ANNO DECIMO NONO & VICESIMO

# VICTORIÆ REGINÆ.

## *Cap.* 9.

**An Act for enabling Leases for Mining, Agricultural, and Building Purposes to be made of the Estates of *John Walmesley* Esquire, deceased, and Sales of Portions thereof, and for other Purposes, the Short Title of which is "*Walmesley*'s Estate Act, 1856."**

[21st *July* 1856.]

Will of John Walmesley, Esquire, dated 19th June 182 7.

WHEREAS *John Walmesley*, late of the *Circus*, in the City of *Bath* in the County of *Somerset*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Nineteenth Day of *June* One thousand eight hundred and twenty-seven, and executed and attested so as to pass Freehold Estates, and thereby gave and devised all and singular his Manors, Messuages, Lands, Tenements, Hereditaments, and Premises situate, lying, and being in the County Palatine of *Lancaster*, and all other his Real Estate whatsoever and wheresoever, in possession, remainder, or expectancy, of or to which he should die seised or entitled, unto and to the Use of his Son *John Walmesley* and his Assigns for and during the Term of his natural Life, with a Limitation to the Use of Sir *Robert Holt Leigh* of *Whiteleigh*, in the Parish of *Wigan* in the said County of *Lancaster*, Baronet, and his Heirs, during the Life of

his (the said Testator's) said Son *John Walmesley*, in trust to preserve the contingent Remainders, with Remainder unto and to the Use of his Grandson *John Walmesley* (the eldest Son of his said Son *John Walmesley*) and his Assigns during his natural Life, with a Limitation to the Use of the said Trustee during the Life of his said Grandson *John Walmesley*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First Son of the Body of his said Grandson *John Walmesley* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all other Sons of the Body of his said Grandson *John Walmesley*, severally, successively, and in remainder according to Seniority in Tale Male, with Remainder to the Use of his Grandson *William Walmesley* (the Second Son of his said Son *John Walmesley*) and his Assigns during his natural Life, with a Limitation to the Use of the said Trustee during the Life of the said *William Walmesley*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First Son of the Body of his said Grandson *William Walmesley* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all other Sons of the said *William Walmesley*, severally, successively, and in remainder according to Seniority in Tail Male, with Remainder to the Use of his Grandson *Christopher Walmesley* (Third Son of his said Son *John Walmesley*) and his Assigns during his natural Life, with a Limitation to the Use of the said Trustee during the Life of the said *Christopher Walmesley*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First Son of the Body of the said *Christopher Walmesley* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all other Sons of the Body of the said *Christopher Walmesley*, severally, successively, and in remainder according to Seniority in Tail Male, with Remainder to the Use of his Grandson *Edward Jones Walmesley* (Fourth Son of his said Son *John Walmesley*) and his Assigns during his natural Life, with a Limitation to the Use of the said Trustee during the Life of the said *Edward Jones Walmesley*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First Son of the Body of the said *Edward Jones Walmesley* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all other the Sons of the Body of the said *Edward Jones Walmesley*, severally, successively, and in remainder according to Seniority in Tail Male, with Remainder to the Use of his Grandson *Richard Walmesley* (Fifth Son of his said Son *John Walmesley*) and his Assigns during his natural Life, with a Limitation to the Use of the said Trustee during the Life of the said *Richard Walmesley*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First Son of the Body of his said Grandson *Richard Walmesley* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all other Sons of the Body of the said *Richard Walmesley*, severally, successively, and in remainder according

according to Seniority in Tail Male, with Remainder to the Use of his (the said Testator's) own right Heirs for ever; and the said Testator, after giving certain specific Legacies, appointed the said Sir *Robert Holt Leigh* and his said Son *John Walmesley* Executors of his Will, and after bequeathing a Legacy to the said Sir *Robert Holt Leigh* he gave and bequeathed all the Residue of his Personal Estate and Effects whatsoever and wheresoever unto the said Sir *Robert Holt Leigh* Baronet and his (the said Testator's) said Son *John Walmesley*, their Executors, Administrators, and Assigns, upon the Trusts and for the Intents and Purposes therein-after mentioned and declared of and concerning the same; (that is to say,) upon trust that they the said Sir *Robert Holt Leigh* and *John Walmesley*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should, as soon after his Decease as conveniently might be, lay out and invest all the said Residue of his Personal Estate in the Purchase of Lands and Hereditaments situate, lying, and being in *Great Britain*, and convey and settle the said Lands and Hereditaments so to be purchased as aforesaid, or cause or procure the same to be conveyed and settled, to such Uses and for such Estates and Interests as are therein-before limited, expressed, and declared of and concerning his said Estate, Lands, Tenements, Hereditaments, and Premises situate in the said County Palatine of *Lancaster*, or as near thereto as the Deaths of Parties and other Circumstances would then admit of, and in the meantime and until the said Residue of his Personal Estate should be laid out and invested in such Purchase or Purchases as aforesaid should lay out and invest the same in the Public Stocks or Funds or on Parliamentary or Real Securities, at Interest; and he thereby directed that all the Interest, Dividends, and annual Produce of the said Residue of his Personal Estate, and of the Stocks, Funds, and Securities wherein or upon which the same or any Part thereof should be laid out and invested, should belong and be paid and payable to such Person or Persons as would for the Time being be entitled to the Rents and Profits of the Lands and Hereditaments so to be purchased as aforesaid in case the same were actually purchased and settled as therein-before is directed; and in the said Will is contained a Proviso that if the said Sir *Robert Holt Leigh* and *John Walmesley*, or any future Trustee or Trustees, to be appointed as therein-after mentioned, should die, or be desirous of being discharged from or decline, refuse, or become incapable to act in the Trusts thereby reposed in them, it should be lawful for the Person or Persons who for the Time being should be in the actual Possession of his said Real Estates, by Deed, to appoint new Trustees or Trustee in the Place or Stead of the Trustees or Trustee so dying, or desiring to be discharged or declining or becoming incapable to act as aforesaid, and that when any new Trustees or Trustee should be so appointed

as

as aforesaid all the Trust Monies should thereupon be assigned and transferred or otherwise effectually vested in the surviving or continuing Trustees or Trustee and such new Trustees or Trustee, or if there should be no surviving or continuing Trustees or Trustee, then in such new Trustees or Trustee only: And whereas the said *John Walmesley* the Testator died on or about the Twenty-ninth Day of *October* One thousand eight hundred and twenty-nine, leaving the said *John Walmesley*, named in his said Will, his only Son and Heir-at-Law, and the said *John Walmesley* the Grandson, *William Walmesley*, *Christopher Walmesley*, *Edward Jones Walmesley*, and *Richard Walmesley*, his Grandchildren, him surviving, and the said Will was proved by the said *John Walmesley* alone on the Fifteenth Day of *December* One thousand eight hundred and twenty-nine in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by a Deed Poll under the Hand and Seal of the said Sir *Robert Holt Leigh*, bearing Date the First Day of *June* One thousand eight hundred and thirty-six, he disclaimed every Gift, Devise, and Bequest made to him, solely or jointly, by the said Will of the said Testator *John Walmesley*, and the Executorship of the said Will, and every Trust, Power, and Authority in anywise relating to the Real and Personal Estates of the said Testator thereby devised and bequeathed: And whereas by an Indenture bearing Date the Sixth Day of *August* One thousand eight hundred and thirty-six, and made between the said *John Walmesley* the Son of the One Part, and *Walter Long* of *Road Ashton* in the County of *Wilts*, Esquire, the said *John Walmesley*, in exercise of the Power given to him by the said Will of the said Testator *John Walmesley* deceased, did appoint the said *Walter Long* to be a Trustee in the Place of the said Sir *Robert Holt Leigh* of the said Will, to the Intent and so that the said *Walter Long*, his Heirs and Assigns, separately, and the said *Walter Long* and the said *John Walmesley*, Parties thereto, and the Survivor of them, his Executors, Administrators, and Assigns, might thenceforth act in and execute the several Trusts and Purposes reposed in the said Sir *Robert Holt Leigh* and *John Walmesley*, Parties thereto, separately and jointly, by the said recited Will, and the said Testator *John Walmesley* as aforesaid, or such of them as were then subsisting; and by the said Indenture now in recital (grounded so far as it operated as a Release upon a Lease for a Year, as therein mentioned,) the said *John Walmesley* did release to the said *Walter Long* and his Heirs all the Hereditaments and Real Estate whatsoever which by the said Will were devised to the Uses aforesaid, with their Appurtenances, to hold the same unto the said *Walter Long* and his Heirs to such Uses as would then be subsisting of and concerning the same Hereditaments if the said *Walter Long* had originally been named a Trustee of the same Premises in lieu of the said Sir *Robert Holt Leigh*, and the Estates, Trusts, and Powers thereby limited to

Indenture, dated 6th Aug. 1836.

and

and vested in the said Sir *Robert Holt Leigh*, his Heirs and Assigns, had been originally given to or vested in the said *Walter Long*, his Heirs and Assigns: And whereas the said *John Walmesley*, the Grandson of the said Testator, named in his said Will, died on or about the Twenty-first Day of *April* One thousand eight hundred and thirty-two, without having been married: And whereas the said *William Walmesley* is living, and has not been married: And whereas the said *Christopher Walmesley* in the Year One thousand eight hundred and thirty-four intermarried with *Jane Wilson*, now his Wife, and he has not had any Issue: And whereas the said *Edward Jones Walmesley* died on or about the Twenty-third Day of *September* One thousand eight hundred and forty-seven, without having been married: And whereas the said *Richard Walmesley* in the Year One thousand eight hundred and forty-nine intermarried with *Ann Eliza Donaldson*, and has not had any Issue: And whereas by an Indenture bearing Date the Thirty-first Day of *October* One thousand eight hundred and thirty-three, and made between the said *William Walmesley* of the First Part, Sir *William Rawlins* of the Second Part, and *Albert William Beetham* of the Third Part, in consideration of the Sum of Two thousand nine hundred and ninety-nine Pounds to the said *William Walmesley* paid by the said Sir *William Rawlins*, he the said *William Walmesley* covenanted with the said Sir *William Rawlins* to pay to him, his Executors, Administrators, and Assigns, during the Life of the said *William Walmesley*, an Annuity of Three hundred Pounds, by equal quarterly Payments, as therein mentioned; and by the same Indenture the said *William Walmesley* granted and demised unto the said *Albert William Beetham*, his Executors, Administrators, and Assigns, all the Hereditaments at or within *Ince-within-Mackerfield* in the County Palatine of *Lancaster*, or at or within any Township, Parish, or Place thereunto next adjoining, whereof, wherein, or whereto the said Testator *John Walmesley* was at the Time of his Decease possessed or entitled for an Estate of Inheritance or other Estate or Interest, or which he had Power to dispose of by his Will, to hold the same unto the said *Albert William Beetham*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *William Walmesley* should so long live, but subject nevertheless and to take effect in possession upon the Determination of the prior Estate limited to the said *John Walmesley* the Son for his Life, by the said Will limited; and by the said Indenture now in recital the said *William Walmesley* did assign unto the said *Albert William Beetham*, his Executors, Administrators, and Assigns, all the Dividends, Interest, and annual Produce which from and after the Decease of the said *John Walmesley* the Son, and thenceforth during the Life of the said *William Walmesley*, should arise in respect of the Residue of the Personal Estate and Effects of the said *John Walmesley* the Testator, or any Part thereof, or out of the aforesaid Stocks, Funds, and Securities, or any other

Indenture, dated 31st October 1833.

Stocks, Funds, and Securities in or upon which the Residue of the Personal Estate and Effects of the said Testator or any Part thereof was or were then or should thereafter be invested, and also all the Rents, Issues, and Profits which from and after the Decease of the said *John Walmesley* the Son, and thenceforth during the Life of the said *William Walmesley*, should arise in respect of any Hereditaments in the Purchase whereof the whole or any Part or Parts of the Residue of the Personal Estate and Effects of the said *John Walmesley* the Testator, or the Produce thereof, or of the Stocks, Funds, and Securities for the same, should be laid out, pursuant to the Trusts and Provisions of the said recited Will, nevertheless upon the Trusts therein-after declared concerning the same; and it was thereby declared that the said *Albert William Beetham*, his Executors, Administrators, and Assigns, should stand possessed of the said Hereditaments, Monies, and Premises thereby demised and assigned upon certain Trusts therein declared for securing the due and regular Payment to the said Sir *William Rawlins* of the said Annuity of Three hundred Pounds; and in the said Indenture is contained a Proviso enabling the said *William Walmesley* to repurchase the said Annuity upon the Terms therein mentioned: And whereas the said Annuity was further secured by a Judgment in favour of the said Sir *William Rawlins*, confessed and entered up in the Court of Queen's Bench, for the Sum of Six thousand Pounds, by virtue of a Warrant of Attorney executed by the said *William Walmesley*: And whereas by an Indenture bearing Date the Seventeenth Day of *September* One thousand eight hundred and thirty-five, and made between the said *William Walmesley* of the one Part, and *George Keates Corfield* of *North Bank*, *Regent's Park*, in the County of *Middlesex*, and *John Dangerfield* of *Lincoln's Inn Fields* in the same County, Gentlemen, of the other Part, the said *William Walmesley* granted, bargained, sold, and confirmed unto the said *George Keates Corfield* and *John Dangerfield*, their Heirs and Assigns, all those the Freehold Messuages, Farms, Lands, Tenements, Tithes, Collieries, Hereditaments, and all and singular other the Premises devised by the said Will of the said Testator *John Walmesley*, and all other Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments of or to which the said *William Walmesley* was then seised or entitled under or by virtue of the said Will, and all and singular the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments already or to be at any Time thereafter purchased by and with the residuary Personal Estate of the said Testator or any Part thereof, or by and with the Stocks, Funds, or Securities in or upon which the same residuary Personal Estate or any Part thereof then was or at any Time thereafter should or might, in pursuance of the Trusts contained in the said Will, be laid out or invested, together with the Appurtenances to the said Hereditaments, to hold the said Hereditaments, with their Appurtenances, unto and to the Use of the said *George Keates Corfield* and *John Dangerfield*, their

Indenture of Assignment, dated 17th September 1835.

their Heirs and Assigns, during the Life of the said *William Walmesley*, subject nevertheless to the Estate for Life of the said *John Walmesley*, the Father of the said *William Walmesley*, therein, upon trust to sell the same, and it was thereby declared that the Receipts of the said *George Keates Corfield* and *John Dangerfield* for any Sum or Sums of Money payable to them by virtue of the said Indenture should be a sufficient Discharge for the same: And whereas by an Indenture bearing Date the Third Day of *May* One thousand eight hundred and thirty-seven, and made between the said *William Walmesley* of the First Part, the said Sir *William Rawlins* of the Second Part, the said *George Keates Corfield* and *John Dangerfield* of the Third Part, *Albert William Beetham* Gentleman of the Fourth Part, *Isaac Sewell* Gentleman of the Fifth Part, *Edward Thompson* Gentleman of the Sixth Part, and Sir *Peter Laurie* Knight, and *Francis Warden* Esquire, and *Archibald Cockburn* Esquire, *Henry Nelson* Esquire, and *Benjamin Boyd* Esquire, of the Seventh Part, in consideration of Two thousand seven hundred Pounds paid to the said Sir *William Rawlins* by the said Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, the said Sir *William Rawlins*, at the Request of the said Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, did assign the said Annuity of Three hundred Pounds granted to him by the said Indenture of the Thirty-first Day of *October* One thousand eight hundred and thirty-three, and also the said Judgment, unto the said *Isaac Sewell*, his Executors, Administrators, and Assigns, upon the Trusts therein-after declared; and by the said Indenture now in recital the said *Albert William Beetham*, at the Request of the said Sir *William Rawlins*, as also of the said Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, did assign unto the said *Edward Thompson*, his Executors, Administrators, and Assigns, all the reversionary Life Interest of the said *William Walmesley* in the said residuary Personal Property of the said Testator *John Walmesley* remaining in the Names of the then present Trustees of the said Will, and so assigned to the said *Albert William Beetham* as aforesaid, and all such and so many of the several Hereditaments therein-after intended to be conveyed as (together with other Hereditaments) were, by the said recited Indenture of the Thirty-first Day of *October* One thousand eight hundred and thirty-three, demised to the said *Albert William Beetham* for the said Term of Years, to hold the same unto the said *Edward Thompson*, his Executors, Administrators, and Assigns, upon the Trusts therein-after declared concerning the same; and by the said Indenture now in recital the said *George Keates Corfield* did assign unto the said *Isaac Sewell*, his Executors, Administrators, and Assigns, a certain Judgment which had been entered up by him in the Court of King's Bench against the said *William Walmesley* for the Sum of Three thousand Pounds,

Indenture, dated 3d May 1837.

Pounds, and Sixty-five Shillings Costs, for securing One thousand four hundred and sixty-five Pounds, as therein mentioned, to hold the same unto the said *Isaac Sewell*, his Executors, Administrators, and Assigns, upon the Trusts therein-after declared concerning the same; and it was thereby declared that the said *Isaac Sewell*, his Executors, Administrators, and Assigns, should stand possessed of the said Annuity of Three hundred Pounds, and of the said Judgment of and in Six thousand Pounds, and also of the said Judgment for One thousand four hundred and sixty-five Pounds, so assigned to him as aforesaid, upon trust to be preserved in force according to the subsisting Priorities of the said Charges, to protect the said Hereditaments from all mesne Incumbrances, and subject thereto in trust to permit the said Annuity and Judgments to attend the Hereditaments subject thereto; and it was thereby declared that the said *Edward Thompson* did thereby declare that the said *Edward Thompson*, his Executors, Administrators, and Assigns, should stand possessed of the said Term of Years in the Hereditaments and residuary Personal Property so assigned to him upon such Trusts as the said Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, their Executors, Administrators, or Assigns, should from Time to Time appoint, for better securing to them, after the Decease of the said *John Walmesley* the Son, the Enjoyment and the Receipt of the Rents, Issues, and Profits, Interest, and Dividends of the said Hereditaments and residuary Personal Property thenceforth during the Life of the said *William Walmesley*; and by the Indenture now in recital, for the valuable Considerations therein mentioned, the said *George Keates Corfield* and *John Dangerfield*, at the Request of the said *William Walmesley*, did grant, bargain, and sell, and the said *William Walmesley* did grant, bargain, sell, and confirm, unto the said Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, their Heirs and Assigns, all the Messuages, Lands, and Hereditaments therein and in the Indenture herein-before recited particularly described, and also all and singular other the Messuages, Lands, and Hereditaments in the County of *Lancaster* whereof or wherein the said Testator *John Walmesley*, or any Person or Persons to or for his Use or in trust for him, was at the Time of his Decease seised, possessed of, or interested in or entitled to, for any Estate of Inheritance, and which in and by his said Will were devised to the Uses therein and herein-before expressed, and also all and singular, if any, the Manors, Messuages, Lands, Hereditaments, and Real Estate whatsoever, or wheresoever situate and being, which had been purchased or contracted to be purchased by or out of any Part of the Residue of the Personal Estate of the said Testator, or the Funds and Securities in which the same had been invested, with their Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said Sir

*Walmesley's Estate Act*, 1856.

Sir *Peter Laurie*, *Francis Warden*, *Archibald Cockburn*, *Henry Nelson*, and *Benjamin Boyd*, their Heirs and Assigns, for the Life of the said *William Walmesley*, nevertheless in remainder expectant on the Decease of the said *John Walmesley*: And whereas the said *Benjamin Boyd* and *Francis Warden* both departed this Life before the Date of the Indenture next herein-after recited: And whereas by an Indenture bearing Date the Fifth Day of *July* One thousand eight hundred and fifty-three, and made between the said Sir *Peter Laurie*, *Archibald Cockburn*, and *Henry Nelson* of the one Part, and *James Gidlow* Cotton Spinner, and *Margaret Eleanor Gidlow* Spinster, and *Amelia Gidlow* Spinster, of the other Part, it was witnessed, that in consideration of the Sum of Nine thousand five hundred Pounds to the said Sir *Peter Laurie*, *Archibald Cockburn*, and *Henry Nelson* paid by the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow*, they the said Sir *Peter Laurie*, *Archibald Cockburn*, and *Henry Nelson* did grant and assign unto the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow*, their Heirs and Assigns, all the Messuages, Tenements, Farms, Lands, and other Hereditaments specifically described in the last herein-before recited Indenture, and also all and singular other the Messuages, Lands, and Hereditaments in the County of *Lancaster* wherein the said Testator *John Walmesley*, or any Person or Persons to or for his Use or in trust for him, was at the Time of his Decease seised, possessed of, interested in, or entitled to, for any Estate of Inheritance, and which in and by his said Will were given and devised, or were intended to be given and devised, to the Uses therein-before and herein-before expressed, and all the Appurtenances to the said Hereditaments belonging, to hold the same unto and to the Use of the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow*, their Heirs and Assigns, as Joint Tenants, for the Life of the said *William Walmesley*, nevertheless in remainder expectant on the Decease of the said *John Walmesley*: And whereas by an Indenture bearing Date the Eleventh Day of *February* One thousand eight hundred and fifty-six, and made between the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow* of the one Part, and the said *Richard Walmesley* of the other Part, it was witnessed, that in consideration of the Sum of Fifteen thousand one hundred and eighteen Pounds One Shilling and Eightpence paid by the said *Richard Walmesley* to the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow*, they the said *James Gidlow*, *Margaret Eleanor Gidlow*, and *Amelia Gidlow* did grant unto the said *Richard Walmesley*, his Heirs and Assigns, all the said Messuages, Lands, and Hereditaments specifically described in the last Two herein-before recited Indentures respectively, and all and singular other the Messuages, Lands, and Hereditaments in the County of *Lancaster* whereof or wherein the said Testator *John Walmesley*, or any Person or Persons to or for his Use or in trust for

Indenture, dated 5th July 1853.

Indenture, dated 11th February 1856.

for him, was at the Time of his Decease seised, possessed of, or interested in or entitled to, for any Estate of Inheritance, and which in and by the said Will were given and devised, or were intended to be given and devised, to the Use of the said *William Walmesley* for his Life, in remainder expectant on the Death of the said *John Walmesley*, to hold the same unto and to the Use of the said *Richard Walmesley*, his Heirs and Assigns, during the Life of the said *William Walmesley*, but nevertheless in remainder expectant on the Decease of the said *John Walmesley*, the Father of the said *Richard Walmesley*: And whereas under the Limitations contained in the said Will the said *John Walmesley*, the Son of the said Testator *John Walmesley*, is Tenant for Life in possession of the said Estates devised by the said Will of the said Testator, and by virtue of the Limitations contained in the said Will and of the said Indenture of the Eleventh Day of *February* One thousand eight hundred and fifty-six the said *Richard Walmesley* is entitled to the same Estates in remainder expectant on the Decease of the said *John Walmesley*, the Son of the said Testator, during the Life of the said *William Walmesley*, with Remainder to the Issue of the said *William Walmesley* in Tail, with Remainders over, as in the said Will is expressed: And whereas the said Will contains no Powers whatever except the aforesaid Power of Appointment of new Trustees, and it would be for the Benefit of the several Persons interested or entitled under the said Will and the said Indenture of the Eleventh Day of *February* One thousand eight hundred and fifty-six to the said Estates devised by the said Will, and purchased or to be purchased with the residuary Personal Estate of the said Testator, if such Powers of granting Mining, Agricultural, Building, Improving, and other Leases, and of accepting Surrender of Leases, and such Powers of Sale and Exchange, and other Powers, as are herein-after contained, were given to the Persons and in the Manner herein-after mentioned; but such Purposes cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Walmesley*, *William Walmesley*, *Christopher Walmesley*, and *Richard Walmesley* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Interpretation of Terms.

I. The following Words shall in this Act (except when the Nature of the Provision or the Context excludes such Construction) be interpreted as follows; (that is to say,) the Word "Mines" shall include Mines, Delphs, Quarries, Beds, Lodes, Veins, and Seams of Iron, Iron Ore, and Ironstone, Lead, Coal, Cannel, Culm, Jet, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, and Manganese; and the Word "Minerals"

"Minerals" shall include Iron, Iron Ore, and Ironstone, Lead, Coal, Cannel, Culm, Jet, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, and Manganese; and the Word "Rent" shall include all Tolls, Duties, Royalties, and Reservations of every Kind; and the Word "Trustees" shall mean the Trustees or Trustee for the Time being under the said Will, and unless there be something in the Subject or Context repugnant to such Construction; and the Word "Person" shall include Corporations, whether sole or aggregate.

Power to grant Mining Leases.

II. It shall be lawful for the said *John Walmesley*, the Son of the said Testator, during his Life, and after his Decease for the Person who under the Limitations of the said Will of the said Testator, or the herein-before recited Indenture of the Eleventh Day of *February* One thousand eight hundred and fifty-six, shall for the Time being be in the actual Possession of or entitled to the Receipt of the Rents of the Lands comprised in the Schedule to this Act, if such Person shall be of full Age, but if not then for his Guardian for the Time being, which said Person for the Time being hereby empowered is herein-after throughout this Act referred to as and included in the Expression "the Tenant in possession," by Deed from Time to Time to demise or lease, or concur with the Person or Persons (if any) in whom any Estate, Right, or Interest (if any) in or to the same may from Time to Time be vested in demising or leasing, all and every or any Part or Share of the Mines and Minerals, opened or unopened, in, under, or upon any of the said Lands specified in the Schedule to this Act, and either before or after the opening of the Mines or Minerals proposed to be demised or leased, and also any Part of such Lands which it may be deemed expedient to lease, with such Mines or Minerals, for the better or more effectually working the same, or which it may be deemed expedient to lease for facilitating the working of other Mines or Minerals than those within or under the said last-mentioned Lands, or for the Purpose of Wayleaves, as herein-after mentioned, to any Person or Persons, for any Term of Years not exceeding Forty Years, and to take effect in possession, or within Three Months after the making thereof, and not in reversion nor by way of future Interest.

Power to grant to Lessees the Licences, &c. herein named.

III. By any such Lease there may be granted to the Lessee, his Executors, Administrators, and Assigns, all or any of the following Licences, Authorities, Easements, and Advantages; (to wit,)

First, Licence and Authority to open such Mines, and to sink, dig, search, bore, and try for, and by Mining or open Day Work respectively win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Minerals as shall be found within, under, or upon the Mines or Ground thereby

thereby demised, or in working or in winning the same, and also all such Minerals or Materials as may be raised or brought from any other Lands:

Secondly, Licence and Authority to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cut-wins, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Water Mills and other Mills, Gins and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals or any of them within, out of, and from the Mines or Ground:

Thirdly, Licence and Authority for making, burning, and manufacturing Coke, Bricks, and Tiles for the Use of any of such Furnaces and Works, or otherwise, and for turning, bringing, and carrying Water for working the Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the Mines and Works respectively:

Fourthly, Licence and Authority for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings:

Fifthly, Licence and Authority to take and use, on any Part of the said Lands, sufficient Ground-room, Heap-room, and Pit-room for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from or be wrought, dug, or gotten out of the Mines, or from or out of any Furnaces, Brick-kilns, Manufactories, Works, or Collieries to be so erected, set up, or made, or that may be raised or brought or imported from any other Lands:

Sixthly, Licence and Authority to erect, build, set up, and to hold, occupy, and enjoy, in any convenient Places on any Parts of the Lands, all such Houses, Cottages, Hovels, Lodges, Store-rooms, Heap-rooms, Coke-hearths, Engine-houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Brick-kilns, and other Works, with such Yards, Gardens, Curtilages, Stoneyards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings, as shall from Time to Time be needful or desirable for more conveniently enjoying and working the Mines and Works respectively, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the Mines or Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals or Produce, to be respectively employed or used or gotten in or about the same, and to take down

down or remove existing Furnaces, Houses, Cottages, and Buildings, or any of them, and to erect others in lieu thereof, on other Parts of the Premises:

Seventhly, Licence and Authority to dig, get, and use Lime and other Stones, Peat, Clay, Gravel, Sand, and Spar, and other Materials, or any other Produce of the Mines, or which may be found in or on the Lands fit for the Purpose, or which may be raised or brought from any other Lands, for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences, or any of them, or any Ways or Roads:

Eighthly, Licence and Authority to have, use, and take, so far as the Person for the Time being granting such Lease may be competent to grant the same, (and without Injury or Prejudice to the Rights of Parties not claiming under the said recited Will,) all or any of the Water flowing, or which shall or may flow or be made to flow in or over all or any of the Lands, and (without Prejudice as aforesaid) to turn and convey such Water into the Mines and Works, or for working any Machinery to be so erected, or for any other Purpose connected with the beneficial working of the Mines:

Ninthly, Licence and Authority to make, have, use, and enjoy, in and upon any Parts of the said Lands, such Stoneyards and other like Easements and Privileges in, upon, out of, or over or under all or any Part of the Lands as will render the Occupation and working of the Mines, and the Deposit, Manufacture, Sale, and Carriage of the Minerals and other Produce, advantageous and convenient, or as may be reasonably required by the Person to whom any such Lease may be proposed to be granted:

Tenthly, Licence and Authority to make, construct, and set up and to use such Railways, Tramroads, and Sideways, Batteries, Cuts, and Inclined Planes, and other Roads or Ways or Watercourses, and to have and use such Wayleaves or Rights of Way (either to be specified or not), in, over, or upon or under any Part of the Lands specified in the said Schedule to this Act, as may be necessary or convenient for facilitating and transporting and carrying such Minerals from the Mines, or from any Furnace, Brick-kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works, or any of them:

Eleventhly, Licence and Authority to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Land adjoining thereto:

Twelfthly, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as may be deemed necessary

or convenient for working, winning, obtaining, or manufacturing, or rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Mines, Minerals, and Materials to be leased, or to be raised or brought or imported from any other Lands, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which any such Mines shall be, or shall be agreed upon with or required by any such Lessee.

Rent to be reserved.

IV. Provided always, That upon every such Lease there shall be reserved and made payable, yearly or oftener during the Continuance of the Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most improved yearly or other Rent, either in Money, or in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of such Lease, and considering the Circumstances of the Case, and the Responsibility of the proposed Tenant, be reasonably obtained for or in respect of the same Mines, Minerals, Powers, and Privileges respectively, either alone or together with any Lands to be comprised in such Lease, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased.

Covenants and Provisoes in Leases.

V. Provided always, That in every such Lease there shall be contained on the Part of the Lessee a Covenant for the due and punctual Payment or Delivery of the Rents thereby reserved, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the demised Premises, other than Landlord's Property Tax, and also a Proviso, Condition, or Power of Re-entry, or of making void and determining the Lease, in case the Rents thereby reserved be unpaid by any Period therein limited not exceeding Forty Days after the Time appointed for Payment or Delivery thereof, or in case of Breach of any Covenant by the Lessees in the Lease contained, and in that Behalf therein specified, and also a Power of Distress or Seizure for Rent in arrear on any Coal, Coke, Ironstone, Clay, Brick, manufactured Iron, Tram-plates, Machinery, Engines, Carriages, Rails, Tools, Working Gear, Implements, Chattels, and Effects of the Lessees, their Executors, Administrators, or Assigns, being not only in or upon the demised Premises but also on the Surface of any of the Lands under which are contained the demised Mines, Minerals, or Substances.

VI. Pro-

Lease as to Lands to cease with the Lease of any Mines.

VI. Provided always, That the Lease of all Lands to be leased, with any Mines or Minerals, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses as aforesaid, shall cease with the Lease of the same Mines or Minerals.

Provision to enable Lessor to purchase Plant.

VII. Provided always, That in every such Lease of any Mines or Minerals there shall be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that the Person for the Time being entitled, beneficially or otherwise, to the Rents reserved by such Lease, if such Person in his Discretion think fit so to do, or (if such Person shall be under Age) his Guardian, may, at the Expiration or other sooner Determination of such Lease, (he or they having given Six Months Notice in Writing of his or their Intention so to do,) purchase all or any of the Tramplates, Engines, Tools, Implements, and Utensils used by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Lands demised by such Lease, and also the unexpired Estate, Term, or Interest (if any) of such Lessee, his Heirs, Executors, Administrators, or Assigns, in any Wayleave over any other Lands used in connexion with or for the Purposes of such Mines or Minerals, at a Valuation, to be made by Three indifferent Persons or any Two of them, to be chosen within a Period by such Lease fixed, one of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators, or Assigns, and the Third by the Two Persons first chosen, and before they enter upon the Valuation, and with such Provisions in case of the Refusal or Omission to name an Umpire or make an Award within a Time limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to the Lease.

General Conditions of Leases.

Counterparts.

VIII. Provided always, That any such Lease may be made determinable by either Party, and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the Lessors and the Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements by this Act directed to be inserted therein: Provided also, that the Person to whom any such Lease shall be granted shall duly execute a Counterpart or Duplicate thereof.

Power to enter into Contracts for Leases.

IX. The Tenant in possession may enter into Contracts for granting Leases thereunder, and such Contracts may contain such Provisions with respect to the Payment of any Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, and

and of and incident to the Preparation and Execution of any Leases or Contracts thereunder, and with respect to the Surrender of any then existing Lease or Leases, as the Parties may mutually agree on; but, nevertheless, after any Lease is granted in pursuance of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity of any Party to the Lease or the Benefit thereof.

Contracts not to be Evidence of Title to Leases.

Mining Rents to be received by Trustees appointed by this Act.

X. The Rents reserved and made payable upon every Mining Lease granted under the Authority of this Act shall, during the Estate and Interest of any Tenant for Life, and during the Minority of any Tenant in Tail Male, entitled to such Rents, together with the apportionable Share, if any, accruing upon the Decease of any Tenant for Life or any such Tenant in Tail Male, be received by the Trustees, and the Trustees shall have such and the same Remedies for recovering the Payment of the said Rents by Distress or Action as the Lessor or the Tenant in possession would otherwise legally have had; but nothing in this Clause contained shall prejudice or affect the Right of such Tenant in possession to re-enter on the Premises demised by any such Lease by reason of any Forfeiture for Non-payment of Rent or otherwise.

Trustees may appoint Receiver.

XI. The Trustees or Trustee for the Time being may, if and so often as they or he shall see fit, from Time to Time appoint, by Writing under their or his Hands or Hand, any Receiver or Agent for collecting and receiving all or any of the Rents payable to them or him as aforesaid, and may remove any such Receiver or Agent, and appoint any other.

Application of Rents of Mines.

XII. The Trustees shall stand possessed of and interested in the Rents to be received by them as aforesaid upon trust, in the first place, to pay and satisfy the Costs and Expenses of receiving or recovering the same, or otherwise incurred or sustained for the Time being in or about the Execution or Performance of the Trusts of this Act, and in the next place to pay and satisfy the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and after and subject to the Payment of such Costs, Charges, and Expenses, upon trust from Time to Time to invest and apply Three equal Fourth Parts of such net Rents in the same Manner as if the same had arisen from Sales made by virtue of this Act, and to pay the remaining One Fourth of the said net Rents to the Tenant in possession.

Power to lease for Twenty-one Years.

XIII. It shall be lawful for the Tenant in possession from Time to Time, by Deed legally executed, to make any Lease of any Part of the Lands described in the said Schedule for any Term not exceeding Twenty-one Years, to take effect in possession immediately, or within Three

Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, so that the Rent be made payable half-yearly or oftener, and so that there be thereby reserved Powers of Distress and Re-entry for securing the Payment of the Rent and Performance and Observance of the Lessee's Covenants therein contained, and so that the Lessee be not thereby made dispunishable for Waste, and do execute a Counterpart of the Lease.

Power to grant Agricultural Leases.

XIV. It shall be lawful for the Tenant in possession, from Time to Time, by Deed, either referring or not referring to this present Power, to lease any of the said Lands to any Person who shall be willing to take the same for Agricultural Purposes for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so that there be reserved in every such Lease, and made payable during the Continuance of the Term thereby granted, and to be incident to the Reversion immediately expectant on the Determination thereof, the best yearly Rent which at the Time of making such Lease can be reasonably obtained for the same, and so that every such Lease shall be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same, and so as in every such Lease there be contained such Covenants, and such Clause in the Nature of a Condition of Re-entry, as herein-after in Sections 17, 18, and 20 are specified, and so that the Lessee be not by Words therein contained made dispunishable for Waste, or exempted from Punishment for committing Waste, and so that such Lessee do execute a Counterpart or Duplicate of the said Lease.

Power to grant Building Leases.

XV. It shall be lawful for the Tenant in possession, from Time to Time, by Deed, either referring or not referring to this present Power, to lease, for any Term not exceeding Nine hundred and ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons willing either substantially to rebuild upon or to repair or improve any Building upon any Part of the said Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the said Lands not built on, or willing to annex any Part of such Lands for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the same or any Part thereof, but so that in every such Lease made for the Purpose of having Buildings finished or erected and built there shall be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within

a Time to be specified for that Purpose, and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Time to be specified for that Purpose, and so that in every such Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and so that in every such Lease there be contained such Covenants, and such Clause in the Nature of a Condition of Re-entry, as herein-after in Sections 17, 19, and 20 of this Act are directed, and so that the Lessee be not by any Clause or Words therein contained made dispunishable for Waste, or exempted from Punishment for committing Waste, and so that such Lessee do execute a Counterpart or Duplicate of such Lease.

Liberties which may be comprised in Leases for building, &c.

XVI. Every Lease made under the Power last herein-before contained may be made either with or without a Grant to the Lessee, and those claiming through or under him, of all or any of the Liberties herein-after specified; (that is to say,)

First, Liberty to take down any Buildings on the Lands so leased, and to dispose of the Materials in such Manner as may be agreed on:

Secondly, Liberty to erect Villas or detached Residences, with suitable Offices, and to appropriate Parts of the Lands so leased for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Use or Convenience of the Tenants or Occupiers of such Villas:

Thirdly, Liberty to make Mill Dams, Races, Ponds, and other necessary Conveniences for Mills or Factories, and to appropriate an adequate Portion of other Parts adjacent, not exceeding Three Acres of the Land so leased:

Fourthly, Liberty to set out and appropriate any Parts of the Land so leased for the Sites of Squares, Crescents, Streets, Roads, Courts, Wharves, Ways, Avenues, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Esplanades, or other Spaces of Ground, open or enclosed, Easements and Conveniences, for the Accommodation of all or any of the Tenants or Occupiers of the Messuages and Lands described or comprised in the Schedule to this Act, and the Subject of this Power, as to the Person making such Lease shall seem reasonable, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises or any Part thereof:

Fifthly, Liberty to make under the Lands so set out and appropriated any Arches, Cellars, Sewers, Drains, or other Easements to any Houses, Buildings, or Lands:

Sixthly,

Sixthly, Liberty to dig and raise, and to use or carry away and dispose of, any Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances in, upon, or under the said Lands so leased, which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to prepare any such Stone or Slate, or manufacture any such Limestone, Earth, or Substance into Lime, Bricks, Tiles, or other Articles, and use the Matters so prepared or manufactured in such Buildings, Repairs, or Improvements as aforesaid, or sell the Things aforesaid (as may be agreed on):

Seventhly, Liberty to use and enjoy, upon such Terms as may be agreed upon, any Lands to be appropriated under the Power in that Behalf herein contained as and for Gardens, Pleasure Grounds, Esplanades, or other Spaces of Ground, open or enclosed, Easements or Conveniences, and also with or without a Grant to the Lessee or Lessees, and those through or under him or them, of Rights of Way or Water, Sewerage or Drainage, over or under any adjoining or neighbouring Land the Subject of this Power, as to the Person making such Lease shall seem reasonable, although such Land may not be comprised in such Lease or appropriated as aforesaid, and any other Liberties, Easements, or Privileges not unusual in Leases of a similar Description, which to the Person or Persons making such Lease shall seem reasonable.

What Covenants Agricultural and Building and Improving Leases under this Act must contain.

XVII. Every Agricultural, and Building, Repairing, or Improving Lease made under this Act shall contain Covenants to the Effect following, so far as they are applicable, on the Part of the Lessee, his Executors, Administrators and Assigns; (that is to say,)

First, to pay when due the Rent reserved, and all Taxes and Impositions payable by the Tenant:

Secondly, to repair, maintain, and keep the demised Premises during the Term in good and substantial Repair, with all Buildings, Fixtures, Improvements, and all Gates, Hedges, Ditches, Fences, and Drains existing or erected at any Time during the Term thereby granted, and in case of any Dwelling House or other Building being comprised in the Lease, then to keep all such Buildings insured from Loss or Damage by Fire to the Amount at least of Three Fourths of the Value thereof in some One or more of the Public Offices of Insurance for insuring against Loss or Damage by Fire, and to expend the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire:

Thirdly, to give up peaceable Possession of the demised Premises, with all Buildings, Erections, Fixtures, and Improvements thereon made

made or to be made, in good and substantial Repair and Condition, on the Determination of the Lease:

Fourthly, that it shall be lawful for the Person or Persons for the Time being entitled to the Premises in reversion immediately expectant on the Determination of the Term, or his or their Agent, at all reasonable Times to enter on and inspect the Premises.

What Covenants Agricultural Leases under this Act must contain.

XVIII. Every Agricultural Lease made under this Act shall, in addition to the Covenants enumerated in Section Seventeen of this Act, also contain Covenants to the Effect following on the Part of the Lessee, his Executors, Administrators, and Assigns; (that is to say,)

First, to manage, till, and use the Lands demised in due and regular Course of good Husbandry, so that the same shall not be in anywise injured or deteriorated:

Secondly, not to burn or permit to be burnt any Part of the Soil or Surface of the Lands demised without the previous Consent in Writing of the Person or Persons for the Time being entitled to the Premises in reversion immediately expectant on the Determination of the Term.

What Covenants Building, Repairing, and Improving Leases under this Act must contain.

XIX. Every Building, Repairing, and Improving Lease made under this Act shall, in addition to the Covenants enumerated in Section Seventeen of this Act, also contain Covenants to the Effect following on the Part of the Lessee, his Executors, Administrators, and Assigns; (that is to say,)

First, in case the Lease is made for the Purpose of having Houses or other Buildings erected and built or finished, a Covenant to build and finish, or to finish, such Houses or other Buildings within a Time therein specified for that Purpose:

Secondly, in case the Lease is made for repairing or improving a Building or Buildings already erected, or for making any other Improvements, a Covenant to make and finish the intended Repairs or Improvements within a Time to be therein specified for that Purpose.

What Conditions of Re-entry all Agricultural and building Leases must contain, and to what extent the same may be

XX. In every Agricultural, and Building, Repairing, or Improving Lease, to be made under the Authority of this Act, there shall be contained a Condition, or Clause in the Nature of a Condition, for Re-entry on Nonpayment of the Rent to be thereby reserved, or any Part thereof, at any Time, for a Period therein specified, not exceeding Forty Days, in case there shall not be a sufficient Distress found on the Premises wherewith to satisfy the Rent then due, and the Costs of such Distress, and for Nonperformance or Non-

observance

observance of any of the Covenants or Agreements therein contained on the Part of the Lessee, except such (if any) of the same Covenants and Agreements, not being those for Payment of Rent and Insurance, as the Person making such Lease shall think it reasonable to except: Provided always, that any such Condition or Clause for Re-entry may, if the Person making such Lease shall think fit, be qualified by a Proviso that no Breach of any of the Covenants or Agreements to which the said Condition or Clause of Re-entry shall extend (except of the Covenant for the Payment of the Rent and of Insurance, and of such other Covenants or Agreements (if any) as the said Person making such Lease shall think it reasonable to except,) shall occasion any Forfeiture of such Lease, or of the Terms thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action: Provided also, that the said Condition or Clause for Re-entry may, if the Person making such Lease shall think fit, be so divided or apportioned as that on Breach of any of the Covenants or Agreements to which the same shall extend (such, if any, of those Covenants or Agreements as the Person making such Lease shall think it reasonable to exclude, excepted,) it shall give a Right of Re-entry into or upon any Part or Parts only (to be in the Lease specified, and in respect of which such Breach shall have occurred,) of the Premises therein comprised, and accordingly, notwithstanding the Determination by virtue of any such Condition or Clause of Re-entry of the Term granted by such Lease as to such Part or Parts, if any, of the said Premises therein comprised, the said Condition or Clause of Re-entry, like the Covenants or Agreements contained in the said Lease, so far as they are applicable, shall remain in full Force as to the Residue of the said Premises.

qualified or apportioned.

XXI. Provided always, That there may be contained in any Lease to be made under the Authority of this Act, if the Person making such Lease shall think fit, such further or other Covenants, Agreements, Stipulations, Restrictions, Conditions, Clauses, and Provisoes as to him shall appear reasonable.

What other Covenants, Conditions, and Clauses such Leases may contain.

XXII. The Benefit of the Condition or Clause for Re-ntry to be contained in any Lease to be made under the Authority of this Act, whether reserved to the Person granting the Lease, and his Heirs and Assigns, only, or to the Person or Persons who from Time to Time, during the Continuance of the same Lease, shall for the Time being be entitled to the Reversion immediately expectant on the Term thereby granted, or in whatsoever other Way framed, shall run with and follow the

How Condition of Re-entry to enure.

the Reversion of the demised Premises, and such Condition or Clause shall accordingly be enforceable and exerciseable by Action, Suit, or other Proceeding, both at Law and in Equity, by the Person who from Time to Time during the Continuance of such Lease shall for the Time being be entitled to the same Reversion, or, if such Person shall be under Age, by his Guardian.

Power to Contract for Building, Repairing, and Improving Leases.

XXIII. It shall be lawful for the Tenant in possession to enter into any Contract in Writing for granting, under any of the Powers of leasing herein-before contained, and upon the Terms of such respective Powers, a Lease or Leases of all or any of the Lands hereby authorized to be leased, or any Part thereof respectively, together with any Buildings then standing thereon, and by such Contract to agree, when and as any Lands or Buildings thereby agreed to be let, or any Part thereof, shall be built, rebuilt, or repaired, laid out or improved, in the Manner and to the Extent to be stipulated in such Contract, to demise or lease the same Lands or Buildings, or any Part thereof, to the Person contracting to take the same as aforesaid, his Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, in such Parcels, and subject to such Portions of the yearly Rent specified in such Contracts, as shall be thought proper; and also, if the said Tenant in possession shall think the same expedient, to agree that the full yearly Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity only (to be specified in such Contract) of the Lands thereby agreed to be demised, such Quantity of Land being, when improved, of an annual Value Six Times the Amount of the Rent reserved thereon, and that the Residue of such Lands shall be demised at the yearly Rent of One Shilling, either before or after the full yearly Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity of such Land for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part of the Land thereby agreed to be demised, such competent Part being not less in annual Value than the annual Value aforesaid, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of One Shilling; and in the Case of Leases to be granted at the yearly Rent of One Shilling, to agree to grant the same either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and after any such Contract shall have been entered into, the same may be afterwards varied, modified, added to, or explained by any new Contract, provided the same be done in conformity with the Provisions of this Act; and

no

no Variation between any Contract or Contracts and the subsequent Lease shall render such Lease void or voidable, if such Lease be made in conformity with the Provisions of this Act; and no Contract for any Lease shall form any Part of the Evidence of the Title at Law or in Equity of any Person to any Lease granted in pursuance of such Contract.

Rents on Building, Repairing, or Improving Leases may increase periodically.

XXIV. The yearly Rent reserved by any Building, Repairing, or Improving Lease, or in any Contract for a Building, Repairing, or Improving Lease agreed to be reserved, may be made to commence on any Day not exceeding Three Years from the Day of the Date of the Lease or Contract, and to increase periodically, beginning with such Portion of the full Rent as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient, or as in such Lease or Contract shall be expressed, having regard to the Quantity of Land from Time to Time agreed to be demised, and to the Progress of the Buildings, Repairs, Rebuilding or Improvements to be made, and the Responsibility of the Lessee, and other Circumstances of the Case.

Every Contract to contain a Condition for vacating the same, &c.

XXV. In every Contract for a Building, Repairing, or Improving Lease, to be entered into as herein-before is mentioned, there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry upon such Part of the Land and Buildings therein comprised, and thereby agreed to be leased, as shall not have been actually leased in pursuance of such Contract, and shall not within a reasonable Time, to be by such Contract appointed, be built upon, or repaired, laid out, formed, or improved, in the Manner and to the Extent therein stipulated, and also a Clause or Condition that the Person to whom such Lease ought to be granted, in pursuance of such Contract, shall accept the same, and execute a Counterpart thereof, within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of such Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted under the Powers of leasing herein-before contained, and according to the Terms of that Power, so far as the same shall be applicable.

Power to confirm defective Leases.

XXVI. The Tenant in possession may from Time to Time confirm any Lease made or purporting to be made by virtue of this Act in any Case in which for some technical Error or Informality in granting the same such Lease is void or voidable, or is apprehended to be void or voidable, or may grant any Lease, pursuant to the Powers and subject to the Restrictions herein respectively contained, in lieu of such void or voidable Lease, and at and under a yearly Rent not less in Amount than the Rent reserved by such void or voidable Lease.

XXVII. Where

Evidence of Execution of Counterparts and Duplicates.

XXVII. Where on any Lease granted under the Powers of this Act there shall be indorsed a Memorandum signed by the Person or One of the Persons by whom such Lease was granted, acknowledging that he or they has or have received such Counterpart or Duplicate as herein-before is required to be executed of such Lease, such Memorandum shall, in favour of the Lessee, and all Persons claiming through or under him, be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

Power to accept Surrenders of Leases, and thereupon fresh Leases may be made.

XXVIII. The Tenant in possession may from Time to Time, if he think fit, accept a Surrender of any then existing Lease, Term, or Tenancy of any Lands, Mines, Minerals, or other Hereditaments hereby authorized to be leased, whether such Lease, Term, or Tenancy shall or shall not be subsisting at the Time of the passing of this Act, and, pursuant to the Powers and subject to the Restrictions herein-before contained, may grant any new Lease or Leases, or enter into any Contract or Contracts for a Lease or Leases, and afterwards accordingly grant a Lease of the same Premises, in the same Manner as if no Lease, Term, or Tenancy had been previously subsisting.

Power of Sale and Exchange.

XXIX. It shall be lawful for the Trustees, with the Consent in Writing of the Tenant in possession, to sell, or exchange for any Manors, Lands, or Hereditaments in *England* or *Wales*, all or any Part of the Lands and Hereditaments comprised in the Second Part of the Schedule to this Act, and also any Plots of Coal or Cannel under the Lands in the First Part of the said Schedule, not exceeding as to any One such Plot One *Cheshire* Acre in Extent, where the same are respectively severed from the Lands by a Fault or Faults, and without the Surface Land under which such Plots shall be, and upon any such Exchange to receive any Money for Equality of Exchange; and it shall be lawful for the said Trustees to make any such Sale either by Public Auction or Private Contract, and to insert any special or other Stipulations as to Title or Evidence of Title, Indemnity, or otherwise, in any Conditions of Sale or Contract for Sale or Exchange of the same Lands or any Part thereof, as they shall think fit, and to buy in and rescind any Contract for Sale of the said Lands or any Part thereof, and to resell the same in manner aforesaid, without being responsible for any Loss occasioned thereby; and it shall be lawful for the said Trustees by Deed to convey and assure the Lands which shall be so sold or given in Exchange unto the Purchaser or the Person with whom such Exchange shall be made, his Heirs or Assigns, or to such Uses or in such Manner as he or they shall direct or appoint, subject nevertheless and without Prejudice to any Lease, Grant, or Contract which may have been granted, made, or entered into under the Powers herein contained, but freed and discharged

discharged from all other Estates, Limitations, Uses, Trusts, Powers, Provisoes, and Declarations in and by the Will of the said *John Walmesley* and in remainder expectant on the Determination of such Estates, Limitations, or Uses as in and by this Act limited, expressed, and declared, or authorized or directed to be limited, expressed, and declared, of and concerning the same; and the Trustees shall receive all Money to arise from such Sale or for such Equality of Exchange, and shall with all convenient Speed, with such Consent in Writing as aforesaid, invest the same in the Purchase of other Lands of Freehold or Copyhold Tenure, the Copyhold not exceeding One-sixth Part in Value of the Freehold, and being respectively for an Estate of Inheritance in Fee Simple, free from Incumbrances, and convenient to be held with the Lands remaining unsold, or with some Part or Parts thereof; and all the Lands which shall be so purchased shall be conveyed or assured to the same Uses, upon and for the same Trusts, and with, under, and subject to the same Powers, Provisoes, and Declarations, as the Lands so sold or disposed of in Exchange would be then subject to if the same had not been sold or disposed of.

All Monies not ordered to be applied by the Court to be invested in Exchequer Bills or Navy Bills.

XXX. Until the Money to arise from any such Sale or upon any such Exchange as aforesaid shall have been invested as herein-before directed, or laid out in or for all or any of the Purposes by this Act authorized, or so much thereof as are not ordered by the Court to be applied in the Payment of Costs, Charges, and Expenses, shall be from Time to Time laid out, in the Name of the Accountant General of the said Court, in the Purchase of Exchequer Bills or Navy Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government shall be laid out in his Name in the Purchase of Exchequer or Navy Bills.

Exchange of Exchequer and Navy Bills.

XXXI. The Court may make such General or Special Order, if necessary, that whenever the Exchequer Bills or Navy Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills or Navy Bills shall be issued, such new Exchequer Bills or Navy Bills may be received in exchange for those which are in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and in that event the Interest of the new Bills shall (subject to the Provisions of this Act) be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Exchequer and Navy Bills to be deposited in the Bank of England.

XXXII. All such Exchequer and Navy Bills shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain until the same be, upon a Petition or Motion to be preferred or made to the said Court in a summary Way, ordered to be sold

sold by the Accountant General for completing any Purchase, or for any other of the Purposes of this Act.

Profits on Sale of Exchequer and Navy Bills.

XXXIII. If the Money arising by the Sale of any such Exchequer or Navy Bills exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then and in that Case alone the Surplus which remains after discharging the Expenses of the Application to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased and settled, pursuant to this Act, or to the Representatives of such Person.

Court of Chancery to make Order of Payment and Taxation of Costs, &c.

XXXIV. The Court of Chancery may, upon Petition or Motion preferred or made in a summary Way by the Trustees or the Tenant in possession, from Time to Time make such Orders as the Court think just for carrying into effect or otherwise facilitating the Execution of all or any of the Powers or Provisions of this Act, and for taxing and settling all Costs, Charges, and Expenses of or preliminary or incidental to the passing of this Act, and the carrying the same or any of the Powers or Provisions thereof into execution, and of making any Applications to the Court in pursuance of this Act, and also for raising and paying such Costs, Charges, and Expenses out of any Monies for the Time being subject to the Trusts declared by this Act, or out of the residuary Personal Estate of the said Testator.

General Saving.

XXXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the several Estates specified in the Schedule to this Act, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Exceptions from General Saving.

XXXVI. The following Persons are excepted out of the General Saving in this Act contained; to wit, the said *John Walmesley*, the Son of the said Testator *John Walmesley*, and his Assigns; the said *William Walmesley*, *Christopher Walmesley*, and *Richard Walmesley*, and their respective Assigns, and their respective First and other Sons, and the respective Heirs Male of the respective Bodies of such First and other Sons; and the right Heirs of the said Testator *John Walmesley*, and the said *John Walmesley* the Son as Trustee under the said Will, and his Heirs and Assigns, and all other Persons to or upon whom any Estate, Right, Title, or Interest, Claim or Demand, at

at Law or in Equity, of, in, to, out of, or affecting the said Lands specified in the Schedule hereto, or to which the Powers and Provisions of this Act are intended to extend or apply, was devised or limited by the herein-before recited Will of the said Testator *John Walmesley*.

Short Title.

XXXVII. This Act may be cited for all Purposes as "*Walmesley*'s Estate Act, 1856."

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

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

SCHE-

## SCHEDULE referred to in the foregoing Act.

### FIRST PART.

| | A. | R. | P. | A. | R. | P. |
|---|---|---|---|---|---|---|
| **UPHOLLAND.** | | | | | | |
| 1. Cottage and the Hillock | 4 | 2 | 26 | | | |
| 2. Meadow | 2 | 1 | 8 | | | |
| 3. Wood and Road | 0 | 3 | 39½ | | | |
| 4. Wham | 2 | 3 | 38 | | | |
| 5. Headland | 1 | 3 | 29 | | | |
| 6. Stubble | 2 | 0 | 37 | | | |
| 7. Half Acre | 1 | 1 | 20 | | | |
| 8. Acre | 2 | 1 | 38 | | | |
| 9. Stony Acre | 4 | 1 | 35 | | | |
| 10. Garden | 0 | 0 | 32 | | | |
| | | | | 23 | 2 | 22½ |
| 1. House, Outbuildings, Fold, &c. | 0 | 1 | 23 | | | |
| 2. Barn Meadow | 2 | 1 | 35 | | | |
| 3. Slack | 1 | 1 | 11 | | | |
| 4. Little Meadow | 2 | 2 | 0 | | | |
| 5. Big Meadow | 4 | 3 | 30 | | | |
| 6. Outlet | 2 | 3 | 25 | | | |
| 7. Rushy Hay | 2 | 2 | 34 | | | |
| 8. New Burnt Hey | 2 | 3 | 38 | | | |
| 9. Old Burnt Hey | 5 | 0 | 0 | | | |
| 10. Green Hey | 3 | 1 | 11 | | | |
| 11. Daisy Field | 3 | 1 | 7 | | | |
| 12. Horse Hey | 6 | 2 | 9 | | | |
| 13. Pingot | 0 | 2 | 34 | | | |
| 14. Calf Croft | 2 | 2 | 8 | | | |
| 15. Little Limed Croft | 1 | 2 | 26½ | | | |
| 16. Great ditto, Pits, &c. | 4 | 0 | 14 | | | |
| | | | | 47 | 1 | 25½ |
| **WIGAN—WHIRLEY.** | | | | | | |
| 1. House, Outbuilding, Road, &c. | 0 | 3 | 39 | | | |
| 2. Kiln Meadow | 1 | 3 | 37 | | | |
| 3. Christopher Meadow | 3 | 0 | 28 | | | |
| 4. Ditto | 1 | 3 | 39 | | | |
| 5. Sough Meadow | 2 | 0 | 6 | | | |
| 6. Rough Whirley | 4 | 1 | 14 | | | |
| 7. Ditto | 6 | 1 | 37 | | | |
| 8. Beck Heys | 3 | 2 | 15 | | | |
| 9. Ditto | 1 | 3 | 5½ | | | |
| 10. Barn Hey | 1 | 3 | 35 | | | |
| 11. Browy Field | 2 | 3 | 36 | | | |
| 12. Daisy Field | 3 | 0 | 21 | | | |
| 13. Bank Meadow | 6 | 0 | 39 | | | |
| 14. Great Heys | 3 | 0 | 28 | | | |
| 15. Ditto | 3 | 1 | 24 | | | |
| | | | | 47 | 1 | 3½ |
| **WIGAN.** | | | | | | |
| 1. House, Outbuildings, Yard, &c. | 1 | 2 | 1 | | | |
| 2. Garden Meadow | 2 | 1 | 12 | | | |
| 3. Round Meadow | 1 | 2 | 29 | | | |
| 4. Barn Meadow | 1 | 2 | 23 | | | |

| | A. | R. | P. | A | R. | P. |
|---|---|---|---|---|---|---|
| WIGAN—*continued.* | | | | | | |
| 5. Part of Nearer Chequer | 0 | 2 | 6 | | | |
| 6. Ditto | 0 | 3 | 25 | | | |
| 7. Late Clayton | 1 | 1 | 21 | | | |
| 8. Ditto | 0 | 3 | 8 | | | |
| 9. Part of Further Checquer | 1 | 0 | 33 | | | |
| 10. Ditto | 0 | 0 | 36 | | | |
| 11. Part of Hipping Stones | 0 | 1 | 32 | | | |
| 12. Ditto | 1 | 3 | 0 | | | |
| 13. Sites of Cottages | 0 | 1 | 15 | | | |
| | | | | 14 | 3 | 1 |
| HINDLEY. | | | | | | |
| 1. House, Outbuildings, Fold, &c. | 0 | 0 | 38 | | | |
| 2. Barn Hey | 2 | 1 | 21 | | | |
| 3. Pasture Field | 4 | 1 | 39 | | | |
| 4. Ditto | 3 | 0 | 13 | | | |
| 5. Further Close | 3 | 3 | 28 | | | |
| 6. Close | 3 | 3 | 18 | | | |
| 7. Meadow | 3 | 1 | 38½ | | | |
| 8. Croft | 0 | 3 | 32 | | | |
| | | | | 22 | 1 | 27½ |
| 1. House, Outbuildings, Fold, &c. | 0 | 3 | 9 | | | |
| 2. Tenter Croft | 1 | 0 | 28 | | | |
| 3. Poor Field | 4 | 2 | 12½ | | | |
| 4. Backside Field | 4 | 2 | 37 | | | |
| 5. Pingot | 0 | 2 | 19½ | | | |
| 6. Long Meadow | 4 | 2 | 18 | | | |
| 7. Broad Meadow | 5 | 1 | 38 | | | |
| 8. Round Meadow | 2 | 3 | 34 | | | |
| 9. Rose Croft | 4 | 2 | 8 | | | |
| 10. Lower Alder Hey | 4 | 0 | 16 | | | |
| 11. Middle ditto | 2 | 2 | 0 | | | |
| 12. Higher Alder Hey | 0 | 2 | 0 | | | |
| 13. Higher Mosses | 5 | 0 | 36 | | | |
| 14. Ditto | 4 | 3 | 8 | | | |
| 15. Sumners Close | 4 | 0 | 22 | | | |
| 16. Strangeways Close | 3 | 3 | 22 | | | |
| Pits and Waste Land | 0 | 3 | 10 | | | |
| | | | | 55 | 1 | 38 |
| 1. House, Outbuildings, Fold, &c. | 0 | 3 | 13 | | | |
| 2. Pingot | 0 | 3 | 11 | | | |
| 3. Turnpike Field | 1 | 0 | 30 | | | |
| 4. Rough Close | 4 | 1 | 24½ | | | |
| 5. Well Meadow | 1 | 3 | 37½ | | | |
| 6. Orchard Meadow | 1 | 3 | 10 | | | |
| 7. Hey Field | 3 | 1 | 9 | | | |
| 8. Little Royle | 1 | 3 | 35 | | | |
| 9. Great Royle | 3 | 0 | 32 | | | |
| | | | | 19 | 2 | 2 |
| 1. House, Outbuildings, Fold, &c. | 1 | 0 | 22 | | | |
| 2. School Croft | 1 | 0 | 36½ | | | |
| 3. Graves | 4 | 2 | 33 | | | |
| 4. Nearer Meadow | 4 | 0 | 20 | | | |
| 5. Middle Meadow | 5 | 1 | 34 | | | |
| 6. Old Meadow | 4 | 3 | 35½ | | | |
| 7. Two Acre | 4 | 1 | 14 | | | |
| 8. Stable Field | 2 | 2 | 21 | | | |
| 9. Well Field | 2 | 3 | 8 | | | |
| 10. Clover Field | 4 | 1 | 18 | | | |

| | A. | R. | P. | A. | R. | P. |
|---|---|---|---|---|---|---|
| HINDLEY—*continued.* | | | | | | |
| 11. Little Field | 1 | 3 | 3½ | | | |
| 12. Three Acre | 6 | 3 | 20 | | | |
| 13. Bank | 2 | 3 | 19 | | | |
| 14. Hongle | 2 | 1 | 16½ | | | |
| 15. Dodder Field | 3 | 2 | 7 | | | |
| 16. Woodland | 1 | 3 | 8 | | | |
| 17. Ditto | 1 | 1 | 11½ | | | |
| 18. Bank across the River | 0 | 0 | 25 | | | |
| 19. Cottage and Two Gardens | 0 | 1 | 8½ | | | |
| 20. Brow | 1 | 1 | 11½ | | | |
| 21. Meadow | 1 | 1 | 33 | | | |
| 22. Croft | 0 | 1 | 15 | | | |
| 23. Molyneux Close | 1 | 0 | 11 | | | |
| 24. Round Meadow | 1 | 2 | 39 | | | |
| 25. Nearer Wood Field | 1 | 2 | 17 | | | |
| 26. Wood<br>27. Yard | 0 | 3 | 5 | | | |
| 28. Yard Field | 1 | 1 | 1 | | | |
| 29. Further Wood Field | 3 | 3 | 29½ | | | |
| 30. Further High Field | 4 | 0 | 28 | | | |
| Pits and Waste Land | 0 | 3 | 9 | | | |
| | | | | 75 | 1 | 0 |
| WESTLEIGH. | | | | | | |
| 1. Pickley Heys | 2 | 3 | 36 | | | |
| 2. Ditto | 4 | 0 | 5 | | | |
| 3. Ditto | 4 | 0 | 3 | | | |
| 4. Pits and Waste | 1 | 0 | 14 | | | |
| | | | | 12 | 0 | 18 |
| 1. House, Orchard and Garden | 0 | 1 | 2 | | | |
| 2. Cottage and Croft | 0 | 2 | 32 | | | |
| 3. Timber Croft and Road | 0 | 2 | 38½ | | | |
| 4. Top Meadow | 1 | 1 | 35 | | | |
| 5. Lower Meadow | 2 | 2 | 10½ | | | |
| 6. Old Marled | 2 | 2 | 23½ | | | |
| 7. Ditto | 1 | 3 | 35 | | | |
| 8. Six Acre | 8 | 0 | 6 | | | |
| 9. Ditto | 8 | 3 | 32½ | | | |
| 10. Ditto | 2 | 1 | 8 | | | |
| 11. Knowle | 2 | 3 | 2 | | | |
| 12. Ditto | 3 | 3 | 32½ | | | |
| 13. Barn and Barn Fold | 0 | 2 | 36 | | | |
| 14. Old Wife's Meadow | 3 | 0 | 32 | | | |
| 15. Brook Holes | 1 | 3 | 31 | | | |
| 16. Briery Hill | 3 | 0 | 28 | | | |
| 17. Ditch Leach | 1 | 3 | 12 | | | |
| 18. Bottom ditto | 1 | 2 | 0 | | | |
| 19. Plantation | 1 | 2 | 18 | | | |
| 20. River Course and Waste | 0 | 2 | 19½ | | | |
| | | | | 45 | 3 | 34 |
| 1. House, Outbuildings, Orchard | 0 | 2 | 5 | | | |
| 2. Croft | 0 | 2 | 19 | | | |
| 3. Pitfield | 1 | 2 | 16 | | | |
| 4. Meadow | 1 | 3 | 35 | | | |
| 5. Midge Meadow | 2 | 2 | 32 | | | |
| 6. Rushy Field | 2 | 2 | 0 | | | |
| 7. Pingot | 0 | 2 | 36 | | | |
| 8. Little Acre | 0 | 3 | 30 | | | |
| 9. Ditto | 0 | 3 | 5 | | | |
| | | | | 12 | 1 | 18 |

| | A. | R. | P. | A. | R. | P. |
|---|---|---|---|---|---|---|
| WESTLEIGH—*continued.* | | | | | | |
| 1. House, Field, Garden, &c. | 0 | 1 | 23 | | | |
| 2. Barn Field | 2 | 0 | 2 | | | |
| 3. Nearer Clay Acre | 2 | 0 | 31 | | | |
| 4. Further ditto | 2 | 1 | 25 | | | |
| 5. Heying Field | 1 | 3 | 14 | | | |
| 6. Croft | 0 | 3 | 22 | | | |
| 7. Little Meadow | 1 | 0 | 20 | | | |
| 8. Rough Field | 2 | 0 | 12 | | | |
| | | | | 12 | 3 | 29 |
| LEIGH. | | | | | | |
| 1. Homestead, Orchard, &c. | 0 | 3 | 13 | | | |
| 2. Croft | 0 | 3 | 9 | | | |
| 3. Church Field | 3 | 0 | 7 | | | |
| 4. Kenyon Field | 1 | 1 | 39 | | | |
| 5. Stock, Plantation, Meadow | 2 | 0 | 4 | | | |
| 6. Broad Meadow | 4 | 3 | 33 | | | |
| 7. Red Meadow, East | 2 | 1 | 31 | | | |
| 8. Ditto, West | 2 | 0 | 0 | | | |
| 9. Cross Fields | 3 | 2 | 9 | | | |
| 10. Great Pasture | 2 | 2 | 36 | | | |
| 11. Higher Field, West | 2 | 0 | 6 | | | |
| 12. Ditto, East | 0 | 3 | 7 | | | |
| 13. Horse Shoe | 4 | 1 | 35 | | | |
| 14. Nearer Pasture | 1 | 3 | 6 | | | |
| 15. Meadow | 2 | 1 | 4 | | | |
| 15a Nearer Pasture Field | 2 | 0 | 25 | | | |
| 16. Further Horse Shoe | 3 | 2 | 34 | | | |
| 17. Great Slacky Hey | 6 | 2 | 1 | | | |
| 18. Little ditto, East | 4 | 0 | 26 | | | |
| 18a Little ditto, West | 0 | 0 | 17 | | | |
| 19. Burnt Earth | 4 | 0 | 28 | | | |
| 19a Ditto, West | 0 | 0 | 32 | | | |
| 20. Nearer Middle Burnt Earth | 2 | 0 | 18½ | | | |
| 21. Far ditto | 2 | 2 | 2 | | | |
| 22. Further Burnt Earth | 5 | 0 | 12 | | | |
| 23. Nearer ditto | 4 | 1 | 37 | | | |
| 24. House and Garden | 0 | 0 | 32 | | | |
| 25. Ditto | 0 | 0 | 17 | | | |
| 26. Cottages and Gardens | 0 | 1 | 8 | | | |
| 27. Public House and Yard | 0 | 0 | 27½ | | | |
| | | | | 71 | 0 | 37 |
| Total Acres | | | | 460 | 0 | 26 |

## SECOND PART.

And also all Chief Rents, amounting in the whole to about *25l.*, arising in the Township of Westleigh and Parish of Wigan, and all (if any) Tithes, commuted Rents-charge in lieu of Tithes, Chief Rents, Fee-farm Rents, and other Rents-charge devised by the said Will of the Testator, John Walmesley.

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