ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xxvii.

An Act for discharging the Inhabitants of the Townships of *Wakefield*, *Alverthorpe-with-Thornes*, *Horbury*, *Stanley-with-Wrenthorpe*, *Sandal Magna*, and *Crigglestone*, in the Parishes of *Wakefield* and *Sandal Magna* in the West Riding of the County of *York*, from the Custom of grinding Corn, Grain, and Malt at certain Corn Mills in the said Townships of *Wakefield* and *Horbury* and Parish of *Sandal Magna*, and for making Compensation to the Proprietors of the said Mills. [14th *June* 1853.]

WHEREAS His Majesty King *James* the First did, by His Letters Patent bearing Date the Sixteenth Day of *March* in the Eighth Year of His Reign, give and grant unto *Robert Hungate* and *Henry Foxcroft*, their Heirs and Assigns, for ever, all those Two Grain Mills within the Town of *Wakefield* in the County of *York*, and One Fulling Mill, with Two Stocks, within the said Town of *Wakefield*, and also a Grain Mill and a Fulling Mill at

Letters Patent, dated 16th March, 8 James 1.

Horbury in the said County, and also a Grain Mill in the Parish of *Sandal* in the said County, called *New Mill upon the Dam*, and the Fishery of all and singular the Waters of the same Mills, together with all and all manner of Socs and Mulctures of the Tenants and others, and all other the Profits and Commodities to the same Mills, Fisheries, and other the Premises appertaining or belonging, and all manner of Fines, Issues, Amerciaments, and Forfeitures in the Court of the Lordship of *Wakefield* and other the Courts whatsoever of His said Majesty, His Heirs and Successors, for Default or Subtraction of Suit or Mulctures to the Mills aforesaid, or any or either of them, due, accustomed, or to be done, assessed, taxed, or affeered, and also all and singular Messuages, Mills, Mansion Houses, Edifices, Buildings, Barns, Stables, Dove Houses, Yards, Orchards, Gardens, Commons, Waste Ground, Ways and Paths, together with the Wears, Milldams, and Floodgates, Waters, Watercourses, Rivers, Rivulets, Pools, Banks, Ponds, Suit to Mills, Socs, Tolls, Mulctures, Tributes, Customs, Rents, Revenues, Works of Tenants to and towards the Repairs of the Premises, together with the Rights, Jurisdictions, Franchises, Liberties, Privileges, Profits, Commodities, and Emoluments whatsoever, with all and singular their Rights, Members, and Appurtenances, of what Kind, Nature, or Sort soever they be, or by what Names or Additions of Names soever they are known, called, named, deemed, reputed, or acknowledged, situate, lying, and being, issuing, growing, renewing, happening, or arising, rightfully and lawfully to be enjoyed or used within the County, Towns, Fields, Parishes, Places, or Hamlets aforesaid, or in or within either or any of them, or elsewhere wheresoever, to the aforesaid Mills, Messuages, Lands, Tenements, and other the Premises thereby granted, or to either or any of them, or to any Part thereof, rightfully and lawfully belonging, appertaining, incident, or appendant, or as being Part or Parcel of the said Mills, Messuages, Lands, Tenements, and other the Premises thereby granted, or with any or either of them at any Time theretofore rightfully and lawfully had, known, accepted, occupied, used, demised, leased, enjoyed, or reputed, to have, hold, and enjoy the aforesaid Mills, Messuages, Houses, Edifices, Lands, Tenements, Meadows, Cottages, Closes, Waters, Watercourses, Wears, Banks, Pools, Works of Tenants, Profits, Commodities, Advantages, Privileges, and Emoluments whatsoever, and all and singular other the Premises thereby given and granted, with all Socs, Suits, Mulctures, Profits, and with all other their Rights, Members, and Appurtenances, unto the aforesaid *Robert Hungate* and *Henry Foxcroft*, their Heirs and Assigns, to the only proper Use and Behoof of the same *Robert Hungate* and *Henry Foxcroft*, their Heirs and Assigns, in Fee-farm for ever, of His said Majesty, His Heirs and Successors, as of His Manor of *Wakefield* in the County of *York*, by Fealty only, in Free and Common Socage, and not in Chief nor by Knight's Service, yielding and paying to His said Majesty, His

Heirs

Heirs and Successors, Fifty Pounds of lawful Money of *England* into the Hands of the Receiver General of the Duchy of *Lancaster*, or his Deputy for the Time being, at the Feast of the *Annunciation of the Virgin Mary* and *Saint Michael*, by equal Proportions: And whereas by virtue of divers mesne Conveyances and Assurances, and other Acts in the Law, Sir *Thomas Pilkington*, late of *Chevet* in the County of *York*, Baronet, deceased, was at the Date of his Will and of his Decease seised of or otherwise well entitled in Fee Simple to the said Mills, Hereditaments, and Premises (subject as aforesaid), and by his Will, dated the Ninth Day of *July* One thousand eight hundred and eleven, gave and devised all his Manors, Messuages, Lands, Tenements, and Hereditaments unto Sir *Edward Smith*, who afterwards took the Name of Sir *Edward Dodsworth Godfrey Wentworth Wentworth*, and Sir *William Pilkington*, and their Heirs, in trust to sell and dispose of the same, and to divide the Money to arise and be produced by the Sale thereof equally among his the said Testator's Children as they came of Age: And whereas the said Sir *Thomas Pilkington* departed this Life without having revoked or altered his said Will: And whereas the said Sir *Thomas Pilkington* left Four Children only, *vizt*, *Elizabeth Ann* (now the Wife of *John Humphrey St. Aubin*), *Ann* (now the Wife of *Philip Bennet* the younger), *Catherine* (now the Wife of *James Bunbury Blake*), and *Louisa* (now the Wife of the Reverend *George Augustus Dawson*): And whereas by Indentures of Lease and Release bearing Date respectively the Fourth and Fifth Days of *August* One thousand eight hundred and twenty-five, the Release being made or expressed to be made between the said *Philip Bennet* the younger of the First Part, and *Ann* his Wife of the Second Part, and *John Tyssen Tyrrell* Esquire, *James Ord* Esquire, *Edward Hall Alderson* Esquire, and *Orbell Ray Oakes* Esquire, of the Third Part, being a Settlement executed by Direction of the High Court of Chancery, pursuant to Articles made previous to the Marriage of the said *Philip Bennet* the younger and *Ann* his Wife, all the Share and Interest of the said *Philip Bennet* the younger and *Ann* his Wife, or either of them, in the Monies to arise by the Sale of the Real and Personal Estate and Effects of the said Sir *Thomas Pilkington* then remaining unsold, and also in certain Monies then already produced thereby, and also of and in all the Rents, Issues, and Profits, Interest and Dividends, and annual Proceeds, to arise from or be produced by the Real and Personal Estate and Effects of the said Sir *Thomas Pilkington*, was assigned by the said *Philip Bennet* the younger and *Ann* his Wife unto the said *John Tyssen Tyrrell*, *James Ord*, *Edward Hall Alderson*, and *Orbell Ray Oakes*, their Executors, Administrators, and Assigns, upon trust forthwith, out of the Monies which should first come into their Hands, to pay the Sum of Five thousand Pounds unto the said *Philip Bennet* the younger, for his own Use and Benefit, and also

Will of Sir Thomas Pilkington, dated 9th July 1811.

also out of the said Monies, when the said *Ann Bennet* should attain the Age of Twenty-one Years, to pay the Sum of Ten thousand Pounds, with Interest at Four Pounds *per Centum per Annum*, to be computed from the Date of the said Indenture of Settlement, unto the said *Philip Bennet* the younger, and out of the said Monies, when the said *Ann Bennet* should attain the Age of Twenty-one Years, to receive and retain the Sum of Thirty thousand Pounds, and stand possessed thereof, and of the Interest thereof after the Rate of Four Pounds *per Centum per Annum*, to be computed from the Date of the said Indenture until the said Sum of Thirty thousand Pounds should be so received, upon the Trusts therein-after mentioned concerning the same; and upon further trust, that the said Trustees should during the joint Lives of the said *Philip Bennet* the younger and *Ann* his Wife, by and out of the Rents, Issues, Profits, Interest, Dividends, and annual Proceeds of the said Trust Estates, Monies, and Premises, pay the annual Sum of One hundred Pounds to the separate Use of the said *Ann Bennet*, without Power of Anticipation, and should during the joint Lives of the said *Philip Bennet* the younger and *Ann* his Wife pay the Surplus of the said Rents, Issues, Profits, Interest, Dividends, and annual Proceeds to the said *Philip Bennet* the younger, or his Assigns, for his or their own Use and Benefit; and upon further trust, that if the said *Ann Bennet* should survive the said *Philip Bennet* the younger, the said Trustees should, immediately after the Decease of the said *Philip Bennet* the younger, pay, transfer, and assign the said Trust Estates, Monies, and Premises, and the Rents, Issues, and annual Produce thereof, or such Part or Parts thereof as should be then unappointed or undisposed of, after answering the Trusts and Purposes as aforesaid, unto the said *Ann Bennet*, her Executors, Administrators, or Assigns, for her and their own Use and Benefit, but if the said *Ann Bennet* should die in the Lifetime of the said *Philip Bennet*, then immediately after the Decease of the said *Ann Bennet* to pay and assign the same as the said *Ann Bennet* should by Will appoint, and in default thereof for her next of Kin, as therein mentioned; and as to the said Sum of Thirty thousand Pounds so directed to be set apart, upon trust to invest the same upon Government or Real Securities, with the Consent of the said *Philip Bennet* the younger and *Ann* his Wife, during their joint Lives, or of the Survivor of them after the Death of either of them, and hold the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof respectively, and also the Interest of the said Sum of Thirty thousand Pounds until the same should be so invested as aforesaid, upon trust to pay the same Interest, Dividends, and annual Income to the said *Philip Bennet* the younger and his Assigns during his Life, and after the Decease of the said *Philip Bennet*, in case the said *Ann Bennet* should survive him, by and out of the Interest, Dividends, and annual Proceeds of

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the said Trust Monies, Stocks, Funds, and Securities, to pay the annual Sum of Eight hundred Pounds unto the said *Ann Bennet* and her Assigns for her Life; and after the Decease of the Survivor of them the said *Philip Bennet* the younger and *Ann* his Wife, upon trust, if there should be One Child of the said *Philip Bennet* the younger by the said *Ann* his Wife, other than an eldest or only Son, and no more, who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain the Age of Twenty-one Years, or should marry under that Age with the Consent therein mentioned, then as to the Sum of Twenty thousand Pounds, Part of the said Trust Monies, Stocks, Funds, and Securities, in trust for that One Child; and as to the Remainder of the said Trust Monies, Stocks, Funds, and Securities, in trust for the Children or Child of the said *Ann Bennet* by the said *Philip Bennet* the younger or any future Husband or Husbands, other than an eldest or only Son by the said *Philip Bennet* the younger, as the said *Ann Bennet* should in manner therein mentioned appoint; and in default of Appointment, and subject thereto, in trust for an only Child of the said *Ann Bennet* by the said *Philip Bennet* the younger, other than an eldest or only Son; and in case there should be Two or more such Children, then the whole of the said Trust Monies, Stocks, Funds, and Securities should remain and be in trust for the Children or Child of the said *Philip Bennet* the younger by the said *Ann* his Wife, other than an eldest or only Son, subject to the Powers of Appointment, and in default of Appointment in the Shares and in manner therein mentioned; and the said Indenture of Settlement also contained a Proviso authorizing the said *John Tyssen Tyrrell*, *James Ord*, *Edward Hall Alderson*, and *Orbell Ray Oakes*, or the Survivor of them, his Executors or Administrators, or the Trustees or Trustee for the Time being of the said Settlement, with the Consent and Approbation of the said *Philip Bennet* the younger and *Ann* his Wife, or the Survivor of them, to be testified by some Writing under their, his, or her Hands, to agree to a Partition of the Manors and Hereditaments of the said Sir *Thomas Pilkington* remaining unsold, and to join and concur in all Acts, Deeds, Conveyances, and Assurances in the Law necessary for carrying the said Partition into effect, and also a Declaration that in that Case the Messuages, Farms, Lands, and Hereditaments which should be allotted as and for the Part or Share of the said *Ann Bennet* should be conveyed to and vested in the said Trustees, their Heirs and Assigns, and should be liable to be converted into Money by a Sale thereof, and such Money should be subject to the same and the like Trusts as were declared of the Money thereby assigned, or intended so to be, and in the meantime should be considered as and in the Nature of Personal Estate; and the Rents and Profits of the Lands and Hereditaments to be allotted as and for the Share of the said *Ann Bennet* should be paid and applied in like Manner as the

Dividends, Interest, and annual Proceeds of the Shares of the said *Ann Bennet* of and in the Money arising from the Sale of the Real Estate of the said Sir *Thomas Pilkington* would, under the Trust aforesaid, be applicable, if invested pursuant to the Directions therein contained; and in the meantime and until a Sale should be made of the Lands and Hereditaments to be so allotted as aforesaid it should be lawful for the said Trustees or Trustee for the Time being, with the Consent and Approbation of the said *Philip Bennet* the younger and *Ann* his Wife, or the Survivor, and after their Decease at the Discretion and of the proper Authority of the said Trustees or Trustee for the Time being, to demise or lease all or any Part of the said Lands and Hereditaments to any Persons or Person whomsoever, for any Term or Terms of Years not exceeding Twenty-one Years, in possession, at the best Rent that could be got for the same; and the said Indenture of Settlement also contained a Power for the Appointment of new Trustees: And whereas there is Issue of the said Marriage now living One Child only, namely, *Philip Bennet*, an Infant of the Age of Fifteen Years or thereabouts: And whereas shortly after the Decease of the said Testator Sir *Thomas Pilkington* a Suit, entitled "*Pilkington* against *Smith*," was instituted in the High Court of Chancery, for the Purpose of carrying out the Trusts of the said Testator's said Will: And whereas by an Order of the said Court of Chancery made in the said Suit, and bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and thirty-three, the said *James Ord*, *Edward Hall Alderson*, and *Orbell Ray Oakes*, the then acting Trustees of the said Settlement, or other the Trustees or Trustee for the Time being of the said Settlement, were directed to take, by way of Partition, (*inter alia*,) the said Mills, Messuages, Hereditaments, and Premises comprised in the said Letters Patent, and, subject as therein mentioned, in lieu and satisfaction of so much of the Share of the said *Philip Bennet* the younger and *Ann* his Wife of the said residuary Estate of the said Sir *Thomas Pilkington* as should amount to the Sum of Fifty thousand Pounds: And whereas, pursuant to a Power in that Behalf contained in the said Settlement, *James Bunbury Blake* of *Thurstone* in the said County of *Suffolk*, Esquire, and *Thomas Gage Blake* of *Bury Saint Edmunds* in the same County, Esquire, were, shortly after the Date of the said Order, duly appointed Trustees of the said Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, in conjunction with the said *James Ord*, in the Room of the said *Edward Hall Alderson* and *Orbell Ray Oakes*, and by Indentures dated respectively the Sixth and Seventh Days of *August* One thousand eight hundred and thirty-three the said Trust Estate and Property so as aforesaid originally vested in the said *James Ord*, *Edward Hall Alderson*, and *Orbell Ray Oakes*, as the original Trustees

Order of Court of Chancery, dated 29th March 1833.

Appointment of J. B. Blake, T. G. Blake, and J. Ord to be Trustees.

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of the said Settlement, was duly assured and transferred to or vested in the said *James Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, accordingly: And whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *September* One thousand eight hundred and thirty-three, the Release being made between Sir *Edward Dodsworth* Baronet, *Godfrey Wentworth Wentworth*, and Sir *William Pilkington* Baronet, of the First Part, Sir *John Tyssen Tyrrell* Baronet of the Second Part, *John Roberts Spencer Philips* and the said *Philip Bennet* the younger of the Third Part, the said *John Humphrey Saint Aubin* and *Elizabeth Ann* his Wife of the Fourth Part, the said *Philip Bennet* the younger and *Ann* his Wife of the Fifth Part, the said *James Ord*, *James Bunbury Blake*, and *Thomas Gage Blake* of the Sixth Part, the said *James Bunbury Blake* and *Catherine* his Wife of the Seventh Part, the said *Philip Bennet* the younger and the Reverend *William Blake* Clerk of the Eighth Part, the said Reverend *George Augustus Dawson* and *Louisa* his Wife of the Ninth Part, the said Sir *William Pilkington* and *Charles Dawson* of the Tenth Part, *William Bennet* of the Eleventh Part, and the said *James Ord*, *James Bunbury Blake*, and *Thomas Gage Blake* of the Twelfth Part, in pursuance of the said Order of the said Court of Chancery, and in exercise of the said Power of Partition in the said Settlement contained, and for the Considerations in the said Indenture of Release in recital expressed, the said Soke Mills, Messuages, Hereditaments, and Premises described or mentioned and comprised in the said Letters Patent, with all and every the Soke Suits, Mulctures, Profits, Rights, Members, and Appurtenances thereto belonging, (subject, as to the said Mills and the Appurtenances, to the said Fee-farm Rentcharge of Fifty Pounds, and subject also, as to all the Premises charged therewith, to a certain annual Rentcharge of Five hundred Pounds, limited to *Elizabeth Ann Mules* during her Life, which hath since determined by her Decease,) were conveyed and assured to the Use of the said *James Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, their Heirs and Assigns, upon trust for Sale, and in the meantime subject to and with the Power of leasing upon, subject to, and with which it was by the said Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five declared that the Estates required on any Partition to be made in pursuance of the Provision for that Purpose therein contained should be sold, and with a Proviso that in the meantime and until the Sale of the said Soke Mills, Messuages, Hereditaments, and Premises, the Rents, Issues, and Profits thereof should be paid to the Persons and applied in the Manner to whom and in which the Interest, Dividends, and Produce of the Monies to arise from such Sale, and of the Stocks, Funds, and Securities in or upon which such Monies should be invested, would, under and by virtue of the said

Indentures of Lease and Release of the Mills, &c., dated 18th and 19th September 1833.

Indenture

The Wakefield Soke Purchase Act, 1853.

Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, be payable and applicable in case the said Premises were sold, and the Monies arising from the Sale thereof invested in the Manner in which the same ought in pursuance of the same Indenture of Settlement to be invested: And whereas the said Sum of Five thousand Pounds by the same Indenture of Settlement so directed to be paid as aforesaid to the said *Philip Bennet* the younger was duly paid; and by an Order of the said Court of Chancery, made in the said Suit of "*Pilkington* against *Smith*," and bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and thirty-three, it was ordered, that the said Principal Sum of Ten thousand Pounds, which by the said Indenture of Settlement was directed to be paid to the said *Philip Bennet* the younger on the said *Ann Bennet* the younger attaining her Age of Twenty-one Years, and which was then due, should be raised by a Mortgage of the said Soke Mills, Hereditaments, and Premises, to the Persons and in manner herein-after mentioned, and that all proper Parties should join in and execute such Mortgage: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirtieth and Thirty-first Days of *January* One thousand eight hundred and thirty-four, the Release being made or expressed to be made between the said *James Ord*, by the Name of *James Pickering Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, of the First Part, the said *Philip Bennet* the younger and *Ann* his Wife of the Second Part, *Francis Thornhill Baring* of *New Street*, *Spring Gardens*, in the County of *Middlesex*, Esquire, and *Charles Brodrick* of *Lincoln's Inn* in the same County, Esquire, of the Third Part, and *Nathaniel Mason* of *Red Lion Square* in the said County of *Middlesex*, Gentleman, of the Fourth Part, in pursuance of the said last-mentioned Order of the said Court of Chancery, and in consideration of the Sum of Ten thousand Pounds therein expressed to be paid by the said *Francis Thornhill Baring* and *Charles Brodrick*, as by the said Order directed, the said Soke Mills, Messuages, Hereditaments, and Premises, with their Rights, Members, and Appurtenances, (subject nevertheless to the said Fee-farm Rentcharge of Fifty Pounds, and also to the said annual Rentcharge of Five hundred Pounds,) were duly conveyed and assured unto and to the Use of the said *Francis Thornhill Baring* and *Charles Brodrick*, their Heirs and Assigns, for ever, subject nevertheless to a Proviso for Redemption of the said Premises on Payment by the said *James Pickering Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, their Heirs, Executors, Administrators, or Assigns, or the Person or Persons entitled under the said Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, to the said *Francis Thornhill Baring* and *Charles Brodrick*, their Executors, Administrators, or Assigns, of the said

Order of Court of Chancery, dated 24th Dec. 1833.

Indentures of Lease and Release, dated 30th and 31st Jan. 1834.

said Sum of Ten thousand Pounds, and Interest thereon at the Rate of Five Pounds *per Centum per Annum*, on or at a Day or Time and in manner therein mentioned: And whereas *Nowell Luis Fernandes* and *Jose Luis Fernandes* the younger, both of *Wakefield* in the County of *York*, Millers, are in the Occupation of the said Mills, Hereditaments, and Premises, by virtue of a Lease or Agreement for Lease thereof dated the Sixteenth Day of *June* One thousand eight hundred and forty-eight, and their said Tenancy or Occupation will determine on the Thirty-first Day of *December* One thousand eight hundred and fifty-three: And whereas it hath been and is alleged by the Owners and Proprietors of the said Mills, and the Tenants or Lessees thereof, that all the Freehold and Copyhold Tenants, Resiants and Inhabitants of and within the several Parishes, Villages, Towns, Townships, and Places of *Wakefield*, *Horbury*, *Sandal*, *Crigglestone*, *Alverthorpe* otherwise *Alverthorpe-cum-Thornes*, *Ossett-cum-Gawthorpe*, and *Stanley*, and the Liberties, Precincts, and Territories thereof, by Tenure, or by Custom and Usage, Time out of Mind have been and (except as to *Ossett-cum-Gawthorpe* as herein-after mentioned) are still bound and obliged to grind and crush at the said several Corn Mills, or some or One of them, all the Corn, Grain, and Malt sold ready ground or crushed, or otherwise used, consumed, or spent, ground or crushed, by them, within the several Parishes, Villages, Towns, Townships, and Places aforesaid, and the Liberties, Precincts, and Territories thereof, or of any or One of them, and to pay a reasonable Toll or Mulcture for grinding or crushing the same, that is to say, for grinding of such Corn and Grain One Sixteenth Part thereof, and for grinding or crushing Malt and shelling from Oats One Thirty-second Part thereof; and in consideration thereof the Owners or Farmers of the said Mills, or their Lessees or Tenants, immemorially have been and now are bound to keep the said Mills in good Repair and proper Plight and Condition for the Service of the Suitors thereto, and so that the same or some of them may be sufficient for grinding within Twenty-four Hours after the Delivery thereof all the Corn, Grain, and Malt of all such Suitors which ought to be ground there, and that no Tenant, either Freeholder or Copyholder, or any Resiant or Inhabitant of or within the said several Parishes, Villages, Towns, Townships, and Places, or the Liberties, Precincts, or Territories thereof or of any or One of them, ought to grind or crush, or send or deliver to be ground or crushed, at any Mills or Mill, other than the said Mills or some or One of them, any Corn, Grain, or Malt, to be sold ready ground or crushed to others of the Tenants, Resiants, or Inhabitants aforesaid, or otherwise to be used, spent, or consumed by such Tenants, Resiants, or Inhabitants, or made, baked, or brewed into Bread, Beer, or Ale for Sale by them within the said several Parishes, Villages, Towns, Townships, and Places, Liberties, Precincts, and Territories, or any or One of them, or to bring any Corn, Grain, or Malt ready ground or

crushed, to be used, spent, or consumed within the said several Parishes, Villages, Towns, Townships, and Places, Liberties, Precincts, and Territories, or any or One of them, which has not been ground at the aforesaid Mills or at some or One of them; unless when all such Mills have not been capable of grinding the same, or the same has been refused or neglected to be ground within Twenty-four Hours after the same has been delivered to be ground, and that no Miller, Maltster, Carrier or Dealer in Corn, Grain, Malt, or Meal, and no such Tenant, Resiant, or Inhabitant as aforesaid, by themselves or any other Person, ought to sell to any of such Tenants, Resiants, or Inhabitants as aforesaid any Corn, Grain, or Malt ready ground or crushed which hath been ground or crushed at any other Mill than the aforesaid Mills, to be used, spent, or consumed by them in their respective Dwelling Houses within any of the Parishes, Townships, or Places aforesaid, and that no such Tenant, Resiant, or Inhabitant as aforesaid ought to erect or use any Horse-mill, Handmill, Quern or other Mill, Engine, or Instrument for the grinding or crushing of Corn, Grain, or Malt within any of the Parishes, Townships, or Places aforesaid, to be used, spent, and consumed by the Inhabitants of or within the same Parishes, Townships, or Places, or to be sold to others of such Inhabitants, to be used, spent, or consumed within such Parishes, Townships, or Places: And whereas by an Act of Parliament passed in the Session of Parliament held in the Second and Third Years of the Reign of King *William* the Fourth, intituled *An Act for discharging the Inhabitants of the Township of* Ossett-cum-Gawthorpe *in the Parish of* Dewsbury *in the County of* York *from the Custom of grinding Corn, Grain, and Malt at certain Water Corn Mills in the Townships of* Wakefield *and* Horbury, *and in the Parish of* Sandal *in the said County, and for making Compensation to the Proprietor of the said Mills*, it was (amongst other things) enacted, that from and after the passing of that Act all and every the Freehold and Copyhold Tenants, Resiants and Inhabitants, and all and every other Person and Persons whomsoever who then were or who should at any Time thereafter be or become Tenants, Resiants, or Inhabitants of or within the said Township of *Ossett-cum-Gawthorpe*, or the Liberties, Precincts, or Territories thereof, should be and they were thereby freed, exonerated, discharged, and for ever exempted of and from the said Usage, Duty, Custom, and Obligation; but that nothing in the said Act contained should affect or interfere with the Right, Title, or Claim of the then present or any future legal or equitable Proprietor of the said Mills, upon or against any of the Freehold or Copyhold Tenants, Resiants or Inhabitants, of or within any other Parish, Village, Township, or Place claimed to be within the Liberties of the said Soke Mills; and by the said Act the Trustees thereby constituted were directed to pay into the Bank of *England*, to the Credit of the said

2 & 3 W. 4. c. 108.

said Suit of *Pilkington* against *Smith*, the Sum of Three thousand five hundred Pounds, being the Amount agreed to be paid to the Proprietors of the said Mills as Compensation to them for the Abolition and Extinction thereby effected of the said Soke Custom or Usage: And whereas the Inhabitants of those Parts of the said Townships which were formerly in the Tenure or Possession of the Knights Templars or of the Hospitallers or Knights of *Saint John* of *Jerusalem* claim to be exempt, by reason of Privileges to them especially granted, from all Liability in respect of all or any of the said alleged Customs, and from all Fines, Mulctures, and Penalties for any Neglect or Breach of such Customs or any of them, and from all and all manner of Soke Suit and Service pertaining to the said Soke Mills, or to the Owners or Proprietors of the same in respect thereof, under or by virtue of the Grant made by the said Letters Patent: And whereas by an Act of Parliament passed in the Eleventh Year of the Reign of King *George* the Third, intituled *An Act for the better paving, repairing, and cleansing the Streets, Lanes, Alleys, and other public Passages within that Part of the Town of* Wakefield *in the County of* York *which lies within the East End of* Westgate Bridge, *the South Side of* Northgate Bar, *the North End of* Kirkgate Bridge (*except so much thereof as is repaired by the West Riding of the said County of* York), *and the extreme Part of the Township of* Wakefield *aforesaid leading from* Wrengate *towards* East Moor, *for preventing Nuisances and Annoyances therein, and for widening and rendering the same more commodious;* and by a certain other Act of Parliament passed in the Thirty-sixth Year of the Reign of King *George* the Third, intituled *An Act for lighting and watching the Streets and other public Passages and Places within the Town of* Wakefield *in the County of* York, *and for more effectually cleansing the same, and removing and preventing Obstructions, Nuisances, and Annoyances therein,* the said Soke Mills, with the Wharves, Warehouses, Buildings, and Appurtenances thereunto belonging, were exempted from the Payment of all Rates or Assessments to be raised or levied under or by virtue of the said Acts or either of them: And whereas divers Actions, Suits, and Proceedings at Law and in Equity have been lately had and taken by and between the Proprietors of the said Soke Mills and their Lessees or Tenants on the one Hand, and Inhabitants of the said Soke District on the other Hand, touching the Extent and Validity of the said Custom, and the Infraction thereof on the Part of such Inhabitants: And whereas by certain Articles of Agreement dated the Thirtieth Day of *December* One thousand eight hundred and fifty-two, and made between *James Pickering Ord* of *Tenby* in the County of *Pembroke*, Esquire, *James Bunbury Blake* of *Thurston* in the County of *Suffolk*, Esquire, *Thomas Gage Blake* of *Bury Saint Edmund's* in the same County, Esquire, and *Philip Bennet* the younger of *Rougham* in the said

11 G. 3. c. 44.

36 G. 3. c. 50.

said County of *Suffolk*, Esquire, on behalf of the Proprietors of the Soke Mills in the Townships of *Wakefield* and *Horbury*, and at *New Miller Dam* in the Parish of *Sandal Magna*, all in the County of *York*, of the First Part, and *Joseph Holdsworth* of *Wakefield* in the County of *York*, and *John George Smyth* of *Heath* near *Wakefield* aforesaid, Esquires, Two of Her Majesty's Justices of the Peace for the West Riding of the County of *York*, *John Barff* Esquire, *Robert Hodgson* Esquire, *Thomas Mark Carter* Brewer, *James Micklethwaite* Worsted Manufacturer, *William Thompson* Corn Miller, *George William Harrison* Corn Merchant, and *William Teall* Ironfounder, Seven Ratepayers of the Township of *Wakefield*, *George Forster* Worsted Manufacturer, *John Winterbottom*, a Lieutenant in the Army, and *Richard Poppleton* Worsted Manufacturer, Three Ratepayers of the said Township of *Horbury*, *Edward Green* Ironfounder, and *John Forge* Gentleman, Two Ratepayers of the Township of *Sandal Magna* in the said County of *York*, *Joseph Wood* Esquire, and *William Dyson* Farmer, Two Ratepayers of the Township of *Crigglestone* in the said County of *York*, *Richard Dunn* Corn Merchant, and *John Gregory* Corn Merchant, Two Ratepayers of the Township of *Alverthorpe-cum-Thornes* in the said County of *York*, and *John Charlesworth Dodgson Charlesworth* Esquire, *James Thompson* Farmer, and *Jeremiah Glover* Esquire, Three Ratepayers of the Township of *Stanley-cum-Wrenthorpe* in the said County of *York*, of the Second Part, after reciting that divers Suits and Proceedings had been from Time to Time instituted and taken by and between and against divers Persons with reference to the aforesaid Usage or Custom, and the Validity or Legality thereof, and the Extent to which the same was binding or obligatory upon the Tenants, Resiants, and Inhabitants of the said Townships of *Wakefield*, *Horbury*, *Sandal*, *Crigglestone*, *Alverthorpe-cum-Thornes*, and *Stanley-cum-Wrenthorpe*, and the Liberties, Precincts, and Territories thereof, which Townships, Liberties, Precincts, and Territories thereof were therein-after referred to as the *Wakefield* Soke District, and that the aforesaid Custom of the Soke was obnoxious to and unpopular with the Inhabitants of the said "*Wakefield* Soke District," and in order to avoid further Litigation, and to put an end to all Disputes, and to prevent any Question thereafter arising, it had been lately proposed that a Contract should be entered into with the Proprietors of the said Soke Mills for the Abolition of the said Custom within the said *Wakefield* Soke District, and for the Purchase from the said Proprietors of or Compensation to them for their Rights, Dues, and Privileges under or by virtue of the same Custom, and that with reference to such Proposal and Contract the said Proprietors had named the Sum of Eighteen thousand Pounds as the Purchase or Compensation Money which ought to be paid for such Rights, Dues, and Privileges as aforesaid, and that at a Public Meeting of the Inhabitants of the aforesaid *Wakefield* Soke District, held

held at the Sessions House in the Town of *Wakefield* on the Twentieth Day of *November* One thousand eight hundred and fifty-one, a Resolution was unanimously passed recommending the Appointment of a Committee for carrying out the Purchase of the Soke, with its Privileges, for the Sum of Eighteen thousand Pounds, the Proprietors bearing the usual Expenses of Vendors in making out a good Title, and also consenting to a Repeal of the Clauses exempting the Mills from local Rates (meaning by such Clauses the Provisions of Exemption therein-before referred to as being contained in the said Acts of Parliament passed in the Eleventh and Thirty-sixth Years of King *George* the Third), and paying a Moiety of the Expenses of obtaining an Act of Parliament; and a Resolution was also passed unanimously at the said Meeting constituting certain Persons therein named, with Power to add to their Number, a Committee to carry out the said Contract, but that the said Committee should submit a Draft of the intended Act of Parliament to a Public Meeting of the Inhabitants of the said Soke District for its Approval before proceeding to obtain such Act; and that at a Meeting of the said Committee, held on the Twenth-sixth Day of *November* One thousand eight hundred and fifty-one, the several Persons, Parties to the now-reciting Indenture of the Second Part, being Members of the said Committee, were constituted a Sub-Committee for the Purpose of entering into an Agreement with the Proprietors of the said Mills in relation to the Premises, and for obtaining such Act of Parliament as aforesaid; and that the respective Parties to the now-reciting Indenture had ultimately come to an Agreement in relation to the Premises as or to the Effect therein-after mentioned, and made their Report in Writing accordingly, and at a Public Meeting of the Inhabitants of the said Soke District, duly convened, and held on the Seventeenth Day of *April* One thousand eight hundred and fifty-two, the said Report was read, approved of, and adopted, and the said Committee authorized to proceed to obtain an Act of Parliament based upon the Terms referred to in the said Report, and the said Committee was further authorized to enter into any provisional Agreement which might be necessary to carry those Terms into effect, and that the Draft of an intended Act of Parliament, in accordance with the Terms mentioned in the Report of the said Committee, had been accordingly submitted to and approved of by the same Meeting, and that the Terms of the said Agreement so come to as aforesaid were comprised in the several Clauses therein-after set forth; namely, firstly, that the Proprietors of the said Soke Mills should, within One Month from the Date thereof, at their own Expense, deliver to some or One of the Solicitors of the Parties thereto of the Second Part an Abstract of the Title of the said Proprietors to the said Soke Mills and Premises, and deduce a marketable Title thereto, and should bear and pay all such Costs, Charges, and Expenses of

deducing and making out their Title as a Vendor would or ought to bear and pay, but should not be called upon to redeem, or, if already redeemed, to show the Redemption of any Fee-farm Rent reserved to the Crown in respect of the same Premises; that all Objections or Requisitions with respect to such Abstract of Title should be respectively taken and made in Writing within One Month from the Date of the Delivery thereof, and all Objections and Requisitions not so made or taken to such Abstract should be considered as wholly waived and abandoned: Secondly, that from and after the First Day of *January* One thousand eight hundred and fifty-four all and every the Freehold and Copyhold Tenants, Resiants and Inhabitants, and all and every other Person and Persons whomsoever who then were or who should at any Time thereafter be or become Tenants, Resiants, Residents, or Inhabitants, or Owners or Occupiers of Property of and within the *Wakefield* Soke District, should be freed, exonerated, discharged, and for ever exempted of and from the said Usage, Duty, Custom, and Obligation of grinding at the said Mills or any of them any Corn, Grain, or Malt whatsoever, and such Usage, Duty, Custom, or Obligation, so far as concerned such Tenants, Resiants, Residents, and Inhabitants, and Owners and Occupiers of Property, should from thenceforth cease and determine and be for ever extinguished; and it should be lawful for the said Freehold and Copyhold Tenants, Resiants, Residents, and Inhabitants, and all other Persons who should then be or might thereafter become Tenants, Resiants, Residents, or Inhabitants, or Owners or Occupiers of Property of and within the said *Wakefield* Soke District, from Time to Time and at all Times thereafter to grind or crush their Corn, Grain, and Malt, and shell their Oats, at any Mill or Mills they might think fit, and to erect and use, at their free Will and Pleasure, within the *Wakefield* Soke District, such and so many Steam-mills, Windmills, Watermills, Horsemills, Handmills, Querns or other Mills, or other Engines or Instruments for grinding and crushing Corn, Grain, and Malt, and shelling Oats, as but for the Existence of such Usage or Custom as aforesaid they could theretofore have erected and used, and to purchase for Sale or for their own Consumption Flour, Meal, Malt, and Shelling which might have been ground, crushed, or shelled elsewhere than at the said Soke Mills, and to deal with their Corn, Grain, Malt, Meal, Flour and Shelling in the same Manner in all respects as if the said *Wakefield* Soke District or any Part thereof had not at any Time been within the said Soke, or the Inhabitants thereof bound by or amenable to the Custom or Usage therein-before mentioned: Thirdly, that by way of Purchase or Compensation Money to be paid for or in respect of the Extinction in manner aforesaid of the said Soke Rights and Privileges there should be paid to the said *James Pickering Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, or the Survivors or Survivor of them, or the Executors or Administrators

trators of such Survivor, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts which by the said Indenture of Release of the Nineteenth Day of *September* One thousand eight hundred and thirty-three were originally or by Reference reposed in the said *James Pickering Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, the Sum of Eighteen thousand Pounds, on the said First Day of *January* One thousand eight hundred and fifty-four; and if from any Cause whatever, other than the wilful Neglect of the Vendors or their Solicitor, the Completion of the said Purchase should be delayed beyond the said First Day of *January* One thousand eight hundred and fifty-four, then Interest at the Rate of Four Pounds *per Centum per Annum* should be paid on so much of the Purchase Money as should remain unpaid until the Completion of the Purchase: Fourthly, that the said Purchase Money or Sum of Eighteen thousand Pounds, and the Interest (if any) thereon, and all Costs, Charges, and Expenses incident to collecting the same, and all Costs, Charges, and Expenses thereby agreed to be borne by the Inhabitants of the *Wakefield* Soke District, should be raised by or on the Security of a Rate or Assessment to be made upon all the Owners and Occupiers of Property within such District: Fifthly, that the Parties thereto of the Second Part should forthwith apply for and use their best Efforts to obtain, in the then present or the then next Session of Parliament, an Act of Parliament for carrying into full and complete Effect the Clauses, Stipulations, and Agreements therein-before contained, and for repealing such of the Clauses or Provisions of the Acts of Parliament of the Reign of King *George* the Third, therein-before referred to, or any other Act or Acts, as exempt the Proprietors of the Soke Mills, with the Wharves, Warehouses, Buildings, and Appurtenances thereto belonging, from Payment in respect thereof of the Rates or Assessments imposed or assessed under or by virtue of such last-mentioned Acts: Sixthly, that the Act so to be applied for should provide for the Appointment by the Inhabitants of the said *Wakefield* Soke District, or in case of their making default then by the Proprietors of the Soke Mills, of Trustees to carry the same into execution, and such Provisions should or might be similar to the Provisions for the Appointment of Trustees contained in an Act of the Second Year of Queen *Victoria*, intituled *An Act for discharging the Inhabitants of the Manor of* Leeds *in the Township and Parish of* Leeds *in the County of* York *from the Custom of grinding Corn, Grain, and Malt at certain Water Corn Mills in the said Manor, and for making Compensation to the Proprietors of the said Mills*, and the Act so to be applied for should contain such or the like Clauses and Provisions as to the Qualification of Trustees, and as to the Mode of making and recovering Rates and Assessments, and other reasonable Clauses and Provisions in relation to the Subject Matter of the said

Agreement

Agreement now in recital, as were contained in the said Act of Parliament of the Second Year of Queen *Victoria* in relation to the Subject Matter of such Act, and were applicable to the Circumstances of the then present Case, and should also contain Clauses and Provisions enabling the Trustees to raise by Mortgage of the Rates to be levied in pursuance of the said Act all or any Portion of the Sums, Costs, Charges, and Expenses to be raised by such Rates; but nevertheless the said intended Act should in nowise impose any personal Liability whatever upon the Trustees thereof in respect of the said Purchase or Compensation Money of Eighteen thousand Pounds or any Instalment thereof, or any Interest in respect thereof; and the said Act of Parliament should also contain such Clause or several Clauses and Provisions as on the Behalf of the Proprietors of the Soke Mills and Premises should be deemed necessary or expedient for enabling them to carry into effect the Contract for Sale now in recital, or touching the Application and Disposal of the said Purchase Money or Sum of Eighteen thousand Pounds, or the future Sale or Disposal of the said Soke Mills and Hereditaments, or any Part thereof; but that all Costs, Charges, and Expenses which the Parties thereto, or any or either of them, should or might incur or be put unto by any Opposition to the said intended Act during its Progress through Parliament, or the Appearance or Application in Parliament of any Person or Persons during such Progress by reason or in consequence of the Clauses referred to in the Article having been introduced in the said intended Act, should be wholly and exclusively borne and paid by the Parties thereto of the First Part: Seventhly, that One Moiety of the Expenses of applying for and obtaining the said intended Act of Parliament, including therein as well the Costs of the Inhabitants aforesaid as also the Costs of the Proprietors of the said Soke Mills, save and except the special Expenses mentioned in the last Article, should be borne and paid by the Proprietors of the said Soke Mills, and the other Moiety by the Inhabitants of the said *Wakefield* Soke District; and in case any Difference should arise respecting the Amount of such Moiety of Expenses to be so retained the Amount thereof should be referred to and settled by the proper Taxing Officer of the House of Commons; and with respect to the Negociation and Completion of the Articles of Agreement now in recital, and otherwise carrying the same into effect, each of the said Parties should bear and pay their own Costs, Charges, and Expenses, in the same Manner as was ordinarily done between Vendor and Purchaser: Eighthly, that in case the said Proprietors should fail to deduce a good Title to the said Soke Mills within Three Months from the Date of the said Agreement, or in case the said intended Act should not be obtained in the then present or the then next ensuing Session of Parliament, then the Articles of Agreement now in recital, and every Clause,

Matter,

Matter, and Thing therein contained, should be utterly null and void to all Intents and Purposes whatsoever; and in that Case, and also in the meantime and until the First Day of *January* One thousand eight hundred and fifty-four, the alleged Rights, Privileges, and Claims of the Proprietors of the Soke Mills should be and be considered in the same Condition and liable to be enforced in the same Manner in all respects as if the Articles of Agreement now in recital had not been made: Ninthly, that in case any Dispute or Difference should arise between the respective Parties thereto touching the Construction of the Articles of Agreement now in recital, or any Matter or Thing consequent thereon, the same should be referred to and settled by Arbitration in the Manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration; and it was by the said Articles of Agreement witnessed, that in consideration of the Premises the said several Persons, Parties thereto of the First Part, did thereby covenant and agree with the said several Persons, Parties thereto of the Second Part, that all and singular the Clauses, Terms, Stipulations, and Agreements therein-before contained, so far as the same were or ought to be observed or performed by the Proprietors of the said Soke Mills, should from Time to Time and at all Times be well and truly observed and performed accordingly; and it was thereby further witnessed, that in consideration of the Premises the said several Persons, Parties thereto of the Second Part, did thereby covenant and agree with the said several Persons, Parties thereto of the First Part, that all and singular the Clauses, Terms, Stipulations, and Agreements therein-before contained, so far as the same were or ought to be observed or performed by them the said several Persons, Parties thereto of the Second Part, or by the Inhabitants, Resiants, and Residents of the said *Wakefield* Soke District, should from Time to Time and at all Times be well and truly observed and performed accordingly: And whereas, in pursuance of the said Agreement, and in order to avoid further Litigation, and to put an end to all Disputes, and to prevent any Question hereafter arising, it hath been proposed, on behalf of the Inhabitants of the said several Towns, Townships, Parishes, Villages, and Places constituting the said Soke District, and agreed to by the said Proprietors of the said Soke Mills and Hereditaments, that the Tenants, Resiants, and Inhabitants of the said Soke District shall be emancipated from the said Soke Custom, Usage, or Obligation, in consideration of the Sum of Eighteen thousand Pounds to be paid by the said Inhabitants to the said Proprietors in manner herein-after mentioned: And whereas the said Principal Sum of Ten thousand Pounds is still due and owing to the said *Francis Thornhill Baring*, now Sir *Francis Thornhill Baring* Baronet, and *Charles Brodrick*, now Lord Viscount *Midleton*, by virtue of the said Mortgage Security of

the Thirty-first Day of *January* One thousand eight hundred and thirty-four: And whereas it is intended that the carrying into effect of the said Agreement for the Purchase and Extinction of the said Soke Custom and Usage, and the Rights and Privileges of the Proprietors of the said Soke Mills in respect thereof, shall in nowise prejudice or diminish the Security of the said Sir *Francis Thornhill Baring* and Lord Viscount *Midleton* as such Mortgagees as aforesaid, or the Security for the said annual Fee-farm Rentcharge of Fifty Pounds, and that the Trust for Sale, and all other the Trusts, Powers, and Authorities reposed or vested as aforesaid in the Trustees or Trustee for the Time being of the said Marriage Settlement of the said *Philip Bennet* the younger and *Ann* his Wife, so far as the same Trusts, Powers, and Authorities respectively relate to the said Mills, Messuages, and Hereditaments, or the Monies to arise from the Sale thereof, shall, notwithstanding such Sale and Extinction as aforesaid, remain and be capable of being performed and exercised with respect to the said Mills, Hereditaments, and Premises; and it is expedient to make such Provisions respecting the Payment, Application, and Investment of the said Purchase Money or Sum of Eighteen thousand Pounds, and also respecting the future Sale of all or any Part of the said Mills, Hereditaments, and Premises, as are herein-after respectively contained: And whereas the said Agreement cannot be carried into effect without the Authority of Parliament: May it therefore please 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 Parliament assembled, and by the Authority of the same,

From 1st Jan. 1854 Inhabitants exempted from the Usage, &c. of grinding, crushing, &c. of Corn, &c. at the Soke Mills.

I. That from and after the First Day of *January* One thousand eight hundred and fifty-four all and every the Freehold and Copyhold Tenants, Resiants and Inhabitants, and all other Persons whomsoever who now are or who shall at any Time hereafter be or become Tenants, Resiants, or Inhabitants of or within the Soke District, shall be and they are hereby freed, exonerated, discharged, and for ever exempted of and from the said Usage, Duty, Custom, and Obligation of grinding or crushing at the said Soke Mills or any of them any Corn, Grain, or Malt, or shelling any Oats whatsoever, and such Usage, Duty, Custom, or Obligation shall from thenceforth cease and determine and be for ever extinguished; and it shall be lawful for the said Tenants, Resiants, Residents, and Inhabitants, and all other Persons who now are or may hereafter be or become Tenants, Resiants, Residents, or Inhabitants of or within the Soke District, from Time to Time and at all Times hereafter to grind and crush their Corn, Grain, and Malt, and to shell their Oats, at any Mill or Mills they may think fit, and to erect and use, at their free Will and Pleasure,

Power to Tenants, &c. to grind and crush Corn, &c. at any Mills they may think fit, and to erect Mills, &c.

within

within the Soke District, any Steam-mills, Windmills, Water-mills, Horse-mills, Hand-mills, Querns or other Mills, Engines or Instruments, for grinding or crushing Corn, Grain, and Malt, or shelling Oats, which but for the Existence of such Usage or Custom as aforesaid they could heretofore have erected and used, and to purchase for Sale or for their own Consumption Meal, Flour, Malt, and Shelling which may have been ground, crushed, or shelled elsewhere than at the said Soke Mills, and to deal with their Corn, Grain, Malt, Meal, Flour, and Shelling in the same Manner in all respects as if the Soke District or any Part thereof were not and had not at any Time been within the said Soke, or the Tenants, Resiants, or Inhabitants thereof bound by or amenable to the Custom, Usage, or Obligation herein-before mentioned.

Number of Trustees.

II. That Twenty-five Persons, to be elected and chosen in manner herein-after mentioned, shall be Trustees for carrying this Act into execution.

Qualfication of Trustees.

III. That no Person shall be elected or chosen a Trustee for carrying this Act into execution unless he shall be an Owner of Lands or Tenements within the Soke District of the annual Value of Twenty Pounds, and shall be resident within the said District or within Five Miles thereof, or unless he shall be an Occupier of Lands or Tenements within the same District rated to the Relief of the Poor of any Township or Townships within such District at a Sum not less than Forty Pounds *per Annum*, such Lands or Tenements being liable to be rated under the Provisions of this Act.

Power to Inhabitants of Wakefield to meet and choose Ten Trustees to form Part of the Twenty-five Trustees.

IV. That it shall be lawful for the Inhabitants and other Persons of and in the said Township of *Wakefield* who are liable to be rated to the Rates by this Act authorized (and they are hereby required) to assemble and meet together at the Sessions House in *Wakefield* aforesaid on the Fourth *Monday* next after the passing of this Act (or as soon after as conveniently may be), at the Hour of Ten in the Forenoon, of which Meeting Five Days previous public Notice shall be given by the Mayor of *Wakefield* for the Time being, and after appointing a Chairman of such Meeting (who shall have a Second or Casting Vote upon every Question where there shall be an equal Number of Votes, including the Chairman's First Vote,) then and there forthwith to elect and choose Ten Persons qualified and liable as aforesaid to be and form Part of the said Number of Twenty-five Trustees for carrying this Act into execution.

Inhabitants of each of the other

V. That it shall be lawful for the Inhabitants and other Persons of and in each of the Five other Townships constituting the said Soke District,

Five Townships to choose Three Trustees each.

District, who are liable to be rated to the Rates by this Act authorized, and they are hereby required, in like Manner to assemble and meet together at some convenient Place within each such Township on the Fourth *Monday* next after the passing of this Act, or as soon after as conveniently may be, at the Hour of Ten in the Forenoon, of each of which Meetings Five Days previous Notice shall be given by the Mayor of *Wakefield* for the Time being, and after appointing a Chairman of such Meeting, who shall have a Second or Casting Vote upon every Question where there shall be an equal Number of Votes (including the Chairman's First Vote), then and there respectively forthwith to elect and choose for each such Township Three Persons, qualified and liable as aforesaid, to be and form the Remainder of the said Number of Twenty-five Trustees for carrying this Act into execution.

Trustees disqualified by Bankruptcy or Insolvency.

VI. That upon the Bankruptcy or Insolvency of any Trustee to be elected or appointed under this Act he shall forthwith cease to be a Trustee.

Power to elect other Trustees in case of Vacancies.

VII. That when and so often as, by reason of Death, or Refusal to act, or by Resignation, Bankruptcy, Insolvency, or other Incapacity, any Vacancy shall occur in the Number of Trustees to be elected in each of the said Townships as aforesaid, or to be nominated or appointed from the Ratepayers of each of the said Townships by the Proprietors of the Soke Mills, as herein-after mentioned, it shall be lawful for the Clerk for the Time being of the Trustees, or in case there shall be no such Clerk, then for any Two or more of the surviving or continuing Trustees, and he and they is and are hereby required, within Three Months after any such Vacancy shall have taken place as aforesaid, by Advertisement in some Newspaper usually printed or circulated in the West Riding of the County of *York*, and also by a public written or printed Notice to be affixed to some public or conspicuous Place in the Township in which such Vacancy shall have arisen as aforesaid, to require all Persons who are rated to the Rate by this Act authorized within such Township, and who at the Time of such Meeting shall have paid such Rate (if the same shall have been lawfully demanded), to meet together on some Day, which shall be at least Three and not more than Ten Days next after such Notice shall have been given, at such Time and in such Place as in the said Notice shall be specified, for the Purpose of electing a sufficient Number of other Persons, qualified as aforesaid, to be Trustees in the Room or Stead of the Trustees so dying, resigning, or becoming disqualified to act as aforesaid, so as to make up the full original Number of Twenty-five Trustees.

VIII. That

Trustees to sign an Acceptance of Office.

VIII. That every Person to be chosen as a Trustee under this Act shall upon his Acceptance of such Office signify the same by signing his Name in a Book to be provided by the Trustees for that Purpose.

Owner of the Mills may appoint Trustees, if Inhabitants fail to do so within Three Months from passing of Act.

IX. Provided always, That if the Inhabitants of and other Persons liable to be rated to the Rate by this Act authorized within any of the said Townships shall not within the Space of Three Months next after the passing of this Act elect or choose the full Number of Persons herein-before directed to be chosen within such Township, and qualified as aforesaid, to be Trustees for carrying this Act into execution, then and in such Case it shall be lawful for the Proprietors of the said Soke Mills, by any Instrument in Writing signed by them, to appoint for the Township or Townships so making such Default in such Election the Number of Persons herein-before directed to be elected in such Township or Townships, and qualified as aforesaid, to form Part of the said Twenty-five Trustees for carrying this Act into execution, or so many Persons as, with the Number then already appointed by such Township or Townships, will make up the full Number herein-before directed to be chosen within such Township or Townships; and such last-mentioned Persons, when so appointed, shall have the same Powers and Authorities, and be subject to the same Penalties for Refusal, or otherwise, and to the same Liabilities in all respects, as if they had been elected or chosen at a Public Meeting of the Inhabitants of and other Persons subject to be rated to the Rate by this Act authorized within such Township so making default in electing Trustees as aforesaid: Provided also, that if the Inhabitants of and other Persons liable to be rated under this Act within any of the said Townships shall refuse or neglect for the Space of Three Months after any such Vacancy shall have occurred to elect or choose a sufficient Number of other Persons qualified as aforesaid to be Trustees in the Room and Stead of the Trustees creating such Vacancies, so as to make up the full original Number of Twenty-five Trustees, then and in every such Case it shall be lawful for the Proprietors of the said Soke Mills to appoint a sufficient Number of Persons qualified as aforesaid to supply any of such Vacancies, in like Manner as is herein-before provided for the Appointment of Trustees by the said Proprietors in case of the Refusal or Neglect of the Inhabitants and other Persons liable to be rated under this Act within any of the said Townships to make such original Election or Choice of Trustees as aforesaid; and every Person so to be appointed a Trustee as last aforesaid shall upon his Acceptance of such Office signify the same by signing his Name in a Book to be provided by the Trustees for that Purpose.

Trustees to make a Declaration before acting.

X. That no Person shall be capable of acting as a Trustee in the Execution of this Act (except in administering the Declaration hereinafter mentioned) until he shall have made and subscribed a Declaration in the Words or to the Effect following before any Two or more of the Trustees, who are hereby authorized and empowered to administer the same:

'I do solemnly and sincerely declare, That I am rated 'to the Poor of the Township [*or* Townships] of 'at the Sum of Forty Pounds at the least [*or* that I am the Owner 'of Lands or Tenements within the Township [*or* Townships] of 'of the annual Value of Twenty Pounds at the 'least, *as the Case may be*], and that I will truly, honestly, and 'impartially act in the Execution of the Trusts and Powers reposed 'in me by virtue of an Act of Parliament passed in the Year 'of the Reign of Her Majesty Queen Victoria, intituled "An Act" '[*here insert the Title of this Act*]; and I make this solemn De-'claration conscientiously believing the same to be true.'

And a Minute of the making and subscribing of such Declaration shall be made in the Book of Proceedings of the Trustees herein-after mentioned.

Penalty on Persons making false Declarations.

XI. That every Person who shall make and subscribe a Declaration under this Act, knowing the same to be untrue in any material Particular, shall be guilty of a Misdemeanor.

Penalty in case of Trustees acting without making Declaration, or without being duly qualified.

XII. That if any Person shall act as a Trustee in the Execution of this Act (except in administering the Declaration before mentioned) without being duly qualified as aforesaid, or being disqualified by any of the Causes aforesaid, or before he shall have made and subscribed the said Declaration, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person rated or liable to be rated under this Act who shall sue for the same, to be recovered in any Court of competent Jurisdiction; and every Person so sued shall prove that he was qualified, or (as the Case may be) that he was not disqualified at the Time of acting, or otherwise shall pay the said Penalty and Costs, without any Proof or Evidence on the Part of the Plaintiff, other than that such Person had acted as a Trustee in the Execution of this Act: Provided nevertheless, that no Act or Proceeding touching the Execution of this Act which shall have been done by any such unqualified or disqualified Person previously to his being convicted of the Offence before mentioned shall be thereby impeached or rendered nugatory, but every such Act or Proceeding shall be as valid as if such Person had been duly qualified, or had not been disqualified, as before mentioned.

XIII. That

Penalty on Persons elected not serving the Office of Trustee.

XIII. That if any Person duly qualified to fill the Office of Trustee according to the Provisions of this Act shall be elected, chosen, or appointed a Trustee in manner aforesaid, and shall refuse to accept such Office, or neglect for the Space of Five Days after he shall have been served (either personally or by being left at his Place of Abode) with a Notice in Writing, signed by the Clerk for the Time being to the Trustees, or if there be no such Clerk signed by the Chairman of the Meeting at which such Person shall have been elected a Trustee, of his Election to such Office, to signify his Acceptance thereof in manner herein-before mentioned, and to make and subscribe the Declaration herein-before appointed to be made and subscribed on having accepted such Office, or shall, within the Space of Twelve Months after such Acceptance, resign the same, being at the Time of such Resignation duly qualified as aforesaid to hold such Office, every Person so offending shall, upon the Complaint of any Person rated or liable to be rated under the Authority of this Act, and upon Conviction of such Offence before any Two Justices of the Peace acting for the Place where such Offender shall for the Time being reside, forfeit and pay the Sum of Twenty Pounds, to be recovered, together with Expenses, in manner herein-after provided for the Recovery of Penalties under this Act: Provided always, that no Person disabled by Lunacy or Imbecility of Mind, or by Deafness, Blindness, or other permanent Infirmity of Body, shall be liable to such Fine as aforesaid: Provided also, that every Person so elected to such Office who shall be above the Age of Sixty-five Years, or who shall have already served such Office, or paid the Fine for not accepting such Office, shall be exempted from accepting or serving such Office, if he shall claim such Exemption within Five Days after Notice of his Election.

List of Trustees to be delivered to Proprietors of the Mills, when required.

XIV. That the Trustees, whenever they shall be required so to do by Writing under the Hands of the Proprietors of the said Soke Mills, or of any Ten Persons liable to be rated under this Act, shall, within Seven Days after they shall have been required so to do by Notice in Writing left with the Clerk of the Trustees or with any One of such Trustees, deliver to the Proprietors of the said Soke Mills, or to such Person as they or any such Ten Persons as aforesaid shall respectively appoint, a true List of all the Trustees for the Time being, with their respective Descriptions and Residences, signed by Two at least of the Trustees, which List so signed shall be conclusive Evidence that the several Persons therein named were Trustees at the Time of the Delivery of such List, in all Proceedings to be had against the Trustees or any of them, except in Proceedings against each other.

First Meeting of Trustees.

XV. That the First Meeting of the Trustees shall be held at the Sessions House in *Wakefield*, or at some convenient Place in *Wakefield*, within

within Seven Days after the First Election or Appointment of Trustees (or as soon after as conveniently may be), between the Hours of Ten in the Forenoon and Two in the Afternoon, of which Meeting Three Days previous Notice shall be given to each Trustee by the Mayor of *Wakefield* for the Time being; and the Trustees then and there present, being at least Five in Number, shall proceed in the Execution of this Act, and shall and may then, and from Time to Time thereafter, adjourn to and meet at such Times and at such Places within the Soke District as the major Part of them present at any such Meeting shall appoint; and if it shall happen that Five of the Trustees shall not appear at any Time and Place appointed for a Meeting within the Space of One Hour from the Time appointed for the holding of such Meeting, then and so often as the Case shall happen such Meeting shall stand adjourned to the same Day in the following Week, at the same Place and at the same Time of the Day, and so from Time to Time until a sufficient Number of Trustees shall attend, when they shall proceed to Business, and not before.

Penalty on Trustees not attending Meetings.

XVI. That if on any Day appointed for a Meeting of the Trustees Five of the Trustees shall not attend within One Hour from the Time appointed for the holding of such Meeting, such Meeting shall stand adjourned to the same Day in the following Week, at the same Place, and at the same Time of the Day; and Notice in Writing of such Adjournment shall be given to each Trustee in manner herein-after provided; and if within the Space of One Hour from the Time appointed for the holding of such adjourned Meeting Five of the Trustees shall not appear, then each such Trustee who shall not have appeared at such adjourned Meeting shall forfeit and pay the Sum of Forty Shillings, to be recovered, together with Expenses, by the Trustees or Trustee for the Time being of the said Settlement of the Nineteenth Day of *September* One thousand eight hundred and thirty-three, in manner by this Act provided for the Recovery of Penalties under this Act, and so *toties quoties*, until Five of the Trustees shall appear at any such Meeting.

Meetings on Emergencies.

XVII. That if for Want of a proper Adjournment at any Meeting of the Trustees there shall be no Time fixed for the next Meeting, or if at any Time it shall be thought necessary that a Meeting of the Trustees should be holden, after any Adjournment, on an earlier Day than the Day to which such Meeting shall have been adjourned, then and in every such Case it shall be lawful for the Trustee who may have presided as Chairman at the last Meeting, or for any Two of the Trustees, to direct the Clerk of the said Trustees (or if there shall be no Clerk then by some Writing under the Hand or Hands of such Chairman or of such Two Trustees) to summon the Trustees to meet at such Place within the Soke District, and at such Time, as he or they

they shall think proper, either to transact the usual and ordinary Business of the said Trust, or any special Business which may be specified in such Summons; and all Acts done by the Trustees present at any such Meeting, being at least Five in Number, shall be as valid as they would have been in case such Trustees had met in pursuance of a regular Adjournment; provided that Notice of such Meeting shall be given as next herein-after mentioned.

Notice of Meeting.

XVIII. Provided always, That previously to any Meeting of the Trustees in pursuance of this Act (except the first acting Meeting) there shall from Time to Time be sent to the last or usual known Place of Abode of each of the Trustees, through the Post Office or by special Messenger, a Notice, written or printed, signed by the Clerk to the Trustees or by any Two of the Trustees, of the Time and Place of such intended Meeting, which Notice shall be so sent Two clear Days at least before every such Meeting.

Majority of Trustees may act.

XIX. That all the Powers given by this Act to the Trustees may be exercised by the Majority of such of them as shall be present at any Meeting to be holden or convened in manner herein-before mentioned (the Number present at any such Meeting not being less than Five), provided there be then so many Persons holding the Office of Trustee; and that at each and every such Meeting One of the Trustees, to be nominated by a Majority of the Trustees then present, shall preside as Chairman of such Meeting, and in all Cases in which the Number of Votes, including the Vote of the Chairman, shall happen to be equal, the Chairman shall have a Second or Casting Vote.

Proceedings to be entered in Books, and deposited with the Clerk, and be open to Inspection.

XX. That fair and regular Entries shall be made, in proper Books to be provided by the Trustees for that Purpose, of the Names of the Trustees who shall attend the respective Meetings hereby authorized to be held, and of all their Acts and Proceedings relative to the Execution of this Act; and such Entries shall be signed by the Chairman of each respective Meeting or the Clerk to the Trustees; and every such Book shall be deposited with and remain in the Custody of the Clerk for the Time being of the Trustees, and shall at all reasonable Times be open for the Inspection of the Trustees or any of them, without Fee; and all Entries in such Books, being signed as aforesaid, shall be deemed to be original Acts and Proceedings, and shall be allowed to be given in Evidence, as well on behalf of the Trustees as otherwise, in all Actions, Suits, and Proceedings, civil and criminal relating to anything done in pursuance of this Act, without Proof of such Meeting having been duly convened; and every such Book shall at all reasonable Times be open to the Inspection of every Person paying the Rates or Assessments hereby authorized to be made, on Payment by every such Person of One Shilling for each Inspection;

Penalty on Clerk for refusing Inspection.

and if the Clerk or other Person having for the Time being the Custody of such Books or any of them shall not permit the Trustees to peruse and inspect such Books or any of them, or shall not permit any other Person duly authorized, on Payment of the Sum of One Shilling, to peruse or inspect such Books or any of them, such Clerk or other Person shall for every such Offence forfeit and pay the Sum of Five Pounds, to be levied, recovered, and applied in manner herein-after provided.

Trustees to keep Books of Receipts and Payments, which shall be open to Inspection.

XXI. That the Trustees shall and they are hereby required to cause proper Books of Account to be kept of all Sums of Money which shall have been received and paid by the Trustees, or any Person for their Use or on their Account, under or for the Purposes of this Act, and also an Account of the Names of all such Persons as shall have neglected to pay their respective Rates, and of the Monies due from them respectively, which Books, and all other Accounts and Papers relating to the said Trust, shall at all seasonable Times be open to the Inspection of the Trustees or any of them, without Fee, and of every Person paying the Rates or Assessments hereby authorized, on Payment by every such Person of One Shilling for each Inspection, and every such Trustee or Person paying the said Rates or Assessments shall and may take Copies of or Extracts from the said Books or any of them, without paying anything for the same; and in case the Person in whose Custody the said Books, Accounts, and Papers, or any of them, shall have been or may be deposited, shall not permit any of the Trustees or Persons paying the said Rates or Assessments, on Payment by every such Person of One Shilling, to inspect the same, or to take such Copies or Extracts as aforesaid, at all seasonable Times, such Person so offending shall for every such Offence forfeit and pay the Sum of Ten Pounds, to be levied, recovered, and applied in manner herein-after provided.

Penalty on refusing Inspection.

Abstract of Accounts to be advertised, and transmitted annually to Town Clerk of the Borough of Wakefield, which shall be open to Inspection.

XXII. That once in every Year an Abstract of the said Accounts shall be prepared by the Trustees, or such Officer as they shall appoint for that Purpose, showing the total Receipts and Expenditure of all the Funds received under the Authority of this Act, and a Statement of the Balance of such Account, and such Abstract shall be signed by the Trustees or any Two of them; and on or before the First Day of *January* in each Year the Trustees shall cause one Copy of the said Abstract to be advertised in some Newspaper usually printed or circulated in the West Riding of the County of *York*, and another Copy of such Abstract to be transmitted, free of Charge, to the Town Clerk for the Time being of the Borough of *Wakefield* aforesaid; and the said Abstract shall be at all seasonable Times open to the Inspection of any Ratepayer who shall desire to see the same, upon Payment to the said Town Clerk of One Shilling for every such Inspection; and in

Penalty on Town Clerk

case

case such Town Clerk shall not permit any such Ratepayer to inspect the said Abstract on Payment of One Shilling, such Town Clerk shall for every such Offence forfeit and pay the Sum of Five Pounds, to be levied, recovered, and applied in manner herein-after provided: Provided always, that if the Trustees shall refuse or neglect to cause such Abstract to be prepared, or transmitted to the said Town Clerk, as aforesaid, they shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person rated or liable to be rated under this Act who shall sue for the same, to be recovered, with full Costs of Suit, in any Court of competent Jurisdiction.

refusing Inspection.

Penalty on Trustees neglecting to cause Abstract to be prepared.

Auditors to be elected.

XXIII. That it shall be lawful for such of the Inhabitants of the Soke District and other Persons as are liable to be rated under this Act, and they are hereby required, to assemble and meet together at the Sessions House or at some other convenient Place in *Wakefield* aforesaid on the Fifth *Monday* next after the passing of this Act (or as soon after as conveniently may be), at the Hour of Ten in the Forenoon, of which Meeting Five Days previous Notice shall be given by the Mayor of *Wakefield* for the Time being, and after appointing a Chairman of such Meeting (who shall have a Second or Casting Vote upon every Question where there shall be an equal Number of Votes, including the Chairman's First Vote), then and there forthwith to elect Two Persons (being qualified to serve as Trustees as herein-before mentioned) to be Auditors, for the Purpose of auditing the Accounts of the Trustees once in every Year prior to the said Abstract being prepared as aforesaid; and in case of the Death, Resignation, or Disqualification of both or either of the said Auditors before the Objects and Purposes of this Act shall have been fully completed, it shall be lawful for the Clerk of the Trustees, or in case there be no such Clerk, then for any Two or more of the Trustees, and he and they is and are hereby required, within One Month after such Vacancy shall have occurred, by Advertisement in some Newspaper usually printed or circulated in the said West Riding, and also by a public written or printed Notice to be affixed to some public or conspicuous Place in *Wakefield* aforesaid, to convene a Meeting of the Persons liable to be rated within the Soke District under this Act, to meet together on some Day which shall be at least Three and not more than Ten Days after such Notice shall have been given, at such Time and Place as in the said Notice shall be specified, for the Purpose of electing some other Persons or Person (as the Case may be) qualified as aforesaid to supply the Place of the Auditors or Auditor so dying, resigning, or becoming disqualified as aforesaid, and so *toties quoties* as often as any such Vacancy shall occur.

Trustees may appoint Officers.

XXIV. That the Trustees may from Time to Time appoint a Treasurer and a Clerk, and also One or more Collectors of the Rates or

or Assessments hereby authorized to be made, and all such other Officers for the Execution of this Act as they shall think proper, and shall and may from Time to Time suspend, displace, or remove such Treasurer, Clerk, Collectors, and other Officers, or any of them, and appoint others in the Room or Stead of those suspended, displaced, or removed, or who may die, or relinquish their Offices, and shall and may, out of the Funds to be received by virtue of this Act, pay such Salaries, Wages, and Allowances to the said Officers as the Trustees shall think reasonable: Provided always, that it shall not be lawful for the Trustees to appoint any Person who may be appointed their Clerk, or the Partner of such Clerk, or any Person in the Service or Employment of such Clerk or his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employment of such Treasurer or his Partner, to be the Clerk to the Trustees; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person, being a Partner of such Clerk, or a Person in the Service or Employment of such Clerk or his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or his Partner, or a Person in the Service or Employment of such Treasurer or his Partner, shall accept the Office of Clerk in the Execution of this Act, or shall act as the Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place of Profit or Trust under the Trustees, other than that of Treasurer, any Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person rated or liable to be rated under this Act who shall sue for the same, to be recovered, with full Costs of Suit, in any Court of competent Jurisdiction.

Same Person not to act as Clerk and Treasurer.

Provisions of 8 & 9 Vict. c. 16. as to borrowing Money, Accountability of Officers, and Recovery and Application of Penalties, incorporated with this Act.

XXV. That so much of "The Companies Clauses Consolidation Act, 1845," as relates to the borrowing of Money, to the Accountability of Officers, and the Recovery and Application of Penalties not specially provided for (except as to the Publication of Penalties), shall be incorporated with and form Part of this Act, and be applicable to the Officers and Penalties authorized to be appointed or declared to be forfeited by this Act, the Word "Trustees" being substituted for the Word "Directors" and also for the Word "Company" mentioned in the said Consolidation Act.

Penalty on Collector retaining more than 10*l.* in his Hands at One Time.

XXVI. That if any Collector to be appointed in pursuance of this Act shall at any Time keep or retain in his Hands more than the Sum of Ten Pounds for any longer Space of Time than Ten Days (provided the Treasurer for the Time being shall within that Time

Time be ready to receive the same), he shall forfeit Twenty Shillings for every Day that he shall retain any Sum exceeding the Sum of Ten Pounds beyond the said Period of Ten Days.

How Notices may be served.

XXVII. That in all Cases in which it may be necessary to serve any Notice, Writ, or any other legal Proceeding or Document upon the Trustees, the Service thereof upon their Clerk or upon any Two of the Trustees shall be deemed good and sufficient Service.

Trustees may sue or be sued in the Name of their Clerk or of any Trustee.

XXVIII. That the Trustees may sue and be sued in the Name of their Clerk for the Time being, or in the Name of any of the Trustees; and all Actions, Suits, and Proceedings which it may be necessary to bring or institute for or concerning anything which shall be done by virtue or in pursuance of this Act, or for or in respect of any Matter or Thing arising out of this Act, may be brought and instituted in the Name of the said Clerk or of any Two or more of the Trustees; and no Action, Suit, or other Proceeding shall abate or be discontinued by the Death, Suspension, Resignation, or Removal of such Clerk, or by the Death, Resignation, or Disqualification of such Trustee or Trustees, or by any Act or Default of such Clerk or Trustee or Trustees done or suffered without the Consent of the Trustees, but such Clerk or Trustee or Trustees shall be deemed Plaintiff or Plaintiffs, Defendant or Defendants, in such Action or Suit (as the Case may require); and all Affidavits of Debt or otherwise which may be necessary to be made by or on behalf of the Trustees may be lawfully made by the said Clerk or by any One of the Trustees: Provided also, that every such Clerk or Trustee in whose Name any Action, Suit, or Proceeding shall be instituted or defended as aforesaid shall always be reimbursed out of the Monies to be received by virtue of this Act all such Damages, Costs, and Expenses as he shall incur or become chargeable with by reason of his being so made Plaintiff or Defendant, and shall not be personally answerable or liable for the same, unless such Action, Suit, or Proceeding shall arise in consequence of his own wilful Neglect or Default, or have been instituted or defended without the Order or Direction of the Trustees.

Power to Trustees to raise the Sum of 18,000*l.* to be paid to the Proprietors of the Mills as Compensation.

XXIX. That the Trustees shall raise and pay, or cause to be raised and paid, by the Means and at the Time and in manner herein-after provided, the Sum of Eighteen thousand Pounds of lawful Money of the United Kingdom of *Great Britain* and *Ireland*, as a Compensation for the Emancipation of the said Tenants, Resiants, and Inhabitants from the said Soke Custom, Usage, and Obligation, and in full Satisfaction for all Loss, Injury, and Diminution of Income or Profit which the present or any previous or future Owners, Proprietors, Lessees, or Occupiers of the said Soke Mills may have sustained

tained or incurred, or shall sustain or incur, by reason or in consequence of the said Tenants, Resiants, and Inhabitants being exonerated and discharged from the said Usage, Custom, and Obligation, which said Sum of Eighteen thousand Pounds shall be paid on the First Day of *January* One thousand eight hundred and fifty-four.

Purchase Money, after Payment of Costs, to be paid into the Bank.

XXX. That after Payment and Retention thereout in the first instance by the Trustees of One Half of the Costs of obtaining this Act, as herein-after directed, and of such other Costs as the Trustees may be entitled to under the said recited Agreement, the Residue or Balance of the said Purchase Money or Sum of Eighteen thousand Pounds, the Amount thereof to be verified in the usual Manner, shall be paid by the Trustees into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Chancery, and be placed to his Account there to the Credit of an Account entitled "*Philip Bennet* the younger, Esquire, and the Trustees of his Marriage Settlement, and their Mortgagees," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of the Cashier or Cashiers of the said Bank of *England*, to be thereto annexed, and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Trustees of any such Instalment, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the Trustees for so much Money as shall therein be expressed to be received; and that upon filing such Certificate and Receipt of the Cashier of the Bank as aforesaid the Trustees shall be and they are hereby acquitted and discharged of and from the same Sum and every Part thereof, and shall not be answerable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Trustees not to be answerable for the Application of the Purchase Money.

Application of Purchase Money.

XXXI. That the Purchase Money, or Sum so paid in as last aforesaid, shall remain so deposited as aforesaid until the same be applied to some One or more of the Purposes following; *videlicet*, in the first place, in the Redemption and Satisfaction of the said Mortgage Debt or Sum of Ten thousand Pounds so due and owing as aforesaid, or, secondly, (but if the said Mortgagees shall consent thereto then in the first place), in Payment and Satisfaction to the said *Philip Bennet* the younger, and the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, respectively, of as well all such Costs,

Costs, Charges, and Expenses as they and he respectively have already paid or incurred in, about, or in consequence of any Action, Suit, or Proceeding which since the First Day of *February* One thousand eight hundred and forty-nine has been instituted, defended, or taken by them or him, or the Lessees, Tenants, or Occupiers of the said Mills and Hereditaments, in relation to the said Soke Custom and Obligation, and the Rights and Privileges of the Proprietors of the said Soke Mills, or their Lessees or Tenants, in respect thereof, and in, about, or in consequence of the Preparation, Execution, or carrying into effect of the said Articles of Agreement of the Thirtieth Day of *December* One thousand eight hundred and fifty-two, as also of all Costs, Charges, and Expenses (other than the Costs, Charges, and Expenses herein-before mentioned, and which may be retained out of the said Sum of Eighteen thousand Pounds,) which the Trustees or Trustee of the said Settlement may incur of and incident to the soliciting and obtaining this Act of Parliament, when and as such Costs, Charges, and Expenses shall have been respectively properly taxed, and the respective Amounts thereof ascertained and verified in the usual Manner, and (subject and without Prejudice as aforesaid) in the Purchase, in the Names of the Trustees or Trustee for the Time being of the said Indenture of Settlement, of other Lands and Hereditaments in Fee Simple, or in the Payment of the same Monies to the said last-mentioned Trustees or Trustee upon the Trusts of the said Settlement applicable thereto.

Court of Chancery, on Petition, in a summary Way, to dispose of Money paid into Court.

XXXII. That it shall be lawful for the Court of Chancery, upon the Application by Petition of the said *Philip Bennet* the younger and his Trustees or Trustee, in a summary Way, to order and direct the Payment and Application of the said Purchase Money or Sum so paid into Court as aforesaid, or of any Portion thereof, for or towards all or any of the Purposes aforesaid, and also, until such Payment and Application shall have been directed as aforesaid, upon the like Petition, to order the said Purchase Money or Sum, or any Portion thereof, to be invested by the said Accountant General in the Purchase of Three Pounds *per Centum* Con olidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities, and the Dividends, Interests, and annual Proceeds thereof to be paid to the Person or Persons who shall for the Time being be entitled to the Rents and Profits of the said Soke Mills, Hereditaments, and Premises: Provided always, that as to such Lands and Hereditaments as, pursuant to any such Order or Direction as aforesaid, shall be purchased with any Part of the said Monies, before the said Mortgage Debt or Sum of Ten thousand Pounds and Interest shall have been paid and satisfied, the same Lands and Hereditaments and every Part thereof shall be subject to the said Mortgage Security of the Thirty-first Day of *January* One thousand eight hundred and thirty-four,

thirty-four, and to the Power of Sale and other the Powers and Remedies therein contained, in the like Manner and to the like Effect as if the same Lands and Hereditaments had been described or mentioned and originally comprised therein, and shall be conveyed, settled, and assured to the like Uses, upon the like Trusts, and for the like Intents and Purposes as are now or shall be then subsisting with respect to the said Mills, Messuages, and Hereditaments; but, nevertheless, if the said Mortgagees shall be satisfied with the Security of the said Mills, Messuages, and Hereditaments comprised in and remaining subject to their said Mortgage Security, and shall, upon any such Application by Petition as aforesaid for that Purpose, consent thereto, it shall be lawful for the Court of Chancery, upon such Petition, to order and direct the Lands and Hereditaments so purchased as aforesaid to be settled and assured to the Uses and upon the Trusts then subsisting with respect to the Equity of Redemption of the said Mills, Messuages, and Hereditaments.

As to any future Sale of Mills, &c., and the Application of the Purchase Money to arise therefrom.

XXXIII. And inasmuch as Doubts may arise as to whether the Trust or Power contained in the said Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, for Sale of the said Mills, Messuages, and Hereditaments, will enable the Trustees or Trustee for the Time being of the said Settlement to make a valid Sale hereafter of the said Mills, Messuages, and Hereditaments or of the Lands and Hereditaments which shall or may be so purchased as last aforesaid: Be it enacted, That (subject and without Prejudice to the said Mortgage Security of the Thirty-first Day of *January* One thousand eight hundred and thirty-four) the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, with the Consent in Writing of the said *Philip Bennet* the younger and *Ann* his Wife during their joint Lives, and after the Decease of either of them of the Survivor of them, and after the Death of such Survivor at the Discretion of the said Trustees or Trustee, do and shall sell and dispose of the said Mills, Messuages, and Hereditaments, and also of all such Lands and Hereditaments as, with and out of the Monies herein-before directed to be paid into the Court of Chancery, shall be purchased and settled as aforesaid, or any of them, or any Part thereof respectively, either entirely and altogether or in Parcels, and either by Public Auction or Private Contract, for such Price or Prices, and upon such Conditions, and with such Stipulations as to Title or otherwise, and in such Manner in every respect as the said Trustees or Trustee for the Time being shall think fit, with Power to buy in or rescind any Contract for Sale of the said Premises or any Part thereof, and to resell the same, without being answerable for any Loss which may happen thereby, and do and shall execute, make, and do all such Agreements, Conveyances, Surrenders, Assignments,

Assignments, Assurances, and other Things for effectuating any such Sale as aforesaid as shall he necessary or expedient, and in the meantime and until such Sale do and shall hold and stand seised of the said Mills, Messuages, Lands, and Hereditaments respectively (subject and without Prejudice as aforesaid) as or in the Nature of Personal Estate, and do and shall stand and be possessed of and interested in the Monies to arise from any such Sale or Sales as aforesaid (after Payment thereout of the Costs attending the same), and also of all such Part of the Monies deposited as aforesaid in the Court of Chancery as pursuant to any such Order as aforesaid shall be paid to them or him, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations in and by the said Indenture of Settlement declared of and concerning the Monies to arise from the Sale of the said Mills, Messuages, Hereditaments, and Premises thereby directed to be sold; and do and shall in the meantime, and until the said Lands and Hereditaments so to be purchased as aforesaid shall be so sold, pay and apply the Rents and Profits thereof to the Person or Persons, for the Purposes, and in the Manner to whom and for and in which the Interest, Dividends, and annual Produce of the Money to arise from the Sale of the said Mills, Messuages, and Hereditaments, or of the Stocks, Funds, and Securities in or upon which the same Money may be invested, would or ought to be paid or applied, under the Trusts declared in the said Settlement in that Behalf, in case such Sale as last aforesaid had been made: Provided also, that it shall be lawful for the said Trustees or Trustee, with such Consent or at such Discretion as last aforesaid, until the said Lands and Hereditaments so to be purchased as aforesaid shall be so sold, to lease the same or any Part or Parts thereof at Rackrent, for any Term or Terms of Years not exceeding Twenty-one Years, to take effect in possession, in the same or the like Manner as by the said Settlement direc ed and declared with respect to the said Real Estate to become subject to the Trusts thereof on any such Partition as therein mentioned being effected: Provided also, that the Receipts or Receipt of the Trustees or Trustee for the Time being of the said Indenture of Settlement for all or any Monies arising from any such Sale or Sales as aforesaid, or any Monies, Stocks, Funds, or Securities otherwise coming to their or his Hands or Hand, under or pursuant to the Provisions of this Act, shall be an effectual Discharge and Acquittance for the Monies therein expressed to be received, and shall absolve the Person or Persons paying the same from all Responsibility of seeing to the Application thereof.

As to future Redemption of annua l Rentcharge of 50*l.*

XXXIV. And inasmuch as by the Extinguishment of the said Soke Custom and Obligation the Security for the Payment of the said annual Fee-farm Rentcharge of Fifty Pounds reserved by the said

Letters Patent may be diminished, and it is expedient that the Proprietors of the said Mills should be obliged to purchase or redeem the said Fee-farm Rentcharge, in case the Owners thereof, or the Persons for the Time being entitled to the Receipt thereof, should require them so to do: Be it therefore enacted, That it shall be lawful for the Proprietors of the said Soke Mills and they are hereby required, upon the Application in Writing, on or before the First Day of *June* One thousand eight hundred and fifty-four, of the Person for the Time being entitled to the Receipt of the said Fee-farm Rentcharge, to purchase and redeem the said Fee-farm Rentcharge; and the Consideration to be paid by the said Proprietors for such Redemption and Purchase shall be a Sum equivalent in Value to so much Capital Stock of Public Annuities transferable at the Bank of *England*, bearing Interest after the Rate of Three Pounds *per Centum*, commonly called the Three Pounds *per Centum* Consolidated Annuities and the Three Pounds *per Centum* Reduced Annuities, or One of them, as will yield an Annuity or Dividend exceeding the Amount of the said Fee-farm Rentcharge (less the Land Tax payable in respect thereof) by One Tenth Part of the said Fee-farm Rentcharge, and the Value of such Stocks shall be determined by the average current Price of the same on the Eleventh Day of *October* One thousand eight hundred and fifty-three; and such Purchase shall be completed and such Consideration paid on or before the Fifth Day of *April* One thousand eight hundred and fifty-four, together with all Arrears of the same Rentcharge then due, and in default of Payment on that Day, then Interest at the Rate of Four Pounds *per Centum per Annum* upon the Amount of the said Purchase Money from the said Fifth Day of *April* One thousand eight hundred and fifty-four until the actual Day of Payment shall also be payable and paid to the Vendors of the said Rentcharge, or to such One of them as shall be entitled for the Time being to the Receipt thereof: Provided always, that until Payment as aforesaid the Person or Persons for the Time being entitled to the said Rentcharge, or to the Interest on the said Purchase Money, shall and may have, use, and exercise, for the Recovery of such Interest, all such Powers and Remedies as by Law they or he are or is at present authorized to use for obtaining from Time to Time Payment of the Arrears of the said Fee-farm Rentcharge; and if the Person or Persons for the Time being entitled to the said Rentcharge or to the Receipt or Enjoyment thereof, or any of them, shall be under any Disability, the Clauses, Provisions, and Directions contained in the "Lands Clauses Consolidation Act, 1845," relating to the Purchase of Lands by Agreement, and enabling Parties under Disability to sell and convey, and providing for the Payment of the Amount of Compensation or Purchase Money in those Cases, and the Application thereof, shall apply to the Purchase and Redemption so to be made as aforesaid of the said Fee-farm Rentcharge, and such Clauses, Provisions, and Directions are incorporated

incorporated with this Act accordingly: Provided also, that for enabling the said Proprietors to raise and pay such Purchase Money or Compensation as aforesaid in respect of the said Fee-farm Rentcharge, it shall be lawful for the Trustees or Trustee for the Time being of the said Settlement of the Fifth Day of *August* One thousand eight hundred and twenty-five, and they and he are in like Manner hereby empowered and directed, (but subject and without Prejudice to the said Mortgage Debt of Ten thousand Pounds, whilst and so long as the same shall be unpaid,) to mortgage the said Soke Mills, Messuages, and Hereditaments, or any Part thereof, or all or any Part of the Lands and Hereditaments so to be purchased as aforesaid, for the Amount of the said Purchase Money or Compensation; and such Mortgage Debt, the Interest whereof shall be payable and paid by the Person or Persons for the Time being entitled to the Rents and Profits of the same Premises, shall be and remain a Charge upon the said Mills, Lands, or Hereditaments, and the Fee Simple and Inheritance thereof, accordingly: Provided also, that if such Purchase or Redemption as aforesaid shall be required before the said Monies herein-before directed to be deposited in the Court of Chancery shall, pursuant to any such Order or Direction as aforesaid of the said Court, have been fully paid and applied to some or one of the Purposes herein-before in that Behalf mentioned or referred to, it shall be lawful for the Court of Chancery, upon the like Application by Petition as aforesaid, and subject and without Prejudice to the said Mortgage Debt or Sum of Ten thousand Pounds, if and so long as the same shall be subsisting, to order and direct the same Monies, or such Part thereof as shall not have been so paid or applied as aforesaid, or so much thereof as shall be sufficient for that Purpose, to be applied by the said Trustees or Trustee for the Time being of the said Settlement in or towards the Purchase or Redemption in manner aforesaid of the said Fee-farm Rentcharge, and the same shall be applied accordingly.

If 18,000*l.* not paid on 1st Jan. 1854, Interest to be paid thereon.

XXXV. Provided also, That if the Balance or Residue aforesaid of the said Purchase Money or Sum of Eighteen thousand Pounds herein-before directed to be paid into the Court of Chancery shall not be so paid on or before the First Day of *January* One thousand eight hundred and fifty-four, then and in that Case there shall be also payable and paid by the Trustees to be appointed under the Provisions of this Act Interest upon such Balance or Residue of Purchase Money, or on so much thereof as shall for the Time being remain unpaid, after the Rate of Four Pounds *per Centum per Annum*, to be computed from the said First Day of *January* One thousand eight hundred and fifty-four to the Day of Payment, and such Interest (the Amount thereof to be verified in the usual Manner) shall be payable and paid into the Court of Chancery to the like Credit and in the like Manner

as

as herein-before provided and directed with respect to the Principal Monies in respect whereof such Interest shall have accrued, and shall be placed by the said Accountant General to a separate Account, entitled "*Philip Bennet* the younger, Esquire, and the Trustees of his "Marriage Settlement, and their Mortgagees, Purchase Money Interest "Account," and shall be payable and applicable to the same Person or Persons and in the same or the like Manner as herein-before provided and directed with respect to the Dividends and Interest to arise from the Stocks, Funds, or Securities in or upon which such Principal Monies, until paid or applied as aforesaid, shall or may be directed by the Court of Chancery to be invested.

Power to Court of Chancery to order Payment of certain Costs.

XXXVI. Provided also, That, in addition to and exclusive of the Costs, Charges, and Expenses herein-before mentioned and made payable as aforesaid, it shall be lawful for the Court of Chancery, upon Petition as aforesaid, to order and direct the Costs of the following Matters, including therein all reasonable Charges and Expenses incident thereto, to be paid out of the Balance of Purchase Money so to be deposited as aforesaid in the said Court; *videlicet*, of the Application and Payment of the said Purchase Money or any Part thereof in or towards all or any of the Purposes aforesaid, of the Investment of the same or any Part thereof in the Purchase as aforesaid of Lands and Hereditaments, and of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for Payment of the Dividends and Interest of the Stocks, Funds, or Securities upon which such Purchase Money or Compensation shall or may be invested as aforesaid, and for Payment out of Court of all or any Part of the said Monies, Stocks, Funds, and Securities, and of all Proceedings whatsoever relating thereto, except such as may be occasioned by Litigation between adverse Claimants.

After 1st of January, 1854, the Soke Mills, &c. to be liable to the Commissioners' Rates.

XXXVII. That from and after the First Day of *January* One thousand eight hundred and fifty-four the said Soke Mills, with the Wharves, Warehouses, Buildings, and Appurtenances thereto belonging, shall be subject and liable and shall continue to be subject and liable to all Rates and Assessments made or to be made after the First Day of *January* One thousand eight hundred and fifty-four, for all or any of the Purposes mentioned or set forth in the said Acts of the Eleventh and Thirty-sixth Years of the Reign of King *George* the Third, or either of them, or of the Public Health Act, 1848, or any Act or Acts of Parliament to enlarge or amend the same, in the same Manner as other Property of a similar Description, situate in the same Township, is or shall be subject or liable to under or by virtue of the said Acts or any of them, including all Rates and Assessments which may be made under the Authority of this Act, in the same Manner in all respects as if the said Soke Mills, with the Wharves, Warehouses, Buildings,

Buildings, and Appurtenances thereto belonging, had not been specially exempted by the said Acts of the Eleventh and Thirty-sixth Years of the Reign of King *George* the Third, or either of them.

One Moiety of the Expenses of obtaining this Act to be paid by the Proprietors of the Soke Mills.

XXXVIII. That One Moiety of the Costs, Charges, and Expenses of obtaining this Act shall be borne and paid by the Proprietors of the Soke Mills; and it shall be lawful for the Trustees and they are hereby empowered to deduct and retain One Moiety of the said Costs, Charges, and Expenses out of the said Purchase Money or Sum of Eighteen thousand Pounds; and if any Question shall arise as to the Amount of the said Costs, Charges, and Expenses, the same shall be referred to and settled by the proper Taxing Officer.

Power to Trustees to borrow Money on Mortgage.

XXXIX. That it shall be lawful for the Trustees from Time to Time or at any One Time to borrow on Mortgage such Sums of Money, not exceeding the Sum of Twenty-two thousand Pounds, as they shall from Time to Time, by an Order to be made by them at any Meeting of Trustees to be held under this Act, authorize and direct, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Rates and Assessments authorized to be made or raised by this Act.

Power to Trustees to make Assessments to raise the Sum of 18,000*l.*

XL. And to the end that the Trustees may be enabled to raise and pay the said Sum of Eighteen thousand Pounds and the Interest thereof, and also the several Costs, Charges, and Expenses herein-after mentioned, be it enacted, That it shall be lawful for the Trustees, and they are hereby required, once or oftener in every Year (as they shall see Occasion or shall think fit), to make and sign a sufficient Rate or Assessment, to be called "The Soke Rate," upon all Persons, Owners, Inhabitants, and Occupiers of Lands, Tenements, Hereditaments, and Premises within the Soke District (save and except the Owners and Occupiers of the said exempt Lands and Tenements heretofore the Possessions of the Knights Templars and of the Hospitallers or Knights of *Saint John* of *Jerusalem*, in respect of such exempt Lands and Tenements), for raising the said Sum of Eighteen thousand Pounds and Interest herein-before directed to be paid, and also all Costs, Charges, and Expenses of making or incident to or attending upon the collecting the same, and the carrying of the Purposes of this Act into execution, and the Costs, Charges, and Expenses incident to or attendant upon the obtaining of this Act (save and except the Moiety of Costs, Charges, and Expenses herein-before directed to be paid by the Proprietors of the Soke Mills): Provided always, that (except as herein-after provided) such Rates or Assessments shall not in any One Year exceed the following Sums; that is to say, the Sum of One Shilling and Sixpence in the Pound upon all Buildings and Premises used as Common Breweries, Inns, Hotels, Taverns,

Taverns, Licensed Public Houses, Beerhouses, or Beershops; the Sum of Eightpence in the Pound upon all Premises consisting of a Dwelling House and Shop or Warehouse connected together and occupied by the same Tenant, and of the net annual Value of Five Pounds or upwards; the Sum of Tenpence in the Pound upon all Dwelling Houses not connected with any Shop or Warehouse, and of the net annual Value of Five Pounds or upwards each; the Sum of Fivepence in the Pound upon all Buildings and Premises used or occupied as Malt Kilns or Flour Mills; the Sum of Threepence in the Pound upon all Manufactories, Steam Engines, Warehouses (not herein-before described), Workshops, Offices, Public Buildings, Stables, Mines, Quarries, Brickyards, and all other Buildings not herein-before specified, except Dwelling Houses under the net annual Value of Five Pounds each; the Sum of Six Shillings for every Dwelling House, whatever may be the annual Value thereof, in addition to any other Rate hereby made payable upon any such Dwelling House; all which Rates or Assessments herein-before specified shall be paid in equal Moieties by the Owners and Occupiers respectively of such Property; and the Sum of One Penny in the Pound on Land, Railways and the Sidings thereof, Canals, Navigations, Towing-paths, and all other the Property within the Soke District liable to be rated to the Relief of the Poor, and not included in any of the foregoing Descriptions, which shall be paid wholly by the Owners of such Property; and every such Rate or Assessment shall be made in such and the like Proportions as are herein-before set forth in respect of the several Classes of Property liable to be so assessed; and in case at any Time the Sum of Money which shall be so assessed and paid over to the Trustees shall not be sufficient for the Purposes for which any such Rate or Assessment was made, it shall be lawful for the Trustees and they are hereby required, either to make and sign such additional Rates or Assessments in the Proportions (as regards different Descriptions of Property) herein-before specified as shall be sufficient to make up the Deficiency of such original Rate or Assessment in manner aforesaid, or to add the Amount of such Deficiency to the Amount to be raised by the next succeeding Rate or Assessment; and in case at any Time the Sum of Money so assessed and paid over to the Trustees shall be more than sufficient for the Purposes aforesaid, the Trustees shall and they are hereby empowered to apply the same in aid of the next Rate or Assessment to be made for the Purposes aforesaid: Provided always, that all Persons who shall become resident in any Township within the Soke District, or liable to be rated to the Soke Rate, after the making of any such Rate, shall in the Soke Rate made next after they shall become resident be rated and assessed from the half-yearly Day or yearly Day (as the Case may be) next preceding the Day they became resident or liable to be rated to the Soke Rate.

XLI. That

Assessments to be made according to the Poor Rate.

XLI. That every Rate or Assessment to be made under the Authority of this Act shall be made according to the Proportion to which the Person rated shall have been rated in the last Rate made and acted upon for the Relief of the Poor of the Township or respective Townships in which the Property in respect of which he shall have been so rated is situate, or according to the Valuation herein-after authorized to be made.

Power to Trustees to make a new Valuation.

XLII. That it shall be lawful for the Trustees and they are hereby empowered, if they shall think fit so to do, to cause a Valuation to be made by One or more competent Person or Persons of all or any Part or Parts of the Property within the Soke District liable to the Soke Rate, and to assess and levy such Rates upon the Amount of the Valuation so made; and the Costs and Expenses of and attending such Valuation shall and may be paid by the Trustees out of the Funds which may come to their Hands by virtue of this Act.

Power to Trustees to inspect Poor Rates, &c.

XLIII. And for the Purpose of enabling the Trustees to make such Rates and Assessments as aforesaid it shall be lawful for the Trustees, or any Person they may appoint, at all seasonable Times, to take Copies of or Extracts from all or any of the Rates for the Relief of the Poor of each Township within the Soke District which shall then have been made, and also from each Township's last Valuation for the Time being, without paying anything for the same; and if the Overseers of the Poor, or the Person or Persons having the Custody of any such Rate or Valuation, shall refuse to permit or shall not permit the Trustees or the Person they may appoint as aforesaid to inspect the same, and to take Copies of or Extracts therefrom, the Overseers of the Poor or the Person or Persons so refusing or not permitting such Copy or Extract to be taken or made shall forfeit and pay any Sum not exceeding Five Pounds, to be levied, recovered, and applied in manner herein-after provided.

Assessments, how to be collected.

XLIV. That the Trustees shall from Time to Time, within Twenty-one Days after such respective Rates or Assessments shall have been made as herein-before mentioned, deliver a Copy thereof to the Collector for the Time being, and such Collector is hereby required to collect the Sums therein assessed accordingly, in the same Manner as the Rates made for the Relief of the Poor.

Recovery of Assessments.

XLV. That in case at any Time any Person shall refuse or neglect to pay any Sum or Sums of Money at which they shall be severally rated or assessed by virtue of this Act, and all Arrears, it shall be lawful for any One of Her Majesty's Justices of the Peace having Jurisdiction in the Matter, and he is hereby authorized and directed, by Writing under his Hand, on Complaint made by or on the Behalf of

of the Trustees, or any Officer or other Person appointed by them, to summon every or any Person who shall have refused and neglected as aforesaid to appear, at a Time and a Place to be mentioned in such Summons, before such Justice, or before any other such Justice of the Peace as aforesaid who shall be then and there present (the Collector of such Rate or Assessment having previously made Oath that he had duly demanded the said Rate or Assessment, and that the same was then in arrear and unpaid); and it shall be lawful for any Person appointed to collect and receive such Rate or Assessment, or for any other Person authorized by the Trustees, to serve such Summons upon every or any Person so refusing or neglecting to pay as aforesaid, either by delivering the same to the Person thereby intended to be summoned, or by leaving the same at his last known or usual Place of Abode; and if any Person so summoned shall refuse or neglect to attend at the Time and Place mentioned in such Summons, or if he shall attend and shall not show good and sufficient Cause to such Justice as may be then and there present that he is not chargeable with or liable to pay any such Rate or Assessment, then and in every such Case every such Person shall pay the Rate or Assessment in respect of which such Summons is issued, and also the Costs and Charges of such Summons and Service; and in all Cases where such Rate or Assessment shall not be paid, upon the Return of such Summons, it shall be lawful for the Justice who shall have signed and issued such Summons, or who shall have directed such Summons to be signed as aforesaid, or for any other Justice of the Peace having Jurisdiction in the Matter, and he is hereby authorized and required, upon Oath made before him of the due Service of such Summons by the Person who shall have served the same, and Proof on Oath that such Rate or Assessment is actually due and owing, to grant a Warrant under his Hand and Seal authorizing or directing any such Person appointed to collect such Rate or Assessment as aforesaid, or other Person, to levy such Rate or Assessment and all Arrears thereof, and the Costs and Charges of and attending the obtaining of every such Warrant, and also the Costs, Charges, and Expenses of executing the same, by Distress of the Goods and Chattels of the Person so neglecting or refusing; and if within Five Days next after any Distress shall have been made the said Rate or Assessment, with all Arrears due thereon, together with all the said Costs, Charges, and Expenses, and also the Expenses of keeping such Goods and Chattels, shall not be paid, then the said Person appointed to collect as aforesaid, or other Person authorized by the said Warrant, shall cause the said Goods and Chattels to be sold, either on the Premises where the same shall be distrained or elsewhere, or such Part thereof as in his Judgment shall be sufficient to pay the said Rate or Assessment, together with all Arrears due thereon, and all the said Costs, Charges, and Expenses, and the reasonable Costs and Charges of selling the said Goods and Chattels, and shall

return

return the Overplus (if any) to the Owner of such Goods and Chattels respectively, upon Demand thereof made by him.

Form of Distress Warrant.

XLVI. That every Warrant of Distress for Nonpayment of any such Rate or Assessment to be made under this Act may be in the Words or to the Effect following:

West Riding of Yorkshire *or* Borough of Wakefield (*as the Case may be*), to wit.

To the Collector or Collectors of the Soke Rate in the Township of in the West Riding of the County of York, and to all Constables and other Peace Officers acting for the same Township [*or* Borough].

WHEREAS the under or herein-after mentioned Persons [*or* Person] were and are [*or* was and is] duly assessed or liable to an Assessment duly made for the Purposes of an Act made in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*]: And whereas the said Persons [*or* Person] have [*or* has] refused or neglected to pay the said several Sums [*or* Sum] of Money at and against their [*or* his *or* her] Names [*or* Name] hereunder or herein-after respectively set down for Money due from them [*or* him *or* her] for or towards the Purposes in the said Act mentioned; and the said several Sums [*or* the said Sum] are [*or* is] still remaining due, in arrear, and unpaid, as appeareth upon Oath to me *A. B.*, One of Her Majesty's Justices of the Peace for the said West Riding of the County of York [*or* Borough], *as the Case may be*; and the said several Persons [*or* Person] having been summoned to appear before One of Her Majesty's Justices of the Peace for the said Riding [*or* Borough], *as the Case may be*, to answer the Premises, as also appeareth to me the said Justice upon Oath, and the said several Persons [*or* Person] so summoned [*or any of them*] not having shown any sufficient Cause why such Sums [*or* Sum] of Money should not be paid, These are therefore in Her Majesty's Name to will and require you or any of you forthwith to levy the said several Sums [*or* Sum] due from the said Persons [*or* Person], or hereafter set at and opposite to their [*or* his *or* her] Names [*or* Name] respectively, by Distress and Sale of their [*or* his *or* her] respective Goods and Chattels, such Goods and Chattels being kept for the Space of Five Days before the same are sold, rendering to them respectively [*or* him *or* her] the Overplus (if any), the reasonable Charges of and attending the obtaining of this Warrant, and of such Distress, Sale and Keeping, being first deducted; and if no sufficient Distress can be had or taken, that then you certify the same, to the end that such Proceedings may be had therein

therein as to the Law doth appertain: And I hereby strictly charge and command all and singular the Constables and other Her Majesty's Peace Officers acting for the said to be aiding and assisting in all things relating to the Premises. Given under my Hand and Seal, this Day of in the Year of our Lord One thousand eight hundred and

For recovering Rates or Assessments in case of Removal of Goods.

XLVII. And for the better enforcing the Payment of the Assessments to be made by virtue of this Act, be it enacted, That if any Person liable to pay any of the said Rates or Assessments shall at any Time begin to remove his Goods or Furniture from his House and Premises within the said Soke District, or to sell or dispose of such Goods or Furniture by public Auction, or to sell or dispose of or carry away his Goods or Furniture as aforesaid, without paying all Arrears then due or assessed in respect of or by virtue of this Act, in which the current Year or Half Year shall be considered as due, that then and in any of the said Cases it shall be lawful for the Collector for the Time being to the Trustees to collect and levy such Rates or Assessments, and all Arrears due thereon, (the Rate or Assessment for such Year or Half Year wherein such Removal or Sale shall begin to be made as aforesaid to be considered as due, although previous to the Time for Payment of the Rate or Assessment for such current Year or Half Year,) by Distress and Sale of the Goods and Chattels of the Party so beginning to remove, sell, or take away any such Goods or Furniture as aforesaid; and if within Five Days next after such Distress shall be made the said Rates or Assessments, and all Arrears due thereon, together with the reasonable Charge of taking and keeping the said Distress, shall not be paid, the said Collector shall cause the said Goods and Chattels to be sold, or such Part thereof as shall be sufficient to pay such Rates or Assessments, together with all Arrears due thereon, and the reasonable Charges of making such Distress, and keeping and selling, returning the Overplus (if any) to the Owner of such Goods and Chattels.

For the Recovery of Rates from Persons quitting their Premises.

XLVIII. That in case at any Time hereafter any Person who has been rated and assessed to or who is liable to the Payment of any Rates or Assessments which shall be made by virtue of this Act shall quit his House or Premises within any of the said Townships for or in respect whereof he shall be rated or assessed before he shall have paid any such Rates or Assessments, then and in every such Case it shall be lawful for any Person appointed to collect or receive any such Rates or Assessments (Oath being made by him that he doth suspect that such Person has removed his Goods and Chattels), by Warrant under the Hand and Seal of any One of Her Majesty's Justices of the Peace for the West Riding of *Yorkshire* or the Borough of

of *Wakefield*, as the Case may require, (and which Warrant such Justice is hereby authorized to grant,) to distrain and sell the Goods and Chattels of such Person who shall have so quitted his House or Premises before he shall have paid the same Rates or Assessments, for the Sum of Money due from any such Person by virtue of such Rates or Assessments, or any of them, or any Part thereof, and for all Costs, Charges, and Expenses occasioned by such Warrant, Distress, and Sale, in any County, City, or Place to which such Person shall have removed, in such and the same Manner as if such Person had continued in the Township from which he may have removed as aforesaid, or in any of the Precincts, Liberties, or Territories thereof.

Tenants may pay the Rates, and deduct them from the Rent.

XLIX. That the Goods and Chattels of each and every Person renting or occupying any Lands or Farms, Messuages, Cottages, Dwelling Houses, or other Buildings, in the Soke District, shall be liable to be distrained and sold for the Payment of the said Rates or Assessments respectively; and that every Person who shall pay any of such Rates and Assessments hereby charged on his Landlord or Receiver, or upon whose Goods and Chattels the same shall be levied, in pursuance of this Act, shall and may deduct the same from and out of the Rent due and payable from Time to Time to his Landlord or Receiver, for so much Money as he shall have so paid, or which shall have been levied on his Goods and Chattels in pursuance of this Act.

Persons aggrieved may appeal to Quarter Sessions.

L. Provided always, That in any Case, if any Person shall think himself aggrieved by any Rate or Assessment which shall be made in pursuance of this Act, he having first paid the said Rate or Assessment, or if any Person shall think himself aggrieved by any other Matter or Thing to be done in pursuance of this Act relative to such Rate or Assessment, every such Person may appeal to the Justices at any General or General Quarter Sessions of the Peace for the West Riding of the County of *York* within Four Months next after the Cause of Complaint shall have arisen, such Appellant giving Ten Days Notice at least in Writing of his Intention to make such Appeal, and of the Cause and Matter thereof, to the Trustees, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order of the Justices of such Session, and pay such Costs as shall be awarded against him at such Sessions; and the Justices at such Sessions shall hear and finally determine the Cause and Matter of such Appeal in a summary Way, and if they see Cause may order any Money to be returned which shall have been paid and levied in pursuance of such Rate or Assessment, and shall and may also award such Costs to the Party appealing or appealed against as they shall think proper; and their Determination therein shall be final

and

and binding and conclusive to and upon all Parties to all Intents and Purposes; and it shall be lawful for such Justices and they are hereby required, by Warrant under the Hands and Seals of any Two or more of them, to cause the Costs which shall be awarded to be levied by Distress and Sale of the Goods of the Party liable to pay the same, rendering the Overplus (if any), upon Demand, to the Owner of such Goods and Chattels, after deducting the reasonable Charges of such Distress and Sale.

Assessments may be amended by Justices at Quarter Sessions.

LI. That upon all Appeals from any Rate or Assessment made for the Purposes of this Act the Court of General or Quarter Sessions of the Peace shall and such Court is hereby authorized and required (in all Cases when they shall see just Cause to give Relief) to amend such Rate or Assessment, either by inserting therein or striking out the Name of any Person, or by altering the Sum therein charged on any Person, or in any other Manner which the said Court shall think necessary for giving such Relief, and without quashing or wholly setting aside such Rate or Assessment: Provided always, that if the said Court shall be of opinion that it is necessary, for the Purpose of giving Relief to the Person appealing, that the Rate or Assessment shall be wholly quashed, then the said Court shall also direct (if it shall so think fit) that every Sum of Money in and by such Rate or Assessment charged on any Person shall be levied and recovered by such Ways and Means, and in such and the same Manner, as if no Appeal had been made against such Rate or Assessment; and that every Sum of Money which any Person charged in such Rate or Assessment shall pay, or which shall be levied upon or recovered from him, shall be deemed and taken as Payment on account of the next effective Rate or Assessment which shall be made for the Purposes of this Act.

Directing how Assessments may be recovered when increased by Quarter Sessions.

LII. That if upon the hearing of any Appeal from or against any Rate or Assessment the said Court shall order the Name of any Person to be inserted therein, and such Person to be rated or assessed at any Sum of Money, or shall order the Sum at which any Person is therein rated or assessed to be raised or increased, then and in such Case every Sum of Money at or to which such Person shall be so ordered to be rated or assessed, or to be raised or increased, or so much thereof as shall not have been already paid, shall and may be recovered in such and the same Manner and by such and the same Means as if he had been originally named in such Rate or Assessment, and rated and assessed therein at such Sum of Money.

Proceedings not to be quashed for Want of Form.

LIII. That no Assessment or other Proceeding to be had touching any Order made, or other Matter or Thing to be done or transacted, in or relating to any Complaint or Appeal, or any Order or Determination

Determination thereon, in pursuance of this Act, shall be quashed or vacated for Want of Form only, or be removed or removable into any of Her Majesty's Courts of Record by Certiorari or any other Writ or Process whatsoever, any Law, Statute, or Usage to the contrary notwithstanding.

Distress not unlawful for Want of Form.

LIV. That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in any Proceeding relating thereto, nor shall the Party distraining be deemed a Trespasser *ab initio* on account of any Irregularity which shall afterwards be done or committed by the Party distraining, but the Person aggrieved by such Irregularity may recover full Satisfaction for the special Damage only in any Court of competent Jurisdiction.

Plaintiff not to recover after Tender of sufficient Amends.

LV. Provided always, That no Plaintiff shall recover any Damages in an Action for any Irregularity, Trespass, or wrongful Proceeding made or committed in execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed or caused to be committed any such Irregularity, Trespass, or wrongful Proceeding, before such Action brought; and in case no such Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined to pay into Court such Sum of Money as he shall see fit, whereupon such Proceeding or Order and Judgment shall be had, made, or given by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

General Power to Justices to administer Oaths.

LVI. That in all Cases where any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter of Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath or to receive the Affirmation of any Person, before such Person shall be examined by or before such Justice.

Expenses of Act.

LVII. That the Costs, Charges, and Expenses attending or incident to the obtaining and passing of this Act shall be paid by the Trustees out of the first Monies to be raised by virtue of this Act; and in case any Person shall advance and pay, or have already advanced and paid, any Money in discharge of the Expenses of applying for and obtaining this Act, such Person shall be repaid the same by the Trustees, with lawful Interest thereon.

As to Disposition of Surplus which may be in the Hands of the Trustees after carrying into effect the Purposes of the Act.

LVIII. That if there shall be any surplus Funds in the Hands of the Trustees after they shall have carried into effect the Trusts, Powers, and Authorities vested in or conferred upon them by this Act, such surplus Funds shall, within Twelve Months next after such Trusts, Powers, and Authorities shall have been so performed and executed, be divided and paid by the Trustees to the respective Overseers of the Poor for the Time being of the respective Townships within the Soke District, in proportion to the Sum actually paid by the Ratepayers in each Township to the then last Soke Rate, to be applied by such Overseers to the Relief of the Poor of the Township of which they shall then be the Overseers, in aid of the Poor Rate of such Township for the Time being.

Construction of certain Terms.

LIX. That the following Words and Expressions shall have the Meanings hereby assigned to them, unless there shall be something in the Subject or Context repugnant to such Construction; (that is to say,) the Expression "the Trustees" shall mean the Trustees for the Time being acting in the Execution of this Act; the Expression "the Soke District" shall mean the several Townships of *Wakefield*, *Alverthorpe* otherwise *Alverthorpe-with-Thornes*, *Horbury*, *Stanley-with-Wrenthorpe*, *Sandal Magna*, and *Crigglestone*, with the Liberties, Precincts, and Territories thereof respectively, in the West Riding of the County of *York*; the Expression "the Proprietors of the Soke Mills" shall mean *James Pickering Ord* of *Tenby* in the County of *Pembroke*, Esquire, *James Bunbury Blake* of *Thurston* in the County of *Suffolk*, Esquire, and *Thomas Gage Blake* of *Bury St. Edmund's* in the County of *Suffolk*, Esquire, the present Trustees of the Settlement made on the Marriage of the said *Philip Bennet* the younger and *Ann* his Wife, bearing Date the Fifth Day of *August* One thousand eight hundred and twenty-five, and other the Trustees or Trustee for the Time being of the said Settlement; the Word "Person" shall include Corporations, whether aggregate or sole; the Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure, and shall include Wharves, Railways, Canals, Navigations, and Trade Buildings, and all Buildings and Erections, of what Nature soever.

Short Title.

LX. That in citing this Act in any other Act of Parliament, or in any legal Deed, Instrument, or Proceeding, or in any Parliamentary or other Notice, it shall be sufficient to use the Expression "The *Wakefield* Soke Purchase Act, 1853."

General Saving.

LXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Owner for the Time being of the said annual Fee-farm Rentcharge of Fifty Pounds reserved by the

the said Letters Patent, and to all and every other Persons and Person, Bodies Politic and Corporate, his and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Philip Bennet* the younger and *Ann* his Wife, and the said *Philip Bennet* the Infant, and the Heirs and Assigns of the said *Philip Bennet* the younger, and the said *James Pickering Ord*, *James Bunbury Blake*, and *Thomas Gage Blake*, and other the Trustees or Trustee for the Time being of the said Settlement made on the Marriage of the said *Philip Bennet* and *Ann* his Wife, and all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, out of, or upon the said Soke Mills and Hereditaments, hath been devised or limited, or hath descended, devolved, or accrued, or shall descend, devolve, or accrue, by, from, through, under or by virtue of the said Settlement,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, out of, or upon the said Soke Mills and Hereditaments as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Saving Rights of the Crown, and the Duchy of Lancaster.

LXII. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

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