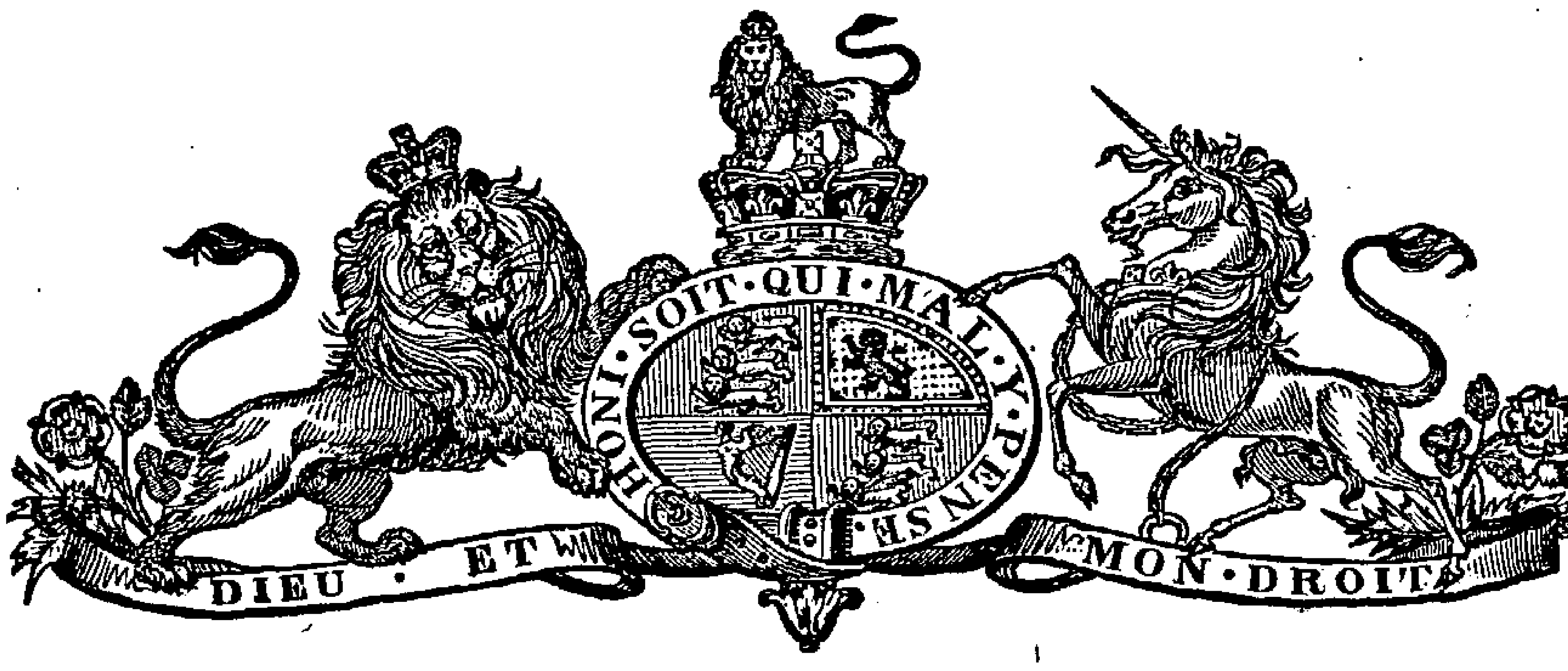


ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. 5.

An Act for enlarging the Powers contained in "*Thornhill's* Estate Act, 1852," and for granting further Powers in respect of the *Thornhill* Estate. [10th *July* 1854.]

WHEREAS an Act of Parliament was passed in the Fifteenth and Sixteenth Years of the Reign of Her present Majesty, intituled *An Act to enable the infant Tenant in Tail of the* 15 & 16 Vict. c. 20. *Estates in the County of* York *subject to the Will of* Thomas Thornhill *of* Fixby *in the said County, Esquire, deceased, to grant Building and other Leases of Parts of the said Estates, and to sell and exchange the same, and for other Purposes*, the Short Title of which is "*Thornhill's* Estate Act, 1852," by which Act, after reciting that *Thomas Thornhill* of *Fixby* in the County of *York*, Esquire, deceased, by his last Will and Testament, bearing Date the Sixteenth Day of *April* One thousand seven hundred and ninety, gave and devised all and every his Real Estates, whatsoever and wheresoever, at *Fixby*, *Rastrick*, *Lindley*, *Quarmby*, *Deighton*, and *Calverley*, or elsewhere in the County of *York*, to his Son *Thomas Thornhill* for the Term of his Life, without Impeachment of Waste, with Remainder to Trustees therein named, and their Heirs, during the Life of his said Son, upon trust to preserve the contingent Remainders therein

limited, with Remainder to the First and all and every the Son and Sons of his said Son successively in Tail Male, with Remainder to his the said Testator's Second and all and every other Son and Sons successively in Tail Male, with Remainder to the First and all and every other Daughter and Daughters of his said Son *Thomas Thornhill* successively in Tail General, with Remainder to his the said Testator's Second Son and all and every other Son and Sons successively in Tail General, with Remainder to his the said Testator's First and all and every other Daughter and Daughters successively in Tail General, with Remainder to his the said Testator's Brother *George Thornhill* of *Diddington* in the County of *Huntingdon*, Esquire, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to Trustees to preserve contingent Remainders, with Remainder to his the said Testator's Nephew *George Thornhill*, only Son of his said Brother *George Thornhill*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to Trustees to preserve contingent Remainders, with Remainder to the First and all and every other the Son and Sons of his said Nephew *George Thornhill* successively in Tail Male, and in default of such Issue to all and every other the Son and Sons of his said Brother *George Thornhill* successively in Tail Male, with Remainder to the First and all and every the Daughter and Daughters of his said Nephew *George Thornhill* successively in Tail General, with Remainder to *Mary Anne Thornhill*, the eldest Daughter of his said Brother *George Thornhill*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with Remainder to Trustees to preserve contingent Remainders, with Remainder to the First and all and every the Son and Sons of the said *Mary Anne Thornhill* successively in Tail Male, with Remainder to his Niece *Sarah Thornhill*, Second Daughter of his said Brother *George Thornhill*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, with Remainder to Trustees to preserve contingent Remainders, with Remainder to the First and all and every the Son and Sons of the said *Sarah Thornhill* successively in Tail Male, with Remainder to his Niece *Frances Thornhill*, youngest Daughter of his said Brother *George Thornhill*, and her Assigns, during the Term of her natural Life, without Impeachment of Waste, with Remainder to Trustees to preserve contingent Remainders, with Remainder to her First and all and every other Son and Sons successively in Tail Male, and in default of such Issue to all and every the Daughter and Daughters of his before-mentioned Niece *Mary Anne Thornhill* successively in Tail General, with Remainder to all and every the Daughter and Daughters of his said before-mentioned Niece *Sarah Thornhill* successively in Tail General, with Remainder to all and every the Daughter and Daughters of his before-mentioned Niece *Frances Thornhill* successively in Tail General, with Remainder to all and every the Daughter and Daughters of his said Brother *George Thornhill* successively in Tail General, with the ultimate

ultimate Remainder in Fee to the Testator's own right Heirs for ever; and the said Testator thereby authorized and empowered his Son *Thomas Thornhill*, at any Time before his Intermarriage with any Woman or Women, to limit and settle any annual Sum or yearly Rentcharge not exceeding the yearly Sum of Two thousand Pounds free and clear of all Taxes and Deductions whatsoever for the Life of such Woman or Women, as and for and by way of Jointure and in bar of Dower; and that the said Testator departed this Life in the Year One thousand eight hundred, without having revoked or altered his said Will, which was duly proved by the said *George Thornhill* and *William Lynne* in the Prerogative Courts of the Archbishops of *York* and *Canterbury*; and also reciting that the said Testator left surviving him the said *Thomas Thornhill*, in his Will named his only Son and Heir-at-Law, and no other Child, and also leaving *George Thornhill* his Nephew, the only Son of his Brother *George Thornhill*, him surviving; and also reciting that the said *Thomas Thornhill* the Son intermarried with *Clara Pierse* Spinster, and had Issue by her One Child only, namely *Clara Thornhill*, who was born on the Twentieth Day of *May* One thousand eight hundred and thirty-six, and that the said *Clara*, the Wife of the said *Thomas Thornhill* the Son, died in the Month of *December* One thousand eight hundred and thirty-six; and also reciting that in the Year One thousand eight hundred and thirty-nine the said *Thomas Thornhill* the Son intermarried with *Honoria Forester* Spinster, and upon the Occasion of that Marriage the said *Thomas Thornhill* the Son, in exercise of the Powers to him in that Behalf given by the said Will of the said Testator *Thomas Thornhill* the Father, did, by Indenture of Appointment bearing Date the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, charge the said Real Estates in the County of *York*, devised by the said Will, with a Jointure Rentcharge of Two thousand Pounds a Year, issuing out of the said devised Estates, and payable to the said *Honoria Forester* during her Life, and that a Term of Years was vested in *Mark Milbank* and *William Henry Meyrick* Esquires, as Trustees, for better securing the said Jointure Rentcharge; and also reciting that the said *Thomas Thornhill* the Son, by a Codicil to his Will, which Codicil bears Date the Tenth Day of *July* One thousand eight hundred and forty-three, appointed his Wife *Honoria Thornhill* to be Guardian of the Person of the said *Clara Thornhill*, and that the said *Thomas Thornhill* the Son departed this Life on the Twenty-ninth Day of *May* One thousand eight hundred and forty-four, without having had any Son, and leaving the said *Clara Thornhill* his Daughter by the said *Clara Pierse* surviving him, and leaving by his said Wife, formerly *Honoria Forester*, a Daughter, namely, *Honoria Louisa Thornhill*, surviving him, and that on the Twentieth Day of *June* One thousand eight hundred and forty-four the said *Honoria Thornhill* was delivered of another Daughter, of which she was enciente by the said *Thomas Thornhill* the Son at the Time of his Death,

to

to wit, *Eleanor Frances Thornhill*; and also reciting that the said *Clara Thornhill*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill* were all then Infants under the Age of Twenty-one Years, and that the said *George Thornhill* of *Diddington* died many Years ago, leaving *George Thornhill* his Nephew him surviving; and also reciting that the said *George Thornhill* the Nephew, prior to the Year One thousand eight hundred and eleven, intermarried with *Charlotte Matilda Green*, by whom he had a Son, namely, *George Thornhill*, who was born in or about the Month of *August* One thousand eight hundred and eleven; and also reciting that the said *George Thornhill* the Nephew departed this Life in the Month of *May* One thousand eight hundred and fifty-two, leaving the said *George Thornhill* his eldest Son him surviving; and also reciting that the said *Clara Thornhill*, on or about the Third Day of *July* One thousand eight hundred and forty-four, by *Francis Forester* Esquire, her next Friend, had filed her Bill in the High Court of Chancery against the said *Honoria Thornhill*, for the Administration of the Estates of her Grandfather the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and that *John Hodgson Ramsbotham* Esquire had been appointed Receiver in the said Cause, and that in the Year One thousand eight hundred and forty-six the said *Honoria Thornhill* intermarried with and was then the Wife of *Henry Hungerford Holdich Hungerford* Esquire, and that upon the Occasion of such Marriage the said Jointure Rentcharge was, by an Indenture bearing Date the Third Day of *August* One thousand eight hundred and forty-six, and made between the said *Henry Hungerford Holdich Hungerford* of the First Part, the said *Honoria Thornhill* of the Second Part, and Sir *Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman* of the Third Part, assigned to the said Sir *Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman*, as therein mentioned; and also reciting that a Portion of the said devised Estates had been sold, and the Produce of such Sale invested in the Purchase of an Estate called *Rawdon* Estate; and also reciting that by an Order of the said Court of Chancery, bearing Date the Third Day of *May* One thousand eight hundred and fifty-one, it was ordered, that the said *Honoria Hungerford* should be appointed Guardian of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* during their Minority, or until the further Order of that Court; and also reciting that the Lands and Hereditaments specified and described in the Fifth Schedule to the said Act adjoined a Portion of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and the same Lands and Hereditaments had been purchased or agreed to be purchased by the Direction of the said Court of Chancery, as being desirable and convenient to be held with the Estates to which they so adjoined or were immediately contiguous, and that the same Estates had been conveyed or were intended to be conveyed

unto

unto and to the Use of *Matthew Ford* of *Lincoln's Inn Fields*, Gentleman, (a Trustee appointed by the said Court,) his Heirs and Assigns, for ever, upon trust for the said *Clara Thornhill*, her Heirs and Assigns, in manner therein mentioned; and also reciting that the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety were specified and described in the First, Second, and Fourth Schedules to the said Act, and that the said Estate at *Rawdon* was specified and described in the Third Schedule to the said Act, and the said Estates belonging to the said *Clara Thornhill* in Fee were described in the Fifth Schedule to the said Act, and that, for the Purpose of more accurately defining the Parts of the said Estate which were to be excepted out of the Powers of the said Act, a Map or Plan of such Parts respectively, signed by the Right Honourable *John Thomas* Lord *Redesdale*, Chairman of Committees of the House of Lords, had been deposited in the Office of Master *Humphry*, the Master to whom the said Cause stood transferred, that Part of the Map or Plan showing the Lands excepted being coloured respectively Green, Blue, and Yellow, and distinguished by there being written thereon the Words and Figures "*Thornhill*'s Estate Act, 1852," "Lands excepted;" it was enacted, that from and immediately after the passing of the said Act it should be lawful for the Court of Chancery, and such Court should, as soon as conveniently might be, appoint Three Persons, who should be Trustees for the Purposes of the Building Leases thereby authorized to be granted, and who should forthwith and from Time to Time lay out the Lands which were intended to be built upon, and settle the Terms (subject to the Provisions therein contained) upon which Leases thereof or of distinct Parts thereof should be granted, and no Building Lease should be granted without the Assent of such Persons, and such Persons should testify their Assent to the granting of Building Leases or Contracts for granting Building Leases in manner therein mentioned; and by the Second Section of the said Act it was enacted, that it should be lawful for the Person who was or from Time to Time should be Tenant in Tail in possession of the Estates devised in manner aforesaid by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, under the Limitations of the same Will, during the Period such Person should be an Infant with the Consent of the Three Persons to be appointed as thereinbefore was directed, to grant, demise, or lease, for any Term not exceeding Nine hundred and ninety-nine Years in possession, as well all or any Part of the Freehold Estates so devised as aforesaid (with the Exception of a Portion thereof of which a Plan showing such Exception had been so signed and distinguished and deposited as aforesaid), as also of the said Estate at *Rawdon* after the Purchase thereof should be completed, and all other the Estates which from Time to Time should be subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to any Person or Persons who should be willing substantially to build upon or improve such

such Estates, at the Rent and upon the Terms and Conditions therein mentioned; and it was further enacted, that it should be lawful for the said Court of Chancery, and the same Court was thereby required, from Time to Time to make an Order in a summary Way for settling, taxing, and allowing the Costs, Charges, and Expenses of the said Trustees incurred in or about the Execution of the Trusts and Purposes of the said Act or in relation thereto, including all Sums due or paid to Surveyors or others employed by them, and to order the immediate Payment of such Costs, Charges, and Expenses out of such Fund, either in the first instance or finally, as the same Court should think fit, and also to order that the Amount so paid for such Costs, Charges, and Expenses might be made a Charge upon the Corpus of the said Estates, in such Manner as the said Court should or might direct; and it was further enacted, that after the passing of the said Act it should be lawful for the Guardian or Guardians for the Time being of the said *Clara Thornhill* during her Minority, or for the Guardian or Guardians for the Time being of such other Person or Persons as should from Time to Time be Tenant in Tail in possession of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in manner therein-before mentioned, under the Limitations of the said Will, or the respective Minorities of such Persons, with the Consent of the said Court of Chancery, absolutely to sell all or any Part or Parts of the said Estates so devised as aforesaid, except the Lands coloured respectively Blue, Green, and Yellow on the said Plan, as also any Part or Parts of the said Estates which should or might be acquired under the Powers conferred by the said Act, and the Estate at *Rawdon*, when the Purchase thereof should be completed, and any other Estates which should from Time to Time be subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, for such Price or Prices in Money as to the Person or Persons making such Sale should seem reasonable, or, with such Consent as last aforesaid, to grant and convey the same Estates in Exchange for other Hereditaments of Freehold Tenure in *England* or *Wales*, with such Provisions of Detail as to such Sales or Exchanges as in the said Act are contained; and it was also enacted, that during the Continuance of the Suit of *Thornhill* versus *Thornhill*, or any revived or supplemental Suit connected therewith, the Fines payable in respect of the granting of Leases of any Part of the Premises comprised in the said Fourth Schedule to the said Act should be paid to the Receiver for the Time being in the said Cause, who should keep a separate Account of all Sums of Money received by him in respect of such Fines, and should account for the same in passing his Accounts before the Master to whom the said Cause was referred, and after paying thereout the Amount of the Costs, Charges, and Expenses mentioned in the Clause therein-after contained respecting the Payment of the Costs, Charges, and Expenses of the said Act, the Residue of the Money received in respect of such Fines should be

be paid into the Bank of *England* in the Name of the Accountant General of the said Court of Chancery, to the Credit of an Account to be entitled "Surplus Fines Account," in the Matter of the said Act (citing it), and such Money should be disposed of in the same Manner as Money to arise from the Sale of any of the said Estates under the Power of Sale therein-before contained was directed to be disposed of; and it was also enacted, that if the said *Clara Thornhill* should die under the Age of Twenty-one Years, the Monies to be received from Fines upon Leases to be so granted as aforesaid should still in the first instance be liable to pay the Costs, Charges, and Expenses aforesaid, and after Payment thereof the Residue of the Money to be received in respect of such Fines should be paid into the Bank of *England*, and be disposed of in the same Manner as Money to arise from the Sale of any of the said Estates under the Power of Sale therein-before contained; and it was further enacted, that it should be lawful for the said Court of Chancery and the same Court was thereby required, upon Petition in a summary Way, to make an Order for allowing, taxing, or settling all Costs, Charges, and Expenses which had been incurred or should be incurred in applying for, obtaining, and passing the said Act, and of the various Orders of Reference and of Proceedings in the Master's Office, and of obtaining the Evidence there adduced, and all other preparatory and preliminary Proceedings, including therein all Costs, Charges, and Expenses which had been or might be incurred in all or any of the Matters aforesaid by or on behalf of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, and such Costs, Charges, and Expenses, when so taxed, should be paid by the Receiver in the Cause of *Thornhill* versus *Thornhill* in the first instance, out of the Rents and Profits in his Hands or to come to his Hands of the Estates of which the said *Clara Thornhill* was entitled as Tenant in Tail as aforesaid, or out of the Monies in Court which had arisen from such Rents and Profits, and the Amount so paid should, if paid out of Rents and Profits in his Hands, be allowed to such Receiver in passing his Accounts of such Rents and Profits, but the said Receiver should out of the Monies which he should receive in respect of Fines upon Leases granted of any of the Hereditaments specified or comprised in the said Fourth Schedule to the said Act recoup the Account of Rents and Profits to the Amount of the Costs, Charges, and Expenses so to be paid by him as aforesaid: And whereas Parts of the Estates excepted from the Operation of the said recited Act are respectively situate at *Calverley* and *Fixby*: And whereas the said *Clara Thornhill*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill* are still Infants under the Age of Twenty-one Years: And whereas by an Order made in the said Cause of *Thornhill* versus *Thornhill*, and in the Matter of the said "*Thornhill* Estate Act, 1852," on the Twelfth Day of *November* One thousand eight hundred and fifty-two, by his Honour Vice Chancellor *Kindersley*, the Reverend *Alfred Brown* Master of Arts, Vicar of *Calverley* in the said County of *York*, the said *John Hodgson Ramsbotham*, and *Christopher White* of *Lincoln's Inn Fields*

Estates excepted out of recited Act.

Order in Chancery, dated 12th Nov. 1852.

Fields in the County of *Middlesex*, Gentleman, were appointed Trustees under "*Thornhill*'s Estate Act, 1852," for the Purposes of the Building Leases thereby authorized to be granted, and to execute the several Powers conferred thereby upon the Building Lease Trustees: And whereas, in the Execution of the Powers vested in the said Guardian and Trustees respectively, they have laid out certain Portions of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, with the Intention of forming the same into Streets, Roads, and Ways, and the same or Part thereof have been dedicated pursuant to the Directions of the said Act, and many Building Leases have already been granted under the Powers of the said Act, and there are very many Applications for other Leases now under the Consideration of the said Trustees: And whereas other Parts of the said Estates situate at *Calverley* have been selected by the said Trustees for the Purpose of being granted as Sites for the Erection of Villas or Dwelling Houses; and for the Purpose of more advantageously laying out and disposing of such last-mentioned Parts of the said Estates, Roads and other Works are now being constructed from *Apperley Bridge* at *Calverley* over the *Leeds and Liverpool* Canal, under Contracts entered into by the said Trustees, with the Sanction of the said Court of Chancery, the Execution of which Roads and other Works will involve very considerable Outlay: And whereas, pending the Completion of the Works last aforesaid, Applications of a highly beneficial Nature to the said Estates at *Calverley* have been made to the said Trustees for Leases of considerable Plots of Grounds in the *West Wood* at *Calverley*, as Sites for the Erection of Villas of a superior Description, from which Leases, if granted, a large and immediate Increase in the Rental of the said Estates would take place, and it has been ascertained by the said Trustees that if such Applications are complied with many Applications of a similar Nature will be submitted to the said Trustees; but the Parties making such Applications refuse to accept Leases unless the Right of Re-entry may be made to accrue only in respect of that particular Portion of the Buildings or Ground upon which or in respect of which a Breach, Non-observance, or Non-performance of Covenants may have occurred; but such a limited Right of Re-entry is not authorized to be conferred by "*Thornhill*'s Estate Act 1852:" And whereas, in particular, Objections of the Nature above referred to have been raised upon Three several Contracts entered into by the said Guardian and the said Trustees with *William Cheesebrough* of *Bradford* in the West Riding of the County of *York*, Esquire, *John Yewdall* and *Henry Robert Ramsbotham*, also of *Bradford*, Esquires, of Three distinct Parcels of Land situate at the *West Wood, Calverley*, aforesaid, at the respective annual Rents of One hundred and sixty-five Pounds, One hundred and eighty-five Pounds, and Fifty Pounds: And whereas, if Power should not be obtained to insert in Leases to be granted under the Powers of the said recited Act Rights of Entry of the Nature or to the Effect herein-before mentioned, in Cases where Circumstances

make

make it proper that such Rights should be inserted, the Estates of the said *Clara Thornhill* will be greatly injured, inasmuch as Parties who would otherwise build Villa Residences of the Nature of those referred to in the said Contracts will refuse to take Leases, and the present Outlay for the Works at *Apperley Bridge* and the Roads in connexion therewith, now in the Course of Execution, under the Authority of the said Court of Chancery, will be rendered to a great Extent abortive: And whereas, after allowing for the Interest on the Outlay for the Works agreed to be made by the Three last-mentioned several Contracts, the annual Income from such Land will be increased to the Amount of at least Three hundred and fifty Pounds, while at the same Time the Adoption of such Contracts will insure great prospective Benefits on the present and future Owners of the said Estates: And whereas the *Calverley* Estate, devised as aforesaid by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, is not adapted for the Residence of the said *Clara Thornhill* or the Person who may become entitled to the Estates so devised as aforesaid, by reason of its Proximity to the great Manufacturing Towns of *Leeds* and *Bradford*, and several large and populous Villages where the Woollen Trade is extensively carried on, nor is there any House upon the said *Calverley* Estate fit for the Residence of the said *Clara Thornhill* or such Person entitled as aforesaid: And whereas it is desirable and expedient that so much of "*Thornhill*'s Estate Act, 1852," as excepts from the Operation of the Powers of that Act the Lands and Hereditaments at *Calverley*, thereby specified, should be repealed as to the whole of such excepted Lands and Hereditaments, and that the whole of the *Calverley* Estate should be subject to all the Powers of this and the said recited Act, because such Exception has been found to be prejudicial to the rest of the *Calverley* Estate, as it interferes most materially with the Plan of the Works and Roads adopted and contemplated by the said Trustees, and which Roads and Works are partly in the Course of Construction, with the Sanction of the said Court, at a considerable Cost, and much of the Advantage which would otherwise accrue from such Works and Roads will be lost if such Exception should continue: And whereas, although "*Thornhill*'s Estate Act, 1852," confers upon the Trustees appointed for the Purposes of the said Act Powers for the Execution of the Trust reposed in them, and they are the Parties with whom all Contracts for the Execution of Works entered into by Surveyors, Contractors, and other Persons must be made, yet no Fund is created by the said Act to which the said Trustees can themselves resort in the first instance for Payment of any of the Expenses incurred by them in respect to such Contracts or otherwise in the Execution of these Trusts, and inasmuch as the Rents of the Estates subject to the Powers of the said Act do not pass through their Hands, they have found it necessary, in many Instances, to advance Money for the Purposes of their Trusts out of their own Pockets, in order to avoid the great Expense incurred by making frequent Applications to the Court of Chancery for

Money for the Payment of such Expenses, and it is therefore expedient that Powers should be conferred whereby Monies in the Hands of the Receiver in the said Cause of *Thornhill* versus *Thornhill*, which have arisen from the Rents and Profits of the said Estates, should be made available, with the Sanction of the said Court of Chancery, for Payment of Expenses incurred by the said Trustees in the Execution of their Trusts, and that the said Court of Chancery should be empowered to direct the Receiver from Time to Time to advance to the said Trustees such Sums as they should from Time to Time require for the Payment of such Expenses, in manner herein-after mentioned, the said Trustees accounting, as herein-after provided, for the due Application of the same Monies: And whereas the Powers of Exchange contained in "*Thornhill*'s Estate Act, 1852," do not authorize Lands of Copyhold or Customary Tenure to be taken in Exchange, nor the Payment of Money for Equality of Exchange, and the Estates so devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, as aforesaid, situate in the Townships of *Fixby* and *Rastrick*, are much intermixed with Estates of the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, which formerly belonged to the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and it is desirable that the said Powers of Sale and Exchange conferred by "*Thornhill*'s Estate Act, 1852," should be extended in manner herein-after provided, and that the Guardian or Guardians for the Time being of the said infant Tenants in Tail should be authorized to join in and concur with any other Person or Persons duly authorized in straightening and simplifying the Boundaries of the said Estates of the said infant Tenants in Tail, in manner herein-after mentioned: And whereas on the Twenty-fifth Day of *January* last an Order of the said Court of Chancery was made upon the Petition of the said *Clara Thornhill*, by his Honour the Vice Chancellor *Kindersley*, whereby, after stating that the Court, being of opinion that it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that an Act of Parliament should be applied for in the ensuing Session of Parliament, to confer additional Powers, as in the Petition mentioned, and such other Powers as the Judge at Chambers should think fit, on the Guardian of the said *Clara Thornhill*, and the Trustees of "*Thornhill*'s Estate Act, 1852," it was ordered that the said *Honoria Hungerford* should be at liberty to present the necessary Petition to Parliament to bring in such Bill, and the Bill for that Purpose was to be settled by the said Judge to whose Court the said Cause was attached, and the said *Honoria Hungerford* was to be at liberty to attend the Proceedings under the said Order, and that the Costs of applying for and obtaining the said Act of Parliament, and all Proceedings relating thereto, should be raised and paid in the same Manner as the Costs mentioned in or referred to in "*Thornhill*'s Estate Act, 1852:" And whereas the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety

Order of Court, dated 25th Jan 1854.

ninety was at the Time of making his said Will and of his Death seised of or entitled to some Copyhold Estates situate within the superior Manor of *Wakefield*, and held either directly of that Manor or some subordinate Manor within the same, and some of such Copyhold Estates are situate in the Townships of *Fixby* and *Rastrick* respectively, in which Townships are also situate great Portions of the Freehold Estates devised as aforesaid by the said Will, and the said Freehold and Copyhold Estates respectively of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in the said Townships, have been in the *Thornhill* Family for many Generations prior to the Death of the said Testator, and devolved by the same Title, and have been in the Ownership of the same Persons, and the same Testator did not make any Surrender of the said Copyhold Estates or any of them to the Uses of his Will, and the said *Thomas Thornhill*, the Son of the said Testator, was the Heir-at-Law according to the Custom of the said Manor or Manors of which the said Copyhold Estates were held, and upon the Death of the said Testator the said Copyhold Estates descended upon his said Son, who, as such Heir-at-Law, entered into the Possession or Receipt of the Rents and Profits of the said Copyhold Estates, inclusive of those situate in the Townships of *Fixby* and *Rastrick* respectively: And whereas, at a Great Court Baron held for the said Manor of *Wakefield* on the Fifteenth Day of *October* One thousand eight hundred and four, the said *Thomas Thornhill*, the Son of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, was admitted as his Heir-at-Law to the said Testator's Copyhold Estates in the Manor of *Wakefield*, by One Admission, and by the general Description contained in such Admission, in the Words or to the Effect following; (that is to say,) all Copyhold Messuages, Cottages, Mills, Farms, Lands, Tenements, and Hereditaments of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety situate, standing, 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, and being of the yearly Rent to the said Lord of the said Manor of Six Pounds Four Shillings and Ninepence, and Part thereof compounded for and Part uncompounded for, together with all the Rights, Remedies, and Appurtenances, to hold to the said *Thomas Thornhill* the Son, his Heirs and Assigns, for ever, to be holden of the Lord of the said Manor by the Rents, Suits, and Services, according to the Custom thereof: And whereas previously to and in contemplation of the said Marriage of the said *Thomas Thornhill* the Son with the said *Honoria Forester* an Indenture of Settlement was executed, bearing Date on or about 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, the said *Honoria Forester* of the Second Part, and *Mark Milbank* and *William Henry Meyrick* of the

the Third Part, by which Indenture, in consideration of the said then intended Marriage, the said *Thomas Thornhill* the Son covenanted with the said *Mark Milbank* and *William Henry Meyrick* that he would, as soon as conveniently might be, surrender into the Hands of the Lord of the said Manor of *Wakefield*, according to the Custom of the said Manor, all the Copyhold Hereditaments of which he was admitted Tenant as aforesaid, with their Appurtenances, to the Uses and upon the Trusts therein specified and declared and herein-after recited 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 the said *Clara Thornhill* 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 intended Marriage, who under or by virtue of the Limitations of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety should be entitled to the said Freehold Hereditaments thereby devised, or an Estate of Freehold or Inheritance therein in possession, or in remainder immediately expectant on the Determination of the Uses and Estates therein-before limited, in equal Shares, as Tenants in Common, and the Heirs of the respective Bodies of the said Children, with Cross Remainders in Tail between such Children, and in case there should be originally only One Child of the said then 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 Manors, Messuages, Farms, Lands, Tenements, and Hereditaments so devised by the said therein-recited Will as aforesaid should, under or by virtue or in consequence of the Limitations contained in the same 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 therein-before contained of the said Copyhold Messuages, Lands, Tenements, and Hereditaments to the Use of the said *Clara Thornhill* and the Heirs of her Body should absolutely cease, determine, and be void, and the Limitations therein-before contained concerning the said Copyhold Lands, Tenements, and Hereditaments in remainder or reversion 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.

accelerated and take effect in the same or the like Manner as if the said *Clara Thornhill* were dead without Issue: And whereas, pursuant to the Covenants contained in the said Indenture, the said *Thomas Thornhill* the Son on or about the Twenty-third Day of *November* One thousand eight hundred and forty duly surrendered the said Copyhold Tenements and Premises therein described by the Description 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 according to the Custom thereof, 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 Hereditaments, and they now continue Tenants thereof, on the Court Rolls of the said Manor of *Wakefield*: And whereas, under or by virtue of the Limitations contained in the above-mentioned Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, and of the Events which have happened, the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* have become entitled as Tenants in Common in Tail to the Copyhold Hereditaments and Premises affected by the Covenant contained in the said Indenture of Settlement: And whereas on or about the First Day of *November* One thousand eight hundred and fifty-three a Bill was filed in the said Court of Chancery by the said *Clara Thornhill*, by the said *Francis Forester*, her next Friend, against the said *Mark Milbank* and *William Henry Meyrick*, praying that the Freehold Lands and Hereditaments devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety in the said Townships of *Fixby* and *Rastrick* and the Boundaries thereof might be distinguished and ascertained, and that a Commission or Commissions might issue out of or under the Seal of the said Court, directed to certain Commissioners therein to be named, for the Purpose of distinguishing and ascertaining the Boundaries of the said Freehold Estates, and that all proper Directions might be given relating to the said Commission or Commissions, and the Execution thereof, and for further Relief: And whereas by a Decree made in the last-mentioned Suit on the Tenth Day of *December* One thousand eight hundred and fifty-three it was ordered and decreed that a Commission should issue, directed to certain Commissioners to be therein named, to distinguish the several Freehold Lands and Hereditaments within the said Townships of *Fixby* and *Rastrick* devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, from the several Copyhold Lands and Tenements of the said *Mark Milbank* and *William Henry Meyrick* within the said Townships of *Fixby* and *Rastrick* to which they were on the said Fourth Day of *December* One thousand eight hundred and forty admitted Tenants of the said Manor of *Wakefield* on the

Decree of Court of Chancery, dated 10th Dec. 1853.

the Surrender of the said *Thomas Thornhill* the Son, and it was ordered that the Commissioners should set out, distinguish, and ascertain the several Freehold and Copyhold Lands, Tenements, and Hereditaments respectively by proper Metes and Bounds: And whereas, in pursuance of the said Decree, on the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four a Commission was issued out of the said Court, directed to *John Wilson*, *William Barker*, *Frederick Robert Jones*, and *George Crowther*, commanding them, any Two or Three of them, to enter upon and view the said Premises before mentioned as the several Freehold Lands and Hereditaments within the Townships of *Fixby* and *Rastrick* in the Parish of *Halifax* in the County of *York* devised by the Will of *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and the several Copyhold Lands and Tenements of the said *Mark Milbank* and *William Henry Meyrick* within the said Townships of *Fixby* and *Rastrick* to which they were on the said Fourth Day of *December* One thousand eight hundred and forty admitted Tenants of the Manor of *Wakefield* as aforesaid, and the same to distinguish and set out by the best Ways and Means they could or might judge proper, pursuant to the true Intent and Meaning of the said Decree: And whereas the said *John Wilson* and *William Barker*, Two of the said Commissioners named in the said Commission, by their Certificate to the Lord High Chancellor bearing Date the Eleventh Day of *February* One thousand eight hundred and fifty-four, certified that they had forborne to set out the Freehold and Copyhold Lands in the Township of *Fixby*, because it appeared to them that the Commission did not enable them to set out the same Lands by reason that the Copyhold Parts of such Lands in the said Township of *Fixby*, and situate in the said Manor of *Wakefield*, to which the said *Thomas Thornhill* the Son was admitted on the Fifteenth Day of *October* One thousand eight hundred and four, and through whom the said *Mark Milbank* and *William Henry Meyrick* derived their Title, and to which they were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, were not capable of Identification at that Time, although conclusive Evidence had been tendered to them the said Commissioners, on behalf of the said *Mark Milbank* and *William Henry Meyrick*, that they were entitled to One hundred and seventeen Acres of Copyhold Lands in the said Township of *Fixby* held of the Manor of *Wakefield*, and that such Copyhold Lands had from a very remote Period paid and did then pay to the Lord of the Manor of *Wakefield* the Four several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence, making together the whole Sum of One Pound Ten Shillings; and the said Commissioners further certified, that after a careful Consideration of the Evidence so adduced before them, they found that the Copyhold Lands in the Township of *Fixby* to which the said *Thomas Thornhill* the Son and the said *Mark Milbank* and *William Henry Meyrick* were severally entitled as aforesaid were not capable of Identification, and that, having Reference to the several

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Rents so paid to the Lord of the said Manor of *Wakefield*, the said Copyhold Lands consisted of One hundred and seventeen Acres, and that the same were respectively situate at, near, or adjoining to the following Places; namely, *Knowle*, *Wood*, *Stone*, *Burn*, *Lighteridge*, *Jelly-Royd*, and *Cote*, and other Places within the same Township of *Fixby*, forming Part of the ancient Waste in the said Township; and the said Commissioners further certified, that in case the Commission so to them directed had authorized them to set out the Copyhold Lands of the said *Mark Milbank* and *William Henry Meyrick* in the said Township of *Fixby*, although the same could not be clearly identified, they would have set out such Copyhold Lands at or near the Places aforesaid; and the said Commissioners further certified unto his Lordship, that in pursuance of and in obedience to the said Commission they had entered into and upon all the several Freehold Lands and Hereditaments within the said Township of *Rastrick* devised by the said Will of *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and had entered into and upon all the several Copyhold Lands and Tenements of the said *Mark Milbank* and *William Henry Meyrick* within the said Township of *Rastrick* to which the said *Mark Milbank* and *William Henry Meyrick* were on the said Fourth Day of *December* One thousand eight hundred and forty admitted Tenants of the Manor of *Wakefield* as aforesaid, and that they had distinguished and set out the aforesaid Premises by proper Metes and Bounds, and that for the better distinguishing and setting out the said Premises the said Commissioners had in the First Schedule to the said Certificate annexed, and which they prayed might be taken as Part thereof, set out a full, true, and perfect List and Description of all the several Freehold Lands and Hereditaments within the said Township of *Rastrick* which they had ascertained to be the several Freehold Lands and Hereditaments within the Township of *Rastrick* in the Parish of *Halifax* in the County of *York* devised by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and which said several Freehold Lands and Hereditaments they had set out and distinguished by proper Metes and Bounds (except as therein-after mentioned) from the several Copyhold Lands and Tenements of the said *Mark Milbank* and *William Henry Meyrick* within the said Township of *Rastrick* to which the said *Mark Milbank* and *William Henry Meyrick* were on the said Fourth Day of *December* One thousand eight hundred and forty admitted Tenants of the Manor of *Wakefield* as aforesaid (except as to Three Fourths of the ancient Corn Mill at *Brighouse* in the said Township of *Rastrick*, but held under the Manor or sub-Manor of *Brighouse*, which paid a Chief or Fee-farm Rent of Five Pounds *per Annum* to the Lord of such Manor of *Brighouse*, the other One Fourth Part of the said Corn Mill being of Copyhold Tenure), and that the said Commissioners had in the Second Schedule to the said Certificate annexed, and which they prayed might also be taken as Part thereof, set out a full, true, and perfect List and Description of all the several Copyhold Lands and Tenements of the said

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Mark Milbank and *William Henry Meyrick* within the Township of *Rastrick* which they had ascertained to be the several Copyhold Lands and Tenements of the said *Mark Milbank* and *William Henry Meyrick* within the said Township of *Rastrick* to which the said *Mark Milbank* and *William Henry Meyrick* were on the said Fourth Day of *December* One thousand eight hundred and forty admitted Tenants of the Manor of *Wakefield* as aforesaid, and which said several Copyhold Lands and Tenements the said Commissioners had set out and distinguished by proper Metes and Bounds, except as to the One Fourth Part of the said Corn Mill and the Fulling Mill at *Brighouse* aforesaid (then also a Corn Mill), from the said several Freehold Lands and Hereditaments within the said Township of *Rastrick* devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety: And whereas by an Order of the said Court made in the said last-mentioned Cause, bearing Date the Twentieth Day of *February* One thousand eight hundred and fifty-four, the said Certificate of the said *John Wilson* and *William Barker* was absolutely confirmed: And whereas by another Decree made in the said last-mentioned Cause, bearing Date the Twenty-second Day of *February* One thousand eight hundred and fifty-four, it was ordered that a further Commission should issue, directed to the said *John Wilson* and *William Barker*, Two of the Commissioners named in the former Commission herein-before set forth, and other Commissioners to be therein named, thereby authorizing them to set out by proper Metes and Bounds such One hundred and seventeen Acres of Land in the said Certificate of the said Commissioners of the Eleventh Day of *February* One thousand eight hundred and fifty-four mentioned, as and for the Copyhold Lands held of the Manor of *Wakefield* which then paid the several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence, to the Lord of the said Manor, and to which Copyhold Lands the said *Mark Milbank* and *William Henry Meyrick* were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, as aforesaid: And whereas, in pursuance of the said last-mentioned Decree, another Commission was issued out of the said Court, dated the Twenty-seventh Day of *February* One thousand eight hundred and fifty-four, directed to the said *John Wilson*, *William Barker*, and *Frederick Robert Jones*, and to *William Armitage*, commanding them or any Three or Two of them to distinguish and set out by proper Metes and Bounds from the said Estates situate in the Township of *Fixby* One hundred and seventeen Acres of Land as and for the Copyhold Lands held of the Manor of *Wakefield* which then paid the several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence, to the Lord of the said Manor of *Wakefield*, and to which Copyhold Lands the said *Mark Milbank* and *William Henry Meyrick* were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, as aforesaid: And whereas the said *John Wilson* and *William Barker*, Two of the said Com-

Order, dated 20th Feb. 1854.

Decree, dated 22d Feb. 1854.

Commission, dated 27th Feb. 1854.

Commissioners, by their Certificate bearing Date the Fourth Day of *March* One thousand eight hundred and fifty-four, certified to the Lord High Chancellor that they had distinguished and set out by proper Metes and Bounds One hundred and sixteen Acres Three Roods and Thirty-six Perches as and for the One hundred and seventeen Acres of Copyhold Land held of the Manor of *Wakefield* in their Certificate dated the Eleventh Day of *February* One thousand eight hundred and fifty-four mentioned, which then paid the several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence to the Lord of the said Manor of *Wakefield*, and to which Copyhold Lands the said *Mark Milbank* and *William Henry Meyrick* were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, and that they had in the Schedule to the said Certificate annexed, and which they prayed might be taken as Part thereof, set out a full, true, and perfect List and Description of all the said Copyhold Lands so set out as aforesaid, and which they had distinguished by proper Metes and Bounds from the Freehold Lands and Tenements of the said *Clara Thornhill* in the said Township of *Fixby*; and the said Commissioners further certified, that in order to avoid the Alteration of Boundaries, which, by the Removal of existing Fences and the Disturbance of present Holdings, would have involved considerable Expense, Inconveniences, and Difficulties, and with the Consent of the Solicitors of both Parties, they had not set out the whole One hundred and seventeen Acres referred to in their aforesaid Certificate and in the Commission to them directed, but only the aforesaid One hundred and sixteen Acres Three Roods and Thirty-six Perches; and, at the special Instance and Request of the Solicitors of the said Plaintiff and Defendant in the said last-mentioned Cause, they further certified, that throughout the aforesaid Proceedings they had been attended by the Deputy Steward of the said Manor of *Wakefield*, from whose Evidence it appeared that the Lord of the said Manor would agree to accept the Lands so set out by them as aforesaid, and also the Lands set out in their said former Certificate dated the Eleventh Day of *February* One thousand eight hundred and fifty-four, as and for the Copyhold Lands to which the said *Mark Milbank* and *William Henry Meyrick* were admitted on the Fourth Day of *December* One thousand eight hundred and forty, and that on a special Presentment being made at a Court to be holden for the said Manor all Questions between the Lord of the Manor and the said *Mark Milbank* and *William Henry Meyrick*, as to the Lands held by them of the said Manor, would be finally concluded: And whereas by an Order of the said Court made in the said last-mentioned Cause, bearing Date the Sixth Day of *March* One thousand eight hundred and fifty-four, the said Certificate of the said *John Wilson* and *William Barker* dated the Fourth Day of *March* One thousand eight hundred and fifty-four was absolutely confirmed: And whereas by a Decree made in the said last-mentioned Cause, on further Consideration, bearing Date the Eighteenth Day of *March* One thousand

Order, dated 6th March 1854.

Decree, dated 18th March 1854.

thousand eight hundred and fifty-four, after stating that the Court was of opinion that it was fit and proper, and for the Benefit of the said *Clara Thornhill*, that the One hundred and sixteen Acres Three Roods and Thirty-six Perches distinguished and set out, under the Commission in the said Cause dated the Twenty-seventh Day of *February* One thousand eight hundred and fifty-four, by proper Metes and Bounds, from the rest of the Estates of the said *Clara Thornhill* situate in the Township of *Fixby*, as appeared by the Return to the said Commission dated the Fourth Day of *March* One thousand eight hundred and fifty-four, of *John Wilson* and *William Barker*, should be made over to and accepted by the said Defendants the said *Mark Milbank* and *William Henry Meyrick* as and for all Copyhold Lands held of the Manor of *Wakefield* in the said Township of *Fixby* which then paid the several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence to the Lord of the said Manor, and to which Copyhold Lands the said Defendants were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, the said Court did order that the said Defendants should accept the same accordingly; and it appearing to the Court that it would be fit and proper that Application should be made to Parliament, in and together with the Applications to Parliament which had been sanctioned by the Court in the Two several Causes of *Thornhill* versus *Thornhill* and *Honoria Thornhill* versus *Milbank*, being Suits for the Administration of the Estates of the Plaintiffs and Defendants respectively, for Powers to carry into effect the said Decree, it was ordered that the Parties who had then the Liberty to apply to Parliament in respect of such other Matters should be at liberty to apply accordingly, and it was declared that the Costs of executing the said Commissions, and all Proceedings connected therewith, (save and except the Costs of all Parties of the Presentment therein mentioned and connected therewith, which were to be borne by the said *Mark Milbank* and *William Henry Meyrick*,) ought to be borne equally by the said *Clara Thornhill* and the said *Mark Milbank* and *William Henry Meyrick*: And whereas at a Court Baron held for the said Manor of *Wakefield* at *Wakefield* on the Eighth Day of *March* One thousand eight hundred and fifty-four, before *Henry Lumb* Gentleman, Deputy Steward of the said Manor, the Jury then and there sworn for the Lord of the Manor aforesaid upon their Oaths did find and present that the Messuages, Cottages, Mills, Farms, Lands, Tenements, and Hereditaments to which the said *Mark Milbank* and *William Henry Meyrick* were admitted at the said Court Baron held for the said Manor on the Fourth Day of *December* One thousand eight hundred and forty, and which were therein described to be situate, standing, and being in *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, consisted of the several Particulars set forth in the First, Second,

and

and Third Schedules to the said Presentment, and that the Estates comprised in such Schedules were the same Copyhold Estates as those set forth and comprised in the said Two several Certificates of the said *John Wilson* and *William Barker* dated the Eleventh Day of *February* and the Fourth Day of *March* One thousand eight hundred and fifty-four, and so respectively absolutely confirmed by the said High Court of Chancery as aforesaid; and the said Jury further found and presented, that the total Amount of the Rents payable to the Lord of the said Manor for the said Copyhold Estates amounted to the Sum of Four Pounds Eighteen Shillings and Sixpence Farthing, and which said Sum of Four Pounds Eighteen Shillings and Sixpence Farthing was composed of the particular Items therein mentioned, inclusive of an Item for Lands in *Fixby* of One Pound Ten Shillings: And whereas the Lands comprised in the Second Schedule to the said Presentment are the said One hundred and Sixteen Acres Three Roods and Thirty-six Perches in the said Township of *Fixby* so set out as aforesaid, and the said Rent of One Pound Ten Shillings mentioned in the same Presentment is the aggregate Amount of the said Four several Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence, payable in respect of the Copyhold Tenements in *Fixby* to which the said *Mark Milbank* and *William Henry Meyrick* were admitted on the said Fourth Day of *December* One thousand eight hundred and forty, as aforesaid, and by such Presentment the Lord of the said Manor of *Wakefield* has accepted the Lands set out as aforesaid as and for all the Copyhold Lands in *Fixby* to which the said *Mark Milbank* and *William Henry Meyrick* were admitted on the said Fourth Day of *December* One thousand eight hundred and forty as aforesaid: And whereas the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill* are respectively Tenants in Tail General in remainder of the said Estates so devised as aforesaid, and it is just and expedient that the several Powers intended to be conferred by this Act upon the said *Clara Thornhill*, or her Guardian for her Benefit, should, so far as the same relate to the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, be conferred in manner and under the Restrictions in this Act contained upon the said *Honoria Louisa Thornhill* and *Eleanor Frances Thornhill*, or their Guardian, if and when they shall respectively become Tenants in Tail in possession of the said Estates, or for any other Persons who shall become Tenants in Tail in possession of the same Estates under the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or upon the Guardian of such infant Tenant in Tail during the Minority or Minorities of each such Person: And whereas the Most Noble *George William Frederick* late Duke of *Leeds* was, at the Time of his Decease, Lord of the Manor of *Wakefield*, and by his last Will and Testament in Writing, bearing Date the Thirtieth Day of *July* One thousand eight hundred and thirty-six, he thereby gave and devised all his Manors, Messuages, Lands,

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Thornhill's Estate Act, 1854.

Tenements, and Hereditaments, whether Freehold, Copyhold, or Customary, and other Real Estates, whatsoever and wheresover, unto the Right Honourable *William Pitt* Earl *Amherst*, the Right Honourable Lord *James Nugent Boyle Bernardo Townshend*, the Right Honourable *Henry Thomas* Earl of *Chichester*, *George Lane Fox*, and the Reverend *William Alderson*, their Heirs and Assigns, absolutely, upon the Trusts therein mentioned: And whereas the said Lord *James Nugent Boyle Bernardo Townshend*, *George Lane Fox*, and *William Alderson* died some Years since, and the said *William Pitt* Earl *Amherst* and *Henry Thomas* Earl of *Chichester* are now the sole Devisees living named in the Will of the said late Duke: And whereas a Suit was instituted in the High Court of Chancery to administer the Trusts of the Will of the said *George William Frederick* late Duke of *Leeds*, and in which Suit *Sackville George Lane Fox* and *Charles Pierrepont D'Arcy Lane Fox*, *Marcia Frederica Isabella Lane Fox* (since deceased), *Elizabeth Catherine Lane Fox*, and *Lora Mary Lane Fox*, Infants, by *George Leigh* Esquire, their next Friend, were Plaintiffs, and the said *William Pitt* Earl *Amherst*, *Henry Thomas* Earl of *Chichester*, and *Francis Godolphin D'Arcy* Duke of *Leeds*, and the said *William Alderson*, since deceased, and others, were Defendants: And whereas all the Parties beneficially interested in the Real Estates devised by the Will of the said *George William Frederick* late Duke of *Leeds* are Parties to the said Suit of *Fox* versus Earl *Amherst*: And whereas by an Order of his Honour Vice Chancellor *Stuart*, made in the said Cause of *Fox* versus Earl *Amherst*, bearing Date the Twenty-fifth Day of *April* One thousand eight hundred and fifty-four, it was ordered, that the said *William Pitt* Earl *Amherst* and *Henry Thomas* Earl of *Chichester* should be at liberty to consent to a Bill then pending in Parliament (referring to this present Act) for enlarging the Powers contained in "*Thornhill*'s Estate Act, 1852," and for granting further Powers in respect of the *Thornhill* Estate: And whereas the several Objects and Purposes aforesaid cannot be effected without the Authority of Parliament: And whereas the Right Honourable Sir *Richard Torin Kindersley*, the Judge to whose Court the said Cause of *Thornhill* versus *Thornhill* is attached, has approved of the Draft of a Bill marked (A.), for effecting the several Objects and Purposes aforesaid, and in testimony of such his Approval *Charles Pugh* Esquire, the Chief Clerk of the said Judge, has signed such Approval and Allowance in the Margin of such Draft, which includes all the several Facts and Circumstances aforesaid: Wherefore Your Majesty's most dutiful and loyal Subject the said *Honoria Hungerford*, as the Guardian and on behalf of the said *Clara Thornhill*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Order, dated 25th April 1854.

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Thornhill's Estate Act, 1854.

Power to Persons empowered to grant Leases under recited Act to insert certain Clauses in such Leases, if they think fit.

I. It shall be lawful for the Persons who for the Time being, under the Powers of "*Thornhill*'s Estate Act, 1852," are or shall be empowered to grant Leases of the Estates mentioned in the Schedules to the said Act, upon granting any Lease under the Powers of the said Act or of this Act, in all respects as they shall think fit, to insert in such Leases a Clause or Clauses providing that the Rent 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 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 such 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 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 Nonpayment 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 Leases 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 to be comprised in any such original Lease expectant on the Term thereby granted; and in any Leases granted by the Persons exercising the Powers of leasing under "*Thornhill*'s Estate Act, 1852," and 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, 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 aforesaid.

II. Contracts for Leases upon Terms similar to those specified in the preceding Clause may be entered into by the Person or Persons who for the Time being, under the Powers of "*Thornhill*'s Estate Act, 1852," and this Act, are or shall be empowered to grant Leases of the Estates mentioned in the Schedules to the said Act.

Covenant to insure may be dispensed with in certain Cases.

III. It shall be lawful for the Person granting any Lease or Leases, in pursuance of the Powers in the herein-before recited Act or in this Act contained, for Building Purposes, with the Consent of the "Building Lease Trustees," under which Expression, when it occurs in this Act, are 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 under "*Thornhill*'s Estate Act, 1852," to dispense with the Covenant to insure against Loss or Damage by Fire the Buildings to be erected and built on the Land to be comprised in any such Leases, in Cases where such Buildings are,

in

in the Opinion of the Person granting such Lease, of a Description not usually the Object of Insurance from Loss by Fire, and such Leases shall be good and valid notwithstanding they do not contain such a Covenant.

So much of recited Act as excepts Part of the Calverley Estate, now made subject to this and former Act, repealed.

IV. The whole of the Estate situate at *Calverley* aforesaid, devised as aforesaid by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, shall be and is hereby made subject to all the Powers conferred by "*Thornhill*'s Estate Act, 1852," with reference to the Estates devised as aforesaid by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and shall also be subject to all the Powers conferred by this Act with reference to the same Estates, and so much of "*Thornhill*'s Estate Act, 1852," as is repugnant to the Enactment contained in the present Clause, shall be and the same is hereby repealed; and the said Powers shall and may be exercised by the same Persons as are authorized to exercise the Powers conferred by the last-mentioned Act with reference to the Estates included in that Act; and in Cases where Assent or Consent is required to authorize the Exercise of any Powers conferred by the said Act with reference to the Estates originally subject to such Powers, the same Consent is hereby made necessary and sufficient to authorize the Exercise of such Powers with reference to that Part of the *Calverley* Estate now brought under the said Powers; provided that in all Cases where the Mode of obtaining Consent or Assent to the Exercise of any Power or the doing of any Act pointed out by "*Thornhill*'s Estate Act, 1852," is altered by this Act, the Authority required and the Modes of obtaining Consent or Assent shall be that or those required by this Act.

Extending Powers of Exchange.

V. The Person or Persons for the Time being authorized by "*Thornhill*'s Estate Act, 1852," to make Exchanges of the Estates subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety is and are also hereby authorized to enter into Contracts for the making of Exchanges of such Estates, and is also authorized to take and receive in Exchange for Freehold Lands and Hereditaments given by such Person or Persons Lands and Hereditaments of Copyhold or Customary Tenure, so that such Copyhold or Customary Lands shall, in the Opinion of the Person or Persons aforesaid, be convenient to be held with any Part of the Estates subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or of Property to be taken in Exchange, and such Person or Persons is or are also authorized to make Exchanges for the Purposes of straightening or better defining or simplifying the Boundaries of any Part of the Estates subject to the Uses and Trusts of the said Will, and of other adjoining Estates, and also to pay or receive Money for Equality of Exchange;

Exchange; and such of the Lands and Hereditaments taken in Exchange as shall be of Freehold Tenure shall be conveyed or otherwise assured to such Uses and upon such Trusts as immediately before such Exchange were subsisting of and concerning the Lands and Hereditaments given in Exchange, and such of the Lands taken in Exchange as shall be of Copyhold Tenure shall be surrendered or assured to such Uses or Trusts as shall best or most nearly correspond with the Uses and Trusts which immediately before such Exchange were subsisting of and concerning the Freehold Lands and Hereditaments given in Exchange for such Copyhold Lands.

Power of Exchange to extend to Fixby, except the Demesne.

VI. The Powers of Exchange and of entering into Contracts for Exchange conferred by this Act and "*Thornhill*'s Estate Act, 1852," shall extend to the Estates devised as aforesaid by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety situate in the Township of *Fixby*, other than the Demesne; and the Consent of the "Building Lease Trustees" shall be required to all Sales and Exchanges made under the Powers of the said Act and of this Act, in addition to the Consent of the said Court of Chancery, with the Exception that as to Exchanges made for the Purposes of straightening Boundaries the Consent of the said Court shall not be required.

Power to reserve Minerals, &c.

VII. In exercise of the Powers of Sale and Exchange conferred by the said recited Act or this Act, it shall be lawful to reserve any Mines, Minerals, Rights of Way or Watercourse, or other Rights, Easements, or Privileges out of or over any Hereditaments sold or exchanged, and to take any Hereditaments under any such Exchange subject to any Reservation of Mines, Minerals, Rights of Way or Watercourse, or other Rights, Easements, or Privileges.

Same Powers extended to Miss Thornhill's Fee Simple Estates.

VIII. The said *Matthew Ford*, his Heirs or Assigns, or other the Person or Persons in whom as Trustee or Trustees for the said *Clara Thornhill* the said Lands and Hereditaments comprised in the said Fifth Schedule to "*Thornhill*'s Estate Act, 1852," and any other Estates which have been or shall hereafter be purchased for the said *Clara Thornhill* as aforesaid, are or may be vested, may, with reference to such Estates, and with the Consent of the "Building Lease Trustees," exercise the Powers of Sale and Exchange conferred by the said Act, and also the enlarged Powers of Sale, Exchange, and Leasing, and other Powers conferred by this Act upon the Person authorized by the said Act and by this Act to grant Leases and make Sales and Exchanges of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and anything contained in "*Thornhill*'s Estate Act, 1852," contrary to this Enactment, shall be and the same is hereby repealed.

IX. It

Land to the extent of 100 Acres may be sold for certain Purposes, reserving a Ground Rent.

IX. It shall be lawful for the Person or Persons authorized by "*Thornhill*'s Estate Act, 1852," and by this Act, to make Sales or Exchanges of the Estates subject to the Powers of the said Acts, including the Lands and Hereditaments comprised in the Fifth Schedule to "*Thornhill*'s Estate Act, 1852," and of any other Estates which may hereafter be purchased as aforesaid for the said *Clara Thornhill*, to dispose of and convey, with the Consent of the "Building Lease Trustees," any Part of the said Estates respectively, not exceeding in the whole One hundred Acres, and the Inheritance thereof in Fee Simple, 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 may be conveyed subject to a perpetual Rent, to be reserved, granted, or limited, as to the Estates subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to the Person or Persons entitled to such Estates, and as to the said Estates comprised in the said Fifth Schedule, or other Estates to be purchased as last aforesaid, to the said *Matthew Ford*, his Heirs or Assigns, or other such Person or Persons, Trustees for the said *Clara Thornhill* as aforesaid, 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 that the same may be sold for a certain Rent, and also a certain Sum of Money to be paid as a Premium, if so thought fit, and under and subject to such Covenants, Conditions, and Agreements in all respects as the Person or Persons making such Grants 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 sold; and if, in 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 or the said recited 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 every such Grant.

All Instruments may be executed in Name of infant Tenant in Tail.

X. All Instruments necessary to carry into effect any Contract, Lease, Sale, Exchange, or other Disposition of or Charge upon the Estates from Time to Time subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or any Part thereof, under the Powers of "*Thornhill*'s Estate Act, 1852," or this Act, shall, during the Minority of any Person or

Persons being Tenants in Tail in possession of the same Estates, be made and executed by the Guardian or Guardians of such infant Tenant in Tail in the Name of such Infant, and such Deeds, when executed, shall be binding upon the said Infant, and all Persons claiming through or under such Infant, or under or by virtue of the Limitations of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety; and as to any Sale, Exchange, or other Disposition of or Charge upon such Estates which shall be made during the Life of the said *Honoria Hungerford*, it shall be lawful for the said *Honoria Hungerford*, and the Trustees or Trustee for the Time being in whom the said Jointure Rentcharge of Two thousand Pounds *per Annum* shall be vested, and the Trustees of the Term for securing the same, to release such Parts so sold, exchanged, or disposed of, or charged, from such Rentcharge, without Prejudice to the Remedies for recovering the same Rentcharge as regards the other Lands charged therewith; and every Deed executed by the said *Honoria Hungerford* for the Purposes of such Sale, Exchange, Disposition, or Charge shall operate as such Release, unless it shall be otherwise expressed in the said Deed.

And Jointure may be released.

XI. It shall be lawful for 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 said Trustees be thought advisable, in furtherance of any of the Objects authorized or contemplated by this or the said recited Act, or for the better Management and Enjoyment of the Estates subject to the Powers of the said Acts; 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 Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety declared of and concerning the Estates thereby devised as aforesaid, yet so that such Wayleaves, Rights of Watercourse or Waterleave, 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 Freehold of Inheritance of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and had been devised by his said recited Will in the same Manner as his said Freehold Estates aforesaid are thereby devised; 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

Trustees may accept Leases of Wayleaves, &c.

Covenants contained therein, out of the Rents and Profits of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, 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.

Power to Matthew Ford, &c. to accept Leases of Estates of Miss Thornhill.

XII. With reference to the Estates comprised in the Fifth Schedule to "*Thornhill*'s Estate Act, 1852," or other Estates which have been or may be purchased for the said *Clara Thornhill* as aforesaid, it shall be lawful for the said *Matthew Ford*, his Heirs or Assigns, and other the Person or Persons in whom as Trustees for the said *Clara Thornhill* such Lands or the other Lands to be so purchased as aforesaid shall be vested, to accept Leases of Wayleave, Rights of Watercourse, and other Easements, Rights, and Privileges similar to those mentioned in Section Eleven of this Act, and to pay the Rents and perform the Covenants in respect of such Leases out of the Rents and Profits of the Lands of which the said *Matthew Ford* or such other Person or Persons is or are Trustee or Trustees as aforesaid, and also the Costs attending the making and executing such Leases, if the Rents and Profits of such Estates shall be sufficient for those Purposes, but if they shall not be sufficient, it shall be lawful for the said Court of Chancery, during the Continuance of the Suit of *Thornhill* versus *Thornhill*, to direct that the Rents reserved in respect of such Leases and the Covenants therein contained shall be paid and performed, and the Person who may have entered into the Covenants in such Leases indemnified against all Loss incurred thereby, out of the Rents and Profits of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, which shall have accrued during the Life of the said *Clara Thornhill*.

Expenses of Surveys and Works to be paid by Receiver to Trustees, under Direction of Court of Chancery.

Limit as to Advances.

XIII. The Court of Chancery is hereby authorized and required from Time to Time to direct the Receiver in the said Suit of *Thornhill* versus *Thornhill*, out of any Monies arisen or which may arise from the Rents and Profits of the Estates subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to pay to "The Building Lease Trustees" such Sum or Sums of Money as shall from Time to Time be required for the Execution or carrying out of any of the Objects and Purposes of this Act or "*Thornhill*'s Estate Act, 1852;" provided, that no Sum of Money to be paid to the said Trustees in advance at any one Time shall exceed the Sum of One thousand Pounds.

Court of Chancery to settle and

XIV. The said Court of Chancery is hereby authorized and required, either during the Continuance of the Suit of *Thornhill* versus *Thornhill*,

or

allow Accounts of Trustees.

or after the Determination thereof, to make such Orders as the said Court shall from Time to Time think fit for allowing and settling the Accounts of the said 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 or the said recited 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 by Trustees for Works may be charged upon Estates.

XV. All Sums of Money which have been or shall be paid to the said *Honoria Hungerford*, *Alfred Brown*, *John Hodgson Ramsbotham*, and *Christopher White*, by any Order of the said Court of Chancery made under "*Thornhill*'s Estate Act, 1852," and this Act, and all Sums of Money which shall hereafter be paid by the Receiver, by the Direction of the said Court, in the said Cause of *Thornhill* versus *Thornhill*, to the "Building Lease Trustees," under the Powers of this or the said recited Act, shall be a Charge upon the Estates from Time to Time subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, for the Benefit of the Tenant in Tail of the said Estates out of whose Income the same shall have been paid, and the Persons becoming entitled to the Personal Estate of such Tenant in Tail, and such Charge shall be effected and the Money raised shall bear Interest in the Manner directed by the Thirty-eighth Section of "*Thornhill*'s Estate Act, 1852," with reference to Charges upon the said Estates authorized to be made by that Section; 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 such Proportion of the Capital as is mentioned in the Forty-first Section of "*Thornhill*'s Estate Act, 1852," shall be kept down and paid by the Tenant in Tail for the Time being in possession of the said Estates out of the yearly Rents and Profits thereof; and after the Determination of the said Suit of *Thornhill* versus *Thornhill* the said Court of Chancery is hereby authorized and required, upon an Application made under "*Thornhill*'s Estate Act, 1852," and this Act, to direct the Payment out of the Rents and Profits of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety 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, or "*Thornhill*'s Estate Act, 1852;" and the Monies paid to such Trustees under such Orders, except Monies paid in respect of Rents of Leases taken under the Powers herein-before contained, shall be charged in manner aforesaid upon the said Estates for the Benefit of the said *Clara Thornhill*, or other the Tenant in Tail of the said Estates out of whose Income such Payments shall have been actually made, and the Persons becoming entitled to the Personal Estate of such Tenant in Tail.

XVI. Pro-

Limit as to Amount to be charged.

XVI. Provided nevertheless, That the whole Amount of Monies to be charged upon the said Estates for any Purpose whatsoever, under all or any of the Powers of this Act, or "*Thornhill's* Estate Act, 1852," shall not, with the Sum of Fifteen thousand Pounds mentioned in the said Act, exceed the Sum of Fifty thousand Pounds.

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

XVII. The Tenant in Tail for the Time being in possession of the said Estates shall, out of the yearly Rents and Profits, pay all Interest which from Time to Time shall become due and payable in respect of the said Sum of Fifty thousand Pounds or any Part thereof which shall or may be charged upon the said Estates under this Act, or "*Thornhill's* Estate Act, 1852," and shall also every Year pay off One Twenty-fifth Part of the Capital of the said Sum of Fifty thousand Pounds, or such Part thereof as shall be so raised, until the whole thereof shall be discharged.

Receipts of Trustees good Discharges.

XVIII. The Receipt or Receipts in Writing of the "Building Lease Trustees," as regards the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and of the said *Matthew Ford*, or other the Person or Persons, Trustees as aforesaid for the said *Clara Thornhill*, as regards the Lands of which they are such Trustees, for any Monies to be received by them respectively under or by virtue of the Powers of this or the said recited 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 Nonapplication of the same Monies.

Reference to Arbitration, with Consent of Court of Chancery.

XIX. If any Disputes or Differences shall arise in the Execution or carrying out of any of the Objects and Purposes of this Act, or "*Thornhill's* Estate Act, 1852," between 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 Building Lease Trustees may carry into effect the Award or Awards made upon any such Reference, and Payment of such Sums as shall be awarded against them shall be made out of the Rents and Profits which shall have arisen or may arise from the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and the Sum or Sums so paid shall, if the said Court of Chancery shall so direct, be a Charge upon the said Estates for the Benefit of the said *Clara Thornhill*, or other the Tenant in Tail of the said Estates entitled to the Rents and Profits out of which such Payment shall have been actually made, or the Person becoming entitled to the Personal Estate of the said *Clara Thornhill*, as

such Tenant in Tail, and shall be secured and reducible in like Manner as Sums paid to the Building Lease Trustees, by Order of the said Court, for the Execution or carrying out the Objects and Purposes of this Act, and "*Thornhill*'s Estate Act, 1852."

How Expenses of Act, &c. are to be paid.

XX. It shall be lawful for the said Court of Chancery, and the same Court is hereby 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 *Clara Thornhill*, *Honoria Hungerford*, *Honoria Louisa Thornhill*, and *Eleanor Frances Thornhill*, and the said "Building Lease Trustees," in the Negotiations connected with the Contracts for the Villa Sites in the *West Wood* at *Calverley* aforesaid, and incident thereto, and in applying for and obtaining and passing this Act, and of all Proceedings, whether in the Court of Chancery or otherwise, for the Purposes of this Act, including all Costs, Charges, and Expenses incurred by or on behalf of the said *Clara Thornhill* in the said Suit of *Clara Thornhill* versus *Milbank*, and preliminary thereto; and such Costs, Charges, and Expenses, when so taxed, shall be paid by the Receiver in the Cause of "*Thornhill* versus *Thornhill*," in the first instance out of any Monies in his Hands which have arisen from the Rents and Profits of the Estates subject to the Uses and Trusts of the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or otherwise out of the Monies in Court which shall arise or have arisen from such Rents and Profits, and the Amount so paid by the Receiver shall be allowed him in passing his Accounts; but the said Receiver shall, out of the Monies which he shall receive in respect of Fines upon Leases granted of any of the Hereditaments specified or comprised in the Fourth Schedule to "*Thornhill*'s Estate Act, 1852," recoup the Account of Rents and Profits to the Amount of the Costs, Charges, and Expenses so to be paid by him as aforesaid; and the Amount of such Costs, Charges, and Expenses actually paid out of such Rents and Profits shall be charged in manner aforesaid upon the Estates subject to the Uses and Trusts of the said last-mentioned Will for the Benefit of the said *Clara Thornhill*, or other the Tenant in Tail of the said Estates out of whose Income such Costs shall actually be paid, and the Persons becoming entitled to the Personal Estate of such infant Tenant in Tail.

How Trustees Expenses to be paid.

XXI. 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 Trustees of the Building Lease Powers appointed under "*Thornhill*'s Estate Act, 1852," incurred in or about the Execution of the Trusts and Purposes of this Act, or in relation thereto, shall be taxed and allowed, and the Amount thereof charged upon the said Estates, in the same or a similar Manner in all respects as provided by Section Twenty-one of "*Thornhill*'s Estate Act, 1852," with

with reference to the Costs, Charges, and Expenses incurred by the said Trustees in and about the Execution of the Trusts of the said Act.

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

XXII. In all Cases in which, for the Purposes of "*Thornhill*'s Estate Act, 1852," or 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 *Thornhill*, 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 *Clara Thornhill* under the Age of Twenty-one Years, if there shall be any other Suit for the Administration of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, then such 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 "*Thornhill's* Estate Act, 1852," and of this Act, before the Master of the Rolls or any of the Vice Chancellors, by the Person who under the Limitations of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety shall be Tenant in Tail in possession of the Estates thereby devised; and it shall not be necessary on such Application to the Court of Chancery that any Party interested in Remainder expectant on such Estate Tail should be served.

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

XXIII. Where any Act, Matter, or Thing is directed by this or the said recited Act to be done by the said Court of Chancery in the said Suit of *Thornhill* versus *Thornhill*, such Act, Matter, or Thing may, if the said Suit shall determine by the Death of the said *Clara Thornhill* 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 and the said recited Act; and the said Court of Chancery, in case the said Suit of *Thornhill* versus *Thornhill* 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 shall seem fit.

Proceedings in Clara Thornhill v. Milbank made binding.

XXIV. The Decree of the High Court of Chancery made in the said Cause of *Clara Thornhill* versus *Milbank*, dated the Twenty-second Day of *February* One thousand eight hundred and fifty-four, the Commission issued in pursuance thereof, the Certificate of the Fourth Day of *March* One thousand eight hundred and fifty-four, the Order of the said

said Court in the said Cause dated the Sixth Day of *March* One thousand eight hundred and fifty-four, and the Decree in the same Cause dated the Eighteenth Day of *March* One thousand eight hundred and fifty-four, and the Presentment made at the Court Baron held for the Manor of *Wakefield* on the Eighth Day of *March* One thousand eight hundred and fifty-four, are hereby confirmed, and made binding and conclusive, not only upon all Persons Parties to the said Cause of *Clara Thornhill* versus *Milbank*, but also upon all Persons claiming, on the one hand, Freehold Estates in the said Township of *Fixby* under the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and upon all Persons claiming, on the other hand, Copyhold Lands in the said Township through or under the Heir-at-Law of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and the said One hundred and sixteen Acres Three Roods and Thirty-six Perches of Land so set out by the said Certificate of the Fourth Day of *March* One thousand eight hundred and fifty-four, and to which the said *Mark Milbank* and *William Henry Meyrick* were so admitted as aforesaid, shall be all the Copyhold Lands which the said *Mark Milbank* and *William Henry Meyrick*, or any other Person or Persons claiming by, through, or under the Heir-at-Law of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety could claim as Copyhold Lands in the said Township of *Fixby*, and the same One hundred and sixteen Acres Three Roods and Thirty-six Perches shall be taken and held by the said *Mark Milbank* and *William Henry Meyrick*, their Heirs and Assigns, as Copyhold of the said Manor of *Wakefield*, according to the Custom thereof, at the yearly Rents of One Pound Eight Shillings and Fourpence, One Shilling and One Penny, Fourpence, and Threepence, and by the Customary Services due and performed in respect of the Copyhold Lands in the said Township of *Fixby*, formerly belonging to the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in respect of which the said several Rents were payable, and to which the said *Mark Milbank* and *William Henry Meyrick* were admitted Tenants on the Fourth Day of *December* One thousand eight hundred and forty as aforesaid, and the said One hundred and sixteen Acres Three Roods and Thirty-six Perches shall be held by the said *Mark Milbank* and *William Henry Meyrick*, their Heirs and Assigns, Trustees for the Time being of the said Indenture of Settlement of the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, freed and discharged from all the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements in the same Indenture expressed and declared of and concerning the Copyhold Lands in the Township of *Fixby* by the same Indenture covenanted to be surrendered and settled as therein mentioned, or upon such of the same Trusts, Intents, and Purposes, Powers, Provisoes,

visoes, Declarations, and Agreements, as are now subsisting and capable of taking effect; and to give Effect to the aforesaid Orders and Decrees in the Premises all the Lands and Hereditaments in the said Township of *Fixby* devised by the Will of *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, other than the said One hundred and sixteen Acres Three Roods and Thirty-six Perches, are hereby released and discharged from all Claims and Demands whatsoever on the Ground that the same or any Part thereof are or may be considered to be of Copyhold or Customary Tenure, and shall be deemed to all Intents and Purposes to be of Freehold Tenure.

Short Title of Act.

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

General Saving.

XXVI. 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 *Clara Thornhill* and the Heirs of her Body, *Honoria Louisa Thornhill* and the Heirs of her Body, and *Eleanor Frances Thornhill* and the Heirs of her Body, and the said *George Thornhill* the Son and the Heirs of his Body, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, subsequent to the Estate Tail vested in the said *George Thornhill* the Son, of, in, to, or out of the Hereditaments comprised in the said First, Second, Third, and Fourth Schedules to "*Thornhill*'s Estate Act, 1852," or any of them, under or by virtue of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and also other than the said *Honoria Hungerford*, and the said *Henry Hungerford Holdich Hungerford*, and also the said *Mark Milbank* and *William Henry Meyrick*, claiming under the said *Thomas Thornhill* the Son, as Heir-at-Law of the said Testator of One thousand seven hundred and ninety, and the said *Mark Milbank* and *William Henry Meyrick*, Sir *Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman*, and all other Persons claiming or to claim by, from, through, under, or in trust for her the said *Honoria Hungerford;* and other than the said *Matthew Ford*, his Heirs and Assigns, Trustees for the said *Clara Thornhill*, and the said *Clara Thornhill*, her Heirs and Assigns, in respect of Lands to which she is or may be entitled in Fee, and also other than the Right Honourable *William Pitt* Earl *Amherst* and *Henry Thomas* Earl of *Chichester*, Lords of the Manor of *Wakefield*, the present Trustees of the Will of *George William Frederick* late Duke of *Leeds*, Lord of the said Manor of *Wakefield*, and all others claiming under the said Duke,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments or any Part thereof, as they or any of them had before the passing of this Act, or would, could,

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.

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

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