ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. 22.

An Act to enable the Trustees of a Settlement executed prior to the Marriage of *Thomas Thornhill*, late of *Fixby* in the County of *York*, Esquire, deceased, with *Honoria Forester* Spinster, to grant Building and other Leases of the Estates subject to the Trusts of the said Settlement, and to sell and exchange the same; and for other Purposes. [31st *July* 1854.]

WHEREAS *Thomas Thornhill*, late of *Fixby* in the County of *York*, Esquire, deceased, (herein-after referred to as *Thomas Thornhill* the Son,) being seised to him and his Heirs of or entitled to an Estate of Inheritance, according to the Custom of the Manor of *Wakefield* in the said County of *York*, in certain Messuages, Cottages, Mills, Farms, Lands, and Hereditaments situate and being at *Fixby*, *Rastrick*, *Toothill*, *Brighouse*, and *Hipperholme*, or within the Townships, Precincts, or Territories of *Fixby*, *Rastrick*, *Toothill*, *Brighouse*, and *Hipperholme*, within the several Graveships of *Rastrick* and *Hipperholme* in the said Manor, to which he was admitted at a Great Court Baron held for the said Manor of

Indenture of Settlement dated 13th November 1839.

Wakefield on the Fifteenth Day of *October* One thousand eight hundred and four, did by an Indenture of Settlement bearing Date the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, and made between the said *Thomas Thornhill* (the Son) of the First Part, *Honoria Forester* Spinster of the Second Part, and *Mark Milbank* and *William Henry Meyrick*, Esquires, of the Third Part, being a Settlement made prior to the Marriage of the said *Thomas Thornhill* (the Son) with the said *Honoria Forester* afterwards *Honoria* his Wife, covenant with the said *Mark Milbank* and *William Henry Meyrick* that he the said *Thomas Thornhill* (the Son) would, as soon as conveniently might be, surrender into the Hands of the Lord of the said Manor all the Copyhold Tenements to which he was admitted Tenant as aforesaid, with their Appurtenances, to the Uses and upon the Trusts therein expressed and declared and herein-after set forth of and concerning the same; (that is to say,) to the Use of the said *Thomas Thornhill* (the Son) and his Assigns during his Life, with Remainder to the Use of *Clara Thornhill* (the Daughter and only Child of the said *Thomas Thornhill* the Son by a former Wife) and the Heirs of her Body, and on Failure of such Issue, to the Use of all the Children, if there should be more than One, of the said then intended Marriage between the said *Thomas Thornhill* (the Son) and the said *Honoria Forester* (other than and except an eldest Son or an only Daughter of the said then intended Marriage who under or by virtue of the Limitations of the Will of *Thomas Thornhill*, formerly of *Fixby* aforesaid, Esquire, the paternal Grandfather of the said *Clara Thornhill*, should be entitled to the Freehold Hereditaments thereby devised for an Estate of Freehold or Inheritance therein in possession,) in equal Shares as Tenants in Common, and the Heirs of the respective Bodies of such Children, with cross Remainders in Tail between such Children, and in case there should be originally only One Child of the said intended Marriage (other than and except as aforesaid), then to the Use of such only Child and the Heirs of his or her Body, and on Failure of such Issue to the Use of the eldest or only Son or eldest Daughter of the said then intended Marriage, so excepted as aforesaid, and the Heirs of his or her Body, and on Failure of such Issue to the Use of the said *Thomas Thornhill* (the Son), his Heirs and Assigns for ever; and it was by the Indenture now in recital provided and declared, that in case by reason of the Death and Failure of Issue Male of the said *Thomas Thornhill* (the Son) the said Freehold Hereditaments so devised as aforesaid should under or by virtue or in consequence of the Limitations contained in the said Will descend upon or come to the said *Clara Thornhill* or her Issue for an Estate of Freehold or Inheritance in possession therein, and there should then or thereafter be living any Issue of the said then intended Marriage, then and in such Case the Limitations in the said Indenture of Settlement contained of the said Copyhold Tenements

ments to the Use of the said *Clara Thornhill* and the Heirs of her Body should absolutely cease, and the Limitations in the same Settlement contained concerning the said Copyhold Tenements in remainder expectant on the Determination of the said Limitation to the Use of the said *Clara Thornhill* and the Heirs of her Body should be accelerated and take effect in the same Manner as if the said *Clara Thornhill* were dead without Issue: And whereas pursuant to the Covenant contained in the said Indenture of Settlement the said *Thomas Thornhill* the Son on or about the Twenty-third Day of *November* One thousand eight hundred and forty duly surrendered the Copyhold Estates to which he was so admitted as aforesaid, with the Appurtenances, to the Use of the said *Mark Milbank* and *William Henry Meyrick*, their Heirs and Assigns, upon the Trusts of the said Indenture of Settlement, to be holden of the Lord of the said Manor of *Wakefield* by the Rents, Suits, and Services due in respect thereof according to the Custom of the said Manor, and shortly after such Surrender, to wit, on or about the Fourth Day of *December* One thousand eight hundred and forty, the said *Mark Milbank* and *William Henry Meyrick* were duly admitted Tenants to the said Copyhold Estates: And whereas the said *Thomas Thornhill* (the Son) departed this Life on or about the Twenty-ninth Day of *May* One thousand eight hundred and forty-four, without having had Male Issue, and thereupon the said *Clara Thornhill* became Tenant in Tail in possession of the said Freehold Estates devised by the Will of the said *Thomas Thornhill* the Grandfather: And whereas there were Two Children, and no more, of the said Marriage between the said *Thomas Thornhill* (the Son) and the said *Honoria Forester*, namely *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, who are both Infants under the Age of Twenty-one Years, to wit, of the Ages following, (that is to say,) the said *Honoria Louisa Thornhill* of the Age of Thirteen Years or thereabouts, and the said *Eleanor Frances Thornhill* of the Age of Ten Years or thereabouts, and who, by virtue of the Limitations contained in the said Indenture of Settlement and of the Events which have happened, have become and are now entitled in Equity to the Copyhold Estates subject to the Trusts of the same Indenture of Settlement, as Tenants in Common in Tail in possession: And whereas the said *Honoria*, the Wife of the said *Thomas Thornhill* (the Son), subsequently intermarried with and is now the Wife of *Henry Hungerford Holditch Hungerford* Esquire, and the said *Honoria Hungerford* was by an Order of the Court of Chancery bearing Date the Third Day of *May* One thousand eight hundred and fifty-one appointed the Guardian of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*: And whereas the said *Thomas Thornhill* (the Son) died intestate as to the Reversion in the said Estates comprised in the said Indenture of Settlement vested in him;

and

and the said *Clara Thornhill*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill* are the only Children and Co-Heiresses-at-Law of the said *Thomas Thornhill* (the Son), according to the Custom of the Manor of which the same Copyhold Tenements are held: And whereas the said *Honoria Hungerford* is the Testamentary Guardian of the said *Clara Thornhill*, and by an Order made in the Cause of *Thornhill* versus *Thornhill*, bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and fifty-four, the said *Honoria Hungerford* was directed, on behalf of the said *Clara Thornhill*, as One of the Co-Heiresses of the said *Thomas Thornhill* (the Son), to consent to this present Act: And whereas the said Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and thirty-nine contains a Power of leasing, whereby it is provided that it should be lawful for the said *Thomas Thornhill* (the Son) during his Life, and after his Decease for the Person or Persons who under the Provisions therein-before contained should for the Time being be entitled to the Possession or to the Receipt of the Rents and Profits of the said Copyhold Estates for an Estate Tail therein, as and when such Person or Persons should respectively be so entitled and should be of the Age of Twenty-one Years, and for the Trustees or Trustee for the Time being of the said Indenture of Settlement during the Minority or respective Minorities of any Person or Persons who should be so entitled, by Indenture or Indentures, to be sealed and delivered by the Person or Persons to whom the said Power of Authority was given, to grant Leases for the Term of Twenty-one Years at a Rackrent, under the usual Covenants and Conditions; but the said Indenture does not contain any Power enabling the granting of Building Leases of any Parts of the Estates: And whereas the said Indenture of Settlement contains no Power of Sale or Exchange which can be exercised during the Minority of the Persons for the Time being entitled as Tenants in Tail of the said Copyhold Estates under the Limitations of the same Indenture: And whereas the said Copyhold Estates of which the said *Mark Milbank* and *William Henry Meyrick* are Trustees as aforesaid are situate within Three Miles of the Town of *Huddersfield* in the West Riding of the County of *York*, in which Town and in the Neighbourhood thereof a large Increase of Dwelling Houses and of Mills and other Buildings for manufacturing Purposes has taken place within the last few Years, and there is still a great and increasing Demand in the said Town and Neighbourhood for Building Sites for the Erection, as well of Mills, Manufactories, and other Buildings suitable for manufacturing Purposes, as also of Villas and Dwelling Houses, and numerous Applications have been made to *John Hodgson Ramsbotham* Esquire, the Agent of the said *Mark Milbank* and *William Henry Meyrick*, for the Grant of Part of the said Copyhold Estates as Sites to build upon for the Purposes aforesaid: And whereas the Woollen

Indenture of Settlement, dated 13th November 1839.

But no Power to grant Building Leases.

Woollen Trade in all its Branches is extensively carried on upon or in the Neighbourhood of the said Copyhold Estates, and there are considerable Facilities upon the same Estates for obtaining Water for manufacturing Purposes: And whereas the Estates of several Proprietors whose Lands adjoin or are near to the said Town of *Huddersfield* have been greatly augmented in Value from the Fact of such Proprietors having granted Leases for the Purposes aforesaid: And whereas it is the Custom in the Neighbourhood of the said Copyhold Estates to grant Building Leases for the Term of Nine hundred and ninety-nine Years: And whereas there is no Residence upon the said Copyhold Estates fit for the Occupation of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*: And whereas the said Copyhold Estates have been in the Possession of the Ancestors of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* for very many Years, and several Persons, Tenants from Year to Year of Portions of the said Copyhold Estates, have at various Times built at their own Expense upon their Holdings, without having any Lease or Agreement for a Lease of such Buildings, and upon the Faith only of not being disturbed by the Owners of the said Estates, Ancestors of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, and such Persons have paid and do now pay Ground Rents in respect of such their Holdings, but in consequence of the Uncertainty of their Tenure the Buildings have in many Instances been suffered to fall into Dilapidation and bad Repair, and it would require a considerable Sum of Money to put the whole of such Buildings into good Repair: And whereas the Number of Holdings thus circumstanced amounts to between Thirty and Forty, and some such Buildings consist of Cottages of a superior Class which are for the most part inhabited by Persons employed in the Woollen Trade, and it is expedient and is just towards the Persons who have so built, and it would be for the Benefit of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* and those entitled in remainder to the said Estates, that Power should be obtained to grant Leases of the said Holdings for the Term of Ninety-nine Years, upon Payment of a Fine not to exceed in Amount Seven Years of the Ground Rent for the Time being payable in respect thereof, such Leases to contain proper Covenants and Stipulations, having regard to the Circumstances of each Case; and it has been ascertained that many of the Persons now in the Possession of such Holdings would accept Leases upon the Terms aforesaid: And whereas it is necessary, as well for the due Preservation of the Buildings upon the said Estates, and the proper Cultivation and Management of the same, as to prevent some of the most eligible Tenants on the said Estates giving up their Holdings, that Repairs and Improvements of a substantial and permanent Nature should be made from Time to Time, and some such Repairs and Improvements have already been made; but there is no Power in the said Indenture

of Settlement authorizing the Expenditure of Money for that Purpose, and unless a Power to charge the Amount of Monies already so expended upon the said Estates be conferred, the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, out of whose Income the said Monies have been paid, or those entitled to their Personal Estate will lose such Monies: And whereas the Copyhold Estates of which the said *Mark Milbank* and *William Henry Meyrick* are Trustees as aforesaid, and which are specified in the First Schedule to this Act, adjoin to and are intermixed with and in fact were formerly held as One Estate together with certain Freehold Estates in the said County of *York* of which the said *Clara Thornhill*, who is an Infant under the Age of Twenty-one Years, is now Tenant in Tail in possession, and of which said Freehold Estates the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* respectively are Tenants in Tail in remainder, and in the Year One thousand eight hundred and fifty-two an Act of Parliament was passed, upon an Application made under the Sanction of the Court of Chancery in the Cause of *Thornhill* versus *Thornhill*, instituted for the Administration of the said Freehold Estates and other Purposes, by which Act, the Short Title of which is "*Thornhill*'s Estate Act, 1852," Powers were conferred for granting Building Leases, and for authorizing the Sale and Exchange of the said Freehold Estates, and for charging the same Estates with Monies laid out for permanent Improvements and substantial Repairs upon the said Estates, during the Minority of the said *Clara Thornhill* or other the Person or Persons entitled to the said Freehold Estates as Tenants in Tail, during the respective Minorities of such Tenants in Tail, and other Powers were also conferred for the better Management of the said Estates, and under the Sanction of the said Court of Chancery Application has been made to Parliament in the present Session for an Act of Parliament for the Purpose of enlarging and extending the said Powers, and conferring other Powers for the better Management of the said Estates: And whereas the Copyhold Estates of which the said *Mark Milbank* and *William Henry Meyrick* are such Trustees as aforesaid and the said Freehold Estates are similarly circumstanced as regards their Adaptation for Building Purposes, and other the general Purposes for which the said Act was granted, and for which the said further Act is sought to be obtained, and it will be greatly for the Advantage of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, and other the Persons who may become entitled to the said Copyhold Estates or the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, that Powers of granting Leases authorizing the Erection of Buildings for manufacturing and other Purposes as well as of Villas and Dwelling Houses upon such Estates, and of granting Leases of Waterleave and Water Powers upon and over the same, and of making Sales and Exchanges of such Estates, and of strengthening the

the Boundaries of the same, and of charging the same Estates with Monies already expended or hereafter to be expended in or for permanent Repairs or substantial Improvements thereon, and other Powers for the better Management of such Estates, should be granted in manner herein-after expressed: And whereas the Powers conferred by "*Thornhill's* Estate Act, 1852," and those sought to be obtained in the Application to Parliament now pending, are exercised and intended to be exercised either under the Authority of the said Court of Chancery or with the Consent of Three Trustees appointed by the said Court under the Powers of the said Act, and called "Building Lease Trustees," the Vacancies occurring in the Number of which Trustees are to be filled up by the said Court from Time to Time, and it is desirable and would be for the Advantage of the Owners of the said Freehold and Copyhold Estates respectively that a Uniformity of Plan and Operations should exist with respect to the Buildings intended to be erected on the said Freehold and Copyhold Estates respectively, and the Roads, Streets, and other Works to be made upon the same respectively, which Uniformity would be promoted by the same Body of Trustees being enabled to act on behalf of the Owners of each of the said Estates respectively: And whereas the Reverend *Alfred Brown* Clerk, M.A., Vicar of *Calverley* in the said County of *York*, *John Hodgson Ramsbotham* of *Huddersfield* in the said County of *York*, M.D., and *Christopher White* of *Lincoln's Inn Fields* in the County of *Middlesex*, Gentleman, have been duly appointed by the said Court of Chancery and are now "Building Lease Trustees" for the Purposes mentioned in "*Thornhill's* Estate Act, 1852," and they are willing to accept the Office of Trustees for the Purposes of the Building Leases to be granted under the Powers of this Act, and other Purposes herein-after expressed: And whereas in or about the Month of *May* One thousand eight hundred and fifty-three a Suit was instituted in the High Court of Chancery by the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, by *Francis Forester*, their next Friend, against the said *Mark Milbank* and *William Henry Meyrick*, for the Purposes of having the Trusts of the said Indenture of Settlement carried into execution under the Direction of the said Court of Chancery, and for taking an Account, under the Direction of the said Court, of the Rents and Profits of the said Copyhold Estates received by the said *Mark Milbank* and *William Henry Meyrick* or either of them, or by the Order or for the Use of them or either of them, and of the Application thereof, and for other Purposes, and divers Proceedings have been had in the said Suit: And whereas by an Order of the said Court made in the said Cause of *Thornhill* versus *Milbank* on the Tenth Day of *March* now last past by his Honour Vice-Chancellor *Kindersley*, to whose Branch of the Court the said Cause is attached, upon the Petition of the said *Honoria Levisa Thornhill* and *Eleanor Frances*

Order of Court dated 10th March 1854.

Frances Thornhill, after stating that the Court, being of opinion that it would be proper and for the Benefit of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* and their Estates, that an Act of Parliament should be applied for to enable the Trustees for the Time being of the Estates comprised in the said Indenture of Settlement to grant Building Leases thereof, and also authorizing the charging the same Estates with all such Sums of Money as should be certified from Time to Time by the Court to have been expended in substantial Repairs or Improvements of a permanent Nature on the said Estates in favour of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* respectively, or their respective Representatives, in the event of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, or either of them, dying under the Age of Twenty-one Years, and also authorizing the said last-mentioned Trustees, with the Consent of the said Court, to effect Sales or Exchanges of such Parts of the said Estates as the said Court should from Time to Time approve of and direct to be carried into effect, and also authorizing the said last-mentioned Trustees to enter into such Arrangements with the Proprietors of Estates adjoining the Estates of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, for straightening the Boundaries of the said Estates or any Parts thereof, and to carry the same into effect the said Court did order that a Draft of a Bill, to be submitted to Parliament for the Purposes aforesaid, and such other Purposes as the Judge to whose Court the said Cause was attached should think fit, should be approved of and settled by the said Judge; and it was ordered that the said *Mark Milbank* and *William Henry Meyrick* should be at liberty to present the necessary Petition to Parliament for Leave to bring in such Bill as the said Judge should approve; and it was ordered that the Expense of applying for and obtaining the said Act of Parliament, and all Proceedings incidental thereto, should be borne out of the Personal Estate of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* in equal Moieties: And whereas the Right Honourable Sir *Richard Torin Kindersley*, the Judge to whose Court the said Cause of *Thornhill* versus *Milbank* is attached, has approved of the Draft of a Bill marked (B.) for effecting the several Objects and Purposes aforesaid, and in testimony of such his Approval *Fredrick Erasmus Edwards* Esquire, the Chief Clerk of the said Judge, has signed such Approval and Allowance in the Margin of such Draft, which Draft includes all the several Facts and Circumstances aforesaid: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Mark Milbank* and *William Henry Meyrick*, as Trustees of the said Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, and the said *Honoria Hungerford*, as the Guardian of and on behalf of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, and on behalf of the

the said *Clara Thornhill*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Appointment of Trustees.

I. From and immediately after the passing of this Act the said *Alfred Brown*, *John Hodgson Ramsbotham*, and *Christopher White* shall be Trustees for the Purposes herein-after expressed, and upon the Death, Resignation, Incapacity, or Refusal to act, going abroad, or Removal by the Court of Chancery of any of them the said *Alfred Brown*, *John Hodgson Ramsbotham*, and *Christopher White*, or any Trustee appointed under this Power, the said Court may appoint another Person or Persons in his or their Stead for the Purposes herein-after expressed, and so from Time to Time as there shall be Occasion.

Power to Court of Chancery to remove Trustees.

II. The said Court of Chancery shall have Power to remove any Person appointed or to be appointed a Building Lease Trustee for such Cause as to the said Court shall seem sufficient.

Duties of Building Lease Trustees.

III. It shall be lawful for the "Building Lease Trustees," under which Expression as it is used in this Section, when it occurs hereafter in this Act, are to be included the said *Alfred Brown*, *John Hodgson Ramsbotham*, and *Christopher White*, or any other Persons who from Time to Time shall be Trustees of the Building Lease Powers appointed by this Act, to lay out such Parts of the said Estates now or from Time to Time subject to the Trusts of the said Indenture of Settlement as are intended to be built upon, and settle the Terms (subject to the Provisions herein-after contained) upon which Leases thereof or of distinct Parts thereof shall be granted, and no Building Leases shall be granted without the Consent of the Building Lease Trustees; and it shall be lawful for the Building Lease Trustees to make or cause to be made and adopt all such Plans, Surveys, Estimates, and Valuations as they shall from Time to Time think fit for the better and more conveniently and effectually carrying out the Objects and Purposes of this Act relating to the granting of Building Leases, and also to enter into Contracts with any Person for the making of any Roads, Ways, Streets, Drains, Sewers, or other Works as they shall consider expedient for the more advantageous letting or better Enjoyment of the Grounds to be demised, and that either before or after the granting of any Lease or Leases of such Grounds or any Part thereof; and the Determination or Judgment of the said Building Lease Trustees shall not be impeached or called in question by reason or on account of any Error or Mistake in such

Plans, Surveys, Estimates, or Valuations, nor shall the Building Lease Trustees be in anywise answerable or accountable for any Act, Deed, Matter, or Thing made, done, or executed in the Premises from Error of Judgment only, nor shall any One or more of them be accountable for the others or other of them, but each of them only for his or their own wilful and intentional Default.

How Assent of Building Lease Trustees to be given.

IV. The Assent of the Building Lease Trustees to any Building Lease or Contract for Building Lease shall be testified either by their being Parties to and executing such Lease or Contract, or by a Certificate under their Hands indorsed upon or annexed to such Lease or Contract.

General Powers of granting Building Leases.

V. The said *Mark Milbank* and *William Henry Meyrick*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, during the Infancy of such Persons or Person as under the Limitations of the Trusts of the same Indenture are or shall from Time to Time be entitled as Tenants in Tail in possession, or Tenant in Tail in possession, to the Estates now or from Time to Time subject to the Trusts of the same Indenture, with the Consent of the Building Lease Trustees, may grant, demise, or lease for any Term not exceeding Nine hundred and ninety-nine Years, in possession, all or any Part of the Estates now or from Time to Time subject to the Trusts of the said Indenture, with or without the Timber or other Trees thereon, to any Person or Persons who shall be willing substantially to improve or repair any of the present or any future Houses, Mills, Manufactories, Warehouses, Workshops, or other Buildings upon any Part of the said Estates, or to erect and build any new House or Houses, Mill or Mills, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Building or Buildings on any Part of the said Estates whereon no Building shall be then standing; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings or Works standing or being upon or within the Land or Ground comprised in such Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; 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 Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or the general Improvement of the Premises; and also with or without Liberty for the

Lessee

Lessee or Lessees to make, lay, or use, in or under any Part of the Land and Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been leased of the said Lands or Grounds, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessees to dig, take, and carry away, in and out of the Lands or Grounds to be comprised in his, her, or their Lease or respective Leases, any Building, Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil which it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks and Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid, but not for the Purpose of Sale; 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 Liberties or Privileges, in, upon, through, over, or under the Lands or Grounds leased; and with or without any other Liberties, Privileges, or Reservations which are reasonable or usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into and 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 other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Estates; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Party granting such Lease or Leases respectively as to the Mode in which other Part or Parts of the said Estates shall be built upon, laid out, used, or improved; and also reserving or not reserving out of any such Lease the Right of granting to any other Person the Use of any Water standing, springing, or flowing upon or out of any Part of the Lands demised, either exclusively or in common with the Lessee or Lessees or others; so as in every such Lease there be reserved and made payable (except in the Case where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering 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 any such Lease be made payable half-yearly or oftener;

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 or granting the same, except as regards such Leases as shall be granted of the Premises specified in the Second Schedule to this Act; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed thereon there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed on to be built or constructed on the Premises within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Term to be thereby granted such Buildings and Works; and so as in every Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; 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 specified for that Purpose; and so as in every Lease to be made for any of the Purposes aforesaid there be contained a Covenant on the Part of the Lessee or Lessees for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Mills, Manufactories, Warehouses, Workshops, Erections, Buildings, and Works to be erected and built, or improved, repaired, or constructed on the Premises therein comprised, on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease there be contained a Power for the Person or Persons who shall for the Time being be entitled to the Reversion expectant on the Determination of the Term granted by any such Lease, his, her, or their Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited, unless the same shall be a Peppercorn, or any Part thereof, shall at any Time be in arrear for a Period, to be therein specified, not exceeding One Year, and shall not be paid within a further Period, to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant

or

or One of the Tenants of the Premises to be comprised in the same Lease, or if the Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of Repair to the Value of Fifty Pounds or other greater or less Sum to be specified in the Lease, and the same shall not be repaired within a Period to be therein specified after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or in case it shall be thought desirable, and shall be so provided in such Lease, on the Non-performance of any of the Covenants, Provisoes, and Conditions to be contained in any such Lease on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions, then and in any of such Cases it shall be lawful for the Person or Persons for the Time being entitled to the Reversion expectant on the Determination of the Term granted by any such Lease for Years as aforesaid to enter into and upon the Hereditaments comprised in such Lease; and either with or without a Proviso, as to the Person or Persons making or granting such Lease shall seem fit, that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant contained for the Payment of the Rent, and such other Covenants, Provisoes, 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 be 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 Lease shall also contain Covenants on the Part of the Lessee or Lessees regarding the Insurance of the Buildings to be erected thereon against Destruction or Damage by Fire in an Amount equal to Three Fourths of the Value of such Buildings, and the rebuilding or Reinstatement thereof, if the same shall be so destroyed or damaged, and any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which shall appear reasonable to the Person or Persons making or granting the same respectively, or the Building Lease Trustees; and so as that the respective Lessees execute Counterparts of their respective Leases; provided, that it shall be lawful to dispense with the Covenant to insure, in Cases where the Buildings to be erected are in the Opinion of the Person or Persons granting such Lease of a Description not usually the Object of Insurance from Loss by Fire; and all such Leases shall be good and valid although they do not contain a Covenant to insure.

Commencement of Rent.

VI. Provided always, That the First Payment of the Rent to be limited or reserved in any Lease to be granted in pursuance of the Power herein-before contained may be made to become payable on any Day not exceeding One Year and a Half from the Commencement of the Term to be granted by any 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; provided, that in all Cases the full Rent shall be made to commence not later than Three Years after the Commencement of the Term.

Certificate as to Counterparts of Leases.

VII. The Certificate in Writing of the Person or Persons executing any Lease to be made under the several Authorities in this Act contained, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Leases may be made on Surrender of existing Leases.

VIII. It shall be lawful for the Persons or Person so for the Time being authorized to grant Leases as aforesaid to grant any Lease or Leases, pursuant to the Powers and with the Consent and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of passing this Act.

Lands may be laid out, and dedicated for defined Purposes.

IX. It shall be lawful for the Persons or Person for the Time being authorized to grant Leases as aforesaid, with the Consent of the Building Lease Trustees, to lay out and dedicate and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased as and for Markets, Crescents, and 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 Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be made as aforesaid, 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 authorized to grant Leases as aforesaid, and the Building Lease Trustees, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Months from the Date of any such general Deed, and also by such Leases or general Deed or general Deeds respectively to grant such Liberties, Easements, Privileges, and Conveniences with reference to the Use or Enjoyment of the

Land

Land so to be appropriated or dedicated as by the Parties granting or executing such Lease or general Deed and the Building Lease Trustees shall be deemed reasonable and convenient: Provided nevertheless, that it shall be lawful for the Persons or Person hereby authorized to grant Leases as aforesaid, notwithstanding the Dedication of any Part of such Hereditaments, by Deed, with the Consent of the Building Lease Trustees, to grant Liberty and Licence to any Person to lay down any Pipes for Water or Gas, and to construct any Drains, Sewers, or other Works of a like Nature, upon such Terms as shall be thought fit, in, under, or over any Part or Parts of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, and from Time to Time to enter upon all or any Part of the same Estates for the Purpose of repairing and maintaining the same Drains, Sewers, and other Works; and any such Pipes, Drains, or Sewers may be laid down or constructed in or over any Hereditaments included in any such Deed of Dedication: Provided always, that none of the Powers lastly herein-before contained, except the Powers of Entry for the Purposes of Repair and Maintenance, shall or may be exerciseable over all or any Part of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement which shall have been demised or agreed to be demised or sold under the Powers contained in this Act in that Behalf, without the Consent of the Person or Persons for the Time being entitled under such Demise or Sale. Proviso.

Power to grant Leases of Springs and Streams of Water, &c. for Ninety-nine Years.

X. It shall be lawful for the Persons or Person hereby authorized to grant Leases as aforesaid, with such Consent as aforesaid, from Time to Time to grant by way of Lease to any Person or Persons whomsoever any Liberties, Licences, Powers, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Person or Persons, all Pools, Reservoirs, Ponds, Springs, or Streams of Water upon the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, and all or any other Waters springing or flowing or which shall or may spring or flow in, through, upon, over, or out of any of the same Estates, together with such Easements and Rights of Entry upon any of the same Estates, for the Purpose of constructing, maintaining, and repairing any such Reservoir as aforesaid, or any Dam, Mill Race, Watercourse, or other Waterworks, as shall be thought expedient, for any Term of Years not exceeding Ninety-nine Years, in possession, and not by way of Reversion or future Interest; so as there be reserved in every such Lease as aforesaid, payable half-yearly or oftener during the Continuance of such Term, the best and most improved yearly Rent that can be reasonably obtained for such Liberties, Licences, Powers, and Authorities, either in the Shape of a fixed Amount of Money or by way of Toll or otherwise, without taking any Fine, Premium, or Foregift for the

the making thereof, but any Provision or Provisions which it may be deemed expedient to insert in any such Lease making it obligatory on the Lessee to repair or contribute to the Repair of any Dam, Mill-race, Watercourse, or other Waterworks, or to keep open or otherwise use in any specified Manner any such Reservoir, Dam, Mill-race, Watercourse, or other Waterworks to be comprised in or affected in or by any such Lease, shall not be considered as a Fine, Premium, or Foregift, or in the Nature thereof; and so as there be contained in every such Lease a Condition or Power of Re-entry or a Power to make void the same Lease in case the Rent thereby reserved or any Part thereof shall not be paid within some reasonable Time, to be therein specified; and so as the respective Lessees do execute Counterparts of their Leases and generally in and by any such Lease there may be reserved and contained any other Reservations, Covenants, Agreements, Provisoes, and Stipulations, not inconsistent with those hereby required to be reserved or contained in every such Lease, which shall be deemed expedient.

Contracts may be entered into.

XI. Provided always, That it shall be lawful for the Persons or Person hereby authorized and empowered to grant Leases, with the Consent of the Building Lease Trustees, to enter into any Contract or Contracts in Writing for granting any Lease or Leases for Years of all or any Part or Parts of the Estates of which they or he are or is hereby authorized to grant Leases 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 any Part or Parts thereof, shall be built on or rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease 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, his or her Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons as they or he shall nominate and appoint in that Behalf, to be approved of by the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under 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 or limited in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land comprised in such Lease 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

Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and, if the Person or Persons entering into such Contract or Contracts as aforesaid shall think it expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in One or more Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Ground thereby agreed to be leased, and that the Residue of such Ground shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Ground thereby agreed to be leased in such Manner as shall be agreed upon; and in Cases where no given Quantity for such Purposes as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Lease or Leases granted of a competent Part or competent Parts, being not less than Six Times the Value of the Rent reserved thereon, of the Ground thereby agreed to be leased, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and as to Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Ground therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years 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 found convenient or shall be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be leased, and the Progress of the Buildings and Works stipulated to be erected thereon; provided, that the full yearly Rent to be reserved shall become payable at the Expiration of Four Years from the Date of any such Contract or Contracts; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and 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 which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as

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 authorized to be granted to Lessees under the Power of leasing herein-before contained.

Clauses to be inserted in Contracts.

XII. In every such Contract there may 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 as shall not have been actually leased, and shall not be built or re-built, or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition providing that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges for preparing the same, within a reasonable Time, to be thereby appointed, or that in default thereof such Contracts, as to the Land and Buildings not actually leased by virtue of the same Contract, shall be void; and every Contract entered into under the Powers of the preceding Section or of this Section shall be binding upon all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Lease or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Leases may be granted of Lands re-entered upon.

XIII. If the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, 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 or Contract, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant Leases to enter into new and other Contracts for granting Leases, and afterwards to grant Leases, of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts had been previously granted or entered into.

Forms of Contract may be varied.

XIV. It shall be lawful for the Persons or Person hereby authorized to grant Leases, with the Consent of the Building Lease Trustees, to enter into any new Contract or Agreement or Contracts or Agreements in relation to the Hereditaments so authorized to be leased, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, his Executors, Administrators, or Assigns, by way of Addition to or in Explanation

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, 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 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 shall be thought expedient, enter into any new Covenants or Agreements 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 be so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable to 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 contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract; provided, that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Leases voidable by technical Errors may be confirmed.

XV. It shall be lawful for the Persons or Person for the Time being authorized and empowered to grant Leases as aforesaid to confirm any Lease or Leases to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases, shall be or be considered void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be

granted

granted by such void or voidable Leases, and, as to such Lease or Leases, at and under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved or limited in such void or voidable Lease or Leases, or to accept a Surrender or Surrenders of any Lands or Hereditaments to be leased under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, but not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered, and as to Leases, at and under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved or limited in the original Lease or Leases, but so nevertheless that no Fine, Premium, or Foregift shall be accepted for making such Confirmation or Confirmations or new Lease or new Leases.

Qualified Right of Re-entry and Apportionment of Rent.

XVI. It shall be lawful for the Persons or Person who for the Time being under the Powers of this Act are or shall be empowered to grant Leases of the Estate subject to the Trusts of the said Indenture of Settlement, upon granting any Lease under the Powers of this Act in all respects as they shall think fit, to insert in such Lease or Leases a Clause or Clauses providing that the Rent or Rents originally reserved thereby may, at the Request of the Lessee, his Executors, Administrators, or Assigns, from Time to Time be apportioned by any Instrument in Writing so and in such Manner as that a specified Part or specified Parts of such Rent, not being greater than One Sixth Part of the Value of the Ground in respect of which the same shall be apportioned at the Time of the Apportionment, shall issue out of any specified Portion or specified Portions of the Ground demised by such Lease; and providing that the Condition or Right of Re-entry and the Covenants respectively contained in such Lease, or such of them as it shall be thought necessary, may also be apportioned and made applicable to the Portions of Land so specified; and from and after each such Apportionment the apportioned Rent shall issue exclusively out of the specified Portion of Ground, and such specified Portion of Ground shall thereupon be released from the Residue of the original Rent, and be subject to the apportioned Rent only; and upon and after each such Apportionment the Part of the Rent so apportioned shall be recoverable from the Lessee named in such Lease, and all Persons claiming by, through, or under him, by the same Remedies as if the apportioned Part of the Ground only had been demised by a separate Lease and at a separate Rent of the same Amount as the apportioned Rent; and all the Covenants, Provisoes, and Agreements contained in the original Lease, except as regards the Right of Re-entry, shall remain in force with regard to each such specified Portion of Ground, but so far as the same relate thereto

Right of Re-entry and Covenants in Lease may be made applicable to specified Portions of Land which shall be released from Residue of original Rent.

The Rights and Remedies of the Lessor to be preserved as

thereto and have been apportioned, in the same Manner as if such specified Portion of Ground only had been included in the Lease, and so from Time to Time as often as Apportionments shall be made, and upon Nonpayment of the apportioned Rent, or upon Breach, Non-observance, or Nonperformance of any of the Covenants contained in the original Lease, as regards the said specified Portion of Ground or the Buildings thereon, and so apportioned as aforesaid, such Non-payment of Rent, Breach, Non-observance, or Nonperformance shall give a Right of Entry upon such Portion of Ground only, and the Buildings thereon, and not upon any other Part of the Ground comprised in such Lease, and as regards the Residue of the Ground included in such Lease the same shall, upon and after such Apportionment as aforesaid, be released from the said apportioned Rent, and the Residue of the Rent originally reserved by such Lease shall issue out of the Residue of the Ground not so apportioned; and notwithstanding such Apportionment as aforesaid, and notwithstanding any Re-entry upon any Part of the Ground comprised in such Lease, and apportioned as aforesaid, all the Covenants, Conditions, and Agreements contained in the original Lease shall, as regards the Residue of the Ground contained in such Lease and the Residue of the Rent, continue valid and subsisting and binding upon the Lessee named in such Lease, and those claiming by, through, or under him, in the same Manner as if the Residue only of such Land had been included in such Lease, and so from Time to Time as often as any Apportionment shall be made; and further, it shall be lawful for any Person or Persons hereby authorized to make such Apportionments as aforesaid to accept a Surrender of the original Lease, and to grant separate Leases of the Hereditaments comprised in the said original Lease for all the then Residue of the said Term created by the said original Lease, at and under apportioned Rents, so as such apportioned Rents amount together to the Rent originally reserved, and so as every such apportioned Rent be in no Case greater than One Sixth Part of the Value of the Ground on which the same shall be charged at the Time of making such Lease, and so as the Covenants and Provisions contained in such original Lease be contained in such separate Leases, so far as in the Opinion of the Party or Parties granting such separate Lease may be considered applicable; and such Powers of Apportionment and of granting separate Leases may be exercised by any Person or Persons becoming entitled to the Reversion of the Hereditaments comprised in any such original Lease expectant on the Determination of the Term thereby granted; and in any Leases granted by the Persons exercising the Powers of leasing under this Act a Clause may be inserted making it imperative on all Persons so entitled or becoming entitled as aforesaid, at the Request of the Lessee, his Executors, Administrators, or Assigns, to make any such Apportionments as aforesaid, or to accept Surrenders of such original Leases,

to the apportioned Part of the Ground, both as regards apportioned Rent and Covenants, and also as to Re-entry.

Leases, and to grant such separate Leases as aforesaid as in any such original Lease shall or may be specified and provided.

Contracts may be entered into for the Purposes last aforesaid.

XVII. Contracts for Leases upon Terms similar to those specified in the preceding Clause may be entered into by the Persons or Person who for the Time being, under the Powers of this Act, are or shall be empowered to grant Leases of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement.

Leases may be granted of Land in Second Schedule, on Payment of a certain Fine.

XVIII. It shall be lawful for the Persons or Person hereby authorized to grant Leases, with the Consent of the Building Lease Trustees, to grant and demise or to enter into Contracts for granting and demising such Parts of the said Estates as are comprised in the Second Schedule to this Act, to any Person or Persons who may prior to this Act have built thereon at their own Expense, or to such other Person or Persons as the said Building Lease Trustees shall in their Judgment and Discretion consider fairly entitled to any Claim, Allowance, Consideration, or Advantage in respect of the Buildings made upon the Premises comprised in the said Second Schedule, or any of them, whether such Buildings were made by or at the Expense of such Persons or not, a Lease or Leases of the Premises included in their present Holdings for any Term not exceeding Ninety-nine Years, in possession, upon Payment of a Fine not exceeding in Amount Seven Years of the Ground Rent for the Time being payable in respect of the same Premises respectively, so that there be reserved in such Lease a Rent equal in Amount to the Ground Rent for the Time being payable in respect of the same Buildings respectively, such Rents to be made payable half-yearly or otherwise; and except as regards the taking of a Fine upon the granting of such Leases, and except as regards the Amount of Rent to be reserved by such Leases, the same Leases shall be considered to fall within the general Powers of leasing and contracting to lease herein-before contained, and shall contain all such Covenants, Provisoes, Stipulations, and Agreements as are directed to be contained in Leases granted under the said general Powers, and the several Clauses herein-before contained shall be applicable to Leases to be granted or to Contracts for granting Leases of the Premises included in the said Second Schedule, and the Rent reserved by such Leases shall be taken to have been the Amount of the Ground Rent payable in respect of the Premises at the Time of the granting such Lease.

No Trust created for Persons referred to in Second Schedule.

XIX. Nothing herein contained shall extend or be construed to extend to create, cause, or raise, either expressly or constructively, any Trust for the Benefit of any of the Persons who have built upon the Lands comprised in the said Second Schedule to this Act, or any one claiming by, from, through, under, or in trust for them, either in relation

relation to such Leases as are hereby authorized to be granted, or otherwise howsoever.

Fines to be paid to Building Lease Trustees.

XX. During the Continuance of the Office of the Building Lease Trustees all Sums of Money which shall become payable in respect of Fines for Leases granted under the Powers of this Act shall be paid to the Building Lease Trustees, who shall account for the same on passing their Accounts, and the same Monies shall be applied by them in the same Way as Monies paid to them under the Powers of this Act for carrying into execution any of the Works authorized to be done by the Building Lease Trustees under the Powers of this Act.

Power to grant Leases of any Part of Estates for Twenty-one Years, with Consent of Building Lease Trustees.

XXI. The Power of granting Leases for Twenty-one Years contained in the said Indenture of Settlement shall not be exercised during the Continuance of the Powers of this Act, but it shall be lawful for the Persons or Person herein-before authorized to make Leases as aforesaid, with the Consent of the Building Lease Trustees, to demise or lease all or any Part of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest; so that there shall be reserved in every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be leased, that can or may be reasonably gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so as there be contained in every such Demise or Lease a Condition for Re-entry on Nonpayment of the Rent thereby to be reserved in case the same shall be in arrear for the Space of Thirty Days or upwards; and so as that the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents so thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste or exempted from Punishment for committing Waste; anything herein-before contained to the contrary thereof in anywise notwithstanding.

Powers of Act may be exercised by Tenants in Tail after attaining the Age of Twenty-one Years.

XXII. After any of the Persons who are now or shall from Time to Time be Tenants in Common in Tail or Tenant in Common in Tail of the Estates now or from Time to Time subject to the Trusts of the said Indenture of Settlement shall have attained her or their Age or Ages of Twenty-one Years, the Powers hereby conferred upon the Trustees or Trustee of the said Indenture of Settlement and the Building Lease Trustees shall cease as to the Share or Shares of such Party so attaining the Age of Twenty-one Years, but shall continue

tinue in force with reference to the Share or Shares of the Tenants in Common in Tail or Tenant in Common in Tail in the same Estates who shall remain under the Age of Twenty-one Years, and such Powers may be exercised in conjunction with the Person or Persons who shall be entitled to the other Shares in the same Estates.

Powers of Act may be exercised during Minority of Infant Tenant in Fee.

XXIII. If by Failure of the Limitations contained in the said Indenture of Settlement to the Heirs of the Body of the said *Thomas Thornhill* by the said *Honoria Forester*, or otherwise, the Estates now or from Time to Time subject to the Trusts of the said Indenture of Settlement shall become vested, either in whole or in part, in any Persons or Person for an Estate of Inheritance in Fee, then the Powers hereby conferred shall be exerciseable during the Minority of such Tenants in Fee or Tenant in Fee, whether they shall marry or not.

Power to enfranchise.

XXIV. It shall be lawful for the Trustees or Trustee of the said Indenture of Settlement to effect the entire or partial Enfranchisement of the Estates now subject to the Trusts of the said Indenture of Settlement, or of any Estates of Copyhold Tenure which may from Time to Time be subject to the Trusts of the same Indenture, and for that Purpose, if they shall think it advisable, to avail themselves or himself of the Provisions of the "Copyhold Acts" or any of them, or to proceed in such other Manner as to such Trustees or Trustee shall seem expedient; and the Monies required for the Consideration of such Enfranchisement may be paid out of the Rents and Profits which have arisen or may from Time to Time arise from the Estates subject to the Trusts of the said Indenture; and any Monies which may be paid as the Consideration for such Enfranchisement may, if the said Court of Chancery shall think fit, be made a Charge upon the said Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, for the Benefit of the Person or Persons entitled to the Rents and Profits of which such Sums shall actually have been paid; and the Amount of the Sums so paid shall be secured upon the said Estates, and be reducible from Time to Time in a Manner similar to that provided with respect to Sums charged upon the same Estates under the Powers herein contained; and the Powers of Leasing, Sale, and Exchange conferred by this Act with reference to the Estates now subject to the Trusts of the said Indenture of Settlement shall be applicable to the same Estates when enfranchised, or any of the enfranchised Estates subject to the Trusts of the said Indenture of Settlement.

Power of Sale and Exchange.

XXV. From and immediately after the passing of this Act, it shall be lawful for the Trustees or Trustee for the Time being of the said Indenture of Settlement, with the Consent of the Building Lease Trustees

Trustees and of the High Court of Chancery, to sell and dispose of all or any Part of the Estates now or from Time to Time subject to the Trusts of the said Indenture of Settlement, to any Persons or Person whomsoever, for such Price or Prices in Money as to the said Trustees or Trustee for the Time being of the said Indenture of Settlement shall seem reasonable, or to exchange the same Estates or any Part thereof for any other Lands or Hereditaments in *England* or *Wales* of Freehold or Copyhold or Customary Tenure, and to enter into preliminary Contracts for such Sales or Exchanges, and any such Sale or Sales may be made by Public Auction or Private Contract; and the Trustees or Trustee making such Sale or Exchange shall have Power to make such Stipulations or Conditions in any Particular of Sale or Contract for Sale or Exchange as to the Title of the Estates so to be sold or exchanged, or as to the Evidence to be produced in support of such Title, or otherwise in relation to such Sale or Exchange, as to the Person or Persons making such Sale or Exchange shall seem expedient, and shall also have full Power, with such Consent as aforesaid, to buy in the Premises offered for Sale at any Sale or Sales by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for any such Sale or Exchange, and to re-sell or exchange the Hereditaments which shall be so bought in, or in respect of which the Contract for Sale or Exchange shall be rescinded, without being responsible for any Loss or Diminution in Price which may be occasioned thereby; and for the Purpose of effecting any such Sale or Exchange it shall be lawful for the Trustees or Trustee of the said Indenture of Settlement, by any Surrender or Surrenders, or by any Deed or Deeds, Instrument or Instruments in Writing, such Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by them or him in the Presence of Two or more credible Witnesses, to surrender, convey, and assure the said Estates so to be sold or exchanged as aforesaid freed and discharged from the Uses and Trusts of the said Indenture of Settlement, or such of them as shall be subsisting, but subject to any Leases thereof which may have been granted thereby under the Powers of this Act, unto the Person or Persons purchasing or taking the said Lands in Exchange, his or their Heirs or Assigns, or in such Manner and for such Intents and Purposes as such Person or Persons shall direct, and in all respects as may be thought necessary to effect any such Sale or Exchange; and it shall be lawful upon any such Exchange for the Person or Persons hereby authorized to make such Exchanges to pay or receive Monies as and by way of Equality of Exchange.

Mines, &c., may be reserved on any Sale or Exchange.

XXVI. In exercise of the Powers of Sale and Exchange conferred by this Act, it shall be lawful to reserve any Mines, Minerals, Rights of Way or Watercourse, or other Rights, Easements, or Privileges, out of

of or over any Hereditaments sold or exchanged, and to take any Hereditaments under any such Exchange, or which may be purchased with Monies arising from any such Sales as aforesaid, subject to any Reservation of Mines, Minerals, Rights of Way or Watercourse, or other Rights, Easements, or Privileges.

Boundaries may be straightened under Power of Sale or Exchange, with Consent of Building Lease Trustees only.

XXVII. It shall be lawful for the Trustees or Trustee for the Time being of the said Indenture of Settlement, with the Consent of the Building Lease Trustees, but without the Sanction of the Court of Chancery, to exercise the Powers of Sale and Exchange hereby conferred for the Purpose of straightening or better defining or simplifying the Boundaries of any Part of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, and of other adjoining Estates.

As to Lands received in Exchange, and Trusts upon which they are to be held.

XXVIII. As to such Lands and Hereditaments as shall be received by the Trustees or Trustee of the said Indenture of Settlement in Exchange, under the Powers of this Act, and as shall be of Copyhold Tenure, the same shall be surrendered or assured to the Trustee or Trustees of the said Indenture upon such Trusts and for such Intents and Purposes as are by the same Indenture of Settlement expressed and declared of and concerning the Estates thereby settled, or covenanted and agreed to be settled, or such of them as shall then be subsisting and capable of taking effect; and as to such Lands and Hereditaments which shall be so received, and as shall be of Freehold Tenure, the same shall be conveyed and assured upon such Trusts as shall best or most nearly correspond with the Trusts which immediately before such Exchange were subsisting of and concerning the Lands and Hereditaments given in Exchange for such Freehold Lands or Hereditaments.

Monies arising from Sale or Exchange to be paid into Bank of England.

XXIX. The Purchase Money which shall arise from any Sale, and the Money received for Equality of Exchange upon any Exchange, made under the Powers of this Act of Lands subject to the Trusts of the said Indenture of Settlement, shall be paid into the Bank in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to the Account there of such Accountant General to an Account to be intituled "The Account of the Persons entitled to Sale Monies in the Matter of this Act" [citing it], pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court, and such Monies shall remain so deposited until the same respectively shall be applied to some One or more of the following Purposes; (that is to say,) in the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands

settled

settled therewith to the same or the like Uses, Trusts, or Purposes, or in the Purchase of other Lands to be conveyed, assured, and settled upon the like Uses, Trusts, and Purposes and in the same Manner as the Lands in respect of which such Money shall have been paid stood settled, or in Payment to any Party becoming absolutely entitled to such Money.

Applications of such Monies.

XXX. Such Money may be so applied as aforesaid upon an Order of the Court of Chancery; and until the Money shall be so applied such Part thereof as shall be paid in during the Continuance of the Suit of *Thornhill* versus *Milbank* may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities in Government or Real Securities, and the Interest, Dividends, and annual Proceeds thereof paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands from the Sale or Exchange of which such Money shall have arisen; and, subject as aforesaid, the Monies so paid in shall be laid out by the Accountant General of the said Court of Chancery in Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills, provided that it shall and may be lawful for the said Court to make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in Exchange for those which are so in the Course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipts in Exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands to be directed to be purchased, in case the same had been purchased, pursuant to this Act, or the Representatives of such Person.

XXXI. The

Receipts, &c. good Discharges as to Monies arising from the Exercise of Powers of Sale and Exchange.

XXXI. The Certificate of the Accountant General of the Payment into the Bank of *England* by or on behalf of the Person or Persons liable or entitled to pay the same respectively of any Purchase Money arising upon any such Sale as aforesaid, or of any Money agreed to be received by way of Equality of Exchange upon any such Exchange as aforesaid, and the Receipt of One of the Cashiers of the Bank of *England* for the same Money, to be annexed to such Certificate, shall, when such Certificate and Receipt shall be filed together in the Register Office of the said Court of Chancery, be a good and sufficient Discharge for the Purchase Money or other Money for which such Certificate and Receipt as aforesaid shall be given; and after the filing of such Certificate and Receipt the Person or Persons paying such Purchase Money or other Money shall not be answerable for any Misapplication or Non-application, or be in anywise concerned to see to the Application, of the Purchase Money or other Money for which such Certificate and Receipt which shall be so filed shall have been given.

Court to make Order as to Costs of Application to Court.

XXXII. The said Court of Chancery is hereby authorized and required from Time to Time to make such Orders as the said Court shall think just respecting Payment into Court of Money arising from the Exercise of the Powers of Sale and Exchange, and the Costs of reinvesting the same Money, for allowing, taxing, and settling all Costs, Charges, and Expenses which shall from Time to Time be incurred in making the several Applications last aforesaid to the said Court of Chancery in pursuance of this Act, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank and discharging Incumbrances aforesaid, or investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Land or Hereditaments as aforesaid, and in investigating the Title to the same, or otherwise in carrying the Trusts and Purposes of this Act into execution in regard to the Matters last aforesaid, and also from Time to Time to make such Orders as the said Court shall think just for Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Certain Lands may, with Consent of Court of Chancery, be conveyed for certain defined Purposes.

XXXIII. It shall be lawful for the Trustees or Trustee of the said Indenture of Settlement, with the Consent of the Building Lease Trustees and the Sanction of the said Court of Chancery, during the Minority of the Person or Persons from Time to Time entitled to the Estates subject to the Trusts of the said Indenture of Settlement, to dispose of and convey, either for valuable Consideration or without receiving any valuable Consideration, any Part or Parts of the Estates

from

from Time to Time subject to the Trusts of the said Indenture of Settlement, not exceeding in the whole Ten Acres, and the Inheritance thereof, for any of the Purposes next herein-after mentioned; (that is to say,) for building thereon Churches, Chapels, Parsonage Houses, Schools, or Schoolhouses, or for Churchyards or Cemeteries, either to be attached to such Churches or Chapels or not to be so attached, or for Gardens or Orchards for such Parsonage Lands or Schools, Houses, or for Playgrounds for any School; but so nevertheless that the Land conveyed without valuable Consideration (if any) shall be held for ever in connexion with the Protestant Church of *England* as now established in this Realm, and so that not more than Three Acres be granted at a Time for any Church or Chapel with Churchyard or Cemetery attached, and not more than Three Acres for a detached Cemetery, and not more than One Acre for the Site of any Parsonage House with Gardens and Orchard thereto, and not more than One Acre for the Site of a School, Schoolhouse, with Garden, Playground, and Orchard.

Certain Land may be sold for certain Purposes, reserving a Ground Rent.

XXXIV. It shall be lawful for the Trustees or Trustee for the Time being of the said Indenture of Settlement, with the Consent of the "Building Lease Trustees," and with the Sanction of the Court of Chancery, during the Minority of the Person or Persons from Time to Time entitled to the Estates subject to the Trusts of the said Indenture of Settlement, to dispose of and convey any Part of the said Estates not exceeding Twenty-five Acres, and the Inheritance thereof, for any public Park or Garden to be used and appropriated for Zoological or Botanical Purposes, or for the Exhibition of Arts or Manufactures, or for any other Purpose connected with the Health, Recreation, or Amusement of the Public, but so that the Lands and Hereditaments so disposed of and conveyed shall be made subject to a perpetual Rent issuing thereout to be reserved or granted to or in trust for the Persons or Person entitled to the Land and Hereditaments so disposed of or conveyed, their Heirs and Assigns, in lieu of a gross Sum of Money, and so either that the Rent to be reserved or granted shall be the best and most improved Rent that can or may be then obtained for the same, or a less Rent, together with a gross Sum of Money to be paid as a Premium, if so thought fit, and so that the said Lands and Hereditaments be so disposed of and conveyed under and subject to such Covenants, Conditions, Provisoes, and Agreements in all respects as the Person or Persons making such Grant or Disposition shall think fit; and the Benefit of all such Covenants, Conditions, Provisoes, and Agreements shall at all Times thereafter go and belong to and be held with and as appurtenant to and be enjoyed and exercised by the Person or Persons for the Time being entitled to the Rent or Rents to be reserved in respect of or granted out of the Lands and Hereditaments so disposed of and conveyed; and if in addition

addition to any such Rent or Rents a Fine or Premium be paid on any such Grant, the Fine or Premium shall be applied as if it had arisen from a Sale of Lands made under the Powers of this Act: Provided always, that in any Grant of any Land for any of the Purposes aforesaid there shall be inserted a Proviso for Re-entry in case the Land so conveyed shall be used for any other Purpose than is specified in such Grant.

Trustees may accept Leases of Wayleaves, &c.

XXXV. It shall be lawful for the Trustees or Trustee for the Time being of the said Indenture of Settlement, with the Consent of the Building Lease Trustees, to accept from any Person or Persons or Bodies Corporate Leases of Wayleave, Rights of Watercourse or Waterleave, or other Easements, Rights, or Privileges through or over any Lands or Hereditaments adjoining or adjacent to the said Estates, upon such Terms and Conditions in all respects as shall by the Building Lease Trustees be thought advisable, in furtherance of any of the Objects authorized or contemplated by this Act, or for the better Management and Enjoyment of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement; and such Leases (if any) shall be held upon such Trusts and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as are in and by the said Indenture of Settlement declared of and concerning the Estates affected thereby, yet so that such Wayleaves, Rights of Watercourse or Wayleave, or other Easements, Rights, and Privileges comprised in any such Lease as aforesaid, shall not vest absolutely in any Person being a Tenant in Tail who shall die under the Age of Twenty-one Years without leaving Issue, but on the Decease of any such Tenant in Tail without leaving Issue shall go, devolve, and remain in the same Manner as if they had been originally Parts of the Estates subject to the Trusts of the said Indenture of Settlement; and the Rents and Covenants reserved by and contained in such Leases shall and may be paid and fulfilled, and the Persons in whose Names such Leases shall be taken shall be saved harmless and kept indemnified against all Loss by reason of their having taken such Leases or entered into any of the Covenants contained therein, out of the Rents and Profits of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, or otherwise in such Manner as the Court shall direct, and the said Court is hereby authorized and required to make such Orders and give such Directions as may be necessary in that Behalf.

Estates charged with 2,500*l.* for Money actually expended in Repairs.

XXXVI. The Estates from Time to Time subject to the Trusts of the said Indenture of Settlement shall be and they are hereby charged with the Sum of Two thousand five hundred Pounds, subject, however, to the annual Reduction of that Sum herein provided for in respect of the Monies expended upon the said Estates out of the Rents and Profits

Profits thereof since the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* became Tenants in Tail thereof, in permanent Repairs and substantial Improvements, such Charge being for the Benefit of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, in equal Shares, and to be taken as vested as from the passing of this Act; and it shall be lawful for the Trustees or Trustee of the said Indenture of Settlement, by Surrender or by Deed to be executed by such Trustees, to surrender, convey, and assure in Fee, or to demise for any Term or Number of Years, all the said Estates or a competent Part thereof by way of Mortgage, freed from all the Trusts of the said Indenture of Settlement, to any Person or Persons, in trust for the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, in equal Shares, in such Manner as shall be thought expedient, or if the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, or either of them, shall marry during their respective Minorities, to any Person who shall advance the said Sum or the Share of the One so marrying, or as such Person shall direct or appoint, the said Estates to be redeemable by the Person or Persons entitled to the Estates mortgaged on Payment of the Principal Money so reducible as aforesaid, and Interest not exceeding the Rate of Four Pounds *per Centum per Annum*: Provided nevertheless, that no Part of the said Sum of Two thousand five hundred Pounds shall be actually raised during the respective Minorities of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, unless they shall marry during that Period.

No Part of 2,500*l.* to be raised in certain Events.

XXXVII. The said Court of Chancery is hereby authorized and required from Time to Time, upon Application to be made to the said Court in the said Suit of *Thornhill* versus *Milbank* during the Continuance thereof, and after the Determination thereof upon Application made in a summary Way in the Matter of this Act, to order an Inquiry to be made whether it will be expedient during the Minority for the Time being of the Persons or Person, Tenants or Tenant in Tail in possession of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, to lay out Monies arising from the Rents and Profits of the same Estates in permanent Improvements and substantial Repairs of the said Estates, and to make such Orders for laying out such Monies accordingly, and also from Time to Time, to order that such Sums of Money as the said Court shall have authorized to be laid out in making permanent Improvements and substantial Repairs upon the said Estates, or the Buildings thereon, and as shall have been so laid out, shall be a Charge upon the said Estates, subject, however, to the annual Reduction of that Sum herein provided for, for the Benefit of the Tenants in Tail or Tenant in Tail out of whose Income such Repairs or Improvements were effected, or for the Benefit of the Person or Persons entitled to the

Charge may be created in favour of Infant Tenants in Tail in respect of permanent Improvements, with Sanction of Court of Chancery.

the Personal Estates of such Tenants in Tail; and upon such Order being made the Trustees or Trustee for the Time being of the said Indenture of Settlement, or such other Person as the Court shall appoint, shall and may and they or he are hereby required to charge or raise and take up at Interest by way of Mortgage of the said Estates or a competent Part thereof such Sum or Sums of Money as the said Court shall from Time to Time have ordered to be charged or raised as aforesaid, with Interest thereon after a Rate not exceeding the Rate of Four Pounds *per Centum per Annum*, to be computed from the Date of the Order authorizing such Charge, or from such other Time as the Court shall direct, and for that Purpose, by any Surrender or Surrenders, Deed or Deeds, such Deed or Deeds to be sealed and delivered by such Trustees or Trustee or other the Person appointed as aforesaid, to surrender, convey, and assure in Fee, or to demise for any Term or Number of Years, all the said Estates or a competent Part thereof by way of Mortgage, free from all the Trusts of the said Indenture of Settlement, to any Person or Persons, in trust for such Tenants in Tail or Tenant in Tail, or for the Persons entitled to the Personal Estate of such Tenants in Tail or Tenant in Tail, and in such Manner as shall be thought expedient, or unto any other Person who shall advance such Sum or Sums of Money, the said Estates to be redeemable by the Person or Persons entitled thereto on Payment of the Principal Money so raised, and Interest after the Rate stipulated at the Time appointed by the Mortgage Deed: Provided nevertheless, that no Money shall be actually raised under this Power during the Minority of any Tenant in Tail, unless being a Female she shall marry under that Age, and then only with the Sanction of the High Court of Chancery; but although no Money be actually raised, yet the same shall be a Charge upon the Estates from the Day mentioned in the Order, with Interest thereon after the Rate aforesaid from the Day of the Death of the Tenant in Tail in whose Favour such Charge shall be made.

Receipts good Discharges.

XXXVIII. The Receipt or Receipts of the Trustees or Trustee of the said Indenture of Settlement, or other the Person authorized to execute such Mortgage Deeds as aforesaid, for any Monies to be raised under the Power conferred by this Act, or if the said Monies shall be directed to be paid into the Bank, to the Credit of the Accountant General of the Court of Chancery, then the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same and filed in the Register Office of the said Court of Chancery, shall be a conclusive Discharge to the Person or Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid the Person or Persons paying such Money shall not be answerable for the Misapplication

application or Non-application or be liable to see to the Application of such Monies or any Part thereof.

The Tenants in Tail for the Time being to pay Interest and One Twenty-fifth of Capital raised.

XXXIX. The Trustees or Trustee of the said Indenture of Settlement shall, during the Minority of the Tenants in Tail for the Time being entitled to the Rents and Profits of the said Estates, pay out of the yearly Rents and Profits of such Estates all Interest which from Time to Time shall become due and payable in respect of any Sum or Sums of Money which shall or may be charged upon the said Estates, and shall also every Year pay off One Twenty-fifth Part of the Capital of such Sum or Sums as aforesaid, until the whole of such Capital shall be discharged; and the said Estates shall not, by reason of the Neglect or Default of the said Trustees or Trustee in paying such Interest, or any Proportion of Capital or Interest, when and as the same respectively shall become due, be chargeable as against any Persons in remainder becoming entitled to such Estates with any Arrears of Interest or Principal Monies, other than as regards Interest which accrued from the last half-yearly Day of Payment up to the Death of any Tenant in Tail in possession, or as regards Principal other than as regards Monies not already due and directed to be paid.

Expenses of Surveys and Works to be paid to Building Lease Trustees under Direction of Court of Chancery.

Limit as to Advances.

XL. The Court of Chancery is hereby authorized and required from Time to Time to direct the Trustees or Trustee for the Time being of the said Indenture of Settlement, out of any Monies arisen or which may arise from the Rents and Profits of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, to pay to the Building Lease Trustees such Sum or Sums of Money as shall from Time to Time be required by them for the Execution or carrying out of any of the Objects and Purposes of this Act; provided, that no Sum of Money to be so paid to the said Trustees at any One Time shall exceed the Sum of Five hundred Pounds.

Receipts of Trustees good Discharges.

XLI. The Receipt or Receipts in Writing of the Building Lease Trustees for any Monies to be received by them under or by virtue of the Powers of this Act shall be a good and sufficient Discharge and good and sufficient Discharges to the Person or Persons paying the same Monies for all Monies therein expressed to be received, and such Person or Persons shall not be bound to see to the Application or be in anywise answerable for the Misapplication or Non-application of the same Monies.

Court of Chancery to settle and allow Costs of Trustees.

XLII. The said Court of Chancery is hereby authorized and required, either during the Continuance of the Suit of *Thornhill* versus *Milbank* or after the Determination thereof, to make such Orders as the said Court shall from Time to Time think fit for allowing

ing and settling the Accounts of the Building Lease Trustees in relation to the Application and Appropriation of any Sum or Sums of Money which may have been received by them under the Powers of this Act, and such Accounts, when so allowed and settled, shall be binding and conclusive, and shall not be called in question by any Person or Persons whomsoever.

Monies paid for Works may be charged upon Estates.

XLIII. All Sums of Money which shall hereafter be paid by the Direction of the said Court of Chancery in the said Cause of *Thornhill* versus *Milbank* to the Building Lease Trustees, under the Powers of this Act, shall be a Charge upon the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, for the Benefit of the Tenant in Tail or Tenants in Tail out of whose Income the same shall have been paid; and such Charge shall be effected and the Money raised shall bear Interest in the Manner directed by this Act with reference to Charges upon the said Estates authorized to be made by this Act in respect of permanent Repairs and substantial Improvements, and the Interest which shall from Time to Time accrue due in respect of the Sum or Sums so from Time to Time charged, and One Twenty-fifth of the Capital shall be kept down and paid by the Trustees or Trustee for the Time being of the said Indenture of Settlement, during the Minorities of the Tenants in Tail or Tenant in Tail for the Time being of the said Estates, out of the yearly Rents and Profits thereof; and after the Determination of the said Suit of *Thornhill* versus *Milbank* the said Court is hereby authorized and required, upon an Application made under this Act, to direct the Payment out of the Rents and Profits of the Estates subject to the Trusts of the said Indenture of Settlement of all such Sums of Money as may be required by such Trustees as last aforesaid for any of the Objects or Purposes of this Act; and the Monies paid to such Trustees under such Orders, except Monies paid in respect of Leases taken under the Powers herein-before contained, shall be a Charge upon the said Estates for the Benefit of the Person or Persons entitled to the Rents and Profits out of which the Payments aforesaid shall actually have been made.

How Expenses of Act are to be paid.

XLIV. The said Court of Chancery is hereby authorized and required to make an Order for allowing, taxing, and settling all Costs, Charges, and Expenses which have been incurred by or on behalf of the said *Mark Milbank*, and *William Henry Meyrick*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill*, and the Building Lease Trustees, and the said *Honoria Hungerford*, in applying for and obtaining and passing this Act, and of all Proceedings, whether in the Court of Chancery or otherwise, incident thereto; and such Costs, Charges, and Expenses, when so taxed, shall be paid by the Trustees or Trustee of the said Indenture of Settlement out of any

Monies

Monies in their Hands which have arisen or shall arise from the Rents and Profits of the Estates subject to the Trusts of the said Indenture of Settlement, or otherwise out of the Monies in Court which shall arise or have arisen from such Rents and Profits; and the Amount of such Costs, Charges, and Expenses actually paid out of such Rents and Profits shall be a Charge upon the Estates subject to the Trusts of the said Indenture of Settlement, for the Benefit of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, in equal Shares, or other the Person or Persons entitled to the said Rents and Profits out of which such Costs shall actually be paid, or the Person or Persons entitled to their Personal Estate, in the same Manner as Monies paid to the said Building Lease Trustees by the Order of the said Court are hereby directed to be charged; and the Interest upon such Charge shall be payable and the Amount of such Charge shall be reducible in the same Manner as Sums authorized by this Act to be charged in respect of permanent Repairs and substantial Improvements are payable and reducible.

Trustees Expenses to be charged upon the Estates, but not more than 15,000*l.*

XLV. The Costs, Charges, and Expenses of the said *Alfred Brown*, *John Hodgson Ramsbotham*, and *Christopher White*, or any other Persons who shall from Time to Time be Building Lease Trustees, incurred in or about the Execution of the Trusts and Purposes of this Act or in relation thereto, shall be taxed and allowed and paid, and the Amount thereof charged and secured upon the said Estates, and the Interest thereon payable and the Amount be reducible in the same or a similar Manner in all respects as is provided by this Act with reference to Monies authorized by this Act to be charged upon the said Estates for permanent Repairs and substantial Improvements: Provided nevertheless, that the whole Amount of the Monies to be charged upon the said Estates for any Purpose whatever under all or any of the Powers of this Act shall not, with the aforesaid Sum of Two thousand five hundred Pounds, exceed the Sum of Fifteen thousand Pounds.

All Acts to be done by Consent of Court of Chancery may be upon Petition or by Summons.

XLVI. In Cases in which for the Purposes of this Act any Act is directed to be done under the Direction or with the Approbation of the said Court of Chancery, such Direction or Approbation shall be obtained upon a Petition or Summons presented or taken out in a summary Way, as follows; during the Continuance of the Suit of *Thornhill* versus *Milbank* such Petition or Summons shall be presented or taken out in that Branch of the Court to which the said Suit is attached; and after the Determination of the said Suit by the Death of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* under the Age of Twenty-one Years, if there shall be any other Suit for the Administration of the Estates from Time to Time subject to the Trusts of the said Indenture of Settlement, then such Petition

Petition or Summons shall be presented or taken out in such Suit; but if there shall be no such Suit, then such Petition or Summons shall be presented or taken out in the Matter of this Act before the Master of the Rolls or any of the Vice Chancellors by the Persons or Person who under the Limitations of the said Indenture of Settlement shall be Tenant in Tail in possession of the said Estates, and it shall not be necessary on such Application to the Court of Chancery that any Person interested in Remainder expectant on such Estate Tail should be served.

Power to refer to Arbitration.

XLVII. If any Disputes or Differences shall arise in the Execution or carrying out of the Objects and Purposes of this Act or any of them between the Trustees or Trustee of the said Indenture of Settlement or the Building Lease Trustees and any other Person or Persons or Bodies Corporate, it shall be lawful for the said Court of Chancery to order that such Disputes or Differences shall be referred to Arbitration in such Manner as to the said Court shall seem fit; and the Trustees or Trustee of the said Indenture of Settlement and the Building Lease Trustees may carry into effect the Award or Awards made upon any Reference, and make such Payments as shall be awarded against them out of the Rents and Profits which have arisen or may arise from the Estates subject to the Trusts of the said Indenture of Settlement; and the Sum or Sums so paid shall be a Charge upon the said Estates, if the said Court of Chancery shall so direct, for the Benefit of the Persons or Person out of whose Income the same shall have been paid, and shall be secured and reducible in like Manner as Sums paid to the Building Lease Trustees by the Order of the said Court for the Execution or carrying out the Objects and Purposes of this Act.

In case of Difference between the Trustees and the Building Lease Trustees the Court of Chancery to decide.

XLVIII. In any Case where any Act, Matter, or Thing is by this Act authorized to be done by the Trustees or Trustee for the Time being of the said Indenture of Settlement, with the Consent or on the Requisition of the Building Lease Trustees, and any Difference of Opinion shall arise between the Trustees or Trustee for the Time being of the said Settlement and the "Building Lease Trustees" in relation to the Propriety or Expediency of such Act, Matter, or Thing being done, it shall be lawful for the Court of Chancery, if it shall so think fit, on the Application of any of the said Parties, by Summons or Petition, from Time to Time to direct such Act, Matter, or Thing in respect of which such Difference of Opinion may have arisen to be done, executed, and performed, and that the Trustees or Trustee for the Time being of the said Settlement and the "Building Lease Trustees" shall concur therein, and do and execute all such Acts, Deeds, and Assurances in relation thereto as shall be necessary and proper.

XLIX. Where

Further Powers to Court of Chancery on Determination of Thornhill *v.* Millbank.

XLIX. Where any Act, Matter, or Thing is directed by this Act to be done by the said Court of Chancery in the said Suit of *Thornhill* versus *Milbank*, such Act, Matter, or Thing may, if the said Suit shall determine by the Death of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* or either of them under the Age of Twenty-one Years, be done in any other Suit for administering the said Estates during the Minority of any Infant Tenant in Tail entitled thereto; and if there is no Suit, then such Act, Matter, or Thing shall be done by or with the Consent of the said Court of Chancery in the Matter of this Act; and the said Court of Chancery, in case the said Suit of *Thornhill* versus *Milbank* shall so determine, is hereby authorized and directed to make such Alterations in the Names of any Accounts at the Bank of *England*, and give such Directions in reference thereto, as to the said Court of Chancery shall seem fit.

Short Title.

L. In reciting this Act in other Acts of Parliament, or in legal Documents or Pleadings, it shall be sufficient to use the Expression "*Thornhill*'s Copyhold Estate Act, 1854."

General Saving.

LI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, and Assigns, (other than the said *Mark Milbank* and *William Henry Meyrick*, *Honoria Hungerford* as the Guardian of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, and the said *Honoria Louisa Thornhill* and the Heirs of her Body, and *Eleanor Frances Thornhill* and the Heirs of her Body, and the said *Clara Thornhill* and the Heirs of her Body, and the said *Henry Hungerford Holdich Hungerford*, and the Heirs and Assigns of the said *Thomas Thornhill* the Son, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Estates subject to the Trusts of the said Indenture of Settlement, or any of them, under or by virtue of the same Indenture,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Estates or any Part thereof as they or any of them had before the passing of this Act, or would or could or might have had or enjoyed in case this Act had not been made.

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

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

The FIRST SCHEDULE referred to by the foregoing Act of Parliament.

PART I.—COPYHOLD ESTATES SITUATE AT RASTRICK.

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage. A. R. P.	Rental. £ s. d.	Amount of Grave Rent. £ s. d.
394	Aspinall, John	Toothill	Wheat Royd	2 3 24	6 1 9	
432	Ditto	Ditto	Lower Nine-day Work	3 2 20	7 5 0	0 1 2
431	Ditto	Ditto	New Close	1 0 20	2 0 0	
653	Aspinall, Thomas	Rastrick	Boot	1 0 20	2 9 6	
654	Ditto	Ditto	Long Royd	2 0 4	4 5 0	0 0 9
655	Ditto	Ditto	Ditto	2 1 27	4 16 9	
613	Aspinall, John, senior	Ditto	Haughs Hirst	5 1 1	10 10 3	0 0 9½
980	Firth, Thomas	Toothill	Far Laith Royd } in One	1 1 24	2 18 9	0 0 7½
981	Ditto	Ditto	Ditto }	3 0 0	6 15 0	
166 & 179	Garlick, John	Rastrick	House, Barn, Stable, Mistal, Outbuildings, Yard, and Gardens	0 0 30	8 0 0	—
	Ditto	Ditto				
181	Ditto	Ditto	Long Croft	1 2 31	3 14 6	
182	Ditto	Ditto	Little Croft	0 1 34	0 18 9	
183	Ditto	Ditto	Laith Croft	0 2 34	1 8 9	
188	Ditto	Ditto	Upper Lower Laithall	2 0 16	5 0 9	0 1 10
189	Ditto	Ditto	Upper Laithall	2 0 7	3 17 7	
190	Ditto	Ditto	Upper Mossin Royd	3 2 0	6 2 6	
191	Ditto	Ditto	Lower Mossin Royd	1 2 28	3 7 0	
52*a*	Garside, Nanny	Ditto	Stable, Outbuildings, Part of Barn, and Cottage.	0 0 12	3 10 0	
52	Ditto	Ditto	Common Close	2 3 14	5 19 2	0 0 6
53	Ditto	Ditto	Part of Ditto	0 1 28	0 17 8	
521	Gooder, William Hall	Crow Trees, Rastrick	House, Barn, Mistal, Outbuildings, and Yard.	0 0 13	8 0 0	
530	Ditto	Ditto	Fletcher Lands (Garden)	0 1 3	1 0 5	0 0 1
531	Ditto	Ditto	Ditto	0 0 32		

Thornhill's Copyhold Estate Act, 1854.

892*b*	Gooder, Thomas	Rastrick	Cottage, Barn, Mistal, and Yard	0	0	8	1	0	0		
434	Ditto	Ditto	Cottage, Outbuildings, and Garden, Anchor Pit Close (in Two).	2	1	39	6	2	0	0	0 5
433	Ditto	Ditto	Anchor Pit Close (in Two)	0	3	34					
913	Higham, George	Ditto	Lower Fallows	2	3	2	5	16	0	0	0 4½
892*e* and 898	Hellawell, William	Woodhouse, Rastrick	House, Barn, Mistal, Stable, Yard, and Orchard.	0	0	38	3	15	0	0	0 10½
	Ditto	Ditto	Pease Close	6	1	0	13	15	0		
400	Holroyd, John	Rastrick	Long Close	3	3	36	8	10	0		
401	Ditto	Ditto	Four-day Work	3	0	15	7	1	0		
402	Ditto	Ditto	Seven-day Work	4	3	23	10	5	6		
403	Ditto	Ditto	Part of Eleven-day Work	2	2	10	4	17	4	0	3 8
404	Ditto	Ditto	Ditto	5	2	29	9	18	10		
405	Ditto	Ditto	Six-day Work	4	0	5	8	17	4		
406	Ditto	Ditto	Part of Four-day Work	0	2	19	0	12	4		
892*a* „ *c*	Hodgson, John	Woodhouse, Rastrick	House, Barn, Stable, Mistal, Shed, and Yard.	0	0	28	8	0	0		
889	Ditto	Ditto	Thornhills	3	0	15	15	14	10		
915	Ditto	Ditto	Rye Croft	4	1	10					
917	Ditto	Ditto	Nell Royd	5	1	30	9	4	10		
920	Ditto	Ditto	Hallas Ing	2	3	6	4	14	9	0	3 0
921	Ditto	Ditto	Ditto	2	1	18	3	10	10		
922	Ditto	Ditto	Riding } in One	2	1	5	4	6	8		
924	Ditto	Ditto	Ditto }	1	1	0	2	7	6		
923	Ditto	Ditto	Ditto	0	2	18	1	2	8		
925	Ditto	Ditto	Dyehouse and Reservoir	0	0	8	3	10	0		
480	Hodgson, William	Rastrick	Ing	2	0	32	5	14	4	0	0 4
486	Ditto	Ditto	House and Kitchen	0	0	8					
892*f* *l* *k*	Jubb, Thomas	Woodhouse, Rastrick	Barn, Mistal, Stable, Yard	0	0	7	6	0	0		
	Ditto	Ditto	Garden	0	0	25					
	Ditto	Ditto	Stack Garth and Orchard	0	1	19					
892 *g* & *h*	Ditto	Ditto	Pease Close	4	0	6	9	16	3		
907	Ditto	Ditto	Royd	3	1	0	6	3	6	0	2 10
908	Ditto	Ditto	Clay Royd	2	1	10	3	4	9		
909	Ditto	Ditto	Ditto	3	1	20	7	1	9		
910	Ditto	Ditto	Fox Spring	2	2	22	3	19	1		
911	Ditto	Ditto	Tom Royd	2	1	20	4	3	1		
912	Ditto	Ditto									

FIRST SCHEDULE—PART I. COPYHOLD ESTATES SITUATE AT RASTRICK—*continued.*

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage.	Rental.	Amount of Grave Rent.
				A. R. P.	£ s. d.	£ s. d.
968	Robinson, William	Toothill, Rastrick	House, Outbuildings, and Garden.	0 0 20	11 0 0	
971	Ditto	Ditto	Barn, Cowhouse, and Yard	0 0 24		
972	Ditto	Ditto	Delf Fallas	2 0 12	8 0 0	0 1 7
973	Ditto	Ditto	Ditto	1 3 28		
974	Ditto	Ditto	Square Fallas	1 0 12	4 7 1	
975	Ditto	Ditto	Ditto	1 3 32	4 5 9	
976	Ditto	Ditto	Long Ditto	2 0 31	4 3 4	
961	Rushforth, Paul	Ditto	House, Barn, Mistal, Yard, and Garden.	0 0 29	8 0 0	
962	Ditto	Ditto	Upper Croft	0 1 34	3 2 6	0 1 2
963	Ditto	Ditto	Lower Croft	0 2 28		
964	Ditto	Ditto	Ditto	0 0 36		
965	Ditto	Ditto	Ten-day Work Top	3 0 0	13 18 9	
966	Ditto	Ditto	Ditto Bottom	2 3 24		
967	Ditto	Ditto	Ditto, Part of Bottom	0 2 2		
977	Sayles, Isaac	Ditto	House, Kitchen, and Garden	0 0 24	18 0 0	
			Barn, Stable, Cowhouse, Sheds, Yards, and Cottage.	0 1 4		
978	Ditto	Ditto	Laith Croft	0 3 21	2 4 0	
979	Ditto	Ditto	Near Laith Royd	5 0 28	9 18 6	
984	Ditto	Ditto	Little Haughs	4 1 35	9 7 8	
985	Ditto	Ditto	Upper Haughs	3 2 2	7 0 6	0 4 10
986	Ditto	Ditto	Lower Haughs	4 1 38	8 10 6	
987	Ditto	Ditto	Upper Haughs	3 2 8	7 2 0	
988	Ditto	Ditto	Upper Smayles	1 3 0	8 15 9	
989	Ditto	Ditto	Lower Ditto	2 2 22		
990	Ditto	Ditto	Fallas	2 1 38	8 7 9	
991	Ditto	Ditto	Ditto	1 2 1		
148	Schofield, Jonathan	Ditto	Seven-day Work	4 0 26	7 9 10	0 1 1
149	Ditto	Ditto	Upper Nine-day Work	2 3 12	5 1 8	

Thornhill's Copyhold Estate Act, 1854.

Thornhill's Copyhold Estate Act, 1854.

[*Private.*

892*d*, *o*, *i*	Schofield, Joseph	Woodhouse, Rastrick	House and Kitchens, Barn, Stable, Mistal, Yard.	0	0	4	3	5	0	0	1	8
			Gardens	0	0	7						
900	Ditto	Ditto	Pickman Wood	4	2	10	7	19	9			
901	Ditto	Ditto	Far and Near Broad Hirst	5	2	30	12	10	3			
628	Sutcliffe, Thomas Richard	Lillands, Rastrick	House and Outbuildings									
629& 630	Ditto	Ditto	Barn, Mistal, Sheds, and Yard	0	2	10	11	10	0			
632	Ditto	Ditto	Part of Garden									
640	Ditto	Ditto	Lower Osborne	3	2	22	3	12	6			
643	Ditto	Ditto	Ing Tongue	2	2	6	2	10	0			
644	Ditto	Ditto	Upper Osborne									
656	Ditto	Ditto	Upper Rein	4	3	36	17	0	6	0	4	2
657	Ditto	Ditto	Great Rein	6	1	20						
658	Ditto	Ditto	Upper Pricking Piece	2	2	22	5	5	6			
659	Ditto	Ditto	Lower Ditto	3	0	4	9	1	6			
660	Ditto	Ditto	Pricking Ing	3	1	35	15	15	0			
612	Ditto	Rastrick	Barn and Yard	0	0	12	1	10	0			
736	Thornton, Samuel	Ditto	Near Upper Fallas	2	1	6	4	16	0			
737	Ditto	Ditto	Near Ditto	1	2	6	3	4	6	0	0	9
738	Ditto	Ditto	Wheat Royd	1	1	22	2	12	8			
1,027	Thornton, Joseph	Ditto	Four-day Work	3	2	23	5	9	3			
1,028	Ditto	Ditto	Upper High Field	5	1	20	9	8	1	0	1	10½
1,029	Ditto	Ditto	Lower Ditto	2	3	12	4	13	2			
790	Waddington, Widow	Reins, Rastrick	Dairy or Dowry	1	1	18	2	7	8	0	0	2
180	Woodhouse and Walker	Slade, Rastrick	Fletcher Lands	4	0	0	8	18	2	0	0	8
Ditto *a*	Ditto	Ditto	Dyehouse, Shed, and Stable lately built in ditto.	0	0	8						
Ditto *a*	Ditto	Ditto										
166 *a*	Wilkinson, Jonas	Greenhead, Rastrick	House and Garden	0	0	7						
162	Ditto	Ditto	Garden	0	0	8						
			Old Stable, Yard, and Outbuildings.	0	0	12						
161 *b*	Ditto		Cottage occupied by R. Hirst	0	0	1	8	10	0	—		
163 *c*	Ditto		Cottage and Garden occupied by Joseph Wilkinson.	0	0	7						
			Smith's Shop	0	0	4						

FIRST SCHEDULE—PART I. COPYHOLD ESTATES SITUATE AT RASTRICK—*continued.*

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage. A. R. P.	Rental. £ s. d.	Amount of Grave Rent. £ s. d.
174	Wilkinson, Jonas	Greenhead, Rastrick	Croft	2 0 28	4 15 8	—
175	Ditto	Ditto	Paddock	0 3 7	1 16 6	—
177	Ditto	Ditto	Broom Close	1 2 6	3 4 6	—
178	Ditto	Ditto	Mossin Royd	1 1 32	2 18 0	—
1,033	In hand	Ditto	Strangstry Wood	10 3 2	—	—
1,034	Ditto	Ditto	Strangstry Rein	0 2 37	—	—
1,036	Ditto	Ditto	Dairy Wood	1 0 35	—	—
				255 1 7	579 14 0	1 16 1
652	Denham, Josh.	Rastrick	Barn, Mistal, Outbuildings, and Scotty Croft.	0 0 20	2 0 0	0 0 2
652	Briggs, Martha	Greenhead, Rastrick	Cottage	0 0 4	1 6 0	0 0 6
Ditto	Barraclough, John	Rastrick	Cottage	—	1 6 0	
				0 0 24	4 12 0	0 0 8
	CROW TREES:					
419	Aspinal, Job	Rastrick	Clay Royd	3 3 2	5 5 0	
421	Ditto	Ditto	Lower Bank	1 2 32	2 10 0	
395	Bradbury, Thomas	Ditto	Farmhouse and Garden	0 0 30	5 0 0	
470	Fox, Widow	Ditto	Ing	1 2 30	3 10 0	

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage. A. R. P.	Rental. £ s. d.
469	Fox, Widow	Rastrick	Summering Close	2 0 35	4 10 0
471 & 472	Ditto	Ditto	Brook Granes	2 1 3	6 0 0
365	Gooder, William	Ditto	St. John's Royd	2 1 15	5 0 0
361	Ditto	Ditto	Ing	4 1 35	8 10 0
360	Ditto	Ditto	Fleak Royd	1 3 28	4 0 0
357	Ditto	Ditto	House and Farm Buildings	0 0 27	8 10 0
„	Ditto	Ditto	Garden	0 0 13	
358	Ditto	Ditto	Upper Croft	0 3 14	2 6 0
359	Ditto	Ditto	Lower Croft	1 0 32	3 6 0
532	Gooder, William Hall	Ditto	Ing	3 3 30	12 15 0
408	Horsfall, Abraham	Ditto	Public House and Cottage	0 1 0	10 10 0
409	Ditto	Ditto	Farm Buildings	- - -	5 0 0
415	Ditto	Ditto	Upper Hoods	1 2 36	3 12 0
414	Ditto	Ditto	Lower Hoods	2 0 22	5 0 0
413	Ditto	Ditto	Ing	1 0 35	3 0 0
410	Ditto	Ditto	Croft and Land	1 3 2	4 5 0
484	Hodgson, William	Ditto	Bank	2 2 9	6 0 0
485	Ditto	Ditto	Ditto	2 1 27	5 10 0
407 *a*	Mitchell, James	Ditto	Farm House	- - -	4 10 0
398	Ditto	Ditto	Little Tofts	1 1 28	5 5 0
399	Ditto	Ditto	Great Tofts	2 1 22	6 5 0
720	Ditto	Ditto	House, Shop, and Barn	(317 yards.)	1 10 0
465	Rushworth, Stephen	Ditto	Back Beaver	1 3 32	3 18 0
464	Ditto	Ditto	Near Clay Royd	2 1 38	4 7 0
463	Ditto	Ditto	Far Clay Royd	2 3 17	4 0 0
717 *a*	Riley, William	Ditto	Sawpit	- - -	0 5 0
717	Schofield, Jonathan	Ditto	Garden	0 0 11	0 6 0
132	Ditto	Ditto	Dyehouse	0 0 5	1 10 0
130	Ditto	Ditto	Farm Premises, Workshop, &c.	0 1 15	15 0 0
133	Ditto	Ditto	Dyehouse and Reservoir	0 0 7	5 0 0
136	Ditto	Ditto	Near Carr	1 1 26	2 2 0
137	Ditto	Ditto	Far Carr	1 1 37	2 5 0

FIRST SCHEDULE—PART I. COPYHOLD ESTATES SITUATE AT RASTRICK—*continued.*

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage. A.	R.	P.	Rental. £	s.	d.
	CROW TREES—*continued.*								
138	Schofield, Jonathan	Rastrick	Carr	1	3	16	2	15	0
139	Ditto	Ditto	Ditto	0	1	29	0	17	0
141 & 142	Ditto	Ditto	Part of Far and Near Southedge	1	3	32	4	5	0
140	Ditto	Ditto	Footgate Southedge	3	3	36	7	0	0
143	Ditto	Ditto	Far Southedge	2	3	14	6	15	0
144	Ditto	Ditto	Near Southedge	3	0	0	6	0	0
146	Ditto	Ditto	Little Southedge	2	3	3	6	10	0
147	Ditto	Ditto	Lower Southedge	2	3	37	7	10	0
585	Singleton, John	Ditto	Long Close	1	2	0	4	5	0
785	Ditto	Ditto	Seven-day Work	4	3	24	10	15	0
608	Smith, Jonas	Ditto	Little Wood	6	1	20	12	0	0
646	Sutcliffe, Thomas Richard	Ditto	Six-day Work	4	1	2	7	0	0
645	Ditto	Ditto	Wood Close	1	2	20	2	2	0
789	Sheffield, Charles	Ditto	Five-day Work	4	3	8	9	0	0
739	Thornton, Samuel	Ditto	Fox Croft and Brow	3	2	18			
734	Ditto	Ditto	Garden	0	0	9	7	0	0
735	Ditto	Ditto	Cottage						
733	Ditto	Ditto	Kitchen Garden and Yard	0	0	7			
206	Thornton, Alexander	Ditto	Outbuildings	0	0	22	2	0	0
355	Walker, Thomas	Ditto	Upper Croft	0	3	26	2	10	0
354	Ditto	Ditto	Lower Croft	1	1	4	3	10	0
718	Holroyd, Joseph	Ditto	Cottage	0	0	4	0	10	0
718 *a*	Ledgard, Miss	Ditto	Ditto				0	12	6
716	Brook, Charles	Ditto	Three Cottages	0	0	4	1	4	0
407	Armitage, John Thomas	Ditto	Cottage	-	-	-	1	10	0
722	Battye, William	Ditto	Ditto	-	-	-	0	6	0
,,	Battye, James	Ditto	Ditto	-	-	-	0	6	0
722	Battye, Simeon	Ditto	Cottage	-	-	-	0	6	6
,,	Brook, Charles	Ditto	Two Cottages	-	-	-	0	16	0
,,	Medley, John	Ditto	Cottage	-	-	-	0	10	0

719	Thornton, Samuel	Rastrick	Cottage	Included in Fox Croft.	—	
721	Ditto	Ditto	Garden			
723	Medley, John	Ditto	Garden		0 5 0	
724	Battye, James	Ditto	Garden		0 6 0	
725	Ledgard, Miss	Ditto	Three Cottages		1 17 6	
716 *a*	Robinson, William	Ditto	Garden and Outbuildings	0 0 38	0 5 0	
726	Brook, Charles	Ditto	Three Cottages	Included in	2 0 0	
„	Pollard, Samuel	Ditto	Cottage	the 38 Perches.	0 10 0	
„	Battye, Charles	Ditto	Cottage and Outbuildings		0 6 0	
1,035	In hand	Ditto	Rein Wood	1 0 10	—	
1,039	Ditto	Ditto	Part of Strangstry Wood	4 1 13	—	
				108 1 23	283 6 0	

Total Grave Rent payable to the Lord of the Manor - - 15*s.* 8¼*d.*

				Square Yards.		
135 and Part of 132	Aspinall, John	Ditto	Cottage and Garden	170	0 7 6	
192	Aspinall, Mary	Ditto	Cottage, Shop, and Garden	240	0 15 0	
137	Bottomley, James	Ditto	Cottage and Outbuildings	75	0 6 0	
688	Briggs, Mary	Ditto	Cottage	60	0 7 0	
690	Brown, Charles	Ditto	Two Cottages, Outbuildings, and Frontage.	150	0 15 0	
194	Eastwood, Ann	Ditto	House, Outbuildings, and Yard	170	0 10 0	
175 *a*	Firth, James	Ditto	Cottage and Outbuildings	60	0 15 0	
130	Firth, James	Pops Greave, Rastrick	House and Shop	105	0 15 0	
691	Goodaire, Joseph	Rastrick	Two Cottages, Outbuildings, and Garden.	200	1 10 0	
136 and 137 *a*	Gledhill, Martha	Ditto	Cottage, Outbuildings, and Garden	250	1 10 0	
689	Goldthorp, Joseph, Executors.	Ditto	Three Houses and Outbuildings	155	1 10 0	
140	Hopkinson, William	Ditto	Cottage, Outbuildings, and Garden	150	1 0 0	
133 Part of 132	Hinchliffe, Daniel	Ditto	House and Garden	155	0 7 6	
139	Lee, Samuel	Ditto	Cottage, Outbuildings, and Garden	300	0 10 0	

FIRST SCHEDULE—PART I. COPYHOLD ESTATES SITUATE AT RASTRICK—*continued.*

Number on Plan.	Occupier.	Where situate.	Description of Property.	Acreage.	Rental.
	CROW TREES—*continued.*			Square Yards.	£ s. d.
689	Marsden, Abraham -	Rastrick - -	Cottage - - - -	60	0 15 0
134 and Part of 132	Riley, Joseph - -	Ditto - -	House and Garden - - -	145	0 7 6
692	Rushforth, Edwin -	Ditto - - -	Cottage, Outbuildings, Yard -	240	1 10 0
129	Schofield, Jonathan -	Ditto - -	Dyehouse - - -	90	0 3 6
141	Swift, Anne - -	Ditto - - -	Cottage and Garden - - -	165	1 0 0
689	Stake, Mary - -	Ditto - - -	Cottage and Outbuildings - -	70	0 15 0
138	Smith, Savill - -	Ditto - -	Cottage and Outbuildings, and Garden.	375	1 0 0
688	Scott, Mary - -	Ditto - -	Cottage - - - - -	70	0 15 0
161	Sutcliffe, William - -	Ditto - -	Cottage - - - - -	56	0 15 0
193	Shepley, Joseph - -	Ditto - -	House, Kitchen, and Outbuildings -	176	0 10 0
689	Tooley, Joseph - -	Ditto - -	Cottage and Frontage - -	45	1 0 0
687	Thornton, James - -	Ditto - - -	Two Cottages and Garden - -	150	1 0 0
131	Wade, Mary - -	Ditto - -	House and Outbuildings - -	70	0 10 0
Ditto	Wade, James - -	Ditto - - -	Cottage and Clothes-ground -	120	1 0 0
161 *a*	Wilkinson, Jonas - -	Ditto - -	Cottage - - - -	60	1 0 0
53 *a*	Walker, Abraham -	Ditto - - -	Carpenter's Shop, Shed, and Garden	907	2 2 0
36	Walker, Widow - -	Ditto - - -	Croft - - - -	847	1 0 0
143	Whitaker, Charles -	Ditto - -	Two Cottages and Outbuildings -	150	1 0 0
26	Woodhouse and Walker -	Ditto - - -	Two Cottages and Garden, in the Occupation of James Gooder, John Walker, Thomas Stirk, and Samuel Walker - -	800	2 10 0
27	Ditto - -	Ditto - - -			
27	Ditto - -	Ditto - - -			
28	Ditto - - -	Ditto - - -			
29	Ditto - -	Ditto - - -			
30	Ditto - - -	Ditto -			
					£29 12 0
	BRIGHOUSE MILLS:				
Plan A.	Sutcliffe, Thomas Richard	Brighouse, in Rastrick -	Fulling Mill, now Corn Mill, and One Fourth of ancient Corn Mill	Total Grave Rent payable to the Lord of the Manor, 16*s.* 1*d.*	

PART II.—COPYHOLD ESTATES SITUATE IN FIXBY.

Number on Plan.	Tenants Names.	Description of Fields, &c.	Acreage. A. R. P.	Rental. £ s. d.
310	Beaumont, John	Rough Close or Pasture	1 1 24	
311	Ditto	Ditto	1 2 0	
316	Ditto	Ings (in Two)	1 3 31	
317	Ditto		1 0 38	
				10 2 0
361	Brewer, John	Three Nooked Close	2 1 18	
364	Ditto	Four-day Work	2 2 35	
				8 0 0
370	Ball, Abraham	Garden	0 0 3	
371	Ditto	Green End	0 0 14	
372	Ditto	Stack Garth	0 0 5	
373	Ditto	Little Croft	0 2 23	
374	Ditto	Great Croft	1 3 20	
377	Ditto	House, Outbuildings, and Yard	0 0 28	
378	Ditto	Barn and Mistal		
380	Ditto	Back House Croft	1 2 32	
381	Ditto	Horse Croft	3 1 8	
				22 0 0
346	Cheetham, John	House, Part of Garden, and Yard	0 0 13	
347				
347*d*	Ditto	Part of Hey	0 0 17	
348	Ditto	Barn and Yard	0 0 6	
349	Ditto	Garden	0 0 3	
354	Ditto	Croft	1 3 1	
355	Ditto	Sour Ing	1 1 34	
356	Ditto	Broom Close	2 3 4	
				16 0 0
331	Dyson, John	Town Croft and Barn	1 0 32	
332	Ditto	Ditto	0 0 15	
333	Ditto	Ditto	1 2 19	
				8 0 0

FIRST SCHEDULE—PART II. COPYHOLD ESTATES SITUATE IN FIXBY—*continued.*

Number on Plan.	Tenants Names.	Description of Fields, &c.	Acreage.			Rental.		
			A.	R.	P.	£	s.	d.
312	Holmes, Ann	Tongue	1	1	38			
313	Ditto	Leys	1	3	34			
314	Ditto	Hill	4	0	32			
315	Ditto	Sour Ing	3	0	15			
327	Ditto	High Knowl	2	3	32			
328	Ditto	Paddock	1	3	31			
329	Ditto	Near High Knowl	1	2	32			
330	Ditto	Footgate Field	2	3	15			
						30	0	0
296	Jagger, Widow	House Barn, Mistal, and Outbuildings	0	0	27			
298	Ditto	Black Laith Field	2	0	1			
299	Ditto	Stubble Field	2	0	31			
300	Ditto	Lower Long Close	2	0	27			
301	Ditto	Upper ditto	1	3	29			
302	Ditto	Ing	2	2	4			
334	Ditto	Town Croft	3	3	23			
335	Ditto	Great Town Croft	3	3	0			
	Ditto	Shrogg on East Side of ditto	0	0	20			
						44	5	0
308	Mitchell, Samuel	Stubble Field	1	2	3			
309	Ditto	Lower Field	4	1	14			
336	Ditto	Little Town Croft	1	2	28			
	Ditto	Shrogg on East Side of ditto	0	0	8			
						14	10	0
306	Rhodes, George	Back of House Field	1	2	19			
307	Ditto	Lower Field	2	0	23			
						8	10	0
363	Radcliffe, Thomas	Screamer Hey	1	3	30			
365	Ditto	Ditto	2	1	35			
						8	0	0

[Private.]

337	Schofield, Jonathan	Laith Close	1	1	38			
	Ditto	Plantation in ditto	0	0	17			
338	Ditto	Middle Field	1	2	34			
339	Ditto	Knowl Field	2	3	7			
340	Ditto	Ing and Shed	2	2	36			
341	Ditto	Sour Ing	2	1	37			
342	Ditto	Great Broom	4	3	2			
343, 344, 345	Ditto	House, Barn, Mistal, Garden, Yard, Outbuildings, and Occupation Road.	0	1	29			
352	Ditto	Tenter Close	1	3	19			
366	Ditto	Horse Close and Shed	3	3	32			
						40	5	0
346	Sutcliffe, Joseph	Garden	0	0	3			
348	Ditto	Half of Barn and Yard	0	0	6			
350	Ditto	House, Cottage, and Garden	0	0	11			
351	Ditto	Croft	1	1	28			
353	Ditto	Middle Close	2	0	4			
						7	10	0
369	Thornton, Joseph	House, Barn, Mistal, Stable Yard, and Lane	0	0	22			
375	Ditto	Four-day Work	3	0	0			
376	Ditto	Broom Field	3	2	23			
379	Ditto	Garden near Backhouse Croft	1	0	33			
						20	5	0
362	In hand	Shrogg	0	1	1			
			116	3	36	237	7	0

6 s

Total Grave Rent payable to the Lord of the Manor - - - £1 10s.

John H. Ramsbotham.

The SECOND SCHEDULE referred to by the foregoing Act of Parliament.

COPYHOLD CHIEF RENTS.

Number on Plan.	Occupiers.	Where situate.	Description of Property.	Square Yards.	Rental. £ s. d.
135 and Part of 132	Aspinall, John	Rastrick	Cottage and Garden	170	0 7 6
192	Aspinall, Mary	Ditto	Cottage, Shop, and Garden	240	0 15 0
137	Bottomley, James	Ditto	Cottage and Outbuildings	75	0 6 0
688	Briggs, Mary	Ditto	Cottage	60	0 7 0
722	Battye, William	Ditto	Cottage		0 6 0
Part of 722	Battye, James	Ditto	Ditto		0 6 0
724	Ditto	Ditto	Garden		0 6 0
Part of 722	Battye, Simeon	Ditto	Cottage		0 6 0
Part of 726	Battye, Charles	Ditto	Cottage and Outbuildings		0 6 0
690	Brown, Charles	Ditto	Two Cottages and Outbuildings	150	0 15 0
716	Brook, Charles	Ditto	Three Cottages	4 Perches	1 4 0
Part of 722	Ditto	Ditto	Two Cottages		0 16 0
Part of 726	Ditto	Ditto	Three Cottages		2 0 0
194	Eastwood, Ann	Ditto	House, Outbuildings, and Yard	170	0 10 0

175 *a*	Firth, James	Ditto	Cottage and Outbuildings	60	0	15 0
130	Ditto	Ditto	(Tops Greave) House and Shop	105	0	15 0
691	Goodaire, Joseph	Ditto	Two Cottages, Outbuildings, and Garden.	200	1	10 0
136 & 137 *a*	Gledhill, Martha	Ditto	Cottage, Outbuildings, and Garden	250	1	10 0
689	Goldthorp, Joseph, Executors.	Ditto	Three Houses and Outbuildings	155	1	10 0
140	Hopkinson, William	Ditto	Cottage, Outbuildings, and Garden	150	1	0 0
718	Holroyd, Joseph	Ditto	Cottage		0	10 0
133 and Part of 132	Hinchliffe, Daniel	Ditto	House and Garden	155	0	7 6
139	Lee, Samuel	Ditto	Cottage, Outbuildings, and Garden	300	0	10 0
718 *a*	Ledgard, Miss S. A.	Ditto	Cottage		0	12 6
725	Ditto	Ditto	Three Cottages		1	17 6
689	Marsden, Abraham	Ditto	Cottage	60	0	15 0
Part of 722	Medley, John	Ditto	Cottage		0	10 0
723	Ditto	Ditto	Garden		0	5 0
Part of 726	Pollard, Samuel	Ditto	Cottage		0	10 0
134 and Part of 132	Riley, Joseph	Ditto	House and Garden	145	0	7 6
692	Rushforth, Edwin	Ditto	Cottage, Outbuildings, and Yard	240	1	10 0
716 *a*	Robinson, William	Ditto	Garden and Outbuildings		0	5 0
129	Schofield, Jonathan	Ditto	Dyehouse	90	0	3 6
141	Swift, Anne	Ditto	Cottage and Garden	165	1	0 0
689	Stake, Mary	Ditto	Cottages and Outbuildings	70	0	15 0
138	Smith, Saville	Ditto	Cottage, Outbuildings, and Garden	375	1	1 0

SECOND SCHEDULE—COPYHOLD CHIEF RENTS—*continued.*

Number on Plan.	Occupiers.	Where situate.	Description of Property.	Square Yards.	Rental. £	s.	d.
688	Stott, Mary	Rastrick	Cottage	70	0	15	0
161	Sutcliffe, William	Ditto	Cottage	56	0	15	0
193	Shepley, Joseph	Ditto	House, Kitchen, and Outbuildings	176	0	10	0
689	Tooley, Joseph	Ditto	Cottage and Frontage	45	1	0	0
687	Thornton, James	Ditto	Two Cottages and Garden	150	1	0	0
131	Wade, Mary	Ditto	House and Outbuildings	70	0	10	0
131	Wade, James	Ditto	Cottage and Clothes Ground	120	1	0	0
161 *a*	Wilkinson, Jonas	Ditto	Cottage	60	1	0	0
53 *a*	Walker, Abraham	Ditto	Carpenter's Shop, Shed, Yard, and Garden.	907	2	2	0
36	Walker, Widow	Ditto	Croft	847	1	0	0
143	Whitaker, Charles	Ditto	Two Cottages and Outbuildings	150	1	0	0
26, 27, 28, 29, 30	Woodhouse and Walker	Ditto	Four Cottages and Garden in the Occupation of James Gooder, John Walker, Thomas Stirk, and Samuel Walker	800	2	10	0
				£	39	12	0

John H. Ramsbotham.

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