CHAPTER *1*.

An Act to enable the Trustees of the Settled Estates of Sir Charles Henry Tempest, Baronet, to raise money on mortgage for the improvement thereof; and for other purposes. A.D. 1876.

[13th July 1876.]

Indenture dated 15th May 1861.

WHEREAS by an indenture dated the fifteenth day of May one thousand eight hundred and sixty-one, and expressed to be made between Charles Henry Tempest, Esquire, of the one part, and the Right Honourable Thomas Lord Camoys, the Honourable Thomas Edward Stonor, and James Fleming, Esquire, of the other part, after reciting that the said Charles Henry Tempest was seised of or entitled to the manor or lordship, messuages, lands, perpetual yearly rentcharges, purchased land tax, tenements, and hereditaments therein-after and herein-after described for an estate of inheritance in fee simple in possession therein, free from all incumbrances, save only and except the mortgages and charges specified in the second schedule to the said indenture, the said Charles Henry Tempest granted and conveyed unto the said Thomas Lord Camoys, Thomas Edward Stonor, and James Fleming, and their heirs, subject and without prejudice to the mortgages and charges specified in the said second schedule to the said indenture, so far as the same respectively were affected thereby, and subject also to the several leases and tenancies to which the same were subject, as mentioned in the said first schedule to the said indenture, the said premises, that is to say, all that the manor or lordship of Heaton, in the county of Lancaster, and all and singular the messuages, lands, perpetual yearly rentcharges, purchased land tax, tithes, rentcharges, and other tenements and hereditaments, then belonging to the said Charles Henry Tempest, situate, lying, and being or arising or renewing in the townships of Heaton and Rumworth, or either of them, or elsewhere in the county of Lancaster, more particularly described in the first schedule to the said indenture, and in the first schedule to this Act annexed, together with all trees, hedges, ditches, mounds, fences, walls, waters, watercourses, ways,

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roads, easements, privileges, rights, royalties, members, and appurtenances thereunto belonging, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said Charles Henry Tempest, of, in, to, out of, and upon the same premises, and every part and parcel thereof, to the use of the said Thomas Lord Camoys, Thomas Edward Stonor, and James Fleming, their executors, administrators, and assigns, for the term of one thousand years, without impeachment of waste, upon the trusts therein-after declared of the same, and subject to such term, and the trusts thereof, to the use of the said Charles Henry Tempest and his assigns during his life, without impeachment of waste, and upon and immediately after the determination of his estate to the use of the first and every other son of the said Charles Henry Tempest successively in remainder one after the other, according to their respective seniorities, and the heirs male of their respective bodies, with divers remainders over; and it was by the said indenture declared that the said term of one thousand years was thereby limited to the said Thomas Lord Camoys, Thomas Edward Stonor, and James Fleming, their executors, administrators, and assigns, upon trust, and for the receipt and application of the rents and profits of the said hereditaments and premises during the minority of any person thereby made tenant for life or in tail male; and it was by the said indenture provided that it should be lawful for the said Charles Henry Tempest, either before or after marriage, by deed revocable or irrevocable, or by will, to appoint, but without prejudice to any prior subsisting uses or powers to or in favour of any woman whom he should marry, a yearly rent charge or charges not exceeding in the whole the sum of one thousand pounds, to be issuing out of the hereditaments thereby settled, or any part thereof, and to commence from the decease of the person appointing the same, and to be payable quarterly or half-yearly during the life of such woman for her jointure, and in bar of dower, with the usual powers and remedies by distress and entry for securing the payment thereof, and also to limit the hereditaments charged to a trustee or trustees for a term of years, to commence from the decease of such appointor, without impeachment of waste, upon proper trusts for securing the appointed yearly rentcharge, and subject to a proviso for cesser; and it was by the said indenture further provided that it should be lawful for the said Charles Henry Tempest, by deed revocable or irrevocable, or by his last will, to appoint, but without prejudice to any jointure, or to any prior subsisting uses or powers, the said hereditaments, or any part thereof, to any trustee or trustees for any term of years, without impeachment of waste, upon proper trusts, and with and under proper powers and pro-

visions, for raising, otherwise than by sale, for the child or children of the appointor (other than an eldest or only son entitled to the inheritance of the said hereditaments under the limitations aforesaid), a portion not exceeding six thousand pounds for one child, or portions not exceeding in the whole ten thousand pounds for two children, or twelve thousand pounds for three or more children, with maintenance, not exceeding interest at the rate of four pounds per centum per annum for such portion or portions, but the term to be created as last aforesaid should be subject to a proper proviso for cesser; and by the said indenture it was provided that the said Charles Henry Tempest might, notwithstanding the limitations therein contained, levy and raise, by way of mortgage of all or any of the said hereditaments, for his own benefit, a sum not exceeding five thousand pounds sterling, at such rate of interest, not exceeding five pounds per centum per annum, as he should think reasonable, and that for the purpose of securing the same the said Charles Henry Tempest might limit any term of years to the person or persons willing to lend the same; and by the said indenture the said Charles Henry Tempest, during his life, and the person for the time being entitled to an estate for life in the said hereditaments, or during the infancy or disability of any such person the Trustees or Trustee for the time being of the said indenture, was and were empowered to grant leases of any of the said lands for mining, building, and agricultural purposes for the terms, in the manner, and subject to the conditions in the said indenture respectively mentioned, and also to lay out and appropriate any part of the said lands for markets, crescents, or other open spaces, ways, roads, streets, squares, avenues, passages, drains, sewers, pipes, conduits, or other easements or conveniences, or otherwise, for the general improvement of the said estate, subject to the terms and conditions in the said indentures contained; and it was by the said indenture further provided that if at the time of the decease of Sir Charles Robert Tempest of Broughton Hall, in the county of York, Baronet, the paternal uncle of the said Charles Henry Tempest, the greater part in value of his then estates in the parish of Broughton, in the west riding of the county of York, should not by virtue of his will, or of some deed executed or to be executed by him, or otherwise, stand limited and settled in favour of the same persons, and for the like estates in point of quantity and order of limitation, so far as might be, as the hereditaments thereby settled, or any hereditaments received in exchange for any part thereof, should then stand limited and settled under or by virtue of the indenture now in recital, subject or not subject, according to the discretion of the said Sir Charles Robert Tempest, to the limitation of a term for the purposes

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for which the said term of one thousand years was thereby limited, and with or without the limitation, at the like discretion, of any such powers as were thereby limited, whether as appendant to any life or other estate, or otherwise, and moreover with or without, at the like discretion, the power of sale and exchange usually inserted in strict settlements of real estates, and that free of all charges and incumbrances beyond the amount or value of thirty thousand pounds, then and in such case it should be lawful for the said Charles Henry Tempest, by deed or will, absolutely to revoke or in anywise to alter or vary the uses, trusts, powers, or estates therein limited or contained of or concerning the estates thereby settled, or any part or parts thereof:

Indenture dated 20th May 1862.

And whereas by an indenture dated the twentieth day of May one thousand eight hundred and sixty-two, and expressed to be made between the said Charles Henry Tempest, of the first part, Washington Hibbert, Esquire, and Cecilia Elizabeth Tichborne Hibbert, of the second part, and Augustus Henry de Trafford, Esquire, Le Gendre Nicholas Starkie (therein by mistake called Nicholas Le Gendre Starkie), Esquire, the Right Honourable Richard Edmund St. Lawrence, Earl of Cork and Orrery, and Henry Petre, Esquire, of the third part, which indenture was made in contemplation of a marriage then intended between the said Charles Henry Tempest and Cecilia Elizabeth Tichborne Hibbert, after the appointment of Trustees, and limiting two several terms of ninety-nine years and three hundred years for securing the payment of pin money of three hundred pounds per annum, and a jointure of one thousand pounds per annum respectively, to the said Cecilia Elizabeth Tichborne Hibbert, the said Charles Henry Tempest charged all and singular the hereditaments and premises described in the herein-before firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one with the payment of such sum or sums of money as and for the portion or portions of the child or children of the said intended marriage (other than the first or only son, or any other son who before attaining the age of twenty-one years should become entitled to the first estate of inheritance under the limitations of the said firstly-recited indenture), as follows; that is to say, if there should be but one such child, then the sum of six thousand pounds sterling, less five pounds sterling, as and for the portion of such child; and the said indenture contained further provisions in case there should be more than one such child for portions for such children; and by the said indenture the said Charles Henry Tempest appointed all and singular the said hereditaments charged as aforesaid to the use of the said Augustus Henry de Trafford,

Le Gendre Nicholas Starkie, Richard Edmund St. Lawrence, Earl of Cork and Orrery, and Henry Petre, their executors, administrators, and assigns, for the term of one thousand five hundred years from the death of the said Charles Henry Tempest, upon trust for raising the said portions and sums for the maintenance of such children as aforesaid; and the said Charles Henry Tempest did by the said indenture covenant, for himself, his heirs, executors, and administrators, with the said Augustus Henry de Trafford, Le Gendre Nicholas Starkie, and Richard Edmund St. Lawrence, Earl of Cork and Orrery, and Henry Petre, their executors, administrators, and assigns, that if at the time of the decease of the said Sir Charles Robert Tempest, Baronet, the greater part in value of the estates to which at the date of the said indenture of the fifteenth day of May one thousand eight hundred and sixty-one he, the said Sir Charles Robert Tempest, was entitled in the parish of Broughton, in the said west riding in the county of York, should not, by virtue of his will, or of some instrument executed or to be executed by him, or otherwise, stand limited and settled in favour of the same persons, and for the like estates in point of quantity and order of limitation, so far as might be, as the hereditaments by the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one settled, or any hereditaments received in exchange for any part thereof should then stand limited and settled under or by virtue of the same indenture, subject or not subject, according to the discretion of the said Sir Charles Robert Tempest, to the limitation of a term for the purposes for which the said term of one thousand years was by the same indenture limited, and with or without the limitation, at the like discretion, of any such powers as were thereby limited, whether as appendant to any life or other estate, or otherwise, and moreover with or without, at the like discretion, the power of sale and exchange usually inserted in strict settlements of real estates, and that free of all charges and incumbrances beyond the amount or value of thirty thousand pounds, he, the said Charles Henry Tempest, would not revoke or in anywise alter or vary any of the uses, trusts, powers, or estates limited and contained in the said indenture dated the fifteenth day of May one thousand eight hundred and sixty-one, or any of the charges, powers, or estates by the said indenture in recital expressed to be respectively made and limited in pursuance of the said therein recited powers, or otherwise, other than and except such and so many of the same uses, trusts, powers, and estates as were or might then be subsequent to the estate for life of the said Charles Henry Tempest, and to the estates in tail male thereby limited to the issue male of his the said Charles

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Henry Tempest's body; and it was by the said indenture now in recital further provided, that if at the time of the decease of the said Sir Charles Robert Tempest the greater part in value of the estates to which at the date of the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one he, the said Sir Charles Robert Tempest, was entitled in the parish of Broughton, in the said west riding in the county of York, should not by virtue of his will, or of some instrument executed or to be executed by him, or otherwise, stand limited and settled in favour of the same persons, and for the like estates in point of quantity and order of limitation, so far as might be, as the hereditaments by the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one settled, or any hereditaments received in exchange for any part thereof should then stand limited and settled under or by virtue of the same indenture, subject or not subject, according to the discretion of the said Sir Charles Robert Tempest, to the limitation of a term for the purposes for which the said term of one thousand years was by the same indenture limited, and with or without the limitation, at the like discretion, of any such powers as were by the same indenture limited, whether as appendant to any life or other estate, or otherwise, and moreover with or without, at the like discretion, the power of sale and exchange usually inserted in strict settlements of real estates, and that free of all charges and incumbrances beyond the amount or value of thirty thousand pounds, then and in such case, subject and without prejudice to the charges, powers, and estates by the indenture now in recital made and limited, and to the estates and powers in and by the said firstly-recited indenture of settlement of the fifteenth day of May one thousand eight hundred and sixty-one limited, so as to be exerciseable or take effect prior to the limitations therein contained in favour of the issue male of the said Charles Henry Tempest, and to any charges and uses or estates which should have been made or limited in exercise of such antecedent powers, the uses, trusts, powers, and estates limited or contained in such last-mentioned settlement, so as to be exerciseable or take effect, subject to the limitation therein contained, in favour of the issue male of the said Charles Henry Tempest, should stand absolutely revoked; and the said Charles Henry Tempest, in exercise of the power or authority in that behalf in the said last-mentioned indenture contained, and of every other power or authority, did revoke the same accordingly, and in exercise of the same power or authority, powers or authorities, did declare and appoint that the hereditament settled by the said firstly-recited indenture of the fifteenth day of May one thousand eight

hundred and sixty-one should, from and after the decease of the said Charles Henry Tempest, and the failure of his issue male, and subject and without prejudice as aforesaid, go, remain, and be, and that the said last-mentioned settlement should enure to the uses following, that is to say, to such uses and to such estates as the said Charles Henry Tempest and the said Cecilia Elizabeth Tichborne Hibbert should by any deed or deeds, with or without power of revocation and new appointment, jointly limit or appoint; and for default of and subject to any such joint limitation or appointment, then to such uses and for such estates as the said Charles Henry Tempest, in case he should survive the said Cecilia Elizabeth Tichborne Hibbert, should by any deed or deeds executed after her decease limit or appoint; and for default of and subject to any such limitation or appointment, then to such uses and such estates as the said Charles Henry Tempest should, by will or codicil to be made or executed at any time, limit and appoint; and for default of and subject to any such limitation or appointment, then to the use of the first and other daughters of the said Charles Henry Tempest, according to priority of birth, and the heirs of the body of every such daughter, and for default of such issue, to the use of the said Charles Henry Tempest, his heirs and assigns for ever; and the indenture now in recital contained covenants on the part of the said Charles Henry Tempest, for himself, his heirs, executors, and administrators, for the further assurance of the conditional revocation herein-before recited, and for title and provisions for the appointment of new trustees:

And whereas the said marriage between the said Charles Henry Tempest and the said Cecilia Elizabeth Tichborne Hibbert was duly solemnized on the twenty-first day of May one thousand eight hundred and sixty-two:

And whereas the said Cecilia Elizabeth Tichborne, the wife of the said Charles Henry Tempest, died on the third day of January one thousand eight hundred and sixty-five, leaving issue of the said marriage her surviving two children and no more; that is to say, one only son, Henry Arthur Joseph Tempest, born the thirtieth day of March one thousand eight hundred and sixty-three, and one only daughter, Mary Ethel Tempest, born the eighth day of October one thousand eight hundred and sixty-four:

And whereas the said Thomas Edward Stonor died on the twenty-eighth day of May one thousand eight hundred and sixty-five:

And whereas the said Sir Charles Robert Tempest died on the eighth day of December one thousand eight hundred and sixty-five, and at the time of his death his said estates in the parish of Broughton, in the said west riding of the county of York, did not

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stand limited and settled in favour of the persons and for the estates and in manner mentioned in the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one, and by reason of the same not standing so limited and settled, and of the provisions contained in the said secondly-recited indenture of the twentieth day of May one thousand eight hundred and sixty-two, the uses, trusts, powers, and estates limited by the same indenture, so as to be exerciseable or take effect subsequent to the limitation therein contained, in favour of issue male of the said Charles Henry Tempest, stood absolutely revoked:

And whereas the said Charles Henry Tempest was created a Baronet by letters patent dated the thirtieth day of July one thousand eight hundred and sixty-six:

Indenture dated 18th Feb. 1867.

And whereas by an indenture dated the eighteenth day of February one thousand eight hundred and sixty-seven, and expressed to be made between Sir Charles Henry Tempest, Baronet, of the first part, the said Right Honourable Thomas Lord Camoys and James Fleming, of the second part, Edward Petre, Esquire, Edgar Hibbert, Esquire, and Paget Peploe Mosley, Esquire, of the third part, the said Sir Charles Henry Tempest appointed the said Edward Petre, Edgar Hibbert, and Paget Peploe Mosley to be Trustees of and under the above-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one in the place of the said Thomas Edward Stonor, then deceased, and of the said Thomas Lord Camoys and James Fleming, who had declined to act any longer in the trusts of the said indenture; and by the same indenture the hereditaments and premises comprised in the said above-recited indenture were conveyed unto and to the use of the said Edward Petre, Edgar Hibbert, and Paget Peploe Mosley, their heirs, executors, administrators, and assigns, upon the trusts of the said indenture of the fifteenth day of May one thousand eight hundred and sixty-one:

Indenture dated 30th May 1874.

And whereas by an indenture dated the thirtieth day of May one thousand eight hundred and seventy-four, and expressed to be made between the said Sir Charles Henry Tempest, Baronet, of the first part, Harriette Manson Gordon, an infant of the age of seventeen years or thereabouts, of the second part, the said Paget Peploe Mosley, and John Foster Elmslie, Esquire, of the third part, and Arthur Cecil Tempest, a major in Her Majesty's Eleventh Regiment of Hussars, and Arthur Hare Vincent, a major in Her Majesty's Seventh Regiment of Dragoon Guards, of the fourth part (which indenture was made in contemplation of a marriage then intended between the said Sir Charles Henry Tempest and the said Harriette Manson Gordon), after reciting the said herein-before recited inden-

ture of the fifteenth day of May one thousand eight hundred and sixty-one, the said herein-before recited indenture of the twentieth day of May one thousand eight hundred and sixty-two, the marriage of the said Sir Charles Henry Tempest with the said Cecilia Elizabeth Tichborne Hibbert, and the death of the said Cecilia Elizabeth Tichborne Hibbert, and that there were two children, and no more, of the said marriage, namely, the said Henry Arthur Joseph Tempest and the said Mary Ethel Tempest, therein by mistake called Ethel Mary Tempest, and that the said Sir Charles Henry Tempest had, in exercise of the power reserved to him in the said indenture of the fifteenth day of May one thousand eight hundred and sixty-one, raised the sum of five thousand pounds by way of mortgage of the said hereditaments, and that the same was then owing, and that a marriage was then intended between the said Sir Charles Henry Tempest and the said Harriette Manson Gordon, it was witnessed that, for the considerations therein mentioned, the said Sir Charles Henry Tempest did grant, bargain, sell, and demise to the said Paget Peploe Mosley and John Foster Elmslie, their administrators and assigns, all and singular the parcels of land and hereditaments comprised in and demised by the leases mentioned or referred to in the first and second schedules to the said indenture (being the lands and hereditaments described in the First Schedule to this Act annexed), and the messuages, tenements, and buildings erected and to be erected thereon respectively, and the several rents reserved and payable or to become payable in respect of the same; and also all the perpetual yearly rentcharges therein more particularly described, together with all buildings, fixtures, powers, commons, ways, waters, watercourses, rights, privileges, easements, advantages, and appurtenances whatsoever to the said hereditaments, or any part thereof, appertaining, or with the same or any part thereof then or theretofore enjoyed or reputed as part or member thereof or appurtenant thereto; and all the estate, right, title, interest, claim, and demand of him the said Sir Charles Henry Tempest in, to, and upon the same premises, to have and to hold the said parcels of land, rents, rentcharges, and hereditaments, and all other the premises therein-before expressed to be thereby demised, subject, so far as affected thereby, to the leases, mortgages, and charges in the said indenture more particularly described, but free from other incumbrances, unto the said Paget Peploe Mosley and John Foster Elmslie, their executors, administrators, and assigns, for the term of ninety-nine years, to commence from the solemnization of the said intended marriage, if the said Sir Charles Henry Tempest and Harriette Manson Gordon should both so long live, nevertheless upon trust to secure the payment of an

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annual sum of three hundred pounds, by way of pin money, to the said Harriette Manson Gordon during the joint lives of the said Sir Charles Henry Tempest and Harriette Manson Gordon; and the said indenture also witnessed that, in exercise of the power for this purpose by the said indenture of the fifteenth day of May one thousand eight hundred and sixty-one given, as herein-before is mentioned, and of every other power in anywise enabling the said Sir Charles Henry Tempest in this behalf, he the said Sir Charles Henry Tempest did thereby appoint to and to the use of the said Harriette Manson Gordon and her assigns for her life (in case the said intended marriage should take place, and she should survive him the said Sir Charles Henry Tempest) one yearly rentcharge of one thousand pounds in full for her jointure, and in bar of all dower and free bench to be charged upon all and singular the said hereditaments and premises therein-before expressed to be thereby demised, and the said indenture contained powers for the recovery of the said jointure by entry and distress; and by the same indenture the said premises therein-before expressed to be charged with the payment of the said jointure were appointed to the use of the said Paget Peploe Mosley and John Foster Elmslie for the term of three hundred years, to commence from the death of the said Sir Charles Henry Tempest, upon trust for securing the said jointure, subject to a proviso therein contained for the cesser of the said term; and the said indenture also witnessed that, in exercise of the power for such purpose by the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one given, and of every or any other power in anywise him enabling, the said Sir Charles Henry Tempest did charge all and singular the said hereditaments and premises therein-before expressed to be thereby demised, subject, as therein mentioned, with the payment, as and for the portion or portions of the child or children of the said then intended marriage (other than a son or sons, who before attaining the age of twenty-one years might become entitled to the first estate in tail male under the limitations of the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one), of the sums therein mentioned, not exceeding in the whole, together with the sum of five thousand nine hundred and ninety-five pounds charged upon the said hereditaments and premises in favour of the said Mary Ethel Tempest by the herein-before recited indenture of the twentieth day of May one thousand eight hundred and sixty-two, the sum of twelve thousand pounds in the events therein more particularly mentioned, and subject to the conditions and powers thereby reserved with respect to the appointments of the said sums, and the application

of the same for the purposes of education and maintenance, and by the same indenture the said premises therein-before expressed to be charged with such portion or portions and maintenance as aforesaid, subject as therein mentioned, were appointed to the use of the said Arthur Cecil Tempest and Arthur Hare Vincent for the term of one thousand three hundred years, to commence from the death of the said Sir Charles Henry Tempest, upon trust for securing the said portion or portions and maintenance, subject to a proviso therein contained for the cesser of the said term:

And whereas the said marriage between the said Sir Charles Henry Tempest and the said Harriette Manson Gordon was duly solemnized on the first day of June one thousand eight hundred and seventy-four, and there is at present no issue of the said marriage:

And whereas the said children of the said Sir Charles Henry Tempest by the said Cecilia Elizabeth Tichborne, his first wife, that is to say, Henry Arthur Joseph Tempest and Mary Ethel Tempest, are infants under the age of twenty-one years:

And whereas the said Sir Charles Henry Tempest is, under and by virtue of the said firstly and secondly recited indentures, entitled to the said hereditaments and premises described in the First Schedule to this Act annexed for an estate for his own life, subject to certain terms of years, charges, and incumbrances affecting the same, specified in the said indentures, or created in pursuance of the powers thereby conferred and set forth in the Second Schedule to this Act annexed:

And whereas the said lands, hereditaments, and premises are situate in the immediate neighbourhood of the town of Bolton, in the county of Lancaster, and are suitable for building purposes, and several parts of the same have been and are now let on building leases, and it is necessary for the due development and improvement of the said lands and hereditaments, and for the extension of buildings upon the same, that a considerable outlay should be made in making ways, roads, streets, squares, avenues, drains, sewers, and other conveniences in manner authorised by the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one:

And whereas such outlay will be beneficial to the said lands and hereditaments, but there is not any provision made in the said indenture for raising the moneys required for such outlay, and by reason thereof the powers in the said firstly-recited indenture contained for granting building leases of the said lands are, with respect to the greater part of the same, practically inoperative:

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And whereas it would be of advantage to the said Sir Charles Henry Tempest, and to the several persons interested in the estates now subject to the recited limitations of the said indentures, if they were authorised to expend money in making ways, roads, streets, squares, avenues, drains, sewers, and other conveniences in manner authorised by the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one, and in laying out the said lands for building purposes, and for such purpose to raise money on the security of the same:

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

Wherefore Your Majesty's most dutiful and loyal subjects, the said Sir Charles Henry Tempest on his own behalf, and as the natural guardian of his infant son, the said Henry Arthur Joseph Tempest, doth 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 as "Tempest's Estate Act, 1876."

Trustees of Act.

2. The powers of this Act may be exercised by the said Edward Petre, Edgar Hibbert, and Paget Peploe Mosley, and the survivors and survivor of them, and the executors or administrators of such survivor, and other the Trustees and Trustee from time to time of and under the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one (who are respectively comprised in the expression "the Trustees" in this Act), but only at the request and by the direction of the person entitled to the actual possession or the receipt of the rents and profits of the estates comprised in the First Schedule to this Act annexed, and in the event of the minority of any such person at the discretion of the Trustees.

Power for Trustees to raise money on mortgage of estates in schedule.

3. The Trustees from time to time, after the passing of this Act, may raise for the purposes of this Act, on the security of all or any parts of the estates specified in the First Schedule to this Act annexed, any sums of money not exceeding in the whole seventeen thousand five hundred pounds, and in order to secure the repayment of the principal sums so raised, with interest thereon, may mortgage the hereditaments to be charged therewith, subject to the terms and charges affecting the same, specified in the Second Schedule to this Act annexed, and to all other charges and incumbrances (if any) affecting the same, to the person advancing the same, or his

nominee, and may expend for the purposes of this Act the money so raised.

Sinking fund to be provided to pay off moneys secured by mortgage.

4. In order to discharge the principal money secured by any mortgage made under this Act the Trustees shall, from and after the expiration of five years from the date of each mortgage granted under the authority of this Act, in every year appropriate, out of the yearly rents, issues, and profits of the hereditaments so mortgaged, such a sum, and as nearly as conveniently may be of the same amount in every year, as may be sufficient to pay off in twenty-five years, after the expiration of such five years as aforesaid, the principal sum so secured, or if any part of that principal sum be paid off by means of a sinking fund under this Act, then sufficient to pay off in twenty-five years the principal sum remaining so secured, and the sums so from time to time appropriated shall form a sinking fund, to be applied in paying off the principal moneys so secured.

Investment of sinking fund.

5. The Trustees shall from time to time invest the sinking fund in the purchase of exchequer bills or other Government securities, to be increased by accumulation in the way of compound interest, or otherwise, until the same is of sufficient amount to pay off the principal money for the paying off of which the sinking fund is applicable, or such part thereof as the Trustees think ought then to be paid off, and may from time to time, when and as they think fit, apply the sinking fund in or towards paying off the principal money for the discharge of which it is formed.

Power for Trustees to re-borrow.

6. If and whenever the Trustees, after having secured any money by any mortgage under this Act, are required or think fit to pay off the money thereby secured, or any part thereof, they may re-borrow for the purpose, on the security of all or any parts of the estates specified in the First Schedule to this Act annexed, but subject to the terms and charges affecting the same, the sum originally secured, and in order to secure the repayment of the principal sums so re-borrowed, with interest, may mortgage the hereditaments to be charged therewith to the person advancing the same, or his respective nominee.

Trustees not to re-borrow any sum paid off by sinking fund.

7. Provided always, that the Trustees shall not re-borrow any sum which is paid off by means of a sinking fund provided under the provisions of this Act, but on any sum secured by any mortgage under this Act being paid off by means of a sinking fund, the powers of the Trustees for borrowing and re-borrowing under this Act shall to that extent wholly cease.

Trustees may concur in transfer,

8. The Trustees may, after having made any mortgage under this Act, from time to time make and concur in all such transfers and

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&c. of mortgages.

other dealings with the mortgage, and may procure all such re-leases or re-conveyances of the hereditaments comprised therein, or any part thereof, and may make, concur in, and procure all such other dealings with and dispositions of the mortgage, or the hereditaments comprised therein, or any part thereof, as the Trustees from time to time think expedient.

Trustees not to borrow or expend money after fifteen years from passing of Act.

9. Provided always (but without prejudice to any power by this Act given to the Trustees for re-borrowing and securing any money re-borrowed, with interest thereon, or with respect to any dealings with or dispositions of any mortgages and the hereditaments comprised therein respectively), that the Trustees shall not under this Act, after the expiration of fifteen years after the passing thereof, borrow any money or secure any money by mortgage of the estates specified in the First Schedule to this Act annexed, or any part thereof, but on the expiration of that period the several powers of this Act for those purposes shall with respect to the then future operation thereof wholly cease.

Mortgages to be redeemable.

10. Every mortgage made by the Trustees pursuant to this Act shall be and be made redeemable by the person from time to time entitled to the actual possession or to the receipt of the rents and profits of the mortgaged hereditaments.

Persons entitled to possession, &c. of mortgaged hereditaments to pay interest on mortgages and yearly sums for sinking fund.

11. Every person who from time to time after the making of any such mortgage, and subject thereto, is entitled to the actual possession or the receipt of the rents and profits of the mortgaged hereditaments shall be liable to pay and shall pay the interest secured by the mortgage, and the yearly sums to be appropriated as a sinking fund which shall fall due during the time of his being so entitled, and his personal representatives shall be liable to pay and shall pay a proportionate part of the interest, and the yearly sums to be appropriated as a sinking fund which shall accrue from the last half-yearly or yearly day of payment thereof up to the day of his death; and if and whenever any person or his representatives so liable to pay any interest or yearly sums, or a proportionate part thereof, as the case may be, fail so to do, and it is paid by any other person, the person so paying it, or his representatives, may recover the amount so paid, with interest at the rate of four pounds per centum per annum thereon, from the person or his representatives liable to pay it.

Mortgages to be subject to leasing powers.

12. Every mortgage to be granted by the Trustees pursuant to this Act shall be subject and without prejudice to all leases now affecting the mortgaged premises, or any part thereof, and to all leases to be made in accordance with the above-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-

one of the same, whether such leases be made before or after the making of the said mortgage, and to the leasing powers conferred by the said indenture.

Trustees receipt to be a discharge.

13. Every receipt from time to time given by the Trustees for any money received by the Trustees under this Act shall be a discharge for the same, and from all liability, claims, and demands in respect thereof.

Indemnity of Trustees.

14. The several persons who from time to time are Trustees under this Act, their heirs, executors, and administrators respectively, shall not be answerable the one for the other of them, or any of them, for any involuntary loss or expense, and they respectively, out of any moneys coming to their respective hands by virtue of this Act, may reimburse themselves respectively, and allow to the others of them respectively, their respective costs, charges, and expenses in and about the execution of this Act.

Purposes of Act.

15. The purposes to which moneys raised under the authority of this Act shall be applied by the Trustees are the following:

First, the payment of the costs, charges, and expenses of and incidental to the preparing and applying for, obtaining, and passing of this Act; and,

Secondly, the payment of any expenses incurred in laying out and constructing any markets, crescents, or other open spaces, ways, roads, streets, squares, avenues, passages, drains, sewers, pipes, conduits, or other easements or conveniences upon the said estates, or otherwise, for the general improvement of the said estates, in accordance with the powers in the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one in that behalf contained, but only at the request and by the direction of the person entitled to the actual possession or the receipt of the rents and profits of the said estates, and in the event of the minority of any such person at the discretion of the Trustees.

Trustees may procure public bodies or private persons to execute works.

16. The Trustees may procure any commissioners, corporation, local board, surveyor of highways, public body, company, person, or persons to make, construct, and maintain any such markets, crescents, or other open spaces, ways, roads, streets, squares, avenues, passages, drains, sewers, pipes, conduits, or other easements or conveniences as are mentioned in the last preceding section, and the Trustees may, out of the said sum of seventeen thousand five hundred pounds, repay all or so much as may be agreed on of the expenses of such making and construction; but any expense of maintenance not borne by such commissioners, corporation, local board, surveyor of highways, public body, com-

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pany, person, or persons shall be defrayed out of the rents and profits of the said estates.

Trustees may make arrangements with adjoining landowners.

17. The Trustees may make any arrangements they may consider expedient or desirable with any corporation, company, public body, person, or persons for the time being proprietors of or interested in any lands or hereditaments adjoining or near to any part of the said estates respecting any of the following matters:

(A.) The laying out and construction of any roads, streets, squares, crescents, or other open places, bridges, avenues, ways, watercourses, sewers, drains, conduits, and other works, either upon, under, over, or across the said estates comprised in the First Schedule hereto, or upon, under, over, or across any such other hereditaments for the joint benefit of the said estates or some part thereof, and of such other hereditaments or some part thereof, or for the exclusive benefit either of the said estates or some part thereof, or of the said other hereditaments or some part thereof:

(B.) The raising and paying of the expenses of and incident to the laying out and construction of any such works as aforesaid, and of and incident to the maintenance thereof:

(C.) The purchase, sale, or enjoyment of any easements or other rights.

The contribution (if any) of the said estates towards such laying out and construction, or towards such purchase as aforesaid, may be paid out of the said sum of seventeen thousand five hundred pounds, and the contribution of the same estates towards the maintenance of any such works shall be paid out of the rents and profits of the estates.

Power to contract for repayment of moneys laid out in improvements.

18. The said Sir Charles Henry Tempest, or other the person or persons for the time being having the power to grant building leases under the powers in the said first-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one, may from time to time, and at any time or times, if and when he or they shall think fit, agree with any person or persons to or with whom any lease or contract for a lease may be granted or entered into by him or them under the powers of the said indenture, or with any adjoining owner with whom any such arrangement may be made as is herein-before authorised, or with any other person or persons whomsoever, for the repayment to the Trustees of all or any part of the moneys which may have been or may thereafter be expended under the powers of this Act upon the land to be comprised in any such lease or contract, or which may have been or

may thereafter be expended under such powers in the formation, construction, or maintenance of markets, crescents, or other open spaces, ways, roads, streets, squares, avenues, passages, drains, sewers, pipes, conduits, or other easements or conveniences, or in the performance or execution of any works or improvements whatsoever upon the said estates which may be necessary or conducive to the advantageous occupation and enjoyment of the land to be comprised in such lease, or any buildings or improvements to be erected or made thereon, or to the general benefit of the estate, and may take such security and stipulate for such remedies, if he or they think it desirable to do so, for the repayment and recovery thereof to and by the Trustees as he or they shall think fit; and the moneys so to be payable shall not be deemed a fine or premium for the making of any lease under the provisions contained in the said indenture of the fifteenth day of May one thousand eight hundred and sixty-one, but shall be deemed capital applicable for the purposes of this Act.

Application of moneys repaid for improvements.

19. The Trustees may from time to time apply such moneys as shall be repaid to or recovered by them under any contract so entered into, as mentioned in the last preceding section, in or towards the formation, construction, or execution of such works upon the said estates as are herein-before authorised in such manner in all respects as herein-before mentioned concerning the application of the said sum of seventeen thousand five hundred pounds; and the person or persons for the time being having the power to grant leases may, if he or they think fit, enter into any such contracts as are mentioned in the last preceding section of this Act for the repayment of the whole or any part of the moneys so applied, and all the provisions of the present section shall apply to any moneys which may be repaid under any such contract, so that the process here described may be repeated as often as may be thought expedient; and without prejudice to the preceding provisions, the Trustees may from time to time apply the moneys to be repaid to or recovered by them under any such contract in or towards the discharge or satisfaction of any moneys which may have been borrowed at interest under the powers of this Act, or any of them, in such order and priority and in such manner as the Trustees shall think most beneficial: Provided always, that until the application, for any of the purposes aforesaid, of all or any part of the moneys to be repaid or recovered as aforesaid, the same, or so much thereof as shall for the time being be unapplied, shall be invested by the Trustees in their names in any securities authorised by the Chancery Division of the High Court of Justice for investments by Trustees, and the investments thereof may be from time to time altered, varied, or transposed for or into other stocks, funds, shares, or securities of a like nature,

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and also called in, or sold and disposed of as occasion shall require; and the interest, dividends, and annual produce arising from such stocks, funds, shares, and securities as aforesaid shall be paid to the person or persons from time to time entitled to the receipt of the rents and profits of the said estates.

General saving.

20. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons, bodies politic and corporate, and their respective heirs, executors, administrators, and successors (other than and except the persons designated by name or otherwise in the next following section of this Act), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, out of, or upon the messuages, lands, tenements, hereditaments, and premises comprised in or affected by this Act or any part thereof respectively as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

Exceptions from general saving.

21. The following are the persons referred to in and by the exception contained in the last preceding section of this Act; (that is to say,) the said Sir Charles Henry Tempest, the said Henry Arthur Joseph Tempest, and the heirs male of his body, and the second and other sons of the said Sir Charles Henry Tempest, and the heirs male of their respective bodies, and the first and other daughters of the said Sir Charles Henry Tempest, and the heirs of their respective bodies, and the said Edward Petre, Edgar Hibbert, and Paget Peploe Mosley, or other the Trustees or Trustee for the time being of and under the said firstly-recited indenture of the fifteenth day of May one thousand eight hundred and sixty-one.

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

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

The SCHEDULES referred to in the foregoing Act. A.D. 1876.

FIRST SCHEDULE.

Township of Heaton, Parish of Deane, County of Lancaster.

Description of Property.	Tenants Names.	Acreage.			Annual Rent.		
		A.	R.	P.	£	s.	d.
Farmhouse, buildings, and land -	Brown, John - -	46	1	22	60	–	–
Ditto - -	Burton, Gideon - -	14	1	0	25	–	–
Land - - -	Callender, Messrs. -	1	2	25	9	5	–
Farmhouse, buildings, and land -	Dixon, John - -	107	0	26	192	16	–
Ditto - -	Gerrard, Wright - -	18	3	6	26	–	–
Ditto - - -	Grundy, Jonathan -	50	0	24	70	–	–
Ditto - -	Hacking, James - -	48	2	10	60	–	–
Ditto - - -	Hargreaves, James - -	40	0	0	117	11	3
Ditto - -	Harter, Isaac - -	14	0	28	17	–	–
Land - - -	Haslam, J. P. - -	1	0	0	2	10	–
Farmhouse, buildings, and land -	Heaton, Peter - -	21	1	23	36	16	3
Land - - - -	Horrocks, John - -	0	0	30	1	–	–
Farmhouse, buildings, and land -	Holgate, William -	42	1	21	135	–	–
Land - - -	Hough, John - -	9	3	26	12	–	–
Farmhouse, buildings, and land -	Lee, Thomas - -	53	0	2	69	9	–
Ditto - -	Low, John - -	29	0	13	74	10	8
Land - - - -	Makinson, Betty - -	0	0	3	–	5	–
Farmhouse, buildings, and land -	Marson, Charles - -	44	0	22	90	15	4
Ditto - -	Martin, Henry - -	68	2	12	140	–	–
Ditto - - -	Moss, Elizabeth - -	48	1	36	130	17	6
Ditto - -	Morris, Reubin - -	54	2	3	78	–	–
Ditto - - -	Pate, Alexander - -	96	2	23	197	5	9
Ditto - -	Pendlebury, John - -	45	3	38	87	–	–
Ditto - - -	Pendlebury, William -	68	0	12	118	–	–
Ditto - -	Pendlebury, William -	37	2	16	85	–	–
Ditto - - -	Phillips, William -	43	3	37	75	–	–
Ditto - -	Proctor, Robinson - -	29	2	21	76	18	6
Ditto - - -	Roberts, Robinson -	30	3	5	54	12	–
Ditto - -	Rothwell, Robert -	11	1	17	27	–	–
Ditto - - -	Settle, William - -	28	3	4	50	–	–
Ditto - -	Sharrock, Robert - -	12	0	21	35	7	–
Ditto - - -	Whittaker, Thomas -	57	2	32	106	–	–
Land - - - -	Southern, James - -	1	3	30	13	4	–
Ditto - - -	Stonor, C. J. - -	2	2	16	1	10	–
Woodlands, &c. - - -	In hand - - -	25	2	39	—		
Perpetual yearly Rents:							
Land for reservoir - -	Bolton Corporation -	23	2	10	261	9	5
	Ditto - - -				2	10	–
Land for railway - - - -	Lessees of North Union Railway.	8	3	6	67	18	10
Ditto - - -	Lancashire and Yorkshire Railway Company.	-	-	-	6	18	9
	Ditto ditto -	3	0	0	31	10	–
	Carried forward -	1,242	0	19	2,646	–	3

Description of Property.	Tenants Names.	Acreage.	Annual Rent.
	Brought forward -	A. R. P. 1,242 0 19	£ s. d. 2,646 - 3
Land held on lease - - -	Dixon, John - -	0 3 12	2 11 8
Ditto - - -	Harper, William - -	0 0 8	- 2 6
Ditto - - - -	Hodgkinson, John -	0 0 2	- 19 -
Ditto - - -	Isherwood, Charles -	0 1 27	10 11 8
Ditto - - - -	Longworth, William -	0 2 28	1 10 -
Ditto - - -	Markland, William -	0 1 0	- 5 -
Ditto - - - -	Marsden, Peter - -	0 0 8	- 3 -
Ditto - - -	Marquis de Rothwell -	0 1 30	6 10 9
Ditto - - - -	Scowcroft, J. S. - -	0 0 22	- 7 -
Miscellaneous Rents:			
Right of sporting - -	Ainsworth, R. H. - - -	- -	20 - -
Stone quarry - - - -	Boardman, Ellis - -	0 3 0	30 - -
Curling pond - - -	Bolton Curling Club -	1 0 25	6 18 -
Water right - - - -	Harrison, Robert - - -	- -	- 2 6
Brick ground - - -	Morgan, William - -	8 1 15	29 - -
Ditto - - - - -	Ditto, royalty paid in 1875 -	- -	136 4 2
Ditto - - - - -	Ormrod Brothers -	5 1 33	15 15 -
Ditto - - - - -	Ditto, royalty paid in 1875 -	- -	32 9 4
Tithe rentcharge - - -	Starkie, Le Gendre N. - -	- -	- 3 7
Stone quarry - - - -	Greenwood and others, paid in 1875.	0 2 4	91 - -
Stone yard - - -	Ditto ditto -		10 10 -
Land let or agreed to be let on lease for 999 years.	Ainscow, Sarah - -	0 0 $7\frac{1}{3}$	1 5 2
Ditto - -	Allen, Richard - -	1 0 $1\frac{2}{3}$	12 14 7
Ditto - - -	Arrowsmith, Peter Rothwell.	18 3 18	105 - -
Ditto - -	Ditto ditto -	1 0 0	7 7 -
Ditto - - -	Barry, James - -	0 2 $2\frac{1}{3}$	6 5 -
Ditto - -	Bashall, Reverend William	0 0 24	1 10 -
Ditto - - -	Boyes, William - -	3 0 9	31 2 6
Ditto - -	Bradshaw, Jonas James -	6 1 27	64 13 7
Ditto - - -	Bromilow, William -	4 2 21	64 5 6
Ditto - -	Callender, William Romaine, and others.	8 3 $36\frac{3}{4}$	135 16 4
Ditto - - -	Coffey, Thomas - -	3 0 0	24 - -
Ditto - -	Cooper, William - -	0 1 14	10 6 7
Ditto - - -	Cross, John Kynaston -	7 2 25	61 5
Ditto - -	Ditto ditto -	1 1 17	21 - -
Ditto - - -	Ditto ditto -	0 0 $19\frac{3}{4}$	3 15 -
Ditto - -	Cross, Thomas - -	13 0 3	136 13 10
Ditto - - -	Crook, Henry - -	12 0 0	90 - -
Ditto - -	Crook, Joseph - -	1 1 $11\frac{1}{2}$	26 13 4
Ditto - - -	Cullen, James - -	6 2 6	70 3 -
Ditto - -	Ditto - -	4 0 35	34 12 -
Ditto - - -	Cunliffe, George - -	4 1 13	68 4 4
Ditto - -	Francks, Henry - -	1 1 $16\frac{1}{2}$	20 10 -
Ditto - - -	Gidlow, Thomas - -	12 0 0	75 12 -
Ditto - -	Harwood, John - -	14 0 5	102 18 -
Ditto - - -	Haslam, John Percival -	1 1 20	55 11 10
Ditto - -	Haslam, Joseph Crook -	5 0 36	56 - -
Ditto - - -	Heaton, Edmund - -	0 0 13	2 10 -
Ditto - -	Heaton, John - -	0 0 $13\frac{1}{3}$	2 10 -
Ditto - - -	Holden, Joseph - -	0 1 $5\frac{1}{2}$	8 12 6
Ditto - -	Ditto - -	0 0 33	6 5 -
Ditto - - -	Ditto - - -	0 1 $5\frac{3}{4}$	8 13 4
Ditto - -	Holden, Thomas William	8 0 12	67 4 -
Ditto - -	Holdsworth, James Smith	6 0 0	44 2 -
	Carried forward -	1,408 2 $13\frac{6}{7}$	4,468 4 10

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Description of Property.	Tenants Names.	Acreage.	Annual Rent.
		A. R. P.	£ s. d.
	Brought forward -	1,408 2 13⅚	4,468 4 10
Land let or agreed to be let on lease for 999 years.	Holdsworth, James Smith	2 1 0	20 – –
Ditto - -	Ditto - -	1 3 24	23 19 6
Ditto - - -	Hope, George - -	0 1 20	7 11 3
Ditto - -	Hunt, Henry and Charles	0 1 10⅔	9 12 6
Ditto - - -	Hunt, James - -	0 0 15¾	3 – –
Ditto - -	Jackson, Joseph - -	6 1 30	40 10 –
Ditto - - -	Knowles, George -	0 3 33⅓	12 – –
Ditto - -	Ditto - -	1 2 36	24 – –
Ditto - - -	Knowles, John - -	9 1 34½	57 – –
Ditto - -	Ditto - - -	2 0 25	21 4 –
Ditto - - -	Ditto - - -	2 1 15	23 10 –
Ditto - -	Ditto - -	14 0 0	98 – –
Ditto - - -	Ditto - - -	7 1 0	50 15 –
Ditto - -	Knowles, William -	4 3 20	50 13 –
Ditto - - -	Ditto - -	4 0 4	33 16 –
Ditto - -	Ditto - - -	0 0 14½	3 13 –
Ditto - - -	Lord, Joseph Pickering -	2 0 29½	44 – –
Ditto - -	Ditto - -	4 1 9	38 9 –
Ditto - - -	Lythgoe, Richard - -	6 2 8	61 18 –
Ditto - -	Marsden, Mrs. H. -	1 2 3⅓	21 – –
Ditto - - -	Marsden, Joseph - -	4 2 4	33 5 2
Ditto - -	Ditto - -	0 1 29	3 3 4
Ditto - - -	Ditto - - -	4 2 17½	33 17 6
Ditto - -	Marsden, Joseph, junior -	6 3 15	88 – –
Ditto - - -	Marsden, William and James.	4 1 8	36 4 –
Ditto - -	Ditto - -	0 3 3⅓	15 11 –
Ditto - - -	Ditto - -	1 2 34	27 1 4
Ditto - -	McCrirrick, Thomas -	0 0 18½	1 16 4
Ditto - - -	Marsh, John - -	0 0 35⅓	12 10 –
Ditto - -	Mellor, Joseph - -	7 0 0	56 – –
Ditto - - -	Ditto - -	5 2 0	55 – –
Ditto - -	Morgan, William - -	0 1 5½	11 9 2
Ditto - - -	Morris, Francis - -	0 0 28½	4 10 6
Ditto - -	Musgrave, James - -	7 0 0	77 – –
Ditto - - -	Musgrave, John - -	1 0 33	35 5 –
Ditto - -	Nicholson, William -	0 0 26½	5 – –
Ditto - -	Ormrod, James - -	11 1 8	142 8 6
Ditto - - -	Ormrod, Joseph - -	2 0 37	33 15 –
Ditto - -	Pendlebury, Richard -	0 0 13⅔	2 11 9
Ditto - - -	Railway Company, Lancashire and Yorkshire.	0 0 12⅓	3 12 –
Ditto - -	Ramwell, William -	4 0 19	43 1 –
Ditto - - -	Rigby, Robert - -	0 0 6	– 16 2
Ditto - -	Slater, Thomas - -	0 0 13	2 10 –
Ditto - - -	Southern, James - -	0 1 18	14 12 4
Ditto - -	Stockdale, Richard -	0 3 32½	9 – –
Ditto - - -	Taylor, Charles - -	9 0 8	90 10 –
Ditto - -	Taylor, Matthew -	1 0 0	15 2 6
Ditto - - -	Thirlwind, John - -	0 0 33	4 3 4
Ditto - - -	Thompson, Jonah -	0 0 14	2 13 6
Ditto - - -	Walker, William - -	0 0 17⅔	3 6 9
Ditto - - -	Walker, John Adams -	7 2 35	55 9 6
Ditto - - -	Walmsley, Thomas Mather	6 2 28	90 – –
Ditto - - -	Warburton, William -	7 1 20	64 – –
Ditto - - -	Watkins, James - -	2 2 0	23 15 –
Ditto - - -	Ditto - -	1 1 5⅓	12 3 10
Ditto - - -	Winkworth, Stephen -	5 0 12	50 – –
Ditto - - -	Whitehead, William Edwin	2 2 0	26 5 –
Ditto - - -	Whittaker, James - -	2 2 0	20 – –
Ditto - - -	Ditto - -	3 3 20	19 7 6
Ditto - - -	Young, William - -	9 0 3	82 8 –
	Totals - -	1,604 2 12	6,420 1 1

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Township of Rumworth, Parish of Deane, County of Lancaster.

Description of Property.	Tenants Names.	Acreage.	Annual Rent.
		A. R. P.	£ s. d.
Farmhouse, buildings, and land -	Ainscough, John - -	67 0 19	130 – –
Land - - - -	Brown and Hegson -	1 2 39	8 14 4
Ditto - - - - -	Crompton, Joseph -	8 3 21	22 1 –
Ditto - - - -	Crompton, William -	10 0 4	39 2 6
Farmhouse, buildings, and land -	Dewhurst, Seth - -	41 2 27	105 – –
Ditto - -	Eastwood, Christopher -	42 2 16	104 10 –
Land - - - -	Farnworth, Ann - -	0 0 12	– 5 –
Ditto - - - -	Gregory, Peter - -	0 0 24	– 10 6
Farmhouse, buildings, and land -	Hibbert, Joseph - -	45 0 33	86 4 –
Ditto - -	Hibbert, Samuel -	63 1 15	127 10 –
Ditto - - -	Hibbert, Thomas - -	27 1 3	63 12 –
Ditto - -	Hibbert, Thomas J. -	63 0 27	95 – –
Ditto - - -	Horrocks, John - -	31 2 22	79 10 –
Ditto - -	Hough, James - -	51 0 26	125 6 –
Ditto - - -	Hough, William - -	50 1 12	94 18 –
Ditto - -	Hough, Samuel - -	61 2 14	145 – –
House and garden - - -	Hulme, S., executors -	2 3 25	10 – –
Farmhouse, buildings, and land -	Lythgoe, Samuel -	10 0 14	20 2 –
Land - - - -	Manchester, Peter -	2 3 5	6 – –
Farmhouse, buildings, and land -	Parker, James - -	89 3 6	175 9 –
Land - - - -	Platt, N. H. - - -	3 0 3	13 10 –
King's Head Inn and land -	Rostron, John - -	3 1 3	50 – –
Land - - - -	Ditto - - -	2 1 28	10 10 –
Buildings and land - -	Brocklehurst, late Rosbottom.	5 1 19	16 – –
Land - - - -	Smith, James, executors -	3 0 33	8 – –
Farmhouse, buildings, and land -	Smith, Robert - -	23 3 11	63 5 –
Ditto - - -	Taylor, Thomas - -	15 0 28	36 – –
Farmhouse, buildings, and land -	Taylor, James - -	40 3 0	90 – –
Land - - - -	Turnpike Trustees -	0 0 5	– 1 2
Farmhouse, buildings, and land -	Winward, Alice - -	63 2 19	128 16 –
Woods, &c. - - - -	In hand - - -	16 2 33	—
Land let on leases - - -	Bellamy, John - -	0 0 33	– 10 –
	Boardman, J., executors -	0 1 0	1 1 –
	Kershaw, Thomas -	0 1 13	– 10 –
	Platt, James, executors -	0 0 22	– 10 –
	Winward, Alice - -	0 1 0	– 10 –
Miscellaneous Rents :			
Tithe - - - -	Dean Sunday School Sick Society.	- - -	– – 6
Ditto - - -	Deane, Vicar of - -	- - -	– 2 6
Ditto - - - -	Hampson, William -	- - -	– 1 6
Ditto - - -	Hulton, William Ford -	- - -	– 1 3
Ditto - - - -	Lomax, John - -	- - -	– – 6
Colliery - - -	Rosbottom, now Brocklehurst, paid in 1875.	0 2 11	194 – 3
	Carried forward -	850 2 25	2,052 4 –

Description of Property.	Tenants Names.	Acreage.	Annual Rent.
		A. R. P.	£ s. d.
	Brought forward -	850. 2 25	2,052 4 –
Acknowledgment - - -	Boating Club - -	- - -	– 10 –
Brick ground - - -	Brown & Higson, surface rent.	3 0 2	15 1 3
Ditto - - - -	Ditto, minimum, royalty for bricks.	- - -	62 10 –
Acknowledgment - - -	Pasquil, Betsy - -	- - -	– 2 –
Perpetual yearly Rents:			
Land for reservoir - -	Bolton Corporation -	38 0 5	279 10 7
Ditto - - - - -	Ditto - -	5 3 36	120 11 11
Land let or agreed to be let on leases for 999 years.	Banks & Grisdale -	0 3 26½	34 – –
	Boardman, James -	0 0 2⅝	– 10 –
Ditto - -	Bullough, William -	0 0 9	1 8 6
Ditto - - -	Ditto - -	0 0 18	3 10 9
Ditto - -	Bolton Brick and Building Company.	1 0 7	36 16 6
Ditto - - -	Brown and Higson -	2 2 9	64 9 2
Ditto - -	Cole, Thomas - -	0 1 28	11 7 4
Ditto - - -	Crompton, Joseph -	0 1 25½	14 9 –
Ditto - -	Edge, James Broughton	1 0 6	23 10 –
Ditto - - -	Gerrard, Thomas -	0 0 2	– 7 4
Ditto - -	Hampson, Peter - -	0 0 19¾	3 15 –
Ditto - - -	Hartley, John - -	0 0 9½	1 16 –
Ditto - -	Haworth, John - -	0 0 2⅝	– 10 –
Ditto - - -	Heaton, Thomas and Joseph.	6 2 31	46 17 1
Ditto - -	Ditto ditto - -	8 0 12	56 10 6
Ditto - - -	Ditto ditto - -	4 0 21	28 18 4
Ditto - -	Ditto ditto - -	2 3 2	19 6 9
Ditto - - -	Ditto ditto - -	4 0 33	29 8 10
Ditto - -	Ditto ditto - -	0 0 39¼	7 8 4
Ditto - - -	Ditto ditto - -	0 0 29	3 19 –
Ditto - -	Ditto ditto - -	0 2 14¼	23 15 –
Ditto - - -	Hibbert, Joseph - -	0 0 35	8 18 –
Ditto - -	Horrocks, James - -	0 2 30½	16 – –
Ditto - - -	Horsfield, John - -	0 1 2½	8 – –
Ditto - -	Ormrod, Ellen - -	0 0 9	1 11 2
Ditto - - -	Ralph, Thomas - -	0 0 10½	2 – –
Ditto - -	Worthington, James -	0 0 9	1 14 –
Ditto - - -	Ditto - -	0 0 8½	1 12 6
	Total - -	932 3 0	2,982 18 10

SUMMARY.

	Acreage.	Annual Rent.
	A. R. P.	£ s. d.
In the township of Heaton - - -	1,604 2 12	6,420 1 1
In the township of Rumworth - - -	932 3 0	2,982 18 10
Totals - - -	2,537 1 12	9,402 19 11

SECOND SCHEDULE.

A sum of ten thousand pounds (the aggregate of three several mortgage debts of seven thousand one hundred pounds, two thousand three hundred and twenty pounds ten shillings and ninepence, and five hundred and seventy-nine pounds nine shillings and threepence), secured upon certain rents reserved on leases for nine hundred and ninety-nine years, part of the estates comprised in the First Schedule hereto, by a term of five hundred years created by the will of Henry Blundell, dated the twenty-fourth day of July one thousand eight hundred and nine, and by virtue of a certain indenture dated the sixth day of November one thousand eight hundred and sixty-eight, and expressed to be made between Thomas Lever Rushton (therein described) of the first part, the said Sir Charles Henry Tempest of the second part, and Peter Brendon, of Number twenty-two, Inverness Terrace, Bayswater, in the county of Middlesex, Esquire, Charles Hamilton Fenton, Esquire, a captain in the Fifth Royal Lancashire Militia, William Ford, of Gray's Inn, in the county of Middlesex, Esquire, of the third part, now vested in the said Peter Brendon, Charles Hamilton Fenton, and William Ford.

A sum of ten thousand pounds, secured upon certain lands in the township of Rumworth, part of the estates comprised in the First Schedule hereto, by a term of one thousand years created by an indenture dated the twenty-ninth day of May one thousand eight hundred and forty-five, and expressed to be made between Henry Tempest of the first part, Jemima Tempest of the second part, and Charles Towneley and Sir John Gerard, Baronet, of the third part, and by virtue of a certain indenture dated the sixth day of November one thousand eight hundred and sixty-eight, and expressed to be made between James Cunningham (therein described) of the first part, the said Sir Charles Henry Tempest of the second part, and the Reverend Edward Augustus Pitcairn Campbell, of Childwall, Liverpool, in the said county of Lancaster, clerk, the said Peter Brendon Theodore Kensington, of New College, in the University of Oxford, Esquire, and Frances Anne Belson, of Woolwich Common, in the county of Kent, widow, now vested in the said Edward Augustus Pitcairn Campbell and Peter Brendon Theodore Kensington.

A sum of five thousand pounds, secured upon certain perpetual yearly ground rent and rents reserved on leases for nine hundred and ninety-nine years, part of the said estates comprised in the said First Schedule hereto, by a term of one thousand five hundred years created by a certain indenture dated the seventh day of June one thousand eight hundred and sixty-five, and expressed to be made between Charles Towneley and William Gerard Walmesley of the first part, the said Sir Charles Henry Tempest, then Charles Henry Tempest, of the second part, the said Henry Petre, Richard Edmund St. Lawrence, Earl of Cork and Orrery, Augustus Henry De Trafford, and Le Gendre Nicholas Starkie, of the third part, and Edward Petre and Robert Farre Dalrymple of the fourth part, and by a certain other indenture dated the sixth day of November one thousand eight hundred and sixty-eight, and expressed to be made between the said James Cunningham of the first part, Paget Peploe Mosley of the second part the said Sir Charles Henry Tempest

of the third part, and the said Frances Anne Belson of the fourth part, now vested in James William Chandler and Henry George Belson, the executors of the said Frances Anne Belson, now deceased. A.D. 1876.

A jointure rentcharge of one thousand pounds, payable to the said Jemima Tempest, the mother of the said Sir Charles Henry Tempest, charged upon certain lands, parts of the said estates comprised in the said First Schedule hereto, by the before-mentioned indenture of the twenty-ninth day of May one thousand eight hundred and forty-five.

A sum of five thousand nine hundred and ninety-five pounds, charged upon the whole of the said estates by the herein-before recited indenture of the wentieth day of May one thousand eight hundred and sixty-two in favour of the said Mary Ethel Tempest, contingent on her attaining the age of twenty-one years, or marrying under that age, and secured by a term of one thousand five hundred years created by the same indenture, and vested in the said Augustus Henry de Trafford, Le Gendre Nicholas Starkie, Richard Edmund St. Lawrence, Earl of Cork and Orrery, and Henry Petre.

An annual sum, by way of pin money, payable to Harriette Manson Tempest during the joint lives of herself and the said Sir Charles Henry Tempest, secured by the term of ninety-nine years, limited to the said Paget Peploe Mosley and John Foster Elmslie by the herein-before recited indenture of the thirtieth day of May one thousand eight hundred and seventy-four.

A jointure rentcharge of one thousand pounds, payable to Harriette Manson Tempest, contingent on her surviving the said Sir Charles Henry Tempest, charged upon certain perpetual yearly rents and rents reserved on leases for nine hundred and ninety-nine years, parts of the said estates comprised in the said First Schedule hereto, by the herein-before recited indenture of the thirtieth day of May one thousand eight hundred and seventy-four, and secured by a term of three hundred years created by the same indenture, and vested in the said Paget Peploe Mosley and John Foster Elmslie.

A sum not exceeding in the whole the sum of twelve thousand pounds (but including the said sum of five thousand nine hundred and ninety-five pounds charged in favour of the said Mary Ethel Tempest if the same should become payable), charged upon the last-mentioned rents for the portions for the children of the said Sir Charles Henry Tempest and Harriette Manson Tempest by the said herein-before recited indenture of the thirtieth day of May one thousand eight hundred and seventy-four, and secured by a term of one thousand three hundred years created by the same indenture, and vested in the said Arthur Cecil Tempest and Arthur Hare Vincent.

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