ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. 6.

An Act to authorize the granting for Building Purposes of Demises for long Terms of Years of the Trust Estate of the late *William Penketh Cotham* Esquire, and to authorize the granting of Mining Leases, and for other Purposes.

[4th *August* 1853.]

Will of W. P. Cotham, dated 2d Jan. 1846.

WHEREAS *William Penketh Cotham*, late of *Springfield* near *Prescot* in the County of *Lancaster*, but afterwards of *Macclesfield* in the County of *Chester*, Esquire, deceased, duly made his Will, bearing Date the Second Day of *January* One thousand eight hundred and forty-six, whereby, after directing his Debts, Funeral and Testamentary Expenses, to be paid out of his Personal Estate, he gave and devised unto his affectionate Wife *Anna Cotham*, now *Anna Laing*, *Thomas Walmesley* of *Hardshaw Hall* in the said County of *Lancaster*, Esquire, now deceased, and *Thomas Swanwick* of *Macclesfield* aforesaid, Doctor of Physic, his Manor and Lordship of *Hardshaw-within-Windle* in the said County of *Lancaster*, with the Capital Messuage or Mansion House, Lands, and Hereditaments thereunto belonging, and all other his Messuages, Tenements, Buildings, Lands, and Hereditaments situate, lying, and being in *Hardshaw* and *Windle* aforesaid, and all his Estates and Hereditaments situate, lying, and being at *Claughton* in the said County of *Lancaster*, and also all his Share, Estate, and Interest in the Messuages, Lands,

and Hereditaments at *Inglewight* and *Eccles Moss* in the Parish of *Goosnargh* in the said County of *Lancaster*, and all other his Messuages, Lands, and Hereditaments, whether in possession, reversion, remainder, or expectancy, which he might at his Decease be competent to dispose of, to hold the same respectively unto and to the Use of the said *Anna Cotham*, *Thomas Walmesley*, and *Thomas Swanwick*, their Heirs and Assigns, for ever; or for all his Estate and Interest therein, upon the Trusts in his said Will and herein-after in part expressed, (that is to say,) upon trust to receive the Rents and Profits arising from his said Manor and Lordship, Messuages, Lands, and Hereditaments, and thereout to expend and apply such Sum or Sums of Money as his said Trustees should think proper in keeping the said Manor and Lordship, Messuages, Lands, and Hereditaments in repair, and in insuring the Buildings thereof against Loss or Damage by Fire, and in the next place upon trust to pay to his said Wife *Anna Cotham* an Annuity or clear yearly Sum of Five hundred Pounds for the Term of her natural Life (determinable, nevertheless, as therein-after mentioned), for her sole and separate Use, free from the Control and Debts of any future Husband with whom his said Wife might intermarry, and without Power of Anticipation, the said Annuity to be payable at the Time and in manner in the said Will mentioned; and the said Testator by his said Will provided and declared, that in case his said Wife should at the Time of his Decease or at any Time thereafter become entitled under the Trusts and Limitations therein-after contained to a Life Interest in possession in the said Hereditaments out of which the said Annuity was payable as aforesaid, then and in such Case the said Annuity or annual Sum should not arise or become payable, or should cease and determine (as the Case might be), and upon further trust that his said Trustees did pay unto his Brother-in-Law the said *Thomas Walmesley*, his Executors and Administrators, out of the annual Rents and Profits of his Estate in *Hardshaw-within-Windle* aforesaid, called and known by the Name of *Hardshaw Hall* Estate, in *Hardshaw* aforesaid, the yearly Sum of Ten Pounds for and during the Minority and until *Charles Leo Walmesley*, Son of the said *Thomas Walmesley*, should attain the Age of Twenty-one Years, and to be applied and appropriated yearly for and towards the Maintenance, Education, and bringing up of the said *Charles Leo Walmesley*, and the first annual Payment thereof to become due and payable in Twelve Calendar Months next after his Decease, and from and after his so attaining that Age, then the Testator ordered and directed his said Trustees to pay the said annual Sum of Ten Pounds to the said *Charles Leo Walmesley* for and during the Term of his natural Life, and he charged and made chargeable his said Estate in *Hardshaw* aforesaid with the Payment thereof accordingly; and, subject, and without Prejudice to the said Annuities, and to the Annuities thereafter mentioned, he directed his

said

said Trustees to stand and be seised of all and singular the said Manor and Lordship, Messuages, Lands, and Hereditaments, upon trust for every Son of him the Testator, and his Issue Male in succession, so that every elder Son and his Issue Male might be preferred to every younger Son and his Issue Male, and so that every such Son might take an Estate for his Life, with Remainder to his First and every subsequent Son successively, according to Seniority in Tail Male, and on Failure of such Issue to every Daughter of him the Testator, and her Issue Male in succession, so that every elder Daughter and her Issue Male might be preferred to every younger Daughter and her Issue Male, and so that every such Daughter might take an Estate for her Life, with Remainder to her First and every subsequent Son successively, according to Seniority in Tail Male, and on Failure of such Issue to the First and every subsequent Daughter successively in Tail Male of every Son and Daughter of him the Testator in the Order in which his said Manor and Lordship, Messuages, Lands, and Hereditaments, were therein-before limited to the Sons of every Son and Daughter of him the Testator, and upon Failure of such Issue upon trust to pay the annual Rents and Profits of the said Manor and Lordship, Messuages, Lands, and Hereditaments, unto his said Wife *Anna Cotham*, or permit her to receive the same for the Term of her natural Life, for her sole and separate Use, free from marital Control, but without Power of Anticipation, and her Receipts alone to be Discharges, and from and after the Decease of his said Wife then upon trust to pay the Rents and Profits of the said Manor and Lordship, Messuages, Lands, and Hereditaments, unto his Sisters *Anna Maria Isabella Walmesley*, *Frances Elizabeth Cotham*, now deceased, and *Mary Clare Sales Cotham* (therein called *Mary Clare Cotham*), now deceased, during their respective Lives, in equal Shares, as Tenants in Common, and from and after their respective Deceases then upon trust to pay the said Rents and Profits unto the said *Thomas Walmesley*, the Husband of his said Sister *Anna Maria Isabella*, until the Issue of his the Testator's said Sister *Anna Maria Isabella* next entitled under the Limitations therein-after contained should attain the Age of Twenty-one Years, for the absolute Use of the said *Thomas Walmesley*, and subject thereto he directed his said Trustees to stand seised of the said Manor and Lordship, Messuages, Lands, and Hereditaments, upon trust for every Son and Daughter born in his, Testator's, Lifetime, of his said Sister *Anna Maria Isabella*, and the Issue of such Son and Daughter, for the same Estates, and in the same Order, and subject to the same Limitations as his said Manor and Lordship, Messuages, Lands, and Hereditaments were therein-before limited to every Son and Daughter of him the Testator, and his or her Issue, and on Failure of such Issue to every Son and Daughter born after his the Testator's Death

Death of his said Sister, and the Issue of such Son and Daughter, for the same Estates and in the same Order as his said Manor and Lordship, Messuages, Lands, and Hereditaments were therein-before limited to the First and every subsequent Son and the First and every subsequent Daughter of every Son and Daughter of him the Testator, and on Failure of such Issue upon trust for his Sister *Frances Elizabeth Cotham*, now deceased, and her Issue, for the same Estates, and in the same Order, and subject to the same Limitations as his said Manor and Lordship, Messuages, Lands, and Hereditaments were therein-before limited to his Sister *Anna Maria Isabella*, and her Issue, and on Failure of such Issue upon trust for his the Testator's Sister *Mary Clare Sales Cotham*, now deceased, and her Issue, for the same Estates, and in the same Order, and subject to the same Limitations as his said Manor and Lordship, Messuages, Lands, and Hereditaments were therein-before limited to his said Sister *Anna Maria Isabella*; and on Failure of such Issue to his own right Heirs; and the said Testator, after making certain Provisions for the younger Children of him the Testator, directed that any Person or Persons, being entitled under the Limitations and Trusts therein-before contained, being a married Woman, should hold and enjoy the said Manor and Lordship, Messuages, Lands, Hereditaments, and Annuities, for her and their respective separate Use, free from marital Control, and so that during such Coverture such Person or Persons might have no Power to alien or anticipate the growing Payments, and her and their respective Receipts should be sufficient Discharges; and the said Testator by his said Will authorized his said Trustees, with or out of the Rents and Profits of the said Manor and Lordship, Messuages, Lands, and Hereditaments, or by mortgaging or charging the same or a competent Part thereof, to raise as much Money as should from Time to Time be requisite for the laying out of Streets, and improving the said Manor and Lordship, Messuages, Lands, and Hereditaments, preparatory to the granting of Leases for Building Purposes or otherwise, and from and after the executing of such Mortgage he directed his said Trustees to receive the Rents and Profits arising from his Coal and other Mines, and pay and apply the same, as they should think proper, in Liquidation and Discharge of such Mortgage, and to accumulate the said Rents and Profits from such Mines, by investing the same on such Security as they should think proper, until they could pay and apply such Accumulations either in full or in part Discharge of the said Mortgage Money, and he empowered his said Trustees to let and demise the said Manor and Lordship, Messuages, Lands, and Hereditaments, or any Part or Parts thereof, for such Term or Terms of Years, at such Rack or other Rents, and with, under, and subject to such Covenants and Provisions as the said Trustees should in their Discretion think proper, but so nevertheless that no Fine or Premium should be

accepted

accepted or taken for the granting of any such Lease or Leases, and also to demise or lease, for building upon or otherwise improving the same, all or any Part of the said Manor and Lordship, Messuages, Lands, and Hereditaments, (save and except the said Messuage or Mansion House called *Hardshaw Hall*, and the Buildings and Gardens appertaining thereto,) to any Person or Persons, either for Lives and Years, not exceeding Three Lives and Twenty-one Years after the Death of the Survivor of such Lives, or for any Term or Number of Years separately, to commence in possession, and to be renewable, or not, at the Discretion of his said Trustees, and on such Terms, Stipulations, and Conditions, as his said Trustees should think proper, so that on the granting of every such Lease there be reserved the best improved yearly Rents that could be gotten for the same, without any Fine or other Thing to abate such Rent, and also to renew such Leases, and the Leases then or thereafter to be granted by him, in conformity to the Covenants, if any, and on the Conditions for that Purpose contained and stipulated therein respectively; and the said Testator by his said Will declared, that the Provision which he had made for his said Wife should be accepted by her in lieu of all Dower or Free Bench which she might have or claim out of all or any Part of his Freehold, Copyhold, or other Estates, and in full Satisfaction of all Claims in respect thereof, and he declared that the Receipt of his said Trustees for any Sum or Sums of Money which should be paid to them under or by virtue of the Trusts thereof should effectually discharge the Person or Persons paying the same from all Responsibility in respect to the Application thereof, and that in case the said *Anna Cotham*, *Thomas Walmesley*, and *Thomas Swanwick*, or any or either of them, or any Trustee or Trustees to be appointed under that Provision, should die, or become unwilling or unable to act in the aforesaid Trusts, before the same should be fully executed and performed, then and as often as the same should happen it should be lawful for (but should not be incumbent on) his said Wife during her Life, and after her Decease then for the surviving or continuing Trustees or Trustee for the Time being, and if there should be no such Trustee then for the retiring Trustee or Trustees, and if there should be no such Trustee as last mentioned then for the Executors and Administrators of the deceased Trustee, or if more than One of the last deceased Trustee, to nominate and appoint any fit Person or Persons to supply the Place or Places of the Trustee or Trustees respectively so dying, or becoming unwilling or unable to act as aforesaid, and that immediately after such Appointment the Trust Estates should be conveyed and assured, at the Expense of the Trust Estate, so and in such Manner that the same might vest in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or in such new Trustees solely, as the Case might require, subject to the Trusts aforesaid, and such

new Trustee or Trustees should have and might exercise (as well before as after the Execution of such Conveyance and Assurance as aforesaid) all the Powers and Authorities whatsoever therein-before contained, in the same Manner, to all Intents and Purposes, as if he, she, or they had been thereby appointed a Trustee or Trustees, and the previous Clauses therein-before contained, so far as they concerned his Trustees therein-before named, should extend and be applied to the Trustees and Trustee for the Time being of his Will, and he appointed his said Wife *Anna Cotham*, the said *Thomas Walmesley*, and *Thomas Swanwick* to be the Executrix and Executors of that his Will: And whereas the said *William Penketh Cotham* made a Codicil to his said Will, which Codicil bears Date the Twenty-third Day of *January* One thousand eight hundred and forty-six, whereby, after reciting that by his said Will he had given and devised certain Real Estates and given certain Powers to his said Wife *Anna Cotham*, *Thomas Walmesley*, and *Thomas Swanwick*, and appointed them Executrix and Executors of his Will, and bequeathed to the said *Thomas Walmesley* and *Thomas Swanwick* One hundred Pounds apiece, he revoked his said Will, so far as the said *Thomas Swanwick* was an Object thereof, and declared that his Will should take effect in the same Manner as if the Names of his said Wife *Anna Cotham* and the said *Thomas Walmesley* had been originally inserted in his said Will alone as Trustees and Executrix and Executor, without the Name of the said *Thomas Swanwick;* and the said Testator by his said Codicil confirmed his said Will in all other respects: And whereas the said *William Penketh Cotham* departed this Life on the Twenty-third Day of *January* One thousand eight hundred and forty-six, without altering or revoking his said Will and Codicil, except as to the said Will so far as the same is altered by the said Codicil, and without leaving any Issue, and leaving the said *Anna Cotham* (now *Anna Laing*), *Anna Maria Isabella Walmesley*, and the said *Frances Elizabeth Cotham*, now deceased, *Mary Clare Sales Cotham*, now deceased, and *Thomas Walmesley*, now deceased, and *Charles Leo Walmesley*, him surviving, and leaving the said *Anna Maria Isabella Walmesley* and *Frances Elizabeth Cotham* and *Mary Clare Sales Cotham* his Co-heiresses at Law: And whereas the said Will and Codicil were duly proved in the Consistory Court of the Bishop of *Chester* on the Thirteenth Day of *March* One thousand eight hundred and forty-six, by the said *Thomas Walmesley* alone, the said *Anna Cotham* having renounced Probate thereof: And whereas the said *Mary Clare Sales Cotham* duly made and published her last Will and Testament, bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and forty-six, and thereby gave, devised, and bequeathed all her Real and Personal Estate whatsoever and wheresoever unto and to the Use of her Sisters, *Anna Maria Isabella Walmesley*, Wife of the said *Thomas*

Codicil, dated 23d Jan. 1846.

Will and Codicil proved, 13th March 1846.

Will of Mary Clare Sales Cotham, dated 29th March 1846.

Cotham's Estate.

Thomas Walmesley, and *Frances Elizabeth Cotham* Spinster, and their respective Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, in equal Shares and Proportions as Tenants in Common, and appointed the said *Frances Elizabeth Cotham* and *Thomas Walmesley* Executors of her said Will: And whereas the said *Mary Clare Sales Cotham* departed this Life the Eighteenth Day of *April* One thousand eight hundred and forty-six, without altering or revoking her said Will, and without ever having been married, and the same Will was on the Thirteenth Day of *August* One thousand eight hundred and forty-six duly proved in the Consistory Court of the Bishop of *Chester*, by the said *Thomas Walmesley*: And whereas by an Indenture bearing Date the Fourteenth Day of *February* One thousand eight hundred and forty-six, and made between the said *Anna Laing*, then *Anna Cotham*, of the one Part, and the said *Thomas Walmesley* of the other Part, after reciting that the said Testator's Real Estate comprised certain Mines of Coal lying and being within and under several Closes or Parcels of Land situate in *Windle* in the said County of *Lancaster*, Part whereof were, by Indenture bearing Date the Seventeenth Day of *February* One thousand eight hundred and twenty-four, leased to *Charles Speakman*, *George Mackay*, and *Richard Speakman*, therein described, for the Term of Thirty-one Years thence next ensuing, subject to the Payment of the Rents and Performance of the Covenants therein mentioned, and other Part thereof were, by Indenture bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and forty-two, leased to *John Speakman*, *William Turner*, *Thomas Caldwell*, and *Lee Watson*, for the Term of Thirty Years thence next ensuing, subject to the Rent and Performance of the Covenants therein mentioned; and reciting, that the said Testator did, by Indenture bearing Date the Third Day of *September* One thousand eight hundred and forty-two, release and convey certain Messuages, Tenements, Closes, Lands, and Hereditaments situate at *Claughton* in the said County of *Lancaster* to the Reverend *Felix Poole*, for securing the Repayment of the Sum of Two thousand two hundred Pounds, and Interest, and which Mortgage Security had since been transferred to *Catherine Barnes* and *Ann Barnes*, both of *Prescot* in the County of *Lancaster*, Spinsters, and that the said Testator did also, by Indenture bearing Date the Sixteenth Day of *March* One thousand eight hundred and forty-three, appoint, release, and convey certain Messuages or Tenements, Farms, Lands, and Hereditaments, situate in *Claughton*, *Goosnargh*, *Eccles Moss*, *Inglewight*, and *Hardshaw within Windle* in the said County of *Lancaster*, to *William Garton* of *Saint Helen's* in the said County, Surgeon, for securing the Repayment of the Sum of Four thousand Pounds, and Interest; and also reciting, that it was the Intention

Indenture, dated 14th Feb. 1846.

of

of the said Testator, at the Time of making his therein-before in part recited Will, that the Rents, Issues, and Profits arising and payable under and by virtue of the therein-before recited Indentures of Lease respectively should accumulate and form a Fund for the Purpose of paying off, satisfying, and discharging the Principal Monies and Interest secured by the therein-before recited Indentures of Mortgage; but such his Intention not having been set forth in his said Will, the said *Anna Laing*, in order to carry the same into effect, had agreed to assign and transfer her Interest of and in the Rents, Issues, and Profits arising and payable under and by virtue of the said therein-before recited Indentures of Lease dated respectively as therein-before mentioned, unto and to the Use of the said *Thomas Walmesley*, his Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and in the Manner therein-after expressed; it is witnessed, that for the Purpose of carrying the before-recited Intention of the said Testator into effect, and for a nominal Consideration, she the said *Anna Laing* did grant, bargain, sell, assign, transfer, and set over unto the said *Thomas Walmesley*, his Executors, Administrators, and Assigns, all the Interest of her the said *Anna Laing*, under and by virtue of the therein-before recited Will of the said *William Penketh Cotham*, deceased, of, in, and to all the Rents, Issues, and Profits arising, accruing, and payable, and then due, and thereafter to become due, under and by virtue of the therein-before recited Indentures of Lease bearing Date respectively the Seventeenth Day of *February* One thousand eight hundred and twenty-four and the Twenty-fourth Day of *June* One thousand eight hundred and forty-two, and all and every Sum and Sums of Money to become due and payable in respect of the same, and also of, in, and to all Sum and Sums of Money due and owing from the said *John Spealman*, *William Turner*, *Thomas Caldwell*, and *Lee Watson*, or any other Person or Persons, for Coals gotten by them or any of them belonging to the said *William Penketh Cotham*, the Value whereof had not yet been ascertained, and which said Coals were not included in the said recited Indentures of Lease respectively, or either of them, and all the Estate, Right, Title, Property, Claim, and Demand of her the said *Anna Cotham* of, in, or to the same, to have and receive the said Rents, Issues, and Profits of the said Mines of Coal and other the Premises thereby assigned, or intended so to be, unto the said *Thomas Walmesley*, his Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes therein-after declared and contained, (that is to say,) upon trust that he the said *Thomas Walmesley*, his Executors, Administrators, or Assigns, should stand possessed of and interested in the Rents, Issues, and Profits of the said Mines of Coal, and after thereout paying and keeping down the Interest of the Principal Monies owing upon the Security of the therein-before recited Mortgage Securities respectively, and all Ex-

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penses incident thereto, and all Costs, Charges, and Expenses which he or they might incur or be put unto in or about the Execution of those Presents, then upon trust to accumulate the Residue of the said Rents, Issues, and Profits from such Mines by investing the same in such Security as he or they should think proper, until the same could be applied either in full or in part Discharge of the therein-before recited Mortgage Monies respectively: And whereas the said *Anna Cotham* (now *Anna Laing*), by Deed Poll dated the Twenty-sixth Day of *August* One thousand eight hundred and forty-six, absolutely and irrevocably renounced and disclaimed all the Real and Personal Estates, Trusts, Powers, and Authorities whatsoever in and by the Will of the said *William Penketh Cotham* devised and bequeathed or given to her and the said *Thomas Walmesley* deceased, and their Heirs, and all Trusteeship in respect thereof, and all Rights, Powers, and Privileges thereunto relating, or in anywise belonging or appertaining: And whereas the said *Thomas Walmesley* died on the Fifteenth Day of *March* One thousand eight hundred and forty-seven, having duly made his Will in Writing bearing Date the Twenty-eighth Day of *July* One thousand eight hundred and forty, but which did not contain any Disposition of Estates vested in him as a Trustee, and thereby the said Testator appointed his Wife, the said *Anna Maria Isabella Walmesley*, his sole Executrix, and the said Will was proved by the said *Anna Maria Isabella Walmesley* in the Consistory Court of the Bishop of *Chester* on the Twelfth Day of *June* One thousand eight hundred and forty-seven: And whereas the said *Thomas Walmesley* left Four Children, and no more; (*videlicet,*) the said *Charles Leo Walmesley*, his eldest Son and Heir-at-Law, an Infant of the Age of Fourteen Years or thereabouts, *Vincent Augustine Walmesley*, an Infant of the Age of Eleven Years or thereabouts, *Winifred Maria Frances Walmesley*, an Infant, of the Age of Nine Years or thereabouts, and *Alfred Angelus Walmesley*, an Infant of the Age of Eight Years or thereabouts, and which Children were all born in the Lifetime of the said Testator *William Penketh Cotham*, and are the only Children or other Issue of the said *Anna Maria Isabella Walmesley*: And whereas upon the Death of the said *Thomas Walmesley* the said Trust Estates became vested in the said *Charles Leo Walmesley*, his Heir-at-Law, and who is also, under the Provisions of the said Will, entitled to an Estate for Life in remainder expectant upon the Determination of the prior Estates for Life in the said Trust Estates limited by the said Will of the said *William Penketh Cotham*: And whereas by an Order of the High Court of Chancery, dated the Twenty-third Day of *April* One thousand eight hundred and forty-seven, made in the Matter of the Trust Estates of the said *William Penketh Cotham* Esquire, deceased, and in the Matter of the Act of Parliament next herein-after mentioned, on the Petition of the said *Anna Cotham* (now *Anna Laing*), *Anna Maria Isabella*

Order of Court of Chancery, dated 23d April 1847.

Isabella Walmesley, and the said *Frances Elizabeth Cotham* deceased, it was referred to the Master in rotation to inquire how the Estates in the said Petition mentioned were vested in the said *Charles Leo Walmesley*, and whether he was an Infant, and a Trustee within the Meaning of the Act of Parliament passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for amending the Laws respecting Conveyances and Transfers of Estates and Trusts vested in Trustees and Mortgagees, and for enabling Mortgagees to give Effect to their Decrees and Orders, in certain Cases*, and if a Trustee, for whom; and it was ordered, that the said Master should approve of Two or more proper Persons to be appointed Trustees of the Will of the said *William Penketh Cotham* in the Place of the said *Anna Cotham* and *Thomas Walmesley* deceased: And whereas *William Wingfield* Esquire, the Master in rotation to whom the said Matters were referred by his Report, dated the Twenty-second Day of *July* One thousand eight hundred and forty-seven, found that the said Estates devised by the Will of the said *William Penketh Cotham* were then vested in the said *Charles Leo Walmesley* for an Estate of Inheritance in Fee Simple as Heir-at-Law of the said *Thomas Walmesley* deceased, who was the sole Trustee of the Will of the said *William Penketh Cotham*, and that the said *Charles Leo Walmesley* was an Infant under the Age of Twenty-one Years, and a Trustee within the Intent and Meaning of the said Act of Parliament; and the said Master by his said Report approved of the said *Anna Maria Isabella Walmesley* and *Herman Walmesley* of *Gidlow Lane* within *Wigan* in the said County of *Lancaster* to be Trustees in the Place of the said *Anna Cotham* (now *Anna Laing*) and the said *Thomas Walmesley* deceased: And whereas by another Order of the High Court of Chancery, made in the said Matters on the Twenty-eighth Day of *July* One thousand eight hundred and forty-seven, it was ordered, that the said Master's Report should be confirmed, and that the said *Anna Maria Isabella Walmesley* and *Herman Walmesley* should be appointed the Trustees of the Will of the said *William Penketh Cotham*, and that the said *Charles Leo Walmesley* the Infant should convey the Trust Estates in the said Report mentioned to the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, pursuant to the said Act of Parliament and the said Master's Report: And whereas by a Statutory Indenture of Release, dated the First Day of *January* One thousand eight hundred and forty-eight, and made between the said *Charles Leo Walmesley* of the one Part, and the said *Anna Maria Isabella Walmesley* and *Herman Walmesley* of the other Part, the said *Charles Leo Walmesley*, by virtue and in pursuance of the said last-mentioned Order, did bargain, sell, and release to the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, and their Heirs, all that the Manor or Lordship of *Hardshaw-within-Windle* aforesaid, with the Capital Messuage

Master's Report, dated 22d July 1847.

Order confirming Master's Report, dated 28th July 1847.

Indenture of Release, dated 1st Jan. 1848.

Cotham's Estate.

Messuage or Mansion House, Lands, and Hereditaments thereunto belonging, and all other the Messuages, Tenements, Buildings, Lands, and Hereditaments situate, lying, and being in *Hardshaw* and *Windle* aforesaid, and all the Estate and Hereditaments situate, lying, and being in *Claughton* in the said County of *Lancaster*, and also the Share and Interest in the Messuages, Lands, and Hereditaments at *Inglewight* and *Eccles Moss* in the Parish of *Goosnargh* in the said County of *Lancaster*, and all other the Messuages, Tenements, Buildings, Lands and Hereditaments devised by the said last Will and Testament of the said *William Penketh Cotham* to the said *Anna Cotham* (now *Anna Laing*) and the said *Thomas Walmesley* deceased, with the Appurtenances, to hold unto the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, their Heirs and Assigns, upon the Trusts contained in the said Will of the said *William Penketh Cotham*, or such of them as were still subsisting and capable of taking effect, and it was thereby declared by the said *Anna Maria Isabella Walmesley* and *Herman Walmesley* that they would hold the said Hereditaments upon the Trusts aforesaid: And whereas the said *Anna Cotham* on the Third Day of *May* One thousand eight hundred and forty-eight intermarried with and is now the Wife of *David Laing* of *Hardshaw Hall* aforesaid, Merchant: And whereas by Indenture of Settlement made previous to and in contemplation of such last-mentioned Marriage, bearing Date the Second Day of *May* One thousand eight hundred and forty-eight, and made between the said *David Laing* of the First Part, the said *Anna Laing*, then *Anna Cotham*, of the Second Part, and *Joseph Beard* and *Robert Laing* of the Third Part, it was declared and agreed that the said *David Laing* should assign unto the said *Joseph Beard* and *Robert Laing*, their Heirs, Executors and Administrators, the Life Estate and Interest of the said *Anna Laing* under the said Will in the said devised Hereditaments and Premises, upon trust for the said *Anna Laing* for Life for her separate Use; but it was declared that the same should not be without Power of Anticipation or Alienation, anything in the said Will to the contrary in anywise notwithing: And whereas the said *Frances Elizabeth Cotham* duly made and published her last Will and Testament, bearing Date the Ninth Day of *November* One thousand eight hundred and forty-nine, and thereby gave, devised, and bequeathed all her Real and Personal Estate, whatsoever and wheresoever, unto her Sister *Anna Maria Isabella Walmesley*, her Heirs, Executors, Administrators, and Assigns, for her and their own absolute Use and Benefit, and appointed the said *Anna Maria Isabella Walmesley* sole Executrix of her said Will: And whereas the said *Frances Elizabeth Cotham* departed this Life on or about the Second Day of *February* One thousand eight hundred and fifty-one, without altering or revoking her said Will, and without ever having been married, and the same Will was, on the Fourth Day of *September* One

Marriage Settlement, dated 2d May 1848.

Will of F. E. Cotham, dated 9th Nov. 1849.

One thousand eight hundred and fifty-one, duly proved in the Consistory Court of the Bishop of *Chester* by the said *Anna Maria Isabella Walmesley*: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and fifty-three, made in the Matter of the Estate of the said *Thomas Walmesley* deceased, it was ordered, that the said *Anna Maria Isabella Walmesley* be appointed the Guardian of the said Infants *Charles Leo Walmesley*, *Vincent Augustine Walmesley*, *Winifred Maria Frances Walmesley*, and *Alfred Angelus Walmesley*, and that as such Guardian she be at liberty to consent on behalf of the said Infants to the passing of this Act: And whereas Part of the Hereditaments devised by the said Will of the said *William Penketh Cotham* consists of small Cottages and other Buildings which are of an inferior Description and in bad Repair, and are so situated as to interfere with the letting for Building Purposes of Lands devised by such Will, and *Hardshaw Hall* aforesaid has, since the said Testator's Decease, by reason of the Increase of Manufactories in the immediate Neighbourhood, become unsuitable for a Residence: And whereas Parts of the said Hereditaments devised by the said Will of the said *William Penketh Cotham* are held under Leases for Lives, with or without a Term of Years, and with, in many Instances, Provisions for Renewal: And whereas the Powers of leasing given by the said Will of the said *William Penketh Cotham* are not sufficiently definite to enable the Trustees or Trustee for the Time being acting in execution of the Trusts of such Will advantageously to dispose by way of Lease for building and other similar Purposes for long Terms of Years of Lands and Hereditaments subject to the Trusts of such Will, and the Absence of an express Power in such Will to grant Leases for mining and similar Purposes is an Obstacle to the granting of such Leases; and it will be for the Benefit of all Parties interested under such Will if proper Powers be given for leasing for long Terms of Years, or conveying in Fee, the said devised Estates, including *Hardshaw Hall* aforesaid, and the Buildings and Gardens appertaining thereto, in consideration of adequate Rents, and for taking down the said Cottages and Buildings; but the Objects and Purposes aforesaid cannot be effected without the Authority of Parliament; Wherefore Your Majesty's most dutiful and loyal Subjects the said *David Laing* and *Anna Laing* his Wife, as Tenant for Life in possession of the said devised Hereditaments, and the said *Anna Maria Isabella Walmesley*, as such Tenant for Life in remainder as aforesaid, and the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, as Trustees acting in execution of the Trusts of the said Will of the said *William Penketh Cotham*, do must 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

Order of Court, dated 25th May 1853.

Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Power to Trustees, with consent of Parties beneficially interested, &c., to demise for any Term of Years.

I. That it shall be lawful for the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, or the Survivor of them, or other the Trustees or Trustee for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham* deceased, at any Time or Times hereafter and from Time to Time (but during the Life of the said *Anna Laing* not without her Consent in Writing) to demise or lease for any Term not exceeding Nine hundred and ninety-nine Years all or any Part or Parts of the Lands and Hereditaments which are or may for the Time being be subject to the Trusts of such Will, including *Hardshaw Hall* aforesaid, and the Buildings and Gardens appertaining thereto, to any Person or Persons who (except in the Case of Leases granted on the Surrender of subsisting Leases) hath or have substantially improved, rebuilt, or repaired, or shall be willing substantially to improve, rebuild, or repair any of the present or future Houses, Manufactories, Warehouses, Workshops, or other Buildings upon any Part of the same Lands, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Building or Buildings on any Land whereon no Buildings shall be then standing, or who shall be willing to annex any of the said Lands for Gardens, Yards, Roads, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or any Part thereof, or on any adjoining Lands, or otherwise to improve the said Lands or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of the Buildings standing on the Land in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and appropriate any Part or Parts of the Land to be comprised in any such Lease as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, or otherwise, for the Use of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and make, in or under any of the Land which may be set out or appropriated for Streets, Squares, Roads, Ways, Avenues, or Passages as aforesaid, or any other of the said devised Lands, any Arches, Cellars, Areas, Sewers, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other

other Soil as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and to dig and excavate any Building Stone, Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Loam, Sand, and Soil into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements as aforesaid, and either reserving or not reserving the Right of making, laying, or using any Arches, Cellars, Areas, Sewers, or other Easements, Liberties, or Privileges in, upon, under, or out of the Premises leased; and with or without any other Liberties, Privileges, Conveniences, or Easements which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Lands; and either with or without Covenants and Stipulations as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, used, or improved; so as in every such Lease or Demise there be limited or reserved and made payable (except in those Cases where a Peppercorn Rent only may be reserved, according to the Provisions hereinafter contained,) the best and most beneficial yearly Rent or Rents which in the Opinion of the Persons or Person for the Time being exercising this present Power can at the Time of making or granting of any such Lease, due Regard being had to and Allowance made in respect of any existing Lease, and considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same; and so as the Rent or Rents to be reserved on any such Lease be made payable yearly or half-yearly, or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making or granting of the same; and so as in every such Lease made for the Purpose of having Buildings finished, erected, or built, there shall be contained a Covenant on the Part of the Lessee or Lessees to complete and finish or erect and build the Houses, Manufactories, Erections, or Buildings which may be agreed to be completed and finished or erected and built (if not then already done) within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby granted every such House, Manufactory, Erection, and Building; and so as in every such Lease made for the Purpose of having Buildings repaired or built there shall be inserted a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair, within a

Time

Time to be specified for that Purpose, the Building agreed to be rebuilt or repaired, and to keep the same in repair; and so as in every such Lease for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease or Demise, and also a Covenant for keeping every House, Manufactory, and other Building erected and built or repaired on the Premises to be therein comprised insured from Loss or Damage by Fire in the Amount of Three Fourths at least of the Value thereof in some or One of the public Offices of Insurance in *England*, 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 every such House, Manufactory, or Building as shall be destroyed or damaged by Fire, and also to surrender the Possession and leave in good Repair every House, Manufactory, Erection, and Building to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Receipt of the Rent or Rents to be reserved or limited and made payable in and by such Lease, his, her, or their Surveyors and Agents, to enter upon the Premises thereby demised, and to inspect the Condition thereof, and also a Proviso or Condition of Re-entry by such Persons or Person for Nonpayment of the Rent to be thereby reserved or limited (unless the same shall be a Peppercorn) for any Period not exceeding Sixty Days next after the same shall become payable, in case there shall not be a Distress or Distresses found on the Premises so demised sufficient to pay the Rent then due, and the Costs of such Distress or Distresses, and also with or without a Proviso or Condition of Re-entry by such Persons or Person for Nonperformance or Nonobservance of the Covenants, Provisoes, and Conditions to be contained in such Lease on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any of such Covenants, Provisoes, and Conditions in that Behalf specified, and with or without a Proviso (as to the Persons or Person making or granting each such Grant or Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and except

such

such other Covenants, Provisoes, or Conditions, if any, as it may be agreed between the Parties shall be so excepted,) shall occasion any Forfeiture of such Lease, or of the Estate, Interest, or Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may contain such other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall appear reasonable or expedient to the Persons or Person who for the Time being shall or may exercise the said Power of demising, and so as the respective Lessees execute Counterparts of their respective Leases: Provided always, that the First Payment of the Rent to be reserved in any Lease of any Part of the said Lands may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made: Provided also, that in the Case of Leases granted of Lands held under Leases for Lives, with or without a Term of Years, not less than Four Times the Amount of the Rent payable under such Leases respectively shall be made payable.

Power to appropriate Land for Ways, Gardens, Streets, &c.

II. Provided always, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid (but with the Consent of the said *Anna Laing* during her Life) to set out, allot, and appropriate any Part or Parts of the said Lands, Hereditaments, and Premises as and for Markets, Streets, Squares, Crescents, Roads, Ways, Arcades, Passages, Sewers, Drains, and for Water and Gas Pipes, Yards, Gardens, Pleasure Grounds, Shrubberies, ornamental Grounds, Reservoirs, Wells, Pumps, Watercourses, or other Easements and Conveniences, or for the making or constructing any Railway or Railways, or Canal or Canals, in, through, or across any of the said Lands, Hereditaments, and Premises, or for the Purposes of or Convenience of carrying on any Trade or Manufactory, and make any such Roads, Ways, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, ornamental Grounds, Reservoirs, Wells, Pumps, Watercourses, or other Easements and Conveniences, or Railways or Canals, over, in, upon, or under the said Lands, Hereditaments, and Premises, or any Part or Parts thereof, and do all Acts incidental thereto respectively, for the general Improvements of the said Estates and the Accommodation

dation of the Lessees thereof or of any Part or Parts thereof, in such Manner as shall be mentioned and declared in the Deed or Deeds whereby any such Demise or Demises shall be made, or in any general Deed or Deeds to be executed for that Purpose, such general Deed or Deeds (if any) to be executed by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and with such Consent as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* or of the County Palatine of *Lancaster* within Six Calendar Months from the respective Dates or Date of such general Deeds or Deed, and by such Deeds or Deed to give and grant, or cause to be given and granted, either before or contemporaneously with or after such Demise or Demises or of any of the same respectively, such Rights, Liberties, Privileges, Easements, and Conveniences as the Persons or Person for the Time being making such Demise or Demises shall think fit.

Power to contract for making Demises.

III. Provided always, That it shall be lawful for the Person or Persons for the Time herein-before authorized to make such Leases or Demises as aforesaid (but with the Consent of the said *Anna Laing* during her Life) to enter into any Contract or Contracts in Writing prior to the making of any such Demises, under the Powers herein-before contained, of all or any Parts or Part of the Lands, Hereditaments, and Premises of which they, she, or he are herein-before authorized to make Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to and upon the Terms of the said Powers respectively herein-before contained, so far as the same respectively may be applicable; and to agree, when and as any Lands or Buildings so agreed to be demised, or any Part or Parts thereof, shall be built on or rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to demise the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, his or their Executors, Administrators, and Assigns, (as the Case may require,) or to such Person or Persons, to be approved of by the Person or Persons for the Time being hereby authorized to make Grants or Leases as aforesaid, as the Person or Persons contracting to take the same, his, her, or their Executors, Administrators, or Assigns, shall nominate and appoint in that Behalf, for and during the Remainder of the Estate and Interest or Term or Terms to be specified in such Contract or Contracts, in such Parcels and under such Proportions, to be specified or subsequently agreed upon, or ascertained by Reference or otherwise, of the yearly Rent or Rents as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved in any Lease which shall be made in pursuance of any such Contract as aforesaid shall bear a Proportion to the whole Rent specified in such

Contract, and thereby agreed to be reserved and made payable, greater than the Quantity of Land comprised in such Grant or Lease shall bear to all the Land comprised in such Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use; and, if the Persons or Person who shall enter into such Contract or Contracts shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved and made payable in the Lease or Leases to be made of a given Quantity, to be specified in such Contract or Contracts, of the Land and Premises thereby agreed to be demised, such Quantity not being less in Value than Six Times the Rent reserved thereon, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any Lease or Leases to be made or granted, at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity for such Purposes shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited and made payable shall have been reserved or limited in the Lease or Leases to be made or granted of a competent Part or competent Parts of the Land or Ground and Premises thereby agreed to be demised, such competent Parts being not less than Six Times the Value of the Rent therein to be reserved, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and, in case of Leases to be subject to the yearly Rent of a Peppercorn, to agree to make or grant the same before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents in or by such Contract or Contracts respectively agreed to be reserved and made payable may be made to commence at such Period or Periods not exceeding Two Years and a Half from the Date of such Contract or Contracts respectively, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper and expedient, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and to the Progress of the Buildings, Works, or Improvements stipulated to be erected or made thereon; and also to agree that when and so soon as any Lease or Leases shall be granted of any Part or Parts of the Land and Premises so contracted to be leased the Lands and Premises so contracted to be leased shall be thereupon discharged from such Contract or Contracts, and that the Person or Persons with

with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Land or Ground and Premises comprised in such Contract or Contracts which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts remaining to be provided for or otherwise secured; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of demising herein-before contained.

Every Contract shall contain a Condition for vacating same, or for Re-entry, in certain Cases.

IV. Provided always, That in every Contract which shall be entered into in pursuance of this Act there shall be contained a Clause or Condition for vacating the same, as to or for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be demised as shall not have been actually demised in performance of the same Contract, in case the same shall not be built on, or rebuilt, repaired, or laid out, formed, or improved, in the Manner in such Contracts stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be made or granted, pursuant to such Contract, shall accept the same, and execute Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, and that in default such Contract shall as to all the Premises not actually leased in pursuance of the same Contract be void; and every such Contract shall be binding on all and every the Person or Persons upon whom any Lease executed in pursuance of the Provisions of this Act would be binding, and shall be carried into execution by a Lease or Leases, to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

On Re-entry, fresh Leases or Contracts may be made.

V. That if the Possession of any of the Premises to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Conditions of Re-entry to be contained in any such Lease or Contract or otherwise, then and in such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant such Leases respectively as aforesaid (but with the Consent of the said *Anna Laing* during her Life), to grant Leases, or to enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises respectively, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for any Lease thereof had been previously made, granted, or entered into.

VI. Pro-

New Agreements may be entered into by way of Addition to or Alteration or Explanation of former Contracts.

VI. Provided always, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Leases respectively as aforesaid (but with the Consent of the said *Anna Laing* during her Life) from Time to Time to enter into any new Covenant or Covenants, or Agreement or Agreements, not inconsistent with the Object or the Intention of the original Contract or Contracts, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or of Alteration or Explanation of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act; or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, for and from the Observance and Performance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act; or to accept or agree for a Relinquishment or Surrender of all or any Part or Parts of the Hereditaments comprised in any such Contract or Contracts; and the Hereditaments to be relinquished or surrendered in pursuance of any Agreement in that Behalf, or any Part thereof, may be contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same and like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Power to confirm defective Leases.

VII. That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make Leases as aforesaid, so far as relates to the Hereditaments of which such Persons or Person are or is hereby authorized to grant Leases as aforesaid, to confirm any Lease or Leases to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding

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

Leases under this Act to be deemed to have been duly made, notwithstanding Variations from Contracts.

VIII. Provided always, That every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it shall have been preceded by and shall purport to have been made in pursuance of a Contract, and such Contract shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and Contract, provided such leasing shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be made and granted; and that after any Lease shall have been executed and perfected 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.

Trustees of Will to have Power to lease Mines, and to grant mining and other Leases, and Leases of Wayleaves.

IX. That it shall and may be lawful for the said *Anna Maria Isabella Walmesley* and *Herman Walmesley*, or the Survivor of them, or other the Trustee or Trustees for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham* deceased, at any Time or Times hereafter, and from Time to Time, (but during the Life of the said *Anna Laing* not without her Consent in Writing,) to demise or lease all and every or any Part or Share of the Mines, Layers, Seams, Beds, and Strata of Ironstone, Coal, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances which were at the Decease of the said *William Penketh Cotham* opened, found, or discovered, or which have since been or shall at any Time or Times hereafter be opened, found, or discovered, in or under all or any Part or Parts of the Lands and Hereditaments which are or may for the Time being be subject to the Trusts of such Will, and either with or without any Part of the said Lands and Hereditaments which it may be thought expedient to lease therewith,

therewith, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion, or within Three Years after the Date of such Lease, together with full and free Liberty, Licence, Power, and Authority to open such Mines, and to sink, dig, search, bore, and try for, and win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Stones, Minerals, Metals, and Substances, and also all such Stones, Minerals, Metals, and Substances as may be now gotten, brought, imported, in, from, or out of any Lands adjoining or lying near thereto, and for the Purposes aforesaid from Time to Time to dig, sink, make, and work such Pits, Groves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, Watercourses, and other Works, and to make, erect, construct, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Water-mills, and other Mills, Gins, and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, un-watering, draining, winning, working, procuring, or conveying, burning, smelting, or manufacturing the said Stones, Minerals, Metals, and Substances, or any of them, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale, or for the Use of any such Furnaces and Works, or otherwise, and for turning, bringing, and carrying Water for working the said Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively; and also full and free Liberty and Power for Outstroke and Instroke into or from any other Mines, Pits, Shafts, or Workings; and also full and free 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 Minerals, Metals, or Substances, Slack, Slag, and Refuse, that shall from Time to Time proceed from or be won, wrought, dug, or gotten out of or from the said Mines, or from or out of any Furnaces, Brick-kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid, or that may be won, raised, or brought or imported from any other Lands; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places, all such Houses, Cottages, Hovels, Lodges, Store-rooms, Heap-rooms, Coke-hearths, Engine Houses, Stables, Sheds, 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 to be 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 said Mines and Works,

or

or for storing, standing, laying, or placing Utensils or Implements, Minerals, or Produce to be respectively employed or used or gotten in or about the same, and to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar, and other Materials, or any other Produce of the said Mines, or which may be found in or on the said Lands fit for the Purpose, or which may be raised or brought or imported from any other Lands, for erecting Buildings, or making and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences as aforesaid, or any of them, or any of the Ways or Roads herein referred to; and also full 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 said Hereditaments and Premises, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the beneficial working of the said Mines; and also to make, have, use, and enjoy such Wayleaves, Roads, Stone Yards, and other like Easements and Privileges, in, upon, out of, or over or under all or any Part of the said Hereditaments, as will render the Occupation and working of the said Mines, and the Deposit, Manufacture, Sale, and Carriage of the said Mines, and 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; and together with full Power and Authority to make, construct, and set up 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 said Lands and Hereditaments, as shall or may be necessary or convenient for facilitating the transporting and carrying the Produce of the said Mines as aforesaid from such Mines, or from any Furnace, Brick-kiln, Tile-kilns, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works as aforesaid, or any of them; and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing off any surface Railways, Tramroads, Watercourses, or other Works from the Lands or Grounds adjoining thereto; and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or 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 to be leased as aforesaid, or raised or brought or imported from any other Land, 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 lie, or shall or may be agreed upon with or required by any such Lessee; so as by every such Lease there be reserved and made payable, yearly or half-yearly or oftener during the Continuance of the said Demise or 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, and Reservations, or partly in Money, and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of the making such Lease, and considering the Nature and Circumstances of the Case, be reasonably had or obtained for or in respect of the same Mines, Powers, and Privileges respectively, either alone or together with any Lands to be comprised in such Lease; without taking for or in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift; and with or without any Provisions for the Cessor, Suspension, or Reduction of the Reservation or Reservations, or any of them, in reference to the Quantity of Stones, Minerals, Metals, or Substances raised or gotten in the current or any other Year or Years; and any such Rents and Reservations may be made to commence immediately or otherwise, and may be made to increase from Time to Time, as may be in that Behalf agreed upon and provided; and so that in every such Lease there be contained, on the Part of the Lessee a Covenant for the due and punctual Payment of the Rent or Rents to be thereby reserved; and so that in every such Lease there be contained a Proviso or Condition, or Clause in the Nature of a Proviso or Condition of Re-entry, and of making void and determining the same, in case the Rents by such Lease to be reserved shall be behind and unpaid for a Term or Terms to be therein specified; and so that the Lessee to whom any such Lease shall be made as aforesaid shall execute a Counterpart or Duplicate of such Lease; and in every such Lease there may be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that it shall and may be lawful for the Person for the Time being entitled to the Rents reserved by such Lease, if such Person shall in his Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease, (he having given Six Calendar Months Notice in Writing of his Intention so to do,) to purchase all and singular the Tramplates, Railways, Tramways, Engines, Pumping Apparatus, Plant, Machinery, Tools, Implements, and Utensils used or employed 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 Premises demised by such Lease, or any of them, or any Part thereof respectively, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Lease shall be

fixed, one of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators, or Assigns, and the Third by the Persons first chosen before they shall enter upon the Valuation, with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be 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 any such Lease; and that any such Lease may be made determinable by one of the Parties, or by either Party, as therein in that Behalf provided, and may contain any Provisions against Assignment or Under-letting, and may contain any Exceptions, Restrictions, Reservations, Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements which the Persons or Person granting such Lease shall deem proper or expedient; and further, that the said Power of granting Mining Leases shall extend to authorize any Demise of any Rights of Wayleave, which might be granted to any such Lessee as aforesaid to any Person willing to take a Lease thereof, for the Use or Convenience of any other Mines or Works, or any other Purpose, without any Demise of any Mines or Minerals.

Certificate to be Evidence of Execution of Counterpart.

X. That the Certificate in Writing of the Trustees or Trustee for the Time being executing any Grant or Lease to be made under any of the Powers of this Act, acknowledging that they or he have or hath received a Counterpart of such Grant or Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Expenses of Act and other Sums primarily chargeable on Mine Rents.

XI. That the Rents and Reservations to be received for and in respect of any Leases to be granted under the said Power of granting Mining Leases shall, after paying and satisfying the Costs and Charges (if any) which may from Time to Time have been incurred in the Recovery or Receipt thereof, be in the first instance subject to and charged with the Payment of the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing this Act, and the carrying the same into execution, and not otherwise herein specifically provided for; in the next place to and with the Payment of any Sum or Sums of Money which may, under the Powers contained in the said Will, be raised by Mortgage or otherwise upon the said Hereditaments devised thereby, or any Part thereof, for the laying out of Streets, or otherwise improving the said Hereditaments and Premises or any Part thereof, or which (without such Charge) have been or shall at any Time or Times hereafter during the current Year, computed from the said Testator's Decease, be laid out or expended, pursuant to or by virtue of the Powers contained in the said Will and in this Act, or either of them, in the laying out of Streets, or otherwise improving the said Hereditaments and Premises,

Costs of laying out Streets.

preparatory

preparatory to the granting of Leases for Building Purposes or otherwise; all which Payments the Trustees or Trustee for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham* are and is hereby authorized and directed from Time to Time to make; and such Trustees and Trustee may, as provided by such Will, accumulate for such Application as aforesaid any such Monies as shall for the Time being be in their or his Hands, and not immediately required for the Purposes aforesaid.

Trustees to pay Six Seventh Parts of the clear Residue of unopened Mine Rents received by virtue of any Lease, &c. into the Bank of England.

XII. That the Trustee or Trustees for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham* shall pay Six Seventh Parts of the clear net Residue of the said Rents and Reservations from Time to Time to be received by virtue of any Lease to be granted under the said Power to grant Mining Leases (except of Rents and Reservations or other Compensation in respect of any Lands which shall or may under the said Power be leased with any Mines) which shall from Time to Time remain after the Payments thereout herein-before mentioned into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account to be entitled "*Ex parte Cotham*'s Mine Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter 32, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter 24, and the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees or Trustee paying the same, for the Money therein respectively mentioned and acknowledged to be received, and after filing such Certificate and Receipt as aforesaid the Trustees or Trustee for the Time being shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof; and as to the remaining One Seventh Part of such clear net Residue of Rents and Reservations, and the entire Rent, Reservation, or other Compensation which shall be reserved or made payable for or in respect of any Lands which may be leased with any such Mines, the same shall be paid by the said Trustees or Trustee for the Time being unto the said *Anna Laing*, her Executors, Administrators, or Assigns, for her or their proper Use and Benefit during her Life, and after her Decease unto the equitable Tenant for Life or equitable Tenants for Life or in Tail under the Trusts of the said Will of the said *William Penketh Cotham* for the Time being, or his or her or their Guardian or respective Guardians; but nevertheless, notwithstanding anything herein-

Remaining One Seventh of the Mine, and entire Surface Rent, to be paid to Tenant for Life.

herein-before contained, it shall not be necessary for any Person or Persons paying such Rents or Reservations to see or inquire whether such Part thereof as aforesaid is so paid into Court as aforesaid, but the Receipt of such Trustees or Trustee as aforesaid shall be sufficient Discharges for the same: Provided always, that as regards Leases of or affecting Mines which at the Decease of the said *William Penketh Cotham* were opened Mines, the Proportion of Rents and Reservations in respect thereof to be so paid into the Bank of *England*, and applied as aforesaid, shall be One Fourth Part instead of Six Seventh Parts thereof; and the Proportion of Rents and Reservations in respect thereof to be so paid unto the said *Anna Laing*, her Executors, Administrators, or Assigns, during her Life, and after her Decease unto the equitable Tenant for Life or equitable Tenants for Life or in Tail under the Trusts of the said Will of the said *William Penketh Cotham* for the Time being, or his, her, or their Guardian or respective Guardians as aforesaid, shall be Three Fourth Parts instead of One Seventh Part thereof.

Proviso as to Apportionment of Rents of opened Mines.

XIII. That upon a Petition to be preferred to the said Court in a summary Way by any Person interested in the Hereditaments for the Time being subject to the Trusts of the said Will of the said *William Penketh Cotham*, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, or any Part thereof, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein-after contained, to be from Time to Time laid out, in such Manner as the said Court of Chancery shall direct, 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 Hereditaments subject to the Trusts of such Will, and which shall not be paid or otherwise satisfied under the Trusts of the said Indenture of the Fourteenth Day of *February* One thousand eight hundred and forty-six, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances, except Quitrents, Land Tax, and other Outgoings of that Nature, and the same Hereditaments shall immediately after the Purchase thereof be conveyed unto and to the Use of the Trustees or Trustee for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham*, their, her, or his Heirs and Assigns, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, and Limitations, as the Hereditaments and Premises devised by such Will stand settled under

Application of the Money paid into the Bank of England under the Direction of the Court of Chancery.

under or by virtue of such Will, or as near thereto as the Deaths of Parties and other Circumstances will admit.

Until Purchase made, Monies to be invested in Government Securities.

XIV. Provided always, That all Monies which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Monies received for the same Bills as they shall respectively be paid off by Government shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Orders, or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in 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 so in the Course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for Application as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of Lands purchased in case Lands had been purchased pursuant to this Act, or to the Representatives of such Person.

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

XV. That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses which shall be from Time to Time incurred in making the several Applications to the said Court of Chancery in pursuance of this Act, and in paying into the Bank of *England* as aforesaid

aforesaid such Monies as are by this Act directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances as aforesaid, or investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, and in investigating the Title to the same, or otherwise carrying the Trusts and Purposes of this Act, so far as relates to or concerns the Money so directed to be paid into the Bank, or the Application thereof, into execution, and also from Time to Time to make such Orders as the Court shall think expedient for Payment of all such Costs, Charges, and Expenses out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Power to take down Houses, &c.

XVI. That it shall be lawful for the Trustees or Trustee for the Time being acting in execution of the Trusts of the said Will of the said *William Penketh Cotham*, at any Time or Times after the passing of this Act, (but during the Life of the said *Anna Laing* not without her Consent in Writing,) to take down or cause to be taken down any Houses, Cottages, Buildings, or other Erections standing or being upon the Lands devised by such Will, and which they, he, or she shall think it necessary or desirable to take down and remove for the Improvement of the said Lands and Hereditaments, or to allow of the more advantageous Exercise of any of the Powers herein-before given, and to sell and dispose of the Building Materials, or such Parts thereof as shall not be made use of for effecting any Improvements hereby authorized, the Proceeds of the Sale of which Building Materials shall be applied and disposed of as herein-before directed with respect to the Proportion herein-before directed to be paid into the Bank of *England* of the said Rents and Reservations under Leases granted under the said Power of granting Mining Leases.

Trustees not answerable for more than they actually receive.

XVII. That the Trustee or Trustees for the Time being acting in the Execution of the Trusts and Powers hereby created, and every of them, and the Heirs, Executors, and Administrators of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or joining in giving or signing any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse to themselves respectively, and also to allow to their Co-trustees or Co-trustee,

all Costs, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Powers not to be exercised except by Trustees appointed by the Court of Chancery.

XVIII. That the Powers hereby created shall not be exercisable by any Trustees or Trustee acting in execution of the Trusts of the said Will of the said *William Penketh Cotham*, except such Trustees or Trustee as have already been or shall hereafter be appointed by the High Court of Chancery.

General Saving.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs, Successors, and Administrators, and all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Anna Maria Isabella Walmesley*, her Heirs, Executors, and Administrators, the said *Herman Walmesley*, his Heirs, Executors, and Administrators, the said *David Laing* and *Anna* his Wife, and the said *Joseph Beard* and *Robert Laing*, and their Heirs, Executors, and Administrators, and the said *Charles Leo Walmesley*, *Vincent Augustine Walmesley*, *Winifred Maria Frances Walmesley*, and *Alfred Angelus Walmesley*, and their respective Issue, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, either at Law or in Equity, of, in, to, out of, or upon the Hereditaments affected by this Act, or any Part or Share thereof, hath been devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of the said Will of the said *William Penketh Cotham* or the Codicil thereto,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Lands, Hereditaments, and Premises or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed or been entitled to in case this Act had not been passed.

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

XX. 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.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.