereditaments respectively, and the use and accommodation of the tenants and occupiers thereof, in such manner as shall be agreed upon in any such lease or grant, or in any general deed to be executed for that purpose, such general deed (if any) to be sealed and delivered by the persons or person for the time being herein-before authorised to make leases as aforesaid, and to be enrolled in Her Majesty's High Court of Justice, or one of the divisions thereof, within six calendar months from the date thereof; and also by such lease or grant or general deed to give and grant such privileges and other easements as such trustees or trustee shall deem reasonable or convenient, and to enter into such arrangements with the owners of any lands or hereditaments adjoining or near unto any of the lands and hereditaments herein-before authorised to be leased or granted as to the laying out, making, using, or enjoying of any roads, sewers, drains, or other conveniences either

upon, through, in, or over the lands and hereditaments herein-before authorised to be leased or granted as aforesaid, or such adjoining or neighbouring lands or hereditaments.

Power to construct roads and prepare lands for building purposes.

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

Power to enter into contracts.

7. It shall be lawful for the said trustees or trustee to enter into any contract or contracts in writing for making or granting any lease or leases, grant or grants, of all or any part or parts of the said lands and hereditaments of which they or he are or is herein-before authorised to make leases and grants as aforesaid, with the buildings (if any) which shall be standing thereon, pursuant to the powers and subject to the restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any lands or buildings so agreed to be leased or granted, or any part or parts thereof shall be built, rebuilt, or repaired, laid out,

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

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

Every contract to contain a condition for vacating the same on breach of stipulations.

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

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

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

Contracts may be modified and new ones entered into.

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

Leases and grants to be good, though made

11. Every lease or grant to be made under any of the provisions of this Act shall be deemed and taken to be duly made, although it shall have been preceded by a contract, and such contract shall not

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

In pursuance of contracts not duly observed. After lease or grant executed contracts not to form part of evidence of title.

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

Power to confirm leases or grants voidable from informalities.

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

Power to accept surrender of existing leases, grants, and tenancies.

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this Act the same shall be leased or granted, or contracted to be leased or granted, only at and under the same yearly rent or rents as was or were, or a larger rent or larger rents than that or those which was or were, reserved in the original lease or leases, grant or grants, and so nevertheless that no fine, premium, or foregift, or anything in the nature thereof, shall be accepted or taken for making any confirmation or confirmations, or new lease or leases, grant or grants, whatsoever under the powers of the Act.

Power to make allowances for value of existing interests when certain leases are surrendered.

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

Provisoes made for re-entry to be apportionable.

15. No lease, grant, or contract to be made under the authority of this Act shall be void or invalid, or defeasible or questionable, on the ground that the right of entry or re-entry for nonpayment of rent, or for breach of all or any of the stipulations, covenants, and agreements to be therein contained, shall be confined by any term or terms restricting the same to the part of the hereditaments leased or granted, or agreed to be leased or granted, where the breach or default in the lessee's or grantee's covenant shall have been committed, or by any other terms restricting the right of entry to a part only of the buildings, lands, or hereditaments to be leased or granted, or agreed to be leased or granted, by any such lease, grant, or contract, and notwithstanding the avoidance of any lease, grant, or contract as aforesaid for the breach of any such stipulations, covenants, or agreements as to part only of the buildings, lands, or hereditaments thereby leased or granted, or agreed to be leased or

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

Certain powers of granting leases, &c. by trustees not to be exercised without consent.

16. If any person (not being a minor) who for the time being shall be beneficially entitled under the will and codicil of the said testator to an equitable estate for life of and in the whole or any part or parts of the income of the lands and hereditaments forming the said Lancashire estates shall desire, and of such desire shall give notice in writing to the said trustees or trustee, that the said trustees or trustee shall not during the life of the person by whom such notice shall be given, without his or her

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consent in writing, exercise the powers by this Act granted of granting leases for building, improving, or repairing purposes, making grants in fee at fee-farm rents, and entering into contracts for such leases or grants, or such of them as in such notice shall be specified as powers not to be exercised without his or her consent, the said trustees or trustee shall not during the continuance of such estate for life be at liberty to exercise such of the said powers by this Act granted as in any such notice shall be specified as powers not to be exercised without the consent of the person giving such notice: Provided that, notwithstanding anything in this section contained or any such notice having been given, the consent of any person by whom such notice shall have been given shall not be deemed necessary for the validity of any lease, grant, or other act purporting to be in exercise of such powers, or any of them, nor shall any grantee or grantees, lessee or lessees, or other person or persons, be bound or required to inquire whether any such notice shall have been given, or whether the person giving such notice hath given the consent desired or required by any such notice.

Power with sanction of Court to apply moneys applicable for purchase of land in improvements and substantial repairs.

17. It shall be lawful for the said trustees or trustee, with the sanction of the Chancery Division of the High Court of Justice, to apply any moneys for the time being applicable under and by virtue of the provisions of this Act, or the said will and codicil of the said testator, to be laid out in the purchase of land in or towards payment of any expenses which shall be incurred in the exercise of any of the powers contained in this Act, or in or about the erection of any farm buildings, labourers cottages, or other buildings on the said estates, or any part thereof, or in or about the construction of occupation or other roads on the said estates or any part thereof, or otherwise in or about the permanent improvement of the said estates or any part thereof.

Certain trust expenditure for buildings to be allowed out of capital.

18. The payment by the said William Hawkshead Talbot and Thomas Part out of mine rents due at the death of the said testator of the sum of three thousand one hundred and fifteen pounds thirteen shillings and one penny, part of the sum of six thousand two hundred and thirty-three pounds nine shillings and ninepence so expended as aforesaid in the erection and construction of farm buildings, homesteads, and occupation roads on lands and hereditaments comprised in the said indenture of the second day of January one thousand eight hundred and sixty-five, is hereby ratified and confirmed and sanctioned as a proper payment to be allowed to the said William Hawkshead Talbot and Thomas Part and to the trustees for the time being respectively in account; and it shall be lawful for the said trustees or trustee, out of any

principal moneys for the time being applicable under or by virtue of the provisions of this Act, or the said will and codicil of the said testator, to be laid out in the purchase of land, to pay the sum of six hundred and eighty-three pounds fourteen shillings and tenpence so due and owing as aforesaid for and in respect of farm buildings and homesteads also erected on part of such lands and hereditaments, and also to recoup and repay to the said William Scarisbrick the son, Charles Scarisbrick the son, and Mary Ann Naylor Leyland respectively, or their respective executors or administrators, in equal shares, the sum of three thousand one hundred and seventeen pounds sixteen shillings and eightpence, the residue of the said sum of six thousand two hundred and thirty-three pounds nine shillings and ninepence, the share thereof payable to the said Mary Ann Naylor Leyland, to be for her sole and separate use.

Allowance of further annual sum for repairs of farm buildings, &c.

19. It shall be lawful for the said trustees or trustee, out of the rents and profits of the said Lancashire estates, to expend for the purposes for which the sum of five hundred pounds mentioned in the said codicil to the said will of the said testator is thereby authorised to be expended any further annual sum not exceeding, together with the said annual sum of five hundred pounds, such annual sum as may from time to time be sanctioned by the Chancery Division of the High Court of Justice.

Trustees authorised to maintain works for drainage and against encroachments of tidal waters.

20. It shall be lawful for the said trustees or trustee, out of the rents and profits of the said Lancashire estates, to make such expenditure as may from time to time be necessary or expedient in maintaining and keeping in repair the sea embankments, cylinders, main drains, pumping engines, and other works requisite for protecting the said Lancashire estates from encroachments of the tidal waters, and otherwise keeping up and maintaining in an efficient state and condition all drainage works for the time being upon the said estates, but so nevertheless that no greater sum than five hundred pounds shall, except in cases of immediate urgency, be so expended in any year without the sanction of the said Chancery Division.

Power to trustees or trustee to lease mines.

21. It shall be lawful for the said trustees or trustee by any deed or deeds from time to time to demise or lease all and every or any of the mines, layers, veins, seams, beds, and strata of ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stones, minerals, and substances already found or discovered, or which shall or may at any time or times hereafter be found or discovered, in, under, or upon the lands and hereditaments forming the said Lancashire estates, or any of them, or any part thereof,

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either with or without any messuages, buildings, lands, or hereditaments convenient to be held or occupied with the same respectively, and either with or without the surface of any of such lands, unto any person or persons for any term or number of years not exceeding one hundred years, to take effect in possession or within six calendar months after the date thereof, together with full and free liberty, license, power, and authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said mines, layers, veins, seams, beds, and strata of ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stone, minerals, and substances, or any part or parts thereof, either alone or in connexion with any mines, layers, veins, seams, beds, and strata in any adjoining or other lands, and for those purposes from time to time to sink, drive, carry, and make pits, shafts, drifts, grooves, tunnels, soughs, levels, trenches, sluices, way-gates, gutters, water-gates, and watercourses, and other subterranean works in and under the said lands and hereditaments forming the said estates, and to erect, build, and construct such steam-engines, furnaces, engines, mills, or gins and other machines, and to use, occupy, maintain, and amend the same in such manner as shall be necessary or expedient, and to use all other lawful ways and means whatsoever, whether of present use or future invention, as well for the finding, discovering, winning, working, getting, and raising the said ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, minerals, and substances forth and out of the mines and quarries, as for draining and discharging or carrying away water, foul air, stythe, or stench from, forth, and out of the same; and also full and free liberty of outstroke and instroke into or from any adjoining coal, iron, and other mines and quarries; and also full and free liberty, license, power, and authority to take and use sufficient ground room and pit room for bringing to bank, stacking, depositing, laying, placing, converting into coke, smelting, calcining, working, and manufacturing of the ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, minerals, earth, rubbish, and substances which shall from time to time proceed from or be won, raised, wrought, dug, or gotten out of the same mines and quarries, or in or about the working or getting thereof; and also with full and sufficient ways, paths, and passages to and for the respective lessees to be named in such demises or leases respectively, and his, her, or their respective executors, administrators, or assigns, and their agents, workmen, and servants, from time to time during the continuance of the term or terms of years to be by such demise or lease respectively granted or created, to take, lead, and carry away with horses, carts,

wains, waggons, and carriages all the ironstone, coal, lead, copper, clay, marl, sand, and limestone, and other stone, minerals, earth, rubbish, and substances to be wrought, won, or gotten in, from, forth, and out of the said mines and quarries thereby to be demised or leased, or from, forth, and out of mines and quarries in any other lands; and also full and free liberty, license, power, and authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such houses, hovels, sheds, lodges, buildings or erections, engines, furnaces, forges, foundries, canals, railways, or framed waggon ways, weighing machines, or other machineries, conveniences, devices, inventions, and works whatsoever already in use or hereafter to be invented, as shall from time to time be necessary or expedient or convenient for the standing, lying, and placing of workmen's work-houses and working utensils, and for the working and carrying on of the works of the said mines and quarries respectively, and for taking, leading, and carrying away the said ironstone, coal, lead, copper, clay, marl, sand, limestone, and other stone, minerals, earth, rubbish, and other substances, and also from time to time to remove, take, and carry away all or any of the steam engines or other engines, furnaces, forges, foundries, and other buildings and erections, railways, waggon ways, weighing machines, and other machines, at his or their will and pleasure, and also to dig and get up stones, sods, peat, clay, sand, and spar for making and building any such houses and other buildings and works as aforesaid, and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of ironstone and other minerals and substances, and for the manufacturing and carrying away the same, or with such of the same powers and provisions as the persons or person making such demise or lease shall deem it necessary or expedient to give or grant, so as by such demises or leases there be respectively reserved and made payable during the continuance of the term or terms of years to be thereby respectively created the best or most improved yearly or other rent or rents, either in money or in tolls, duties, royalties, and other reservations, or partly in money and partly in tolls, duties, royalties, and reservations, such tolls, duties, royalties, and other reservations being by the acre, or by the foot thick per acre, or by the ton, or otherwise, as can under the circumstances of the case be reasonably had or gotten for the same, without taking for or in respect of making the same any fine, premium, or foregift, or anything in the nature of a fine, premium, or foregift, and with or without any provisions, qualified or unqualified, for the total or partial cesser or suspension of or for any deductions or allowances from or in respect of all or any of the

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rents or reservations in reference to the quantity of stones, minerals, metals, or substances raised or gotten in the current or any other year or years, and any such rents or reservations may be made to commence immediately or otherwise, and may be made to increase from time to time, as may be in that behalf agreed upon and provided, and so as in every such demise or lease so to be made as aforesaid there be contained a condition or power of re-entry, or a power to make void or determine the same in case the rent or rents, sum or sums of money, tolls, duties, royalties, or reservations thereby respectively reserved and made payable, or any of them, or any part thereof, shall be unpaid by the space of twenty-one days, or some other reasonable time to be therein specified, and so as the respective lessee or lessees also execute counterparts of all such demises or leases as shall be made to them respectively, and enter into such covenants and agreements as the persons or person making such demises or leases respectively shall deem expedient for the working and managing the said mines and works, and for rendering and paying the rent or rents, sum or sums of money, tolls, duties, royalties, and reservations thereby to be reserved and made payable; and in such demises or leases respectively there may be contained any covenants or other provisions for entitling the reversioner or reversioners, or his or their nominee or nominees, to use any ways, roads, pits, shafts, watercourses, machinery, or other conveniences existing in or connected with the said mines or works, or to take at a valuation or otherwise, as may be therein specified, upon the determination of the lease, any engines, railways, machinery, plant implements, and utensils used or employed by the lessees in, upon' or about the demised premises, and which the lessees might, but for such covenants or provisions, have been entitled to remove; and such demises or leases respectively may contain any provisions as to the determination thereof by one or either of the parties as therein in that behalf provided, and may contain any provisions against assigning or under-letting, and any provisions as to any mines to whomsoever belonging near or adjoining to those demised, and as to averaging or ascertaining rents, expenses, or produce, and any other reservations, covenants, agreements, provisoes, or stipulations whatsoever, which are usual in leases granted of mines in the county of Lancaster, or which shall or may be deemed by the persons or person granting such demises or leases necessary or expedient: Provided always, that three-fourth parts of the net rents, tolls, duties, or royalties to be reserved in every such lease shall be set aside and retained and applied by the said trustees or trustee as if the same had arisen from sales made under or by virtue of the power of sale herein-after contained, and the remaining

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

one-fourth part of such net rents, tolls, duties, or royalties shall be paid to the persons beneficially entitled to the receipt of the rents and profits of the hereditaments for the time being subject to the subsisting dispositions of the said will and codicil.

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

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

Certificates to be evidence of execution of counterparts.

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

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Power to compromise breaches of covenant.

24. It shall be lawful for the said trustees or trustee in any cases in which they or he shall think it beneficial to the trust estate, or for any other reason whatsoever expedient or desirable so to do, in lieu of taking any proceedings under any proviso for re-entry, or otherwise to recover possession, or enforce or take advantage of any forfeiture of any lands or hereditaments comprised or to be comprised in any lease or grant already made, or hereafter under the provisions of this Act or otherwise to be made, of any part or parts of the said Lancashire estates, or any other proceedings for or by reason, or on account, or in consequence of any breach of covenant on the part of the lessee or grantee (other than a covenant to pay rent) to compromise any such breach or breaches of covenant, whether continuing or otherwise, on the terms of the lessee or grantee paying, by way of damages or as satisfaction for such breach or breaches, whether continuing or otherwise, either a sum in gross or an increased rent in respect of the premises comprised in such lease or grant, such increased rent to continue during the continuance of such lease or grant, or upon the terms of the trustees or trustee accepting a surrender of such lease or grant, and granting a new lease or grant thereof, but so as that the rent or other payment to be reserved or made payable upon any such new lease or grant shall not be less than the rent or other payment reserved or payable under or by the surrendered lease or grant, and so that any such new lease or grant shall in other respects be conformable to the provisions and restrictions, as to making leases or grants in this Act contained; and any such gross sum shall be applied by the said trustees or trustee as if the same were moneys which had arisen from a sale under the power of sale contained in this Act.

Power for trustees or trustee, with approbation of Chancery Division, to execute drainage works.

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

Power for trustees or trustee, with the approbation of Chancery

26. It shall be lawful for the said trustees or trustee, with the approbation of the said Chancery Division, to concur with the person or persons for the time being entitled or having power to dispose of the other undivided share or shares of and in any here-

ditaments of which an undivided share or undivided shares only was or were devised by the said will in making a partition or partitions of the same, or any part or parts thereof, and to give or receive any money for equality of partition, and for the purpose of effectuating any such partition by any deed or deeds to convey the undivided share or shares devised by such will of the hereditaments which shall not be taken by them or him upon such partition to the persons entitled thereto upon such partition or otherwise in such manner as will give effect to such partition.

Division, to make partition.

27. It shall be lawful for the said trustees or trustee, with the approbation of the said Chancery Division, to sell or exchange for other manors, lands, or hereditaments in England or Wales all or any of the lands and hereditaments forming the said Lancashire estates, including any fee-farm rents already created or to be hereafter created under the powers in that behalf herein-before contained, and upon any such exchange to give or receive any money for equality of exchange, any sale or exchange being made in such manner as shall be approved of by the Court, and so that, if the Court should approve thereof, any of the same hereditaments and premises may be so sold or exchanged subject to the exception and reservation of all or any of the mines, coals, quarries, stones, clay, sand, and other minerals and substances in, under, or upon the same, and to such liberties, powers, privileges, and easements for searching, for working, getting, and disposing of the same, or otherwise in relation thereto, as to the Court may seem fit; or any such mines, coals, quarries, stones, clay, sand, minerals, and substances may be so sold or exchanged apart from or without or with part only of the surface and with any such liberties, powers, privileges, and easements, for any of the purposes aforesaid as to the Court shall seem fit, and in the respective cases the excepted mines and premises, or the surface lands and premises, not sold or given in exchange shall remain and be subject to any future exercise of such power, and it shall be lawful for such trustees or trustee to convey the hereditaments sold or given in exchange by them or him to the persons entitled thereto upon such sale or exchange, or otherwise in such manner as will give effect to such sale or exchange.

Power for trustees or trustee, with approbation of Chancery Division, to sell and exchange.

28. All moneys to arise from any such sale, or to be received for equality of exchange or partition as aforesaid, shall be laid out and invested in the purchase of freehold hereditaments in England or Wales for an estate of inheritance in fee simple, or of copyhold hereditaments for a customary estate of inheritance in fee simple, convenient to be held with any hereditaments for the time being subject to the subsisting dispositions of the said will and codicil,

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

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yet so that every such purchase be made with the approbation of the said Chancery Division; and all the hereditaments so to be purchased or taken in exchange or upon partition as aforesaid shall be held upon and for the trusts, intents, and purposes, and with, under, and subject to the powers and provisoes to, upon, for, with, under, and subject to which the hereditaments so sold or given in exchange or upon partition would have been held under or by virtue of the said will and codicil and this Act in case the same hereditaments had not been sold or given in exchange or upon partition as aforesaid, or as near thereto as the deaths of parties and other contingencies or intervening accidents and the tenure of the hereditaments purchased or taken will admit of, but not so as to increase or multiply charges; and until the money to arise by any such sale, or to be received for equality of exchange or partition as aforesaid, shall be laid out in the manner herein-before mentioned, the same shall be invested in or upon the parliamentary stocks or public funds of Great Britain, or upon Government or real securities in England or Wales, or upon the stock of the Bank of England or stock of the Metropolitan Board of Works, and the dividends and annual produce of such stocks, funds, and securities shall be paid and applied in the same manner as the rents and profits of the hereditaments to be purchased therewith as aforesaid would be payable or applicable if such purchase or purchases were actually made.

Power to apply moneys to arise from sales, &c. in payment of money payable for equality of exchange or partition, or to raise moneys by mortgage.

29. Provided always, that (with such approbation as aforesaid) the said trustees or trustee may apply any money to arise from any such sale, or to be received by them or him for equality of exchange or partition as aforesaid, in payment of any sum payable by them or him for equality of exchange or partition, and may also raise such money, costs, charges, and expenses respectively, or any part thereof respectively, by mortgage of all or any of the hereditaments to be received in exchange or upon partition, or of any other hereditaments for the time being subject to the subsisting dispositions of the said will and codicil, as may be thought expedient, and may make all such assurances and do all such acts as shall be necessary or expedient for effecting any such mortgage.

Power to apply moneys arising from sales, &c. in the purchase of land tax or discharge of incumbrances.

30. Provided always, that (with such approbation as aforesaid) the said trustees or trustee may apply any moneys to arise from any such sale, or to be received by them or him for equality of exchange or partition as aforesaid, in the purchase or redemption of the land tax or in purchasing any tithe rentcharge, quitrents, or other annual incumbrances or outgoings charged upon or payable out of all or any of the hereditaments for the time being subject to the subsisting dispositions of the said will and codicil, or in or towards

paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments for the time being subject to the subsisting dispositions of the said will and codicil.

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

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

Powers of Act to apply to certain hereditaments.

32. The powers granted by this Act shall be applicable to any hereditaments for the time being subject to the subsisting dispositions of the said will and codicil of the said testator, including (so far as applicable) the mines under the hereditaments which the said Thomas Dicconson has elected to purchase, as herein-before recited.

Powers of Act not to apply to certain hereditaments.

33. Provided, nevertheless, that none of the powers given by this Act shall be applicable to the hereditaments which the said Thomas Dicconson has elected to purchase, as herein-before recited, unless and until his right or interest under or by virtue of such election shall have been determined by the Chancery Division of the High Court of Justice or other competent authority.

Powers of Act may be exercised by trustees or trustee.

34. All and singular the trusts and powers hereby created and given may be exercised by any persons or person who may be duly appointed trustees or trustee of the said will and codicil by the Chancery Division of the High Court of Justice or other competent authority.

Powers of this Act not to lessen powers contained in the codicil.

35. Provided always, that this Act shall not, nor shall anything herein contained, be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the powers of leasing and sale contained in the herein-before recited codicil, except so far as the same may be defeated or affected by the exercise of any of the powers contained in this Act; but the powers hereby given shall not be exercised so as to defeat or prejudice any existing unsurrendered estate or interest already created, or which previously to the exercise of such powers shall have been created, under the powers of the said codicil.

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

36. Every application to the Chancery Division of the High Court of Justice for the purposes of this Act, and every order therein, may be made by or upon petition to be presented in a summary way, or by or upon summons, and every petition or

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summons shall be entitled in the matter of this Act, and also, if thought convenient or proper, in the said suit of Talbot v. Scarisbrick, 1860, T. No. 136.

Power for Chancery Division to make partition into separate thirds, to be held in severalty.

37. It shall be lawful for the Chancery Division of the High Court of Justice to make a partition or partitions into separate equal thirds, to be held in severalty, of all or any part or parts of the real and personal estate for the time being subject to the subsisting dispositions of the said will and codicil of the said testator (such partition or partitions being made with the consent of every person who for the time being shall be entitled, as equitable tenant for life, to any share of the real and personal estate, or real or personal estate, of which partition or partitions shall be so made), and in every such case the real or personal estate, or real and personal estate, appropriated in respect of each undivided third shall be distinguished as representing and shall thenceforth be deemed and considered as subject to all the trusts, powers, dispositions, and provisions under the said will and codicil and this Act affecting such undivided third share; and upon any such partition it shall not be necessary to appropriate in respect of each of the three undivided shares equal portions in value of each species of property included in the partition, or any portion of any particular species of property, the values of the entire property in each apportionment being equal.

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

38. It shall be lawful for the said Chancery Division from time to time, upon application of the said trustees or trustee, to make such order or orders as to the Court shall seem fit for taxing and settling the costs, charges, and expenses incurred in and about the obtaining and passing this Act, and of the several applications made and to be made to the Court respecting the matters aforesaid, and for payment out of any trust moneys subject to the trusts of the said will and codicil, or either of them, or to the provisions of this Act, of such costs, charges, and expenses, and for raising and paying the costs, charges, and expenses incurred in or about the exercise of any of the powers contained in this Act (other than such as are in this Act expressly made payable out of rents and profits) out of such trust moneys, or by mortgage in manner herein-before provided as to raising money by mortgage; and it is hereby declared that all the costs, charges, and expenses in this present clause mentioned (other than as aforesaid) are intended to be and shall be borne and paid out of corpus and not out of income.

Saving clause.

39. Saving to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other persons and person,

bodies and body politic and corporate, and their respective heirs and successors, executors, and administrators (other than and except the said Thomas Part, Philip Henry Chambres, and Charles Thomas Part, and as regards the said Thomas Part, as well as trustee of the said will and codicil of the said testator, Charles Scarisbrick, deceased, as also as trustee of the herein-before recited indenture of settlement of the twelfth day of March one thousand eight hundred and sixty-two, and the said William Scarisbrick the son, and his first and other sons born and to be born, and the heirs of their respective bodies, and the daughters born and to be born of the said William Scarisbrick the son, and the heirs of their respective bodies, and the said Charles Scarisbrick the son, and his first and other sons born and to be born, and the heirs of their respective bodies, and the daughters born and to be born of the said Charles Scarisbrick the son, and the heirs of their respective bodies, and the said Tom Naylor Leyland, and the said Mary Ann Naylor Leyland, and her first and other sons born and to be born, and the heirs of their respective bodies, and the daughters born and to be born of the said Mary Ann Naylor Leyland, and the heirs of their respective bodies, and the said Thomas Dicconson, Robert Tolver Baron Gerard, Harriet Baroness Gerard, William Charles Clifton, Edward Gerard Clifton, Charles Clifton, Thomas Walker, Joseph Wilson, Leon Remy de Biaudos Scarisbrick Marquis de Casteja, Eliza Margaret Marchioness de Casteja, and Rhoda Hyde, and all and every other persons and person to or upon whom any estate, right, title, or interest, either at law or in equity, of, in, to, out of, or upon the hereditaments affected by this Act, or any part thereof, hath been devised, given, or settled, or hath come or devolved, or shall come or devolve under or by virtue of the said will of the said testator Charles Scarisbrick, deceased, or the said codicil thereto, or by descent from the said testator, Charles Scarisbrick, including persons claiming under the said indenture of settlement of the twelfth day of March one thousand eight hundred and sixty-two), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the said lands, hereditaments, and premises, or any part thereof, as they, every, or any of them would have held or enjoyed or been entitled to if this Act had not been passed. A.D. 1877.

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

40. This Act shall not be a Public Act, but shall be printed by the several printers of the Queen's most Excellent Majesty duly authorised 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 SCHEDULE.

Numbered in Abstract.	Quantities in Statute Measure. A.	R.	P.	Tenants.	Description of Premises and Numbers referring to the Tithe Plan.	Township in which the Premises are situate.
1	—	—	14	Baxendale, James -	A new cottage in Shevington Lane. Survey 124.	Shevington.
				Baxendale, Betty -	A cottage in Shevington Lane. Survey 124.	Do.
	—	—	31	Baxendale, Mary -	For a cottage on the waste in Shevington Lane. Survey 122.	Do.
	—	—	24	Fairhurst, William	A cottage on waste. Survey 121 -	Do.
				Smalley, James -	A cottage on Shady Brow. Survey 245.	Do.
2				Turner, William -	The site of a cottage on Shady Brow. Survey 245.	Do.
	—	—	30	Ditto -	A garden in Shady Brow. Survey 245.	Do.
				Willy, Ann -	A cottage in Shady Brow. Survey 245.	Do.
				Andrew, Jonathan	A cottage in Shady Brow. Survey 245.	Do.
3	—	—	34	George Parr -	A cottage in the Nook. Survey 270	Do.
4	6	2	18	Thomas Culshaw -	1,101, 1,104, 1,105. Quaker's Moss	Wrightington.
5	19	1	39	Twining, Francis -	368, 377, 379, 380, 381. Crook Fields	Parbold.
	4	2	—	James Wright -	390. Douglas Meadow - -	Do.
6	24	—	23	Glover, Thomas -	157, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 299, 300a, 302, 303. Farm at Coppull Station.	Coppull.
7	—	2	18	Taylor, Peter -	499a. Croft - - - -	Do.
	—	3	5½	Darlington, James	A road through field. No. 146 -	Do.
8	31	1	20	Crookhall, Robert and Thomas.	606, 626, 627, 628, 629, 639, 631, 940, 941, 942, 947. Boggart House.	Wrightington.
	28	1	29	Knowles, Thomas -	1,002, 1,160, 1,161, 1,497, 1,150, 1,151, 1,152, 1,153. Fields around Wrightington Park.	Do.
9	13	2	39	Bunsen, James -	1,232, 1,250, 1,251, 1,296, 1,297. Fields around Wrightington Park.	Do.
	2	1	2	Wood - -	1,146. In hand - - -	Do.
	57	—	30	Boardman, William	60, 61, 62, 118, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 153, 154, 155, 156, 161, 162.	Coppull.
	12	—	4	Porter, James -	140, 141, 142. Part of Roe Hey Farm	Do.
	3	2	38	In hand - -	59. Roe Hey Wood.	
	1	—	27	John Hargreave -	119. Privilege of a tramroad.	

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