ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. 18.

An Act to enable the Trustees of the Will of *William Ward Jackson*, deceased, to grant Mining, Building, and Improving Leases of and to open and work Mines in the Estates thereby devised upon Trusts by way of Settlement; and for other Purposes; and of which the Short Title is "*Ward Jackson*'s Estate Act, 1853."

[15th *August* 1853.]

Indenture of Settlement, dated 29th June 1803.

WHEREAS by an Indenture of Release and Settlement bearing Date on or about the Twenty-ninth Day of *June* One thousand eight hundred and three, made between *William Ward Jackson* of *Normanby* in the County of *York*, Esquire, since deceased, of the First Part, *Susanna Louisa Martin Jackson*, afterwards the Wife and now the Widow of the said *William Ward Jackson*, then *Susanna Louisa Martin Atkins* Spinster, of the Second Part, *Atkins Edwin Martin Atkins* of *Kingston Lisle* in the County of *Berks*, Esquire, *Robert William Halhed* of the Priory near *Reading* in the said County of *Berks*, Esquire, *George Duckett* of *Davies Street* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, Esquire, now Sir *George Duckett* Baronet, and *Henry Hippisley* of *All Souls College*, *Oxford*, Clerk, of the Third Part,

(grounded on a previous Bargain and Sale for a Year, and being the Settlement made in contemplation of the Marriage then intended and shortly afterwards solemnized between the said *William Ward Jackson* and the said *Susanna Louisa Martin Jackson*,) all that Capital Messuage or Mansion House in *Normanby* aforesaid, and other the Messuages or Tenements, Lands and Hereditaments, therein particularly described, and all other the Messuages, Lands, and Hereditaments whatsoever situate, lying, and being in or within the Town, Townships, Precincts, or Territories of *Normanby* aforesaid, or elsewhere within the Parishes of *Eston* and *Ormesby*, or either of them, in the said County of *York*, which were devised to or in trust for the said *William Ward Jackson*, deceased, by the Will of his Father *Ralph Jackson* Esquire, with their Rights, Members, and Appurtenances, were conveyed and assured or limited, subject to the Mortgage therein mentioned (which has since been paid off and discharged), to the Use of the said *William Ward Jackson*, deceased, and his Heirs, until the said intended Marriage, and from and after the Solemnization thereof to the Use of the said *William Ward Jackson*, deceased, and his Assignees, during his natural Life, Remainder to the Use and Intent that the said *Susanna Louisa Martin Jackson* and her Assigns might immediately from and after the Decease of the said *William Ward Jackson*, in case she should happen to survive him, receive and take during her natural Life by and out of the said Hereditaments and Premises the annual Rent or yearly Sum of Five hundred Pounds, without any Deduction or Abatement whatsoever, to be payable by equal quarterly Payments on the Days therein mentioned, with the usual Powers of Distress and Entry, and Perception of the Rents and Profits, for better securing the due Payment of the said Annuity or yearly Sum which it was thereby declared was so limited to her in full for her Jointure and in bar of Dower; and subject and charged with the said annual Rent or yearly Sum of Five hundred Pounds, and the Remedies and Powers thereby given for securing and recovering the same, to the Use of the said *Atkins Edwin Martin Atkins*, *Robert William Halhed*, Sir *George Duckett*, and *Henry Hippisley*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years from thence next ensuing, without Impeachment of Waste, upon the Trusts therein-after declared for better securing the due Payment of the said annual Rent or yearly Sum of Five hundred Pounds, and all Costs, Charges, Damages, and Expenses occasioned by the Nonpayment thereof; and from and immediately after the End or other sooner Determination of the said Term of Two hundred Years, and subject in the meantime thereto and to the Trusts thereof, to the Use of the said *William Ward Jackson*, deceased, his Heirs and Assigns for ever: And whereas the said *Atkins Edwin Martin Atkins* died on or about the First Day of *May* One thousand eight hundred and twenty-five,

five, and the said *Robert William Halhed* died in the Year One thousand eight hundred and thirty-six, and the said *Henry Hippisley* died in the Year One thousand eight hundred and thirty-eight: And whereas under or by virtue of an Indenture bearing Date on or about the Twenty-third Day of *March* One thousand eight hundred and thirty-nine, and made between *John Cook* of *Thedingworth* in the County of *Leicester*, Esquire, and the Reverend *George Cook* of *Barton Court* in the County of *Berks*, Clerk, therein described as Executors of the said *Atkins Edwin Martin Atkins*, deceased, of the First Part, *Charles Lancelot Hoggart* of *Broad Street Buildings* in the City of *London*, Esquire, and *Thomas Glover Kensitt* of *Skinners' Hall* in the said City, Gentleman, therein described as Executors of the said *Robert William Halhed*, deceased, of the Second Part, the said Sir *George Duckett* of the Third Part, the said *William Ward Jackson*, deceased, and *Susanna Louisa Martin* his Wife of the Fourth Part, *Edwin Martin Atkins* of *Kingston Lisle* in the County of *Berks*, Esquire, of the Fifth Part, Sir *Gregory Allnutt Lewin* of *Harley Street* in the County of *Middlesex*, Knight, Barrister-at-Law, of the Sixth Part, and *Isaac Henry Tyas* of *Beaufort Buildings* in the *Strand* in the said County of *Middlesex*, Gentleman, of the Seventh Part, and of a certain Deed Poll endorsed on the same Indenture bearing Date on or about the Twenty-fourth Day of *March* One thousand eight hundred and thirty-nine, under the Hand and Seal of the said *Isaac Henry Tyas*, in pursuance and execution of the Power or Authority in the said Indenture of the Twenty-ninth Day of *June* One thousand eight hundred and three for that Purpose contained, the said *Edwin Martin Atkins* and Sir *Gregory Allnutt Lewin* were by the same several Executors in whom the Power of appointing new Trustees of the said last-mentioned Indenture was then vested duly appointed Trustees in the Places of the said *Atkins Edwin Martin Atkins* and *Robert William Halhed*, deceased, for all the then subsisting Purposes of the said last-mentioned Indenture, and all and every the Messuages, Tenements, Farms, Lands, Hereditaments, and Premises by the same Indenture limited to the Use of the said *Atkins Edwin Martin Atkins*, *Robert William Halhed*, Sir *George Duckett*, and *Henry Hippisley*, for the Term of Two hundred Years, as herein-before mentioned, with the Appurtenances, were duly assigned to and vested in the said Sir *George Duckett*, *Edwin Martin Atkins*, and Sir *Gregory Allnutt Lewin* for the Residue of the same Term, then to come and unexpired, upon the Trusts expressed and declared of and concerning the same by the said Indenture of the Twenty-ninth Day of *June* One thousand eight hundred and three, or such and so many of the said Trusts as were then subsisting and capable of taking effect:

Appointment of New Trustees of Settlement, 23rd March 1839.

And whereas the said *William Ward Jackson*, deceased, made and published his last Will and Testament in Writing bearing Date on or

Will of William Ward Jackson, de-

ceased, dated 3rd May 1832.

or about the Third Day of *May* One thousand eight hundred and thirty-two, executed and attested as by Law was then required for the devise of Freehold Estates of Inheritance, and thereby after devising all the Estates which at the Time of his Decease should be vested in him upon any Trust or Trusts, or by way of Mortgage, and certain Messuages or Farms in the Parishes of *Gisborough*, *Easington*, and *Roxby*, in the North Riding of the County of *York*, and all that Land in Wood or Plantation in his the said Testator's own Tenure or Occupation situated adjoining to the Two last-mentioned Farms, and all that his Quarter Part or Share of *Boulby* Alum Works in the Parishes or Townships of *Easington* and *Boulby* in the said County of *York* in manner therein mentioned, the said Testator gave and devised his Mansion House at *Normanby*, with all the Appurtenances thereunto belonging, and all and singular other his Messuages, Farms, Lands, Tenements, and Hereditaments, and Real Estates whatsoever, situate, lying, and being in the several Townships, Precincts, or Parishes of *Normanby*, *Eston*, *East* and *West Upsal*, *Morton*, and *Ormesby*, and also his Interest in a Lease of the Small Tithes of *Eston* and *Normanby* for Twenty-one Years, granted to him by the then Archbishop of *York* in or about the Year One thousand eight hundred and twelve, and renewed in or about the Years One thousand eight hundred and nineteen or One thousand eight hundred and twenty, and all the Real Estates whatsoever and wheresoever over which he had a disposing Power (not therein-before devised), unto and to the Use of the said Sir *Gregory Allnutt Lewin*, *Robert Surtees* of *Mainsforth* in the County of *Durham*, Esquire, *Joseph Scott* of *Badsworth* in the West Riding of the County of *York*, Esquire, and the said *Edwin Martin Atkins*, their Heirs and Assigns for ever, subject to the Trusts of his said Marriage Settlement, upon the Trusts and for the Intents and Purposes hereinafter mentioned and declared of and concerning the same; (that is to say,) he declared and directed that the said Sir *Gregory Allnutt Lewin*, *Robert Surtees*, *Joseph Scott*, and *Edwin Martin Atkins*, and their Heirs, should stand and be seised of and interested in all the said Messuages, Farms, Lands, and Hereditaments situate in the said Parishes or Townships of *Normanby*, *Eston*, *East* and *West Upsal*, *Morton*, and *Ormesby*, and all other his Real Estates whatsoever and wheresoever over which he had a disposing Power, and therein last before devised, subject to the Trusts therein-before declared concerning the same, in trust for his eldest Son *George Edwin Ward Jackson* and his Assigns for the Term of his natural Life; and from and after his Decease in trust for the First Son of the said *George Edwin Ward Jackson* lawfully to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *George Edwin Ward Jackson*

Jackson lawfully begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and take before the younger of them and the Heirs Male of his or their Body or respective Bodies; and in default of such Issue, in trust for his the said Testator's Son *William Ward Jackson* and his Assigns for the Term of his natural Life, without Impeachment of Waste; and from and after the Decease of the said *William Ward Jackson*, in trust for the First Son of the said *William Ward Jackson* lawfully to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *William Ward Jackson* lawfully to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and take before every younger of them and the Heirs Male of his or their Body or Bodies; and in default of such Issue in trust for his the said Testator's Son *Ralph Ward Jackson* and his Assigns for the Term of his natural Life, without Impeachment of Waste; and from and after the Decease of the said *Ralph Ward Jackson*, in trust for the First Son of the said *Ralph Ward Jackson* lawfully to be begotten and of the Heirs Male of the Body of such First-born Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other Son and Sons of the said *Ralph Ward Jackson* lawfully to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and to take before every younger of them and the Heirs Male of his or their Body or Bodies; and in default of such Issue, in trust for his the said Testator's Son *Edwin Ward Jackson* and his Assigns for the Term of his natural Life; and from and after the Decease of the said *Edwin Ward Jackson*, in trust for the First Son of the said *Edwin Ward Jackson* lawfully to be begotten and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *Edwin Ward Jackson* lawfully to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of

the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and take before every younger of them and the Heirs Male of his or their Body or Bodies; and in default of such Issue, in trust for his the said Testator's Son *Francis Halhed Ward Jackson* and his Assigns for the Term of his natural Life; and from and after the Decease of the said *Francis Halhed Ward Jackson*, in trust for the First Son of the said *Francis Halhed Ward Jackson* lawfully to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *Francis Halhed Ward Jackson* lawfully to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and taken before every younger of them and the Heirs Male of his or their Body or Bodies; and in default of such Issue, in trust for his the said Testator's Son *Cyril Jackson* and his Assigns for the Term of his natural Life; and from and after the Death of the said *Cyril Jackson*, in trust for the First Son of the said *Cyril Jackson* lawfully to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *Cyril Jackson* lawfully to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and to take before every younger of them and the Heirs Male of his or their Bodies; and in default of such Issue, in trust for his the said Testator's Son *Robert Ward Jackson* and his Assigns for the Term of his natural Life; and from and after the Death of the said *Robert Ward Jackson*, in trust for the First Son of the said *Robert Ward Jackson* lawfully to be begotten and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other Son and Sons of the said *Robert Ward Jackson* lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and to take before every

younger

younger of them and the Heirs Male of his or their Bodies; and in default of such Issue, in trust for his the said Testator's Daughter *Mary Ward Jackson* and her Assigns for the Term of her natural Life; and from and after the Decease of the said *Mary Ward Jackson*, in trust for the First Son of the said *Mary Ward Jackson* lawfully on her to be begotten and of the Heirs Male of the Body of such First Son lawfully issuing; and in default of such Issue, in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the said *Mary Ward Jackson* lawfully on her to be begotten, successively and in remainder, one after another, as they and every of them should be in seniority of Age, and for the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and to take before every younger of them and the Heirs Male of his or their Bodies; and in default of such Issue, in trust for his the said Testator's own right Heirs, their Heirs and Assigns for ever: Provided always, and the said Testator thereby declared, that although he had not by his said Will made the several Estates for Life and in Entail therein-before given without Impeachment of Waste, yet it was his Wish and Intention that the Parties in possession of his said Entailed Estates should have the Power of cutting, felling, and disposing of such Trees and Wood on the said Estate or any Part thereof as might be necessary or deemed expedient for the judicious thinning of the said Wood and Culture and Improvement thereof, not committing any wilful Waste or interfering with the Timber and Timber-like Trees until Symptoms or Appearances of Decay should have begun to manifest itself in them; and in the said Will is contained a Power enabling the said Sons of the said Testator, as and when they should respectively be in the present Perception of the Rents, Issues, and Profits thereof, by any Deed or Deeds to be executed and attested as therein mentioned, to appoint any annual Rent or yearly Sum not exceeding Two hundred Pounds to be issuing out of all or any Part of the same Premises, with the usual Powers of Distress and Entry, and a Term for better securing the same, unto any Woman or Women with whom they might respectively happen to intermarry, as well before as after Marriage, but so as to take effect only and have Continuance during the Life or Lives of such Woman or Women, and to be either in full for or in part of her or their Jointure or Jointures; and in the said Will is also contained a Power for the said Trustees and the said Sons and Daughter of the said Testator to demise all or any Part or Parts of his the said Testator's last-mentioned Messuages, Lands, Tenements, and Hereditaments for any Term of Years not exceeding Twenty-one Years in possession, so as the Lessees be not made dispunishable of Waste; and the said Testator by his said Will declared that if the said Sir *Gregory Allnutt*

Ward Jackson's Estate Act, 1853.

Allnutt Lewin, *Robert Surtees*, *Joseph Scott*, and *Edwin Martin Atkins*, or any of them, should die or refuse or decline to act in the Trusts of his said Will, then a new Trustee or Trustees might be appointed by the surviving or continuing Trustee or Trustees, and the said Trust Estate and Premises should in that Case be conveyed so as to be vested in such new and surviving or continuing Trustees, upon the same Trusts and with the same Powers as were therein-before mentioned and declared, and so from Time to Time as often as that should happen; and the said Testator appointed the said Sir *Gregory Allnutt Lewin*, *Robert Surtees*, *Joseph Scott*, and *Edwin Martin Atkins* Executors of his said Will: And whereas the said Testator duly made and published a Codicil to his said Will bearing Date on or about the Twenty-first Day of *January* One thousand eight hundred and thirty-three, executed and attested as by Law was then required for the Devise of Freehold Estates of Inheritance, and thereby after reciting or noticing that since the Date and Execution of his said Will an Agreement entered into by him and his Wife *Susanna Louisa Jackson* for the Sale to *John Cook* Esquire and the Reverend *Joseph George Cook* Clerk, the Trustees and Executors of the Will of his late Brother-in-law *Atkins Edwin Martin Atkins* Esquire, deceased, of the Moieties, Half Parts, or Shares intended for his said Wife *Susanna Louisa Jackson* in the Freehold, Copyhold, and Leasehold Manors, Messuages, Lands, Tenements, and Hereditaments, and Personal Estate and Effects, late the Property of *Abraham Atkins* of *Kingston Lisle* aforesaid, deceased, or purchased since his Decease, with his Estate and Effects, under an Arrangement made of the same Estate and Effects by Indentures of Lease and Release bearing Date respectively the Nineteenth and Twentieth Days of *February* One thousand eight hundred and fifteen, had under the Direction of the High Court of Chancery been lately carried into effect, and the same Moieties, Half Parts, or Shares conveyed unto *Edward Vines* of *Reading* in the County of *Berks*, Esquire, on behalf of the said Trustees and Executors of his said late Brother-in-law's Will, and that upon investigating the Title Doubts were entertained whether such Moieties, Half Parts, or Shares were legally vested in his the said Testator's said Wife *Susanna Louisa Jackson*, or whether the same would not upon her Death vest in the Person or Persons who would then be her Heir or Heirs at Law; and in order to enable the said Agreement for Sale of the same to proceed and be carried into effect the said Testator was obliged to execute a Deed of Indemnity to the said *John Cook* and the Reverend *Joseph George Cook* over his Mansion House and certain Parts of his Lands and Grounds at *Normanby* aforesaid, by his said Will devised and settled as in such Will mentioned, and also to give and execute a Bond to the said *John Cook* and *Joseph George Cook* in the penal Sum of Twenty thousand

Codicil to the Will of William Ward Jackson, dated 21st January 1833.

thousand Pounds, conditioned that the Person or Persons who should be the Heir or Heirs at Law of his said Wife at her Decease should, within Three Calendar Months next after her Decease, release, convey, assign, and assure the said Moieties or Half Parts or Shares unto the said *Edward Vines*, his Heirs, Executors, Administrators, or Assigns, or so that the same might be well and effectually limited and settled upon the Trusts of the said Will of the said *Atkins Edwin Martin Atkins* deceased; he the said Testator, in order to make it as much as possible the Interest of the Person or Persons who should be the Heir or Heirs at Law of his said Wife at her Decease, and who must be some of his Children in his said Will named or their Issue, to make such Release, Conveyance, Assignment, and Assurance as aforesaid, did thereby declare it to be his Will, and did thereby expressly order and direct, that in case the Person or Persons who should be the Heir or Heirs at Law of his said Wife *Susanna Louisa Jackson* at her Decease should not within the Space of Three Calendar Months after her Decease, if then of the Age of Twenty-one Years, or if under that Age within such Space of Three Calendar Months after attaining that Age, release, convey, assign, and assure the said before-mentioned Moieties, Half Parts, or Shares in manner provided by the before-mentioned Deed of Indemnity and Bond, such Person or Persons should forfeit and lose absolutely for themselves and their Issue for ever any Estate for Life or in Tail or distributive Share and Interest they might be entitled to or would otherwise have taken under the Trusts and Provisions of his said Will in the Real and Personal Estates devised and bequeathed by his said Will or otherwise in respect thereof, it being his Will and Intention that no Person or Persons who should be the Heir or Heirs at Law of his said Wife *Susanna Louisa Jackson* at her Decease should have or take or be allowed to retain any Interest or Benefit under his said Will without releasing, conveying, assigning, and assuring the said Moieties, Half Parts, or Shares, so that his said Mansion House and Lands at *Normanby* and his Real and Personal Estate might be fully and effectually exonerated and discharged from the said Deed of Indemnity and Bond so given and entered into by him as aforesaid, and all Loss, Damages, and Expenses in respect of such Deed and Bond, or either of them: And whereas the said Testator died on or about the First Day of *February* One thousand eight hundred and forty-two, leaving the said *George Edwin Ward Jackson* his eldest Son and Heir at Law, and without having altered or revoked his said Will so far as regards the said Hereditaments thereby devised as aforesaid, except so far as the same is altered by the said Codicil: And whereas the said Will and Codicil, together with another Codicil which was unattested, were proved by the said Sir *Gregory Allnutt Lewin* and *Edwin Martin Atkins* in the Exchequer and Prerogative Court of *York* on

the Twenty-sixth Day of *April* One thousand eight hundred and forty-two: And whereas the said *George Edwin Ward Jackson*, on or about the Sixth Day of *June* One thousand eight hundred and forty-three, intermarried with *Sarah Marshall Watson* Spinster, who is still living, but the said *George Edwin Ward Jackson* hath never had any Issue: And whereas the said *William Ward Jackson*, the Son, is married, but hath never had any Issue: And whereas the said *Ralph Ward Jackson*, on the Thirtieth Day of *December* One thousand eight hundred and twenty-nine intermarried with *Susannah Swainson*, and has had Issue Two Sons only, namely, *William Charles Ward Jackson*, his eldest Son, who is now living, and an Infant of the Age of Twenty Years or thereabouts, having been born on or about the Twenty-ninth Day of *March* One thousand eight hundred and thirty-three, and *Ralph Ward Jackson*, who died on or about the Twelfth Day of *July* One thousand eight hundred and forty-two: And whereas the said *Edwin Ward Jackson* hath never had Issue any Son: And whereas the said *Francis Halhed Ward Jackson* is now living, and has never been married: And whereas the said *Robert Ward Jackson* hath never had any Issue: And whereas the said *Cyril Jackson* died on or about the Second Day of *June* One thousand eight hundred and forty-eight without having been married, and the said *Mary Ward Jackson* died on or about the Twenty-fifth Day of *August* One thousand eight hundred and forty-four without having been married: And whereas by an Indenture bearing Date on or about the Fifth Day of *June* One thousand eight hundred and forty-three, made between the said *George Edwin Ward Jackson* of the First Part, the said *Sarah Marshall Jackson* his Wife, then *Sarah Marshall Watson* Spinster, of the Second Part, and the said Sir *Gregory Allnutt Lewin*, *Isaac Henry Tyas*, and *Francis Day Chalmer* of *Cheltenham* in the County of *Gloucester*, Esquire, and *Joseph Cooper Straford* of *Cheltenham* aforesaid, Esquire, of the Third Part, and as to the Execution of the said *George Edwin Ward Jackson*, duly attested, in consideration of the said Marriage then intended between the said *George Edwin Ward Jackson* and *Sarah Marshall Jackson*, and in exercise and execution of the Power given to him, *George Edwin Ward Jackson*, in that Behalf by the said recited Will as aforesaid, the said *George Edwin Ward Jackson* did grant, limit, and appoint unto the said *Sarah Marshall Jackson* and her Assigns, during the Term of her natural Life, in case the said Marriage should take effect, and she should survive him, One annual Sum or yearly Rentcharge of Two hundred Pounds, to be issuing out of and charged upon all that and those the Messuage or Mansion House, Farms, Lands, and Hereditaments therein-after described and intended to be thereby demised, being Part of the Hereditaments devised to or in trust for the said *George Edwin Ward Jackson* for his Life by the said recited Will as aforesaid, with their Appurtenances, the

Indenture, dated 5th June 1843.

the said annual Sum or yearly Rentcharge of Two hundred Pounds to be for the Jointure of the said *Sarah Marshall Jackson*, and in Bar of Dower, and to commence at the Expiration of Six Calendar Months next after the Decease of the said *George Edwin Ward Jackson*, with the usual Powers of Distress, Entry, and Perception of the Rents and Profits for securing the due Payment of the same yearly Rentcharge; and by the same Indenture, for better securing the Payment of the said Jointure or yearly Rentcharge of Two hundred Pounds, the said *George Edwin Ward Jackson*, in further pursuance of the Power to him in that Behalf given by the said recited Will, and by force and virtue thereof, did limit, appoint, and demise all that Capital Messuage or Mansion House called *Normanby Hall*, and other the Lands, Tenements, and Hereditaments therein particularly described, being Part of the said Hereditaments devised in trust for him the said *George Edwin Ward Jackson* as aforesaid, with the Appurtenances, unto the said Sir *Gregory Allnutt Lewin*, *Isaac Henry Tyas*, *Francis Day Chalmer*, and *Joseph Cooper Straford*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of the Decease of the said *George Edwin Ward Jackson*, and thence next ensuing, without Impeachment of Waste, upon the Trusts therein-after expressed and declared for securing and recovering the said yearly Rentcharge: And whereas the said *Robert Surtees*, One of the Trustees named in the said recited Will, died in or about the Month of *February* One thousand eight hundred and thirty-four, in the Lifetime of the said Testator: And whereas the said *Joseph Scott*, another Trustee named in the said Will, never acted in the Trusts thereof, and by a Deed Poll under his Hand and Seal bearing Date on or about the Third Day of *March* One thousand eight hundred and forty-three he fully and for ever renounced and disclaimed the Trusts of the said recited Will, and all the Devises and Bequests therein contained: And whereas the said Sir *Gregory Allnutt Lewin*, One other of the Trustees of the said recited Will and the said Indenture of the Twenty-ninth Day of *June* One thousand eight hundred and three, died in or about the Month of *October* One thousand eight hundred and forty-five: And whereas the said *Edwin Martin Atkins*, the only surviving acting Trustee of the said recited Will, by an Indenture bearing Date on or about the Thirteenth Day of *May* One thousand eight hundred and forty-six, made between the said *Edwin Martin Atkins*, of the one Part, *Henry Everett* of *Pump Court*, *Temple*, in the City of *London*, Esquire, and the said *Isaac Henry Tyas*, of the other Part, in exercise of the Power to him given by the same Will as aforesaid appointed the said *Henry Everett* and *Isaac Henry Tyas* to be Trustees of the said Will jointly with him the said *Edwin Martin Atkins*, and by the same Indenture all and every the Mansion

Appointment of new Trustees of the Will of W. W. Jackson, deceased, dated 13th May 1846.

sion House, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estates whatsoever so devised and bequeathed unto and to the Use of the said Sir *Gregory Allnutt Lewin*, *Robert Surtees*, *Joseph Scott*, and *Edwin Martin Atkins*, their Heirs and Assigns, by the said recited Will as herein-before mentioned (the Small Tithes of *Eston* and *Normanby* excepted), with their Appurtenances, were conveyed and assured or limited unto and to the Use of the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, their Heirs and Assigns, for ever, upon and for the several Trusts, Intents, and Purposes declared, expressed, and contained of or concerning the same Hereditaments and Premises in or by the said recited Will of the said *William Ward Jackson*, deceased, or such and so many of the same Trusts, Intents, and Purposes as were then subsisting undetermined or capable of being performed or exercised: And whereas the Lands and Hereditaments specified in the several Schedules to this Act annexed are certain of the Lands and Hereditaments devised by the said Will of the said *William Ward Jackson*, deceased, upon Trusts by way of Settlement as aforesaid: And whereas since the Decease of the said Testator it hath been ascertained that there are valuable Mines, Veins, or Beds of Iron Ore and other Minerals under the Lands and Hereditaments specified in the Second Schedule to this Act annexed or the greater Part thereof, but the precise Limits of such Minerals have not yet been ascertained, and all the Lands and Hereditaments specified in the several Schedules are in the midst of or near a Mining District, and some of the Lands and Hereditaments specified in the Second Schedule and the Lands specified in the Third Schedule to this Act annexed afford Sites particularly eligible for the Erection of Works for the Preparation of Iron Ore and other Minerals and Substances, and Houses for the Residence of Persons engaged in the Works connected with the Mining Operations of the District, and of Persons attracted to the District by such Operations and Business connected therewith: And whereas there are sufficient Grounds for anticipating that the Mining Operations of the District will before long be greatly extended: And whereas the Estate is bounded at its Northern End by the *Middlesborough and Redcar* Railway, on the Bank of the River *Tees*, and the said Lands and Hereditaments specified in the Second Schedule at the Southern End of the Estate; and in order to the advantageous working of the Mines it would be requisite that Wayleaves should be granted over the intervening Parts of the Estate: And whereas Part of said Lands and Hereditaments specified in Third Schedule are at the Northern End of the Estate, and in the Neighbourhood of the Town of *Middlesborough*, the Population of which has increased Fourfold within the last Twenty Years, and is expected to increase still further in consequence of the Discovery of the Mines in the District; and the rest of those Lands and Hereditaments are near the Village of *Normanby*,

Normanby, the Population of which has also greatly increased within the last Twenty Years, and is expected also to increase still further in consequence of that Discovery: And whereas the Extension of the Mining Operations of the District would detract in some respects considerably from the Value of the said Lands and Hereditaments, and would much depreciate the Value of the said Mansion House as a Family Residence, but would render the said Lands and Hereditaments more valuable for building, manufacturing, and other Purposes than they now are: And whereas the said Testator could not have anticipated at any Time during his Life the Discovery under those Lands and Hereditaments of such Mines and Minerals, and it is reasonable to believe that if they had been discovered during his Life he would by his Will have given Powers to grant usual Mining and Building Leases thereof, whereunder the Person for the Time being entitled, by virtue of his Will, as Tenant for Life in Possession, would have been entitled to the Receipt and Enjoyment of the Entirety of the Rents reserved: And whereas it would greatly benefit the said *George Edwin Ward Jackson* and other the Persons beneficially interested in or to become interested in the said Lands and Hereditaments specified in the said Schedule if the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, and other the Trustees and Trustee for the Time being of the said Will, were empowered to grant such Mining and Building and Improving Leases, and to make such Sales and Dispositions of the said Lands and Hereditaments as are by this Act authorized; and it might also tend to the more beneficial letting of the said Mines if the Trustees for the Time being of the said Will were authorized to open and work the same; but the said Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, as such Trustees of the said recited Will of the said *William Ward Jackson*, deceased, as aforesaid, and the said *George Edwin Ward Jackson*, the said *William Ward Jackson* the Son, the said *Ralph Ward Jackson* for and on behalf of himself and his Infant Son, the said *William Charles Ward Jackson*, the said *Edwin Ward Jackson*, the said *Francis Halhed Ward Jackson*, and the said *Robert Ward Jackson*, 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:

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Ward Jackson's* Estate Act, 1853."

Interpretation of Terms.

II. That the following Words shall in this Act, except where the Nature of the Provision or the Context excludes such Construction, be

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, Culm, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, Manganese; and the Word "Minerals" shall include Iron, Iron Ore and Ironstone, Culm, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, Manganese; and the Word "Rent" shall include all Tolls, Duties, Royalties, and Reservations of every Kind; and the Word "Lands" shall include all Messuages, Lands, Tenements, and Hereditaments whatsoever, and all Parts, Shares, and Interests whatsoever, whether in possession or in expectancy, of and in all Messuages, Lands, Tenements, and Hereditaments whatsoever.

Power to Trustees to grant Mining Leases.

III. That the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, and the Survivors and Survivor of them, and other the Trustees and Trustee for the Time being of the said Will of the said *William Ward Jackson*, deceased, and who are in this Act referred to as the said Trustees and Trustee, may from Time to Time 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, found, or discovered, or at any Time hereafter opened, found, or discovered, in or under the Lands specified in the Second Schedule to this Act annexed, and either before or after the opening of the Mines or Minerals proposed to be demised or leased, and also any Part of those Lands, or of the Lands specified in the Third Schedule to this Act annexed, which it may be thought expedient to lease with such Mines or Minerals for the better or more effectually working of the same, unto any Person for any Term of Years not exceeding, as regards Quarries of Stone, Coal Mines, and Seams of Coal, Forty-one Years, and not exceeding, as regards Iron Ore, Ironstone, and Coal accompanying the same if found therewith, and other Minerals, Sixty Years, and respectively to take effect in possession within Three Months next after the making thereof respectively, and not otherwise in reversion or by way of other future Interest.

Power to grant to Lessees the Licences, &c. hereinnamed.

IV. That by any such Lease there may be granted to the Lessee, his Executors, Administrators, and Assigns, all or any of the following Liberties, Licences, Powers, and Authorities, Easements and Advantages, to wit:

1. Liberty, Licence, Power, and Authority to open such Mines, and to sink, dig, search, bore, and try for, and by mining and open Day working respectively win, work, raise, strip, take, get,

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

2. Liberty, Licence, Power, and Authority to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, 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, Windmills, Watermills, 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, under, out of, and from the Mines or Ground.

3. Liberty, Licence, Power, 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.

4. Liberty, Licence, Power, and Authority for Out-stroke and In-stroke into or from any adjoining Mines, Pits, Shafts, or Workings.

5. Liberty, Licence, Power, and Authority to take and use 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.

6. Liberty, Licence, Power, and Authority to erect, build, set up, and 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, Stone Yards, 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,

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 and 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.

7. Liberty, Licence, Power, and Authority to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, 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.

8. Liberty, Licence, Power, 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 other Parties,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the Lands, and (without Prejudice as aforesaid) to turn and convey such Water into the Mines or Works, or for working any Machinery to be so erected, or for any other Purpose connected with the beneficial working of the Mines.

9. Liberty, Licence, Power, and Authority to make, have, use, and enjoy such Stone Yards 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 reasonably be required by the Person to whom any such Lease may be proposed to be granted.

10. Liberty, Licence, Power, and Authority to make, construct, and set up, and to use such Wayleaves in the several Schedules, and such Railways, Tramroads, Sideways, Batteries, Cuts, inclined Planes, and other Roads or Ways or Watercourses in, over, or upon or under any Parts of the Lands specified in the several Schedules as may be necessary or convenient for facilitating and transporting and carrying such Minerals from the Mines or from any Furnace, Brick Kiln, Tile Kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works or any of them.

11. Liberty, Licence, Power, 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

fencing off any Surface Railways, Tramroads, or Water-courses from the Lands adjoining thereto.

12. And all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, 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.

V. 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, or partly in Money and partly 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.

VI. 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 Reentry 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, such Rent having been lawfully demanded.

Lease as to Lands to cease with Lease as to Mines.

VII. 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,

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.*

VIII. 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 the said Trustees and Trustee, with the Consent of such Person, may at the Expiration or other sooner Determination of such Lease (he or they having given Six Months previous 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 or so consenting to the Purchase by the said Trustees and Trustee, 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 of either Party to name an Arbitrator or Valuer, or 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.

IX. 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.

Counterparts.

X. Provided always, That the Person to whom any such Lease shall be granted shall duly execute a Counterpart or Duplicate thereof.

Proportion of mining Rents to be paid into Bank.

XI. That the said Trustees and Trustee shall, in the first place, out of the net Rents from Time to Time received by them or him by virtue of any Mining Lease granted by virtue of this Act, pay all the Costs, Charges, and Expenses of and incident to the obtaining and passing

passing of this Act, and after and subject to the Payment of such Costs, Charges, and Expenses the said Trustees and Trustee shall, from Time to Time, pay into the Bank, as by this Act directed, such Portion as next herein-after expressed of the clear net Rents from Time to Time received by them and him by virtue of any Mining Lease granted by virtue of this Act; to wit, as regards such of the Rents reserved by any Mining Leases granted under this Act as become due and payable during the Life of any Person for the Time being entitled under the recited Trusts of the recited Will as equitable Tenant for Life in Possession, the said Trustees and Trustee shall pay into the Bank Three equal Fourth Parts of the clear net Amount from Time to Time received by them and him of those Rents; and as regards such of the Rents reserved by any Mining Leases granted under the Act as become due and payable during the Life of any Person for the Time being entitled under those Trusts as equitable Tenant in Tail in Possession, and being a Minor, the said Trustees and Trustee shall pay into the Bank Three equal Fourth Parts of the clear net Amount from Time to Time received by them and him of those Rents.

Residue for the Mining Rents to be paid to Tenant for Life.

XII. That such Parts of the Rents reserved on any Mining Lease granted under this Act as are not by this Act directed to be paid into the Bank shall be paid by the said Trustees and Trustee unto the said *George Edwin Ward Jackson* or his Assigns during his Life, and after his Decease to the Person for the Time being entitled in possession, under the recited Trusts of the recited Will, if such Person be of the Age of Twenty-one Years or upwards, or, if he be under that Age, to his Guardian.

Power for Trustees of Will to open and work Mines,

XIII. That the said Trustees and Trustee may, from Time to Time, open any Mines in or under any of the Lands specified in the Second Schedule, and sink, dig, search, bore, and try for, and, by mining and open Day working respectively, win, work, raise, strip, take, get, and carry away and dispose of all Minerals found within the Mines so opened, or in working or winning the same, and for such Purposes may have and exercise all or any of the several Liberties, Licences, Powers, and Authorities which the said Trustees and Trustee may under this Act grant to any Lessee of Mines.

but not to be bound to do so.

XIV. Provided always, That it shall not in any Case be obligatory on the said Trustees and Trustee to open or work any such Mines or Minerals, unless or longer than they or he, in their or his Discretion, shall think proper.

Trustees not to employ Trust Monies in

XV. Provided always, That the said Trustees and Trustee shall not employ in or about the opening or working under this Act of any Mines

opening or working Mines.

Mines or Minerals any Monies in their or his Hands, subject to any of the Trusts of the recited Will.

Trustees to sell Minerals obtained by them in working Mines.

XVI. That the said Trustees and Trustee shall from Time to Time sell or dispose of, and convert into Money, in such Manner as they and he from Time to Time shall find most advantageous, the Minerals from Time to Time obtained by them and him by the working under this Act of the Mines.

Application of Monies received by Trustees from working Mines.

XVII. That the said Trustees and Trustee shall from Time to Time apply the Monies received by them and him in respect of the Sale and Conversion into Money of such Minerals or otherwise in or about the working by them and him under this Act of the Mines, as follows; to wit,

First, in paying and discharging all the Costs and Expenses of the said Trustees and Trustee in and about the Execution by them and him of this Act with respect to the opening and working of such Mines and Minerals, and the Sale, Disposition, and Conversion into Money of such Minerals, including all Sums from Time to Time paid by them and him for or on account of the Costs and Expenses of and incident to the searching for and discovering since the Time of the Testator's Decease of such Mines and Minerals.

Secondly, in Repayment to the Persons who advanced the same of all Sums from Time to Time advanced to the said Trustees or Trustee, to enable them and him to open and work the Mines and Minerals under this Act, with Interest not exceeding the yearly Rate of Five Pounds in the Hundred thereon from the respective Times of the Advance thereof.

Third. And the Surplus of such Monies (which Surplus is in this Act referred to as the net Profits of working the Mines by the said Trustees and Trustee) shall be paid and applied by the said Trustees and Trustee in like Manner according to the Provisions of this Act as if the same were Rents received by them and him on Mining Leases granted under this Act.

Power for Trustees to improve Estate.

XVIII. That the said Trustees and Trustee may from Time to Time appropriate and lay out any Parts of the Lands specified in the Third Schedule as and for Markets, Squares, and other open Spaces, Streets, Railroads, and other Roads, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of the Lessees thereof, and any other Parts thereof, as Lots for building on, in such Manner in all respects as the said Trustees and Trustee shall from Time to Time deem advantageous, and for other the Purposes of this Act, and may maintain, repair, alter, and improve such Markets,

Squares,

Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

General Deed with respect to Improvement of Estate.

XIX. That for the Purpose of any such general Improvement and Accommodation the said Trustees and Trustee may from Time to Time, by general Deeds to be sealed and delivered by them and him, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months from the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and the Enjoyment of the Benefits thereof, and give and grant such Liberties, Privileges, Easements, and Conveniences as the said Trustees and Trustee shall deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estate.

Power for Trustees to lease for Building and Improving Purposes.

XX. That, subject to the Provisions of this Act, the said Trustees and Trustee may from Time to Time lease all or any Part of the Lands specified in the Third Schedule to any Persons willing substantially to rebuild, repair, or improve any of the present or any future Houses, Works, or Buildings upon any Part of the Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the Lands not built on, or willing to annex any of the Lands for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the Lands, or any Part thereof, or on any adjoining Lands, or willing to improve the Lands or any Part thereof by making any Railways, Tramroads, Canals, Wharfs, Manufactories, Works, or Conveniences thereon, or otherwise howsoever.

Power to grant to Lessees the Liberties herein-mentioned for Building Purposes.

XXI. That the said Trustees and Trustee may from Time to Time, if and as they and he shall think advantageous, grant to the respective Lessees, their Executors, Administrators, and Assigns respectively, all or any of the following Liberties, Easements, and Privileges, to wit:

1. Liberty to take down or remove all or any Part of the Buildings or Works standing or being upon or within the Land comprised in the Lease, and to apply and dispose of the Materials thereof to such Uses and Purposes as are agreed on.
2. Liberty to set out and allot any Part of the Lands comprised in the Lease as and for the Site of any Markets, Squares, or other open Spaces, Streets, Roads, Passages, Sewers, Drains, Gardens, Pleasure Grounds, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Lands, or for the general Improvement of the Estate.

3. Liberty to make, lay, or use in or under any Part of the Land which may be so set out and allotted for Markets, Squares, or other open Spaces, Streets, Roads, Passages, or otherwise, or any other Part not then leased of the Lands, or so far as may be consistent with the Terms of the Leases theretofore made, any Part then leased of the Lands, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Works, or Buildings.
4. Liberty to dig, take, and carry away unmanufactured in and out of the Lands comprised in the Lease such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid.
5. Liberty to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the Lands comprised in the Lease, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles, or other Materials to be used in such new Buildings, Works, Repairs, or Improvements.
6. Liberty to alter and reconstruct all and any Part of any Building comprised in any Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the said Trustees or Trustee, or of the Person for the Time being entitled to the yearly Rent reserved, or to the Reversion expectant on the Lease, or their respective Surveyors or Agents.
7. Easements of Ways, Waters, Drainage, Lights, and Support and other Easements over, in, through, under, and affecting any Part not then already leased of the Lands, or (so far as any Reservation or Provision in or upon any Lease theretofore made of any Part of the Lands will authorize) over, in, through, under, and affecting any Part then already leased of the Lands.
8. Any other Liberties, Privileges, and Easements which the said Trustees or Trustee shall think reasonable, and are or shall be usual in Leases of a similar Kind.

Covenants to build.

XXII. That in every such Lease made for the Purpose of having Houses, Works, or Buildings erected or constructed there shall be contained a Covenant on the Part of the Lessee to build, construct, and finish the Houses, Works, or Buildings agreed to be built or constructed within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term to be thereby granted such Houses, Works, or Buildings.

XXIII. That

Covenants to rebuild.

XXIII. That in every such Lease made for the Purpose of having Houses, Works, or Buildings improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee to improve, repair, or rebuild the same within a Time specified for that Purpose, and to keep in repair the Houses, Works, or Buildings agreed to be improved, repaired, or rebuilt.

Covenants to improve.

XXIV. That in every such Lease made for the Purpose of any other Improvement there shall be contained a Covenant on the Part of the Lessee to make such Improvement within a Time specified for that Purpose.

Covenants to pay Rents, &c.

XXV. That in every such Lease there shall be contained on the Part of the Lessee a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Lands comprised in such Lease.

Covenants to insure, &c.

XXVI. That in every such Lease for the Purpose of having any Houses, Works, or Buildings built, repaired, improved, or rebuilt which shall be liable to Damage by a Fire, there shall be contained on the Part of the Lessee a Covenant for keeping the Houses, Works, and other Buildings erected and built, or to be erected and built, or improved or repaired, on the Lands therein comprised, or such of them as shall be liable to Damage by Fire, insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some or one of the Offices for Insurances in *London* or *Westminster*, or in the County of *York*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Works, or Buildings if destroyed or damaged by Fire.

Covenants to surrender.

XXVII. That in every such Lease there shall be contained on the Part of the Lessee a Covenant to surrender the Possession of and leave in good Repair the Houses, Works, and Buildings to be erected and built, or improved, repaired, or constructed, on the Lands therein comprised, on the Expiration or other sooner Determination of the Term thereby granted.

Powers to enter and view.

XXVIII. That in every such Lease there shall be contained a Power for the said Trustees or Trustee, or the Person from Time to Time entitled to the yearly Rent reserved, or to the Reversion expectant on the Term granted by such Lease, or their respective Surveyors and Agents, to enter twice in every Year upon the Lands and inspect

inspect the Condition thereof, and to give Noice of all Wants of Repair and Defects then and there found.

Powers of Re-entry on Nonpayment of Rent, &c.

XXIX. That in every such Lease there shall be contained a Proviso or Agreement, that if the Rent thereby reserved, or any Part thereof, be at any Time in arrear for a Period therein specified, not exceeding One Year, and not paid within a further Period therein specified, not exceeding One Year, after the same shall be demanded by a Notice in Writing delivered to the Lessee, his Executors, Administrators, or Assigns, or affixed on some conspicuous Part of the Lands comprised in such Lease, or left with the Tenant or One of the Tenants of those Lands, or if the Buildings erected or to be erected on the Lands comprised in such Lease be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and be not repaired within a Period therein specified, after Notice in Writing for that Purpose so delivered, affixed, or left, or if any of the Buildings erected or to be erected on the Lands comprised in such Lease be destroyed by Fire or by Accident, and be not rebuilt within a Period in such Lease specified, not exceeding Three Years next after such Fire or Accident happens, or (in case the said Trustees and Trustee shall think it desirable, and it be so provided in such Lease) on the Nonperformance of any of the Covenants, Provisoes, and Conditions on the Lessees Part in such Lease contained, or of any One or more (in that Behalf agreed upon and specified in such Lease) of such Covenants, Provisoes, and Conditions, then and in any of such Cases the said Trustees and Trustee, or the Person for the Time being entitled to the Reversion expectant on such Lease, may enter in and upon the Lands comprised in such Lease.

Provisoes or Agreements of Re-entry may be qualified.

XXX. Provided always, That any such Proviso or Agreement for Re-entry may, if the said Trustees and Trustee shall think fit, be qualified by a Proviso that any Breach of any of the Covenants, Provisoes, and Conditions therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the said Trustees and Trustee and the Lessee to be so excepted,) shall not occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and the Costs be assessed, and the Damages and Costs recovered remain unpaid for Three Months after the Assessment of the Costs.

Leases for Building Purposes may contain

XXXI. That such Building or Improving Leases may, as the said Trustees or Trustee shall from Time to Time think advantageous, be made either with or without Covenants and Stipulations to be entered into

into or made by or on the Part of the Lessee to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Streets, Roads, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part of the Lands not comprised in such Lease, and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the said Trustees and Trustee as to the Mode in which any other Part or Parts of the Lands shall be built upon, laid out, used, or improved, and may be made subject to or may contain any other Covenants, Agreements, Limitations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the said Trustees and Trustee.

a Provision as to Expenses of repairing Roads, Drains, &c.

XXXII. The said Trustees and Trustee may, from Time to Time, if and as they and he may think advantageous, make by such Leases respectively all or any of the following Reservations:

Reservations to be made in Building Leases.

1. Reservation of Rights or Powers for the said Trustees and Trustee, and the Owners, Lessees, or Occupiers for the Time being of any other Parts of the Lands, or any of them, from Time to Time to make, lay, and use in and under any Part of the Premises leased any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences to any then present or future Houses, Works, or Buildings.
2. Reservations for the said Trustees and Trustee, or the Owners for the Time being of any other Parts of the Lands, or any of them, to grant to the Lessees of any Parts of the Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased.
3. Reservation of all or any of the Mines and Minerals under the Lands leased, and of Rights or Powers for the said Trustees and Trustee, or such Owners, or any of them, or any Persons in that Behalf from Time to Time authorized by the said Trustees and Trustee, and such Owners, or any of them respectively, to open, work, and enjoy Mines and Minerals in and under the Lands leased, and of any other Rights or Powers, and any Liberties and Privileges with respect to such Mines and Minerals.
4. Any other Reservations which the said Trustees and Trustee shall think reasonable, and are or shall be usual in Leases for like Purposes.

XXXIII. That any such Building or Improving Lease may be made as the said Trustees and Trustee shall from Time to Time think advantageous for any Term of Years absolute, not exceeding Ninety-

Terms of Leases for Building Purposes.

nine Years, and in consideration of the best yearly Rent to be reasonably obtained, and to be payable halfyearly or oftener.

Rents on Leases for Building Purposes, may increase periodically.

XXXIV. Provided always, That the yearly Rent reserved by any such Lease may be made to commence on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the said Trustees or Trustee, having regard to the Progress of the Buildings, Repairs, Rebuildings, or Improvements to be made, and the other Circumstances of the Case, shall think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Leases for Building Purposes may be by public Auction or private Contract.

XXXV. That every such letting may be made either by public Auction or by private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the said Trustees and Trustee shall think advantageous.

Counterparts.

XXXVI. Provided always, That the Person to whom any Lease shall be granted shall execute a Counterpart or Duplicate of such Lease.

Power to make Leases, on surrender of existing Leases.

XXXVII. That, subject to the Provisions of this Act, the said Trustees and Trustee may make any such Lease upon the Surrender of any Lease which may be subsisting at the Time of the passing of this Act.

Trustees empowered to enter into Contracts for Leases for Building &c. Purposes.

XXXVIII. That, subject to the Provisions of this Act, the said Trustees and Trustee may from Time to Time enter into any Contract in Writing for granting, according to the Provisions of this Act, any Lease which the said Trustees and Trustee are and is by this Act authorized to grant, with the Buildings, if any, standing thereon, and such Contracts may contain all or any of the following Agreements; (to wit,)

1. An Agreement that when and as any Land agreed to be leased, or any Part thereof, is built on, or rebuilt or repaired, laid out, formed, or improved in the Manner and to the Extent stipulated in any such Contract, the Lands mentioned in such Contract, or any Part thereof, shall be leased according to this Act to the Person contracting to take the same, his Executors, Administrators, and Assigns, or to such other Person to be approved by the said Trustees and Trustee as he or they shall nominate and appoint in that Behalf for and during the Remainder of the Term specified in such Contract, and

and in such Parcels and under such Portions of the yearly Rent specified in such Contract as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved by such Lease bear a greater Proportion to all the Rent by the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease bears to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land to be comprised in such Lease when fit for Habitation and Use:

2. An Agreement that the full Rent specified in such Contract may be reserved by the Leases to be made or granted of a given Quantity (specified in such Contract) of the Land thereby agreed to be leased; and that the Residue thereof shall be leased at the yearly Rent of Twenty Shillings, either before or after the full Rent specified in such Contract is reserved by any Leases, and at such Times and in such Manner as the said Trustees and Trustee may think proper.

3. An Agreement that the full yearly Rent specified in such Contract may be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be leased either by a Surveyor or a Referee, or otherwise.

4. An Agreement (in any Case where a given Quantity for such Purpose is not specified in such Contract) that when the full yearly Rent to be reserved is reserved by the Leases of a competent Part of the Land agreed to be leased (to be determined on by a Surveyor or Referee or otherwise), such competent Part being at least Six Times the estimated Value of the Rent reserved thereon, the Residue thereof (if any) shall be leased at the yearly Rent of Twenty Shillings.

5. An Agreement (in any Case of a Lease to be granted at the yearly Rent of Twenty Shillings) to grant the Lease either before or after the Land to be therein comprised is built upon, laid out, or improved.

6. An Agreement that the yearly Rent agreed by any such Contract to be reserved may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be reserved as the said Trustees and Trustee shall think advisable, and increasing up to the full Rent, as they and he shall find convenient or think proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land agreed to be from Time to Time leased, and the Progress of the Buildings, Works, Repairs, or Improvements stipulated to be erected and made thereon, and

the

the other Circumstances of the Case, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract.

7. An Agreement that when and as any Lease is granted of any Part of the Lands so contracted to be leased, the Lands so for the Time being leased shall be discharged from such Contract; and the Person with whom such Contract is entered into shall remain liable thereunder, in respect of such Part of the Lands comprised in such Contract as is not for the Time being leased, to the Payment of such Portion of the Rent by such Contract agreed to be reserved as may be thought proper, and is in such Contract provided for.
8. An Agreement that the Person with whom such Contract is entered into may during the Continuance thereof have, exercise, and enjoy all or any (to be expressed in such Contract) of the Liberties which are by this Act authorized to be granted to Lessees for Building and Improving Purposes.
9. Any other Agreements or Terms which the said Trustees and Trustee shall from Time to Time think reasonable, and shall not be contrary to the Provisions of this Act.

Contracts to contain Clauses for vacating the same, &c.

XXXIX. Provided always, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part of the Land therein comprised and agreed to be leased as is not actually leased, and is not within a reasonable Time to be therein expressed built upon, or rebuilt or repaired, laid out, formed, or improved in the Manner therein stipulated; and also a Clause or Condition that the Person to whom a Lease ought to be made or granted pursuant to such Contract shall within a reasonable Time therein expressed accept the same, and execute a Counterpart or Duplicate thereof, and pay the reasonable Charges of preparing and executing the same, or that in default thereof such Contract shall, as to the Lands not actually leased by virtue of the same Contract, be void, and every such Contract shall be binding on all the Persons upon whom such Lease if executed would be binding, and shall be carried into execution by a Lease or Leases under this Act accordingly.

Contracts may be varied.

XL. That the said Trustees and Trustee may from Time to Time enter into any new Covenant or Agreement by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements contained in any Contract entered into by virtue of this Act, so that such Contract be, when so added to, explained, or altered, conformable with the Provisions of this Act.

XLI. That

Release from Liabilities to Contracts respecting Lands for Building Purposes.

XLI. That, subject to the Provisions of this Act, the said Trustees and Trustee may from Time to Time release any Person with whom any such Contract is entered into, his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of such Contract, and, if the said Trustees or Trustee shall think it expedient, may enter into any new Covenants or Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Contract or the Part thereof so released, so nevertheless that after such Release such Contract be, notwithstanding the Release of Part thereof or any such new Covenants or Agreements, conformable with the Provisions of this Act, and so that the said Trustees or Trustee do not take any Premium or anything in the Nature thereof for any such Release or new Contract.

Conditions for Re-entry may be restricted to Part of Lands, and comprised in Leases and Contracts, and remain in force as to other Part.

XLII. That any such Lease for Building or Improving Purposes, or any Contract for any such Lease, shall not be void, defeasible, or questionable on the ground that any Power, Condition, or Right of Re-entry, or of determining the Term thereby created or agreed to be created for Nonpayment of Rent or for any Breach of Covenant or Agreement therein contained, is in any Terms restricted to the Part of the Lands leased or agreed to be leased where or in respect whereof such Nonpayment or Breach happens or is otherwise restricted to a Part only of such Lands.

Conditions for Re-entry to be apportionable.

XLIII. That, notwithstanding the Determination by virtue of any such Power, Condition, or Right of Re-entry, or Determination of any such Term, as to Part only of the Lands leased, or agreed to be leased, the Power, Condition, or Right of Re-entry or Determination shall, unless otherwise declared by such Lease or Contract, remain and be in full Force as to such Parts of the Lands as from Time to Time continue to be held by virtue of such Lease or Contract; and in order thereto every such Power, Condition, or Right of Re-entry or Determination shall be apportionable and apportioned and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

Underleases not to be forfeited for Nonpayment of Rent or Breach of Covenant as to Lands for Building Purposes not comprised therein.

XLIV. That any Underlease or any Part of the Lands comprised in any such original Lease shall not, except so far as is otherwise provided by such original Lease, be liable to Forfeiture, or to the Operation of any Power, Condition, or Right of Re-entry or Determination, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Lands comprised in the Underlease or some Part thereof, and any such Nonpayment or Breach with respect to the Lands comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry with respect to any Lands comprised in the

the original Lease and not comprised in the Underlease; and the Power, Condition, or Right of Re-entry or Determination in or under any such original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned, so as to have distinct and exclusive Operation with respect to the Part comprised in the Underlease of the Lands comprised in the original Lease, and also with respect to the Residue of such Lands, as if the original Lease had originally comprised that Part or that Residue alone.

Rents on Leases, and Contracts for Building Purposes to be paid to Trustees or Reversioner.

XLV. That the Rents reserved by every Lease and Contract for Building or Improving Purposes respectively shall be made payable and be from Time to Time paid to the said Trustees or Trustee, or other the Person for the Time being legally entitled to the Rent reserved by such Lease or Contract, or entitled to the legal Reversion immediately expectant on the Determination of the Term by such Lease granted, and such Rents when received by the said Trustees or Trustee or other Person entitled as aforesaid shall be paid to the said *George Edwin Ward Jackson* or his Assigns during his Life, and after his Decease to the Person for the Time being entitled in possession under the recited Trusts of the recited Will, if such Person be of the Age of Twenty-one Years, or, if he be under that Age, to his Guardian.

Power to accept Surrenders of Leases.

XLVI. That the said Trustees and Trustee may from Time to Time, if they and he think fit, accept a Surrender of any Lease of any of the Lands subsisting at the passing of this Act, or made thereunder.

On resuming Possession under any Power of Re-entry or otherwise, fresh Leases and Contracts may be made.

XLVII. That if the Possession of any Mines, Minerals, Land, or Hereditaments comprised in any Lease or Contract made or entered into under the Provisions of this Act, or in any subsisting Lease, be at any Time resumed or recovered under any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case the said Trustees and Trustee may grant Leases and enter into Contracts for granting Leases, and afterwards grant Leases of the same Premises in like Manner as if a Lease or a Contract for a Lease thereof had not been previously granted or entered into.

Mining Leases granted on the Surrender of previous Lease not to be let at lower Rents.

XLVIII. Provided always, That any Mining Lease made in consideration wholly or in part of the Surrender or Relinquishment of a previous Mining Lease shall not be made, except at or under the same yearly Rent as or a larger yearly Rent than was reserved by the surrendered Mining Lease, and if any other Part of the Lands be comprised in the new Mining Lease, then at a yearly Rent proportionately larger than the yearly Rent reserved by the surrendered Mining Lease.

XLIX. That

Certificates of Trustees to be Evidence of Counterparts.

XLIX. That the Certificate in Writing of the said Trustees and Trustee, acknowledging that they or he have or hath received a Counterpart or Duplicate of any Lease, shall be full and complete Evidence that such Counterpart or Duplicate was duly made and executed, and delivered to the said Trustees or Trustee.

Leases under Act to be good with reference to preceding Contracts.

L. That every Lease granted under this Act and conformable with the Provisions thereof shall be deemed to be duly granted, although it was preceded by a Contract, and such Contract was not in all respects in due Accordance with the Provisions of this Act, or was not in all respects duly observed, and whether the Lease shall or shall not purport to be made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract.

Contracts not to form Part of Title to Leases.

LI. That after any Lease of any Part of the Lands is made or granted conformably with the Provisions of this Act, the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Power to confirm defective Leases.

LII. That the said Trustees and Trustee may from Time to Time confirm any Lease purporting to be granted by virtue of this Act in any Case in which for some technical Error or Informality in granting the same, or in entering into the Contract for the same, such Lease is void or voidable, or is apprehended to be void or voidable, or may grant any Lease pursuant to the Provisions of this Act in lieu of such Lease for any Estate or Term not exceeding the then Residue of the Estate or Term granted or purported to be granted by such Lease, and as to any such Lease at and under the same yearly Rent as was, or a larger Rent than was, reserved by such original Lease, or may accept a Surrender of any Lands purporting to be leased, and grant any Lease pursuant to this Act of the Lands so surrendered, but not for any Estate or Term exceeding the then Residue of the Estate or Term granted or purported to be granted by the original Lease thereof, and at and under the same yearly Rent, if any, as was, or a larger Rent, if any, than was, reserved by such original Lease.

Confirmations to be without Fine taken.

LIII. Provided always, That any increased Rent, Fine, Premium, or Foregift, or any thing in the Nature thereof, shall not be taken for any such Confirmation of a Lease thought void or voidable.

Trustees Receipts to Discharge.

LIV. That every Receipt from Time to Time given by the said Trustees and Trustee for any Money to be received by them and him under the Authority or for any of the Purposes of this Act shall be a legal and conclusive Discharge to the Person paying the same,

same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Payment of Monies into Bank.

LV. That all Monies by this Act directed to be paid into the Bank shall from Time to Time be paid by the said Trustees and Trustee into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Persons interested in the settled Estates of *William Ward Jackson*, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the general Orders of that Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four.

Receipts of the Cashier of the Bank and Certificate of the Accountant General to be a Discharge to Trustees.

LVI. That the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees and Trustee for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt the said Trustees and Trustee, their and his Heirs, Executors, Administrators, or Assigns, or any of them, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof.

Application under the Direction of the Court of Chancery of Monies paid into Bank.

LVII. That upon a Petition or Motion to be preferred or made to the Court of Chancery in a summary Way by any Person interested in the Lands for the Time being, subject to such of the recited Trusts of the said Will of the said *William Ward Jackson* as for the Time being subsist, or in the Monies paid into the Bank pursuant to this Act, or by the Guardian of any such Person, being an Infant, the Court may and is hereby required to order all such Monies so paid into the Bank, or so much thereof as shall not be ordered by the Court to be applied in Payment of Costs, Charges, and Expenses according to the Provisions of this Act, to be from Time to Time laid out in such Manner as the Court directs in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Lands for the Time being subject to those Trusts, or in or towards draining, building on, or otherwise substantially improving any of the Lands for the Time being subject to such of those Trusts, or in the Purchase of any Freehold or Copyhold Lands in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature).

LX. That

Lands purchased under this Act to be conveyed upon Trusts, and subject to Powers limited, &c. by Indentures of 29th June 1803 and 5th June 1843, &c.

LVIII. That the Lands from Time to Time purchased under this Act shall, immediately after the Purchase thereof, be conveyed unto and to the Use of the Trustees or Trustee for the Time being of that Will, their or his Heirs and Assigns, upon such Trusts and subject to such Powers and Provisoes as will nearest correspond with the Trusts, Powers, and Provisoes which in and by the said Indenture of Release and Settlement of the Twenty-ninth Day of *June* One thousand eight hundred and three and the said Will and Codicil and the said Indenture of the Fifth Day of *June* One thousand eight hundred and forty-three respectively are limited, declared, expressed, and contained of and concerning the Lands specified in the First Schedule, or such of them as shall be then subsisting undetermined and capable of taking effect or being exercised, but nevertheless not so as to increase Charges.

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

LIX. That all Monies which pursuant to this Act are paid into the Bank, or so much thereof as are not ordered by the Court to be applied in Payment of Costs, Charges, and Expenses according to the Provisions of this Act, shall in the meantime, and until such Monies be applied or be invested or laid out in or for all or any of the Purposes by this Act authorized, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer 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 other Exchequer Bills.

Exchange of Exchequer Bills.

LX. That the Court may make such general or special Order, if necessary, that whenever the Exchequer 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 shall be issued, such new Exchequer 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 Bills to be deposited in the Bank of England.

LXI. That all such Exchequer 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 by the Accountant General for completing any Purchase, or for any other of the Purposes of this Act.

Profits on Sale of Exchequer Bills.

LXII. That if the Money arising by the Sale of any such Exchequer Bill 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.

Power to order the Interest on Exchequer Bills to be paid to the Person who would be entitled to receive the Rents of Lands to be purchased.

LXIII. Provided always, that in the meantime, until such Exchequer Bills be sold for any of the Purposes of this Act, the Court, upon a Petition or Motion preferred or made in a summary Way by any Person who would be entitled to receive all or any Part of the Rents and Profits of the Lands directed to be purchased, in case the same were purchased and settled pursuant to this Act, may from Time to Time make such Orders as the Court shall think just for the Payment unto such Person of all or any Part of the Interest on any Exchequer Bills purchased or taken in exchange under the Provisions of this Act.

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

LXIV. That the Court may, upon Petition or Motion preferred or made in a summary Way, from Time to Time make such Orders as the Court think just for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank such Monies as are by this Act directed to be paid in, and in taking such Monies out of the Bank and discharging Incumbrances, or investing such Monies, or any of them, in any Purchase or otherwise as by this Act authorized, and in investigating the Title to the purchased Lands, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also may from Time to Time make such Orders as the Court think just for Payment of all such Costs, Charges, and Expenses out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills.

Period within which Powers of Act to be exercised.

LXV. That the several Powers by this Act conferred on the said Trustees and Trustee shall be exercisable at any Time or Times during the Subsistence of any of the recited Trusts by the recited Will declared concerning the said Mansion House at *Normanby*, and other the Hereditaments thereby devised unto and to the Use of the said Sir *Gregory Allnutt Lewin*, *Robert Surtees*, *Joseph Scott*, and *Edwin Martin Atkins*, their Heirs and Assigns, upon the Trusts herein-before recited.

LXVI. That

Powers of Act to apply to all Lands hereafter settled to Uses of recited Will.

LXVI. That the several Powers, Authorities, Clauses, and Provisions created by and contained in this Act, so far as the same or any of them are applicable, shall extend and apply and be exercise-able with respect to all Lands from Time to Time purchased and settled as by this Act authorized.

Consent to exercise of Powers.

LXVII. Provided always, That the several Powers and Discretions by this Act conferred on the said Trustees and Trustee shall not be exerciseable, except with the Consent in Writing of the Person who for the Time being shall, under the recited Trusts of the recited Will, be entitled to the actual Possession or Receipt of the Rents and Profits of the Lands thereby devised upon Trusts by way of Settlement as aforesaid, if such Person be of the Age of Twenty-one Years, or if he be under that Age, then with the Consent of his Guardian: Provided always, that any such Consent may be in general Terms sanctioning, either absolutely or subject to any Terms or Conditions, the Exercise by the said Trustees and Trustee at their and his Discretion of such Powers and Discretions or any of them.

Trustees to be answerable only for Monies actually received.

LXVIII. That the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, and other the Trustees and Trustee from Time to Time acting in the Execution of the Trusts and Powers by this Act created, and every of them, and their respective Heirs, Executors, and Administrators, shall be charged and chargeable respectively for such Monies only as they respectively actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving, signing, or doing, or joining in giving, signing, or doing, any Receipt or Act for the sake of Conformity; and any One or more of them shall not be answerable or accountable for any other or others of them, or for involuntary Losses; and they and any of them may, with or out of the Monies which come to their or any of their Hands by virtue of the Trusts and Provisions of this Act, retain and reimburse to or for themselves respectively, and allow to the others of them respectively, all Costs and Damages and Expenses which they or any of them suffer, sustain, expend, disburse, or are put unto in or about the Execution of the several Trusts, Powers, and Provisions of this Act, or in relation thereto.

Power of recited Will not to be prejudiced.

LXIX. Provided always, That this Act or anything therein contained shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the recited Will, except only so far as the same respectively may be defeated or affected by the Exercise or Execution of any of the Powers and Trusts by this Act created.

LXX. That

General Saving.

LXX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Susannah Louisa Martin Jackson*, her Executors, Administrators, and Assigns, and the said Sir *George Duckett* and *Edwin Martin Atkins*, as the surviving Trustees of the said Term of Two hundred Years created by the said Indenture of the Twenty-ninth Day of *June* One thousand eight hundred and three as aforesaid, their Executors, Administrators, and Assigns, and the said *Edwin Martin Atkins*, *Henry Everett*, and *Isaac Henry Tyas*, as the Trustees of the said Will of the said *William Ward Jackson*, deceased, their Heirs and Assigns, and other the Trustees and Trustee for the Time being of the same Will, and the said *George Edwin Ward Jackson*, his Heirs and Assigns, and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and the said *William Ward Jackson* (the Son), and his Assigns, and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and the said *Ralph Ward Jackson* and his Assigns, and the said *William Charles Ward Jackson* and his Assigns, and all other the Sons of the said *Ralph Ward Jackson*, and the Heirs Male of the Bodies of the said *William Charles Ward Jackson*, and such other Sons respectively, and the said *Edwin Ward Jackson* and his Assigns, and his First and other Sons, and the Heirs Male of the Body of such Sons respectively, and the said *Francis Halhed Ward Jackson* and his Assigns, and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and the said *Robert Ward Jackson* and his Assigns, and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and the said *Sarah Marshall Jackson*, her Executors, Administrators, and Assigns, and the said *Isaac Henry Tyas*, *Francis Day Chalmer* and *Joseph Cooper Straford*, as the surviving Trustees of the said Term of Five hundred Years created by the said Indenture of the Fifth Day of *June* One thousand eight hundred and forty-three, their Executors, Administrators, and Assigns, and all and every other Persons to or on whom any Estate, Right, Title, or Interest at Law or in Equity, (other than any Tenancies under any subsisting Leases or Agreements, or to or on whom any Charge, Claim, or Demand of, in, to, out of, upon, or affecting the Lands specified in the First Schedule, or any Part or Share of or in the same respectively, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of or under the recited Indentures, Will, and Codicils, or any of them respectively,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of those Lands, or any Part or Share thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not passed.

LXXI. That

Ward Jackson's Estate Act, 1853.

LXXI. That 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.

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

THE FIRST SCHEDULE to which the foregoing Act refers.

The whole of the Normanby, Eston, East and West Upsal, Morton, and Ormesby Estates, comprising, with other Hereditaments, the Hereditaments specified in the Second and Third Schedules.

Joseph Panington.

THE SECOND SCHEDULE to which the foregoing Act refers.

Hereditaments in the Township of Upsal,

Of which Mining Leases may be granted.

Names or Particulars.	Contents in Statute Measure.		
	A.	R.	P.
Lands in the Occupation of Edward Davison.			
Cross Keys Close - - - -	5	1	15
Cross Keys Close - - - -	4	2	21
			9 3 36
Hereditaments in the Occupation of Oliver Breckon.			
Five Acres - - - - -	5	0	4
Mill and Lane - - - - -	2	0	31
Mill Field - - - - -	4	2	4
East Mill Field - - - - -	5	2	20
Low Field - - - - -	5	3	30
High Field - - - - -	3	3	32
West Bank - - - - -	7	3	31
Middle Bank - - - - -	9	0	1
Garth - - - - - -	1	3	32
Outbuildings, &c. - - - -	1	0	20
Pasture - - - - - -	11	1	1
Bog Field - - - - -	4	2	4
Old Pasture - - - - -	7	2	33
Back Field - - - - -	6	2	30
Far Field - - - - -	5	0	36
Whinney Field - - - - -	8	0	6
Broad Field - - - - -	11	1	19
Nine Acre Bank - - - -	4	1	21
Nine Acre Bank - - - -	4	2	7
Great Bank - - - - -	12	0	22
Upsal Bank Bottom - - - -	8	0	31
Part of Upsal in tack - - - -	48	0	1
			179 1 16
Carried forward - - -			189 2 12

Ward Jackson's Estate Act, 1853.

Names or Particulars.	Contents in Statute Measure.					
	A.	R.	P.	A.	R.	P.
Brought forward	-	-	-	189	2	12
Hereditaments in the Occupation of Henry Chapman.						
House and Buildings - - - -				0	2	17
Well Garth - - - - -				1	1	19
Orchard Close - - - - -				9	1	1
Orchard Close - - - - -				9	1	1
Road Bank - - - - -				10	3	13
Garth - - - - - -				1	3	12
Runch Close - - - - -				8	0	33
New Field - - - - -				6	2	2
Greg Field - - - - -				5	2	33
Low Field - - - - -				15	0	5
Carr - - - - - -				8	1	27
Carr - - - - - -				6	1	15
Carr - - - - - -				7	0	30
Low Sievy Pasture - - - -				5	0	38
Low Sievy Pasture - - - -				7	2	4
Winter Field - - - - -				9	1	21
Shoulder of Mutton - - - -				9	3	7
Pinfold Close - - - - -				14	0	34
Corn Bottom - - - - -				15	3	37
High Sievy Pasture - - - -				8	1	0
Inoculated Field - - - -				7	1	19
Andrew Field - - - - }				20	1	31
Andrew Field - - - - }						
Calf Close - - - - -				9	0	13
Sand Hill - - - - -				6	3	26
Sand Hill - - - - -				4	0	36
Fatting Pasture - - - - -				7	3	3
Egg Poke - - - - -				12	0	10
Spring Close - - - - -				11	1	23
Middle Bank - - - - -				9	1	6
Middle Bank - - - - -				9	1	5
Crabtree Close - - - - -				6	1	21
Crabtree Bank - - - - -				10	0	0
Crabtree Bank - - - - -				4	3	1
Cow Pasture - - - - -				10	0	0
						290 1 23
Lands in the Occupation of G. E. W. Jackson, Esquire.						
Far Low Field - - - - -				15	1	31
Plantation - - - - -				5	2	32
Ditto - - - - - -				0	1	8
Great West Plantation - - - -				32	0	28
Crabtree Walk - - - - -				2	3	5
Lane - - - - - -				1	3	14
Dibdale - - - - - -				15	2	7
Dibdale - - - - - -				9	0	34
Plantation - - - - -				1	1	24
Lane - - - - - -				0	0	30
Rush - - - - - -				3	0	27
Plantation - - - - -				1	0	33
Ditto - - - - - -				0	0	15
Ditto - - - - - -				1	0	6
Ditto - - - - - -				0	1	36
Carried forward - - -				90	2	10

Ward Jackson's Estate Act, 1853.

Names or Particulars.	Contents in Statute Measure.		
	A. R. P.		A. R. P.
Brought forward - -			479 3 35

Lands in the Occupation of G. E. W. Jackson, Esq. — continued.

Brought forward - -	90 2 10	
Milldam Wood - - - - - -	4 2 10	
Upsal East Wood - - - - -	10 1 31	
Plantation - - - - - -	0 1 7	
East Stripe - - - - - -	1 3 4	
High Intack - - - - - -	57 3 31	
Quarry Bank - - - - - -	3 0 0	
Quarry Bank - - - - - -	15 0 0	
Upsal Bank - - - - - -	7 1 10	
		190 3 23
		670 3 18

Lands in the Township of Normanby.

Bank Pasture - - - - - -	2 2 20	
Plantation - - - - - -	15 2 16	
Bank Field - - - - - -	6 2 15	
Plantation - - - - - -	0 2 23	
Bog Field - - - - - -	4 2 6	
Plantation - - - - - -	5 0 3	
Round Hill - - - - - -	8 1 0	
High Field - - - - - -	8 1 24	
Alp Hill - - - - - -	8 3 7	
Plantation - - - - - -	0 0 20	
Ditto - - - - - - -	0 2 16	
Crook Close - - - - - -	6 3 22	
Wood Nook - - - - - -	2 1 9	
Part of Plantation - - - - -	12 0 0	
Long Field - - - - - -	3 3 36	
Plantation - - - - - -	38 3 21	
Ditto - - - - - - -	0 0 32	
Low Ambrose Bank - - - - -	3 1 23	
High Ambrose Bank - - - - -	3 0 14	
Rye Bank - - - - - -	5 1 26	
Duke's Bank - - - - - -	3 2 38	
Primrose Close - - - - -	2 0 5	
Stripe - - - - - - -	1 3 19	
White Bank - - - - - -	7 3 23	
Shale Bank - - - - - -	2 0 9	
Plantation - - - - - -	1 2 22	
Far High Intack - - - - -	29 1 36	
Normanby Bank Top Intack - - -	19 1 33	
Normanby Bank - - - - -	20 1 7	
Normanby Bank Bottom - - -	7 3 15	
		233 2 30

J. H. Tyas.

The THIRD SCHEDULE to which the foregoing Act refers.

Hereditaments of which Building Leases may be granted.

Names or Particulars.	Occupied by	Contents in Statute Measure.			Total.		
		A.	R.	P.	A.	R.	P.
Lands in the Township of Normanby.							
Appleton Bats - - -	Thomas Moon -	8	0	4			
Elstob Meadow - - -	Ditto - -	9	3	19			
Verge Field - - -	Ditto - -	8	0	32			
West Forest Bank - -	Ditto - -	11	1	29			
Tees Forest - - -	Ditto - -	8	0	5			
East Forest Bank - - -	Ditto - -	7	1	35			
Middle Forest Bank - -	Ditto - -	1	1	20			
Paddock - - - -	Ditto - -	2	0	16			
Little Forest - - -	Ditto - -	7	2	33			
Pansey Field - - -	Ditto - -	8	0	38			
Great Square Field - -	Ditto - -	14	0	4			
Forest Ings - - -	Ditto - -	13	1	11			
South Forest - - -	Ditto - -	6	0	12			
South Square Field - -	Ditto - -	11	0	38			
Sheep Forest - - -	Ditto - -	9	0	11			
House Forest - - -	Ditto - -	3	3	10			
South Forest - - -	Ditto - -	5	3	26			
Long Leys - - -	Ditto - -	9	2	35			
West Intake - - -	Ditto -	6	1	19			
Wood Field - - -	Ditto - -	7	2	35			
					166	2	32
Brick Kiln Field - - -	Nicholas Cawthorne - -	6	0	11			
					6	0	11
					172	3	3
Hereditaments in or adjacent to the Village of Normanby.							
Cottage and Garden - -	John Barker -	0	1	11			
Part of Cottages and Garth -	Munro and others	0	1	17			
Part of Garth and Gardens -	Mary Murray -	0	1	21			
Part of Garth - - -	Ditto - -	0	2	11			
Ditto - - - -	Mrs. Nelson -	0	2	6			
Land adjoining Murray's Pasture -	G. E. W. Jackson (in hand)	0	0	13			
Part of Murray's Pasture - -	Ditto - -	0	0	7			
					2	1	6

The above Parts of the Fields are measured from the Road leading from Ormesby to Redcar.

Ward Jackson's Estate Act, 1853.

Names or Particulars.	Occupied by	Contents in Statute Measure.			Total.		
		A.	R.	P.	A.	R.	P.
Lands in Upsal adjoining the Road leading from Ormesby to Guisborough.							
Part of Cross Keys Close - -	Edward Davison	0	1	29			
Part of Cross Keys Close (*a.*) -	Ditto - -	0	1	35			
Part of East Mill Field - -	Oliver Breckon -	0	2	15			
Part of Mill Field - -	Ditto - -	0	1	38			
Part of Outbuildings - -	Ditto - -	0	0	10			
Part of Pasture - - -	Ditto - -	0	2	23			
Part of Low Field - -	Ditto - -	0	2	13			
Part of Five Acres - -	Ditto - -	0	2	27			
Part of Broad Field - -	Ditto - -	1	1	2			
Part of Greg Field - -	Henry Chapman	0	2	1			
Part of New Field - -	Ditto - -	0	2	3			
Part of Runch Close - -	Ditto - -	0	2	16			
Part of Orchard - - -	Ditto - -	0	3	11			
Part of Cow Pasture - -	Ditto - -	0	3	34			
Part of Spring Close - -	Ditto - -	1	0	16			
Part of Egg Poke - -	Ditto - -	1	1	12			
Part of Plantation - -	G. E. W. Jackson (in hand)	0	0	20			
					11	0	25

The above Parts of the Fields in Upsal are measured from the Road leading from Ormesby to Guisborough.

J. H. Tyas.

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