



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. 14.

An Act for extending certain Powers of an Act passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act for enlarging the Powers contained in the Will of Sir John Ramsden Baronet, deceased, to grant Leases of the Hereditaments in the Townships of Huddersfield, Honley, Dalton, and Almondbury, devised by such Will, and for other Purposes, to the Hereditaments in the Parishes of Almondbury, Kirkheaton, and Huddersfield comprised in the Settlement made on the Marriage of John Charles Ramsden Esquire, deceased; and for other Purposes.* [31st August 1848.]

**W**HEREAS under or by virtue of Indentures of Lease and Release, dated respectively the Fourth and Fifth Days of April One thousand eight hundred and fourteen, the Release being made or expressed to be made between Sir John Ramsden, [Private.] Indentures of Lease and Release, dated 4th & 5th April 1814.

*Ramsden*, late of *Byram* in the County of *York*, Baronet, deceased, of the First Part, *John Charles Ramsden* Esquire, the eldest Son of the said Sir *John Ramsden*, and now deceased, of the Second Part, the Honourable *Isabella Ramsden*, therein named and described as the Honourable *Isabella Dundas* Spinster, of the Third Part, *Robert Oliver* Esquire of the Fourth Part, *John Exley* Gentleman of the Fifth Part, *James Lane Fox* the younger of *Bramham Park* in the said County of *York*, Esquire, and *Edward Stourton* Esquire, deceased, of the Sixth Part, *Thomas Davison Bland* Esquire, deceased, and the Right Honourable *Charles William* Earl *Fitzwilliam*, who was then and is therein named and described as *Charles William Wentworth Fitzwilliam* commonly called Lord Viscount *Milton*, of the Seventh Part, and *Robert Pemberton Milnes* Esquire and the Honourable *Lawrence Dundas*, since deceased, of the Eighth Part, and of a Common Recovery suffered in the Court of Common Pleas at *Westminster* in *Easter* Term in the Fifty-fourth Year of His late Majesty King *George* the Third, wherein the said *Robert Oliver* was Demandant, the said *John Exley* was Tenant, and the said Sir *John Ramsden* and *John Charles Ramsden* were Vouchees, in consideration of a Marriage which was then intended and was shortly afterwards solemnized between the said *John Charles Ramsden* and *Isabella Ramsden*, and of the Marriage Portion of the said *Isabella Ramsden*, amongst other Hereditaments, all the Messuages or Tenements, Farms, Closes, Pieces or Parcels of Land or Ground, and reserved Rents, particularly mentioned and described in the Schedule to the said Indenture of Release now in recital, and therein mentioned to be in the several Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield* in the West Riding of the said County of *York*, and in the several Tenures and Occupations therein mentioned, were assured and limited to the Uses to which the said Hereditaments had then previously stood limited and settled until the said intended Marriage should be solemnized, and immediately after the Solemnization thereof to Uses for securing to the said *Isabella Ramsden*, in case she should survive the said *John Charles Ramsden*, and so long as she should continue his Widow and unmarried, a yearly Rent-charge of One thousand six hundred Pounds, but in case the said *Isabella Ramsden* should marry again, then a yearly Rent-charge of Eight hundred Pounds only, with Powers of Distress and Entry for recovering and enforcing Payment thereof respectively, and, charged and subject as aforesaid, to the Use of the said *Thomas Davison Bland* and *Charles William* Earl *Fitzwilliam*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Day of the Decease of the said *John Charles Ramsden*, without Impeachment of Waste, but nevertheless upon the Trusts and subject to the Proviso and Agreement therein-after expressed concerning the said Term, and, subject to the said Term of Ninety-nine Years and to the Trusts thereof, to the Use of the said Sir *John Ramsden* for his Life, without Impeachment of Waste, with Remainder to the Use of the said *James Lane Fox* and *Edward Stourton*, and their Heirs, during the Life of the said Sir *John Ramsden*, in trust to preserve contingent Uses, with Remainder to the Use of the said *John Charles Ramsden* for his Life, without Impeachment of Waste, with Remainder to the Use of the said *James Lane Fox* and *Edward Stourton*, and their Heirs, during

during the Life of the said *John Charles Ramsden*, in trust to preserve contingent Uses, with Remainder to the Use of the said *Robert Pemberton Milnes* and *Lawrence Dundas*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from the Day of the Death of the said *John Charles Ramsden*, without Impeachment of Waste, but nevertheless upon the Trusts and under and subject to the Powers and Provisoes therein-after expressed and contained of and concerning the said Term, and, subject to the said Term of Five hundred Years and to the Trusts thereof, to the Use of the First Son of the said *John Charles Ramsden* by the said *Isabella Ramsden* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said *John Charles Ramsden* by the said *Isabella Ramsden*, severally and successively in Tail Male, with Remainder to the Use of the First Son of the said Sir *John Ramsden* by Lady *Louisa Susannah Ramsden* his then Wife in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said Sir *John Ramsden* by the said Lady *Louisa Susannah Ramsden*, severally and successively in Tail Male, with Remainder to the Use of the said Sir *John Ramsden*, his Heirs and Assigns, for ever; and by the said Indenture of Release the Trusts of the said Term of Ninety-nine Years were declared for better securing unto the said *Isabella Ramsden* the said yearly Rent-charges of One thousand six hundred Pounds and Eight hundred Pounds, as the Case might be, in case she should survive the said *John Charles Ramsden*, with a Proviso for the Cesser of the said Term of Ninety-nine Years immediately after the Decease of the said *Isabella Ramsden*, and after Payment of all Arrears of the said yearly Rent-charges of One thousand six hundred Pounds and Eight hundred Pounds respectively up to the Time of her Death, and of all Costs, Charges, and Expenses relating to the Trusts of the said Term of Ninety-nine Years; and it was by the said Indenture of Release now in recital declared, that the said Term of Five hundred Years was limited to the said *Robert Pemberton Milnes* and *Lawrence Dundas*, their Executors, Administrators, and Assigns, upon Trusts, in case there should be any Child or Children of the said *John Charles Ramsden* by the said *Isabella Ramsden*, other than an eldest or only Son or an only Daughter, for raising in manner in the said Indenture of Release now in recital mentioned, after the Decease of the Survivor of them the said Sir *John Ramsden* and *John Charles Ramsden*, the Sum of Twenty thousand Pounds, for the Portion and Portions of all and every such Child and Children, other than an eldest or only Son, who under the Limitations therein-before expressed should be Tenant in Tail Male in possession or in remainder expectant on the Decease of the Survivor of them the said Sir *John Ramsden* and *John Charles Ramsden*, and upon trust to pay and apply the same Sum between the said Children, if more than One, as the said *John Charles Ramsden* and *Isabella Ramsden* during their joint Lives, or the said *John Charles Ramsden* alone in case he should survive the said *Isabella Ramsden*, should in manner in the said Indenture of Release now in recital mentioned direct or appoint, and in default of such Direction or Appointment upon trust to pay and apply the same Sum among such Child and Children, other than an eldest or only Son, for the Time being entitled as aforesaid, equally to be

be divided between them, and if there should be but One such Child, other than an eldest or only Son so for the Time being entitled as aforesaid, then the whole of the said Sum of Twenty thousand Pounds to be paid to such only Child, and the Shares of Sons to be paid to them respectively at the Age of Twenty-one Years, and the Shares of Daughters to be paid to them respectively at the Age of Twenty-one Years, or on the Days of their respective Marriages, provided the same should happen after the Decease of the Survivor of them the said Sir *John Ramsden* and *John Charles Ramsden*, but if the same should happen in the Lifetime of the said Sir *John Ramsden* and *John Charles Ramsden*, or of the Survivor of them, then immediately after the Decease of such Survivor, with Clauses of Survivorship and Accruer as to the Share or Shares of any such Child as aforesaid, who, being a Daughter, should die before she should attain the Age of Twenty-one Years or have been married as aforesaid, or who, being a Son, should die or become an eldest or only Son for the Time being entitled as aforesaid before he should attain the Age of Twenty-one Years as aforesaid, or before such other Time or Times as might be appointed for the vesting of his or her Portion or Portions respectively, and with a Declaration that no one Daughter of the said intended Marriage should, either as an original Portion, or by Survivorship or Accruer, or otherwise, be entitled, under the Trusts therein-before expressed, to a larger Portion in the whole than the Sum of Ten thousand Pounds; and in the said Indenture of Release now in recital is contained a Proviso for Cesser of the said Term of Five hundred Years, in case the Trusts thereof should be fully performed and satisfied, or should be discharged by becoming incapable of being performed, and after Payment and Satisfaction of the Costs, Charges, and Expenses occasioned by or relating to such Trusts; and it was by the said Indenture of Release now in recital further declared and agreed between and by the Parties thereto, that it should and might be lawful to and for the said Sir *John Ramsden* during his Life, and after his Decease to and for the said *John Charles Ramsden* during his Life, and after the Decease of the Survivor of them for the said *James Lane Fox* and *Edward Stourton*, and the Survivor, and the Executors or Administrators of such Survivor, during the Minority of any Issue Male of the said *John Charles Ramsden* who for the Time being should under the Limitations therein-before contained be entitled to the actual Possession or to the Receipt of the Rents and Profits of the said Messuages, Lands, Tenements, and other Hereditaments by the said Indenture of Release now in recital granted and released, with the Consent in Writing of the Guardian or Guardians of the Person so for the Time being entitled as aforesaid, by any Deed or Instrument or Deeds or Instruments, to be sealed and delivered by them respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to the Power contained in the said Indenture of Release now in recital, to limit or appoint by way of Demise or Lease the said Messuages and other Hereditaments, or any Part or Parts thereof, to any Person or Persons who should be willing to improve the same, and should covenant and agree to improve the same, by erecting or building thereupon any new House or Houses, Erections or Buildings, or to rebuild or repair any of the Messuages, Tenements, Erections, or  
Buildings

Buildings whatsoever which then were or thereafter should be on the said Hereditaments or any Part thereof, or to expend such Sums of Money in the Improvement thereof respectively as should be thought adequate for the Interest therein respectively to be departed with, for any Term or Number of Years not exceeding Ninety-nine Years, subject to Impeachment for Waste, except so far as the same might be necessary for effecting the Purposes herein-before mentioned, and to take effect either in possession or immediately after the Determination of the subsisting Leases for the Time being of the said Hereditaments, but so that the subsisting and reversionary Term should not together exceed the Term of Ninety-nine Years, to be computed from the making of such Leases respectively, and so that in every such Limitation or Appointment by way of Demise or Lease there should be reserved the best or most improved yearly Rent or Rents, to be payable during the Continuance of the Use or Estate, or Uses or Estates to be created thereby, to be incident to the immediate Reversion of the Hereditaments so to be limited or appointed by way of Demise or Lease as aforesaid, that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that no such Limitation or Appointment by way of Lease or Demise as aforesaid should be valid in Law unless there should be inserted therein a Clause in the Nature of a Condition of Re-entry in case the Rent should be unpaid for any Space not exceeding Fifty Days; and it was by the said Indenture of Release now in recital further agreed and declared between and by the Parties thereto, that it should and might be lawful to and for the said Sir *John Ramsden* during his Life, and for the said *John Charles Ramsden*, from and after the Decease of the said Sir *John Ramsden*, during his Life, and that after the Decease of the Survivor of them the said Sir *John Ramsden* and *John Charles Ramsden* it should be lawful for the Guardian or Guardians of any Issue Male entitled or inheritable under the Limitations therein-before contained, during his or their Minority or respective Minorities, by Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and attested by Two or more credible Witnesses, to demise, lease, or grant all or any Part or Parts of the said several Hereditaments and Premises by the said Indenture of Release now in recital granted and released, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest, so as there should be reserved in every such Demise, Lease, or Grant the best and most improved yearly Rent or Rents, to be incident to the immediate Reversion of the said Premises so to be demised, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so as there should be contained in every such Demise, Lease, or Grant a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be reserved, and so as the respective Lessees or Grantees to whom such Demises, Leases, or Grants should be made should execute Counterparts of their respective Leases, and should thereby covenant for the due Payment of the Rents thereby to be respectively reserved, and so as such Demises,

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Leases, or Grants should be so framed that there should not be contained therein any Clause or Clauses whereby any Power or Authority should or might be given to any such Lessee or Lessees to commit Waste, or to exempt him, her, or them from Punishment for committing Waste; and it was by the said Indenture of Release now in recital agreed and declared by and between the Parties to the said Indenture, that it should and might be lawful to and for the said *James Lane Fox* and *Edward Stourton*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, at the Request in Writing of the said *Sir John Ramsden* during his Life, and after his Decease at the Request in Writing of the said *John Charles Ramsden* during his Life, in manner therein mentioned to dispose of and convey, either by way of absolute Sale or in exchange, any Part of the Messuages, Lands, or Hereditaments by the said Indenture of Release now in recital granted and released, with Power to give or receive any Sum or Sums of Money by way of Equality of Exchange, and with a Direction that they the said *James Lane Fox* and *Edward Stourton*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should apply the Money to arise by such Sale or Sales, or to be received by way of Equality of Exchange, in discharge of the Incumbrances affecting the said Messuages and other Hereditaments, and should lay out and invest the Surplus thereof, if any, in the Purchase of other Messuages, Lands, or Hereditaments in *England* or *Wales* of an Estate of Inheritance, or of Copyhold or Leasehold Messuages, Lands, Tenements, and Hereditaments convenient to be held with the same, or with the Hereditaments by the said Indenture now in recital granted and released, yet so as that during the Life of the said *Sir John Ramsden* the same should be made with his Consent in Writing, and so that after his Decease the same should, during the Life of the said *John Charles Ramsden*, be made with his Consent in Writing, and so that after the Decease of the Survivor of them the same should be made with the Consent in Writing of the Person who under the Limitations in the said Indenture of Release now in recital contained should be entitled to the actual Freehold of the Hereditaments by such Indenture granted and released, if such Person should be of full Age, or of his Guardian or Guardians during his respective Minority, and a Direction that the Messuages and Hereditaments so to be purchased and taken in exchange should be settled and assured to such Uses, upon such Trusts, and with such Powers as are by the said Indenture declared concerning the Hereditaments by such Indenture granted and released; and in the said Indenture of Release now in recital is contained a Power to the said *Sir John Ramsden* and *John Charles Ramsden*, or the Survivor of them, or the Executors or Administrators of such Survivor, with the Consent in Writing of the said *Isabella Ramsden* during her Life, in manner therein mentioned to appoint a Trustee or Trustees in the Place of the Trustees of the said Indenture of Release now in recital, or any of them, their or any of their Heirs, Executors, or Administrators, who should die, or be desirous to be discharged from or refuse or become incapable to act in the Trusts of the Indenture, with a Direction for the vesting of the Trusts, Estates, and Premises in the new Trustee or Trustees so to be appointed as aforesaid: And whereas at the Time of the

Date

Date and Execution of the said recited Indenture of Release there was no Person who answered the Description of *James Lane Fox* the younger, Esquire, of *Bramham Park*, but it is believed that it was the Intention of the said *Sir John Ramsden* and *John Charles Ramsden* to name as Trustee for the Purposes for which *James Lane Fox* the younger is expressed to have been made a Trustee by the said Indenture of Release *George Lane Fox* Esquire, then and now of *Bramham Park* aforesaid, the eldest Son of *James Lane Fox*, then of *Bramham Park*, Esquire, and since deceased: And whereas the said *Edward Stourton*, mentioned in the said recited Indenture of Release, some Time subsequently to the Date and Execution of the said Indenture took and assumed the Surname of *Vavasour* instead of the Surname of *Stourton*, and became a Baronet by the Name and Title of *Sir Edward Vavasour*: And whereas the said *Thomas Davison Bland* died in the Month of *October* One thousand eight hundred and forty-seven: And whereas the said *Lawrence Dundas*, who some Time subsequently to the Date and Execution of the said Indenture of Release became the Right Honourable *Lawrence Earl of Zetland*, died in the Year One thousand eight hundred and thirty-nine: And whereas there was Issue of the said Marriage of the said *John Charles Ramsden* and *Isabella Ramsden* Three Children, who died in the Lifetime of the said *John Charles Ramsden*, under the Age of Twenty-one Years, and unmarried, namely, *John William Ramsden*, *Isabella Elizabeth Ramsden*, and *Frances Margaret Ramsden*, and Two Children now living, namely, *Sir John William Ramsden* Baronet, and *Charlotte Louisa*, now the Wife of *Edward Horsman* Esquire, and no other Child: And whereas there was Issue Male of the said *Sir John Ramsden* by the said *Lady Louisa Susannah* his Wife Four Sons and no more, that is to say, the said *John Charles Ramsden*, who was the eldest Son of the said *Sir John Ramsden* and *Lady Louisa Susanna Ramsden*, and *William Ramsden* Esquire, *Henry James Ramsden* Esquire, and *Charles Ramsden* Esquire: And whereas the said *John Charles Ramsden*, by his last Will in Writing, dated the Tenth Day of *February* One thousand eight hundred and thirty-five, and duly executed and attested for the Appointment of testamentary Guardians, requested, that should his dear Wife the said *Isabella Ramsden* not live until his Children attained the Age of Twenty-one Years, and they lose her as their natural Guardian, her Brother the Honourable *Sir Robert Lawrence Dundas*, and her Brother in Law the said *Charles William Earl Fitzwilliam*, would have the Kindness to act as their Guardians, together with his dear Father the said *Sir John Ramsden*: And whereas the said *John Charles Ramsden* made an unattested Codicil to his said Will, such Codicil being dated the First Day of *July* One thousand eight hundred and thirty-six, and thereby declared that it having pleased God since he had made his last Will to add grievously to the Cares of his dear Friend *Earl Fitzwilliam*, whereby he might not have Time to act as Guardian to his the said Testator's dear Children, it was his Wish to deliver him the said *Earl Fitzwilliam* from that additional Burden, hoping that he would, when he had Opportunity, give such Advice respecting the Education of the said Testator's dear Boy and the Management of his Affairs as seemed best to his good Judgment, and in other Matters that were for his Interest and Welfare, and he the said Testator requested his Wife's Nephew  
and

Will of John Charles Ramsden, dated 10th February 1835.

Unattested Codicil to John Charles Ramsden's Will, dated 1st July 1836.

Deed of Dis-  
claimer by  
Sir Robert  
Lawrence  
Dundas,  
dated 6th  
May 1844.

Will of Sir  
John Rams-  
den, Bart.,  
dated 26th  
Jan. 1838.

and his dear Friend the Honourable *Thomas Dundas*, now *Thomas Earl of Zetland*, and his dear Brother *Charles*, would take upon themselves, together with his dear Father and Sir *Robert Dundas* (as named in his Will), the Duty of Guardians of his dear Boy till he came of the Age of Twenty-one Years: And whereas the said *John Charles Ramsden* died in the Month of *December* One thousand eight hundred and thirty-six, without having revoked or altered his said Will in the respects aforesaid, except by the said Codicil: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said Sir *Robert Lawrence Dundas*, dated the Sixth Day of *May* One thousand eight hundred and forty-four, the said Sir *Robert Lawrence Dundas* did renounce, refuse, and for ever disclaim the said Guardianship, and all the Powers, Authorities, Estates, Rights, and Interests whatsoever given to, or vested in him by the said Will and Codicil of the said *John Charles Ramsden*: And whereas the said Sir *John Ramsden* made his Will in Writing dated the Twenty-sixth Day of *January* One thousand eight hundred and thirty-eight, and duly executed and attested, and thereby, after giving the Estate and Interest of the said Testator in One Forty-eighth Part or Share of the *Witton* Estates, therein referred to, to the Uses therein mentioned, he gave, devised, and appointed all his Manors, Rectories, Advowsons, Tithes, Mansion House, Capital and other Messuages, Parks, Farms, Lands, Canals, Rivers, Wharfs, Quays, Docks, and the Ground and Soil thereof, Rents, Tenements, and Hereditaments, whatever and wheresoever, as well those at any Time theretofore purchased by the said Testator as those which he had acquired by Descent or in any other Manner, and which were of Freehold or of the Nature of Freehold Tenure, and all other the Freehold Hereditaments, whatsoever and wheresoever, of, to, or in which he was seised, entitled, or interested, at Law or in Equity, whether in possession, reversion, remainder, or expectancy, and which he the said Testator had Power to dispose of by his Will (other than and except his Estate and Interest in the said One Forty-eighth Part or Share of the *Witton* Estates, therein-before devised), and also except his the said Testator's Reversion in Fee in the Hereditaments comprised in the said Indenture of Release of the Fifth Day of *April* One thousand eight hundred and fourteen, which were mentioned or referred to by the said Testator in his said Will as the *Ramsden* Family Estates, comprised in the Marriage Settlements respectively made on his the said Testator's own Marriage and the Marriage of his eldest Son the said *John Charles Ramsden*, then lately deceased, and all Estates and Hereditaments held by him the said Testator on a Lease or Leases for Lives, and all such other Hereditaments as were vested in him the said Testator as a Trustee or Mortgagee, unto the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* Esquire, and their Heirs, to hold the same unto the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, to the Use of *William Thomas Spencer Wentworth* Esquire, commonly called Lord Viscount *Milton*, eldest Son of the said *Charles William Earl Fitzwilliam*, and the said Sir *Edward Vavasour*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Time of the said Testator's Decease, without Impeachment of Waste, but upon the Trust  
and



and subject to the Proviso therein-after declared concerning the same, and from and after the Expiration or Cesser of the same Term, and in the meantime subject thereto and to the Trust therein-before referred to, to the Use, Intent, and Purpose that the said *Isabella Ramsden* and her Assigns should yearly have, receive, and take for her natural Life One yearly Rent-charge of One thousand four hundred Pounds, to be yearly issuing and payable out of and charged and chargeable upon the Hereditaments thereby devised as aforesaid, in addition to the Jointure provided for her by the Settlement made on her Marriage with the said Testator's lately deceased Son the said *John Charles Ramsden*, to be paid as in the said Will is mentioned, with Powers of Distress and Entry for recovering and enforcing Payment thereof, and as for and concerning all the said Testator's Hereditaments, Estates, and Premises therein-before devised as aforesaid, subject to and charged with the said yearly Sum of One thousand four hundred Pounds, and the Remedies for the Recovery thereof, to the Use of the Right Honourable *Edward William Harvey* Lord *Hawke* and the said *George Lane Fox*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thence next ensuing, without Impeachment of or for any manner of Waste, upon the Trusts and subject to the Proviso therein-after expressed concerning the same Term, and after the Expiration or Cesser of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, and charged and chargeable as aforesaid, to the Use of the said Sir *John William Ramsden* for his natural Life, subject to Impeachment of Waste, with Remainder to the Use of the said *Charles William* Earl *Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said Sir *John William Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the said Sir *John William Ramsden* severally and successively according to the Seniority in Tail Male, with Remainder to the Use of the said Testator's Second Son the said *William Ramsden* for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William* Earl *Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *William Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the said *William Ramsden*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the said Testator's Son the said *Henry James Ramsden* for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William* Earl *Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Henry James Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of *Frederic Henry Ramsden*, eldest Son of the said *Henry James Ramsden*, for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William* Earl *Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Frederic Henry Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the said *Frederic Henry Ramsden*, severally and successively according to the Seniority in Tail Male, with Remainder to

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the Use of *John Charles Francis Ramsden*, Second Son of the said *Henry James Ramsden*, for and during his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *John Charles Francis Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the said *John Charles Francis Ramsden*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Third and every other younger Son of the said *Henry James Ramsden*, severally and successively according to Seniority, in Tail Male, with Remainder to the Use of the said *Charles Ramsden* for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Charles Ramsden*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the Body of the said *Charles Ramsden*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of his the said Testator's Daughter *Louisa Mary Isabella*, now the Wife of *George Quin* Esquire, commonly called *Lord George Quin*, but who is in the said Will called *Louisa Mary Isabella Ramsden*, for her Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Louisa Mary Isabella Quin*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the said *Louisa Mary Isabella Quin*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the said Testator's Daughter *Caroline Paulet*, then the Wife of *Charles Paulet* Esquire, commonly called *Lord Charles Paulet*, and now deceased, and who is in the said Will called *Caroline Lady Charles Paulet*, for her natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Caroline Paulet*, in trust to support contingent Uses and Estates, with Remainder to the Use of *Charles William Paulet* (eldest Son of the said *Caroline Paulet*) for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Charles William Paulet*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the Body of the said *Charles William Paulet*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Second and every other younger Son of the Body of the said *Caroline Paulet*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the said Testator's Daughter the Right Honourable *Frances Lady Muncaster*, then the Wife and now Widow and Relict of the Right Honourable *Lowther Augustus John Lord Muncaster*, for her natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Frances Lady Muncaster*, in trust to support contingent Uses and Estates, with Remainder to the Use

Use of the Right Honourable *Gamel Augustus* now Lord *Muncaster*, then and therein described as *Gamel Augustus Pennington*, eldest Son of the said *Frances Lady Muncaster*, for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Gamel Augustus Lord Muncaster*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the Body of the said *Gamel Augustus Lord Muncaster*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Joscelyn Francis de Pennington*, in the said Will called *Joscelyn Pennington*, Second Son of the said *Frances Lady Muncaster*, for his natural Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Joscelyn Francis de Pennington*, in trust to support contingent Uses and Estates, with Remainder to the Use of the First and every other Son of the Body of the said *Joscelyn Francis de Pennington*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Third and every other younger Son of the Body of the said *Frances Lady Muncaster*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the said Testator's Grandson the said *Sir John William Ramsden*, in Tail General, with Remainder to the Use of his the said Testator's Grand-daughter the said *Charlotte Louisa Horsman*, in the said Will called *Charlotte Ramsden*, in Tail General, with several Remainders over; and the said Testator thereby declared, that if any Person whom he had thereby made Tenant in Tail Male of the Hereditaments, Estates, and Premises therein-before devised and appointed should be born in the said Testator's Lifetime, or in due Time after his Decease, the Estate in Tail Male thereby devised and appointed to that Person should cease, and in lieu thereof the said Testator devised and appointed the said Hereditaments, Estates, and Premises respectively, with their Rights, Members, and Appurtenances, to the Use of the Person respectively whose Estate in Tail Male should so determine, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the Tenant for Life whose Estate should so determine, in trust for such Tenant for Life, and to preserve contingent Uses and Estates, with Remainder to the Use of the First and every other Son of his Body, severally and successively according to their respective Seniorities in Tail Male; and the said Testator directed that the said Lord Viscount *Milton* and *Sir Edward Vavasour*, or the Survivor of them, or the Executors or Administrators of the Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand Years, should stand possessed of the several Hereditaments, Estates, and Premises comprised in the same Term upon Trusts by the said Will declared for borrowing and taking up the Sum of Forty-two thousand Pounds upon the Security of a competent Part of the said Hereditaments, Estates, and Premises, by way of Mortgage, and in the meantime, until the said Sum of Forty-two thousand Pounds should be borrowed, to raise out of the yearly Rents and Profits of the said Hereditaments, Estates, and Premises

Premises Interest for the said Sum of Forty-two thousand Pounds, or such Part thereof as should not have been raised, after the Rate of Four Pounds *per Centum per Annum*, from the Time of the said Testator's Decease, and to pay and divide the said Sum of Forty-two thousand Pounds, when so raised as aforesaid, and the Interest for the same, in the meantime, unto, between, and amongst the said Testator's Three Sons, the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, in equal Shares and Proportions, as Tenants in Common; and the said Testator declared his Will to be, that the said Lord *Harwke* and *George Lane Fox*, or the Survivor of them, or the Executors or Administrators of the Survivor, or their or his Assigns, should stand and be possessed of the said Hereditaments, Estates, and Premises comprised in the said Term of Ninety-nine Years, for and during the Continuance of the said Term, upon Trusts for better securing the Payment to the said *Isabella Ramsden* during her Life of the said yearly Rent-charge of One thousand four hundred Pounds, and upon further Trusts, during the Minority of any Tenant for Life of the said Testator's Hereditaments, Estates, and Premises therein-before devised, and during such Part or Period of the Minority of any Tenant in Tail of the said Hereditaments, Estates, and Premises who should become beneficially entitled to the Possession or to the Receipt of the Rents and Profits thereof as should arise within the Period of Twenty-one Years after the said Testator's Decease, to receive the Rents and Profits of the said Hereditaments, Estates, and Premises, and apply any annual Sum or Sums out of the same towards the Maintenance and Education of such Minor or Minors respectively, and, subject thereto, to invest and accumulate the Surplus of the said Rents and Profits in manner therein mentioned, and at the End of such Periods of Accumulation, or sooner, if the Trustees or Trustee should think proper to apply the said accumulated Fund in discharge of the said Sum of Forty-two thousand Pounds directed to be raised under the Trusts of the Term of One thousand Years, as aforesaid; or such Part thereof as should not have been raised, but in case the said Sum of Forty-two thousand Pounds or any Part thereof should have been raised upon the Security of the said Hereditaments, Estates, and Premises, then to pay off the Mortgage or Mortgages for the same respectively, and to invest the Residue of the said Trust Monies in the Purchase of Freehold, Copyhold, or Leasehold Hereditaments and Tenements, as therein mentioned, and to settle the Lands and Hereditaments so to be purchased to such and the same Uses and upon such and the same Trusts as by the said Will of the said Testator are expressed concerning the Hereditaments therein-before devised, or as near thereto as Circumstances would admit of, yet so that no Leasehold Estate to be purchased should for the Purpose of Transmission vest absolutely in any Tenant in Tail by Purchase until he or she should attain the Age of Twenty-one Years; and the said Testator empowered the said Trustees or Trustee for the Time being of the said Term of Ninety-nine Years, at their or his Discretion, and without being answerable or accountable in any Manner for the Exercise of that Discretion, by and out of the said Trust Funds and Accumulations, to lay out and apply any Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds, in making new Erections or Buildings, repairing existing Erections and Buildings,

ings, and doing, making, performing, and completing such other Works for the Improvement of the said Hereditaments, Estates, and Premises as they or he, in their or his Judgment, should think fit or expedient; and by his said Will the said Testator did direct and declare, that the said Sir *John William Ramsden* should, within One Year next after his attaining the Age of Twenty-one Years, execute such Assurance as Counsel should devise for barring the Estate in Tail Male to which he was entitled in the said Hereditaments comprised in the said Indenture of Release of the Fifth Day of *April* One thousand eight hundred and fourteen (which are mentioned and referred to by the said Testator in his said Will as the *Ramsden Family Estates*), and all Remainders (if any) thereupon expectant, and that if the said Sir *John William Ramsden* should die without having executed and perfected such Assurance as aforesaid, then that such of his the said Testator's Three Sons, the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, as should for the Time being be living, should execute or join and concur in such Assurance or Assurances as Counsel should advise for barring the Estates in Tail Male to which they were respectively entitled as aforesaid, and that the said Sir *John William Ramsden*, *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden* should, by the same Assurance or Assurances, or by such other Assurance or Assurances as Counsel should advise, convey and assure or join and concur in conveying and assuring the said *Ramsden Family Estates* to such Uses, upon such Trusts, for such Intents and Purposes, and with, under, and subject to such Powers, Directions, and Declarations as are in the said Will of the said Testator contained with respect to the Hereditaments, Estates, and Premises therein-before devised, or such of them as should be then subsisting, but with an Exception as to the Occupation by the said Testator's Wife the said *Lady Louisa Susannah Ramsden* during her Widowhood, and after her Decease by the said *Isabella Ramsden* until the coming of Age or Death of the said Sir *John William Ramsden*, of the Mansion House and Park at *Byram* in the Parish of *Brotherton*, and certain Land contiguous thereto; but the said Testator declared that the said Charge of Forty-two thousand Pounds, and the said annual Sum of One thousand four hundred Pounds, respectively by the said Will charged upon the Hereditaments therein-before devised, should not be doubled or increased by the Settlement thereby directed to be made of the said *Ramsden Family Estates*; and the said Testator by his said Will did give and devise the Reversion or Remainder in Fee Simple to which he was entitled in the said *Ramsden Family Estates* to such Uses, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Directions, and Declarations as are in his said Will contained with respect to the Hereditaments, Estates, and Premises therein-before devised, with such Privilege, however, for the said *Lady Louisa Susannah Ramsden* and *Isabella Ramsden* respectively as therein-before mentioned and herein-before referred to, and so as not to double or increase the said Charges; and by his said Will the said Testator did direct and declare, that in case either of the Persons therein-before respectively mentioned should neglect or refuse to execute and perfect such Assurance or Assurances as aforesaid within the Time therein-before mentioned,

[*Private.*]

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then the Estate or Estates by the said Will limited to the Person or Persons who should so neglect or refuse, of and in the Hereditaments, Estates, and Premises therein-before devised, should cease and determine, and the said Hereditaments, Estates, and Premises should thereupon go to the Person or Persons next entitled under the Limitations therein-before contained, but with a Provision and Direction that the Cesser or Determination of the Estate of any Tenant or Tenants for Life as aforesaid should not operate to prejudice or defeat any of the contingent Remainders therein-before limited in favour of the Issue of such Tenant or Tenants for Life; and in the said Will are contained certain Powers of leasing to be exercised by each Tenant for Life for the Time being entitled in possession to the said Hereditaments, Estates, and Premises thereby devised, if of full Age, and if not then by his Guardian or Guardians, and also by the Guardian or Guardians of any Tenant in Tail in possession under the Age of Twenty-one Years, entitled under and by virtue of the said Will, during the Minority of such Tenant in Tail, in respect of any Part or Parts of the said Hereditaments, Estates, and Premises which are situate in the Townships of *Huddersfield* and *Almondbury* aforesaid, or either of them, for the Purpose of building, improving, or repairing, and to renew existing Leases, as therein mentioned; and in the said Will now in recital are contained Powers of Sale, Enfranchisement, Exchange, and Partition of the Hereditaments thereby devised, to be exercised by the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, at the Request and by the Direction of the Person or Persons entitled in possession for Life or in Tail, if of full Age, but if not, of his or her Guardian or Guardians, with a Direction for laying out and investing the Money to arise by such Sale or Enfranchisement, and to be paid for Equality of Exchange or Partition, in the Purchase of other Messuages, Lands, or Hereditaments in *England* of an Estate of Inheritance in Fee Simple, whereof any Part not exceeding One Fourth Part in any One Purchase might be Copyhold of Inheritance, and a Direction that the Hereditaments to be purchased and received in exchange or in partition should be forthwith settled and assured to or upon the Uses and Trusts and with the Powers limited and declared thereof in and by the said Will; and by his said Will the said Testator did direct and declare, that, as to the Trustees of the Hereditaments and Real Estates thereby devised, it should be lawful for the Person for the Time being entitled to the actual Freehold in possession of his said Real Estate under the Limitations therein-before contained, being of the Age of Twenty-one Years, or during his Minority for his Guardian or Guardians, and as to the Trustees of the said Testator's Personal Estate for his the said Testator's Executors, by any Deed or Deeds under his, her, or their respective Hands and Seals, to appoint any other Person or Persons to be a Trustee or Trustees in the Room of any Trustee or Trustees appointed by his said Will or under the Provisions therein<sup>o</sup> contained who should die, or become unable or unwilling to act in the Trusts of that his Will, and that in every such Case all the said Trust Estate and Premises vested in the Trustees or Trustee so dying, or becoming unable or unwilling to act, should thereupon be conveyed, assigned,

assigned, and assured to and effectually vested in such new Trustee or Trustees jointly with the continuing Trustee or Trustees, or in such new Trustee or Trustees solely, to, for, and upon the same Uses, Trusts, Intents, and Purposes as were therein-before declared concerning the same: And whereas the said Sir *John Ramsden* died in the Month of *July* One thousand eight hundred and thirty-nine, without having revoked his said Will, and without having altered the same, except so far as the same was altered by a Codicil thereto dated the Eighth Day of *February* One thousand eight hundred and thirty-eight, not in anywise relating thereto or affecting the said Testator's Real Estate, and the said Will and Codicil were duly proved in the Prerogative Court of *York* by the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, and Sir *John Henry Lowther* Baronet, who were the Executors thereby appointed, on the Twelfth Day of *November* One thousand eight hundred and thirty-nine: And whereas the said Sir *Edward Vavasour* died in the Year One thousand eight hundred and forty-seven: And whereas by an Act passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act for enlarging the Powers contained in the Will of Sir John Ramsden Baronet, deceased, to grant Leases of the Hereditaments in the Townships of Huddersfield, Honley, Dalton, and Almondbury, devised by such Will, and for other Purposes*, it was amongst other things enacted, that it should and might be lawful to and for the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said Sir *John William Ramsden*, and after the Decease of such Survivor to and for the Guardian or Guardians for the Time being of the said Sir *John William Ramsden* during his Minority, and when and so soon as the said Sir *John William Ramsden* should attain his Age of Twenty-one Years, or depart this Life under that Age, then to and for the Tenant for Life for the Time being entitled under the said Will of the said Sir *John Ramsden*, in possession or in remainder immediately expectant on the Determination of the said Terms of One thousand Years and Ninety-nine Years, by such Will created, or of such One of the said Terms as might for the Time being be undetermined, to the Lands and Hereditaments by the said Act authorized to be demised and leased, if of full Age, and if not then for his Guardian or Guardian, and also for the Guardian or Guardians of any Tenant in Tail under the Age of Twenty-one Years, entitled under the said Will of the said Sir *John Ramsden*, in possession or in remainder immediately expectant as aforesaid, during the Minority of such Tenant in Tail, by Indenture or Indentures, to be sealed and delivered by them, him, or her respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to the Power given by the said Act, to demise, lease, or grant all or any Part or Parts of the Lands and Hereditaments situate in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, or either of them, devised by the said Will of the said Sir *John Ramsden*, and specified in the Schedule (A.) to the said Act, and which said Lands and Hereditaments are also mentioned and specified in the Schedule (B.) to this Act, unto any Person or Persons who should covenant  
and

Death of  
Sir John  
Ramsden,  
and Codicil  
to his Will  
dated 8th  
February  
1838.

7 & 8 Vict.  
c. 21.

and agree to build or rebuild, or substantially repair or improve, any House or Houses on the Lands and Hereditaments, or any Part or Parts thereof, or unto the Executors, Administrators, or Assigns, Nominee or Nominees, of such Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Land and Hereditaments to be comprised in any such Demise or Lease for Yards, Gardens, Ways, Passages, and other Conveniences to be attached to the Houses or other Buildings built or which might be built on the Hereditaments so demised or leased, and to make and use Drains, Sewers, Watercourses, and other Easements, and to dig and take such Stones, Earth, Clay, Sand, Loam, or Gravel as it should be found convenient to remove for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings, Repairs, or Improvements as aforesaid, and also to take or pull down any Houses or other Buildings on the Land and Hereditaments so to be demised or leased, for the Purpose of such rebuilding, repairing, or Improvement as aforesaid, or of building any other such Houses or other Buildings as aforesaid, and to insert or cause to be inserted in such last-mentioned Demises or Leases all such Exceptions, Conditions, Clauses and Covenants as by the Person or Persons exercising the Power by the said Act given should be deemed convenient, or for the Improvement of the Lands and Hereditaments thereby authorized to be demised, so nevertheless that upon every such Demise, Lease, or Grant there should be reserved the best and most improved yearly Rent or Rents, to be payable half-yearly or oftener during the Continuance of the Term thereby created, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased as aforesaid, that, having regard to the Buildings, Repairs, or Improvements by such Indenture of Demise covenanted or agreed to be erected or made, could be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof; provided always, that there should be contained in every Demise or Lease under the Powers aforesaid a Covenant by the Lessee for the Payment of the yearly Rent or Rents, and also a Clause in the Nature of a Condition for Re-entry for Nonpayment of the Rent thereby respectively reserved by the Space of Sixty Days next after the same should become payable, and that the Lessee or Lessees should execute a Counterpart or Counterparts of such Leases respectively; and in the said Act are contained Powers enabling the Person or Persons for the Time being authorized by the said Act to demise, lease, or grant as aforesaid to insert in Leases to be made under the Powers aforesaid Covenants for the Renewal thereof at such Times and on such Conditions, and on Payment of such Fines, as in the said Act mentioned, and to renew Leases in pursuance of such Covenants, and to enter into Contracts and Agreements for Leases, and to allot and set out and dedicate Land for the Purposes of forming Roads, Streets, Squares, Market Places, Drains, Ways, and Avenues, and for other Purposes, for the general Improvement and Advantage of the said Lands and Hereditaments: And whereas the said Sir *John William Ramsden* is now an Infant of the Age of Sixteen Years or thereabouts: And whereas the said *William Ramsden* has no Issue Male: And where



the said *Henry James Ramsden* intermarried with the Honourable *Frederica Selina Law*, and has Issue Male Three Sons only, (that is to say,) the said *Frederic Henry Ramsden*, the said *John Charles Francis Ramsden*, and *Henry James Ramsden* the younger, all Infants under the Age of Twenty-one Years: And whereas the said *Charles Ramsden* has no Issue Male: And whereas the said *Louisa Mary Isabella Ramsden* in the Month of *December* One thousand eight hundred and forty-seven intermarried with and is now the Wife of *George Quin* Esquire, commonly called *Lord George Quin*, and there is no Issue Male of such Marriage: And whereas the said *Caroline Paulet* died in the Month of *October* One thousand eight hundred and forty-seven, leaving Issue Male Three Sons only, the said *Charles William Paulet*, *Frederic John Paulet*, and *Cecil Henry Paulet*, all Infants under the Age of Twenty-one Years: And whereas the said *Lowther Augustus John* Lord *Muncaster* died in the Month of *April* One thousand eight hundred and thirty-eight: And whereas the said *Frances Lady Muncaster* has Issue Male Three Sons only, (that is to say,) the said *Gamel Augustus* Lord *Muncaster* and *Joscelyn Francis de Pennington* and *Alan Joseph de Pennington*, all Infants under the Age of Twenty-one Years: And whereas by an Order of the High Court of Chancery, bearing Date the Fifteenth Day of *June* One thousand eight hundred and forty-eight, the said *Frances Lady Muncaster* was appointed Guardian of the Persons and Estates of the said *Gamel Augustus* Lord *Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, for the Purpose of consenting, on behalf of the said *Gamel Augustus* Lord *Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, and each of them, to the passing into Law of this Act: And whereas by an Order of the High Court of Chancery, made on the Petition of the said *Sir John William Ramsden*, and dated the Twenty-fourth Day of *January* One thousand eight hundred and forty-five, the said *Isabella Ramsden* was appointed Guardian of the Person of the said *Sir John William Ramsden* during his Minority, or until the further Order of the said Court: And whereas by an Indenture dated the Fourteenth Day of *May* One thousand eight hundred and forty-five, and made or expressed to be made between the said *Isabella Ramsden* of the First Part, the said *William Ramsden*, *Henry James Ramsden*, *Charles Ramsden*, and *Sir John Henry Lowther* of the Second Part, the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* of the Third Part, the said *Charles William Earl Fitzwilliam* and *George John Serjeantson* Esquire of the Fourth Part, and *George Loch* Esquire of the Fifth Part, the said *George John Serjeantson* was nominated and appointed to be a Trustee in the Room of the said *Philip Davies Cooke*, who had become unwilling to act, in the Trust of all the Real and Personal Estate whatsoever of which the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* were Trustees under the said Will of the said *Sir John Ramsden* jointly with the said *Charles William Earl Fitzwilliam*, upon and for all such of the Trusts and Purposes and with all such of the Powers, Authorities, and Discretions reposed or vested by the said Will and Codicil of the said *Sir John Ramsden* in the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* as were subsisting and capable of taking effect; and by

[Private.]

Order of  
Chancery,  
dated 15th  
June 1848.

Order of  
Chancery,  
dated 24th  
January  
1845.

Indenture  
of 14th May  
1845, ap-  
pointing new  
Trustee of  
Sir John  
Ramsden's  
Will.

Hudders-  
field Im-  
provement  
Act, 1848.

the said Indenture now in recital all the Hereditaments and other Real Estate and Premises whatsoever then vested in the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, under or by virtue of or upon any of the Trusts of the said Will and Codicil, not being of Copyhold Tenure, with the Appurtenances, were released, assigned, and transferred unto the said *George Loch*, his Heirs, Executors, Administrators, and Assigns respectively, to hold the same, as to such Parts thereof as were of Freehold Tenure, to the Use of the said *Charles William Earl Fitzwilliam*, and *George John Serjeantson*, their Heirs and Assigns, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Declarations expressed and declared by the said Will and Codicil, and then subsisting or capable of taking effect concerning the same: And whereas a Bill is now depending in Parliament for improving the Town and Neighbourhood of *Huddersfield*, and such Bill is intended to be called "The *Huddersfield* Improvement Act, 1848," and may in its present Form, or with some Alterations, be passed into a Law during the present Session of Parliament; and by the said Bill certain Powers and Authorities are expressed and intended to be conferred upon a Body of Commissioners appointed and to be appointed as therein mentioned, to be called the *Huddersfield* Improvement Commissioners, for the Purpose of paving, sewerage, and draining, and otherwise improving, so much and such Parts of the several Hamlets of *Huddersfield*, *Bradley*, *Deighton-with-Sheepridge*, *Fartown*, and *Marsh-with-Paddock*, in the Township and Parish of *Huddersfield*, as in the said Bill particularly mentioned, and such other Part of the said several Hamlets as Her Majesty, with the Advice of Her Privy Council, may by Order in Council, in manner therein mentioned, appoint; and by the said Bill the said Commissioners are expressed and intended to be empowered to purchase and take Lands, Buildings, and Hereditaments for the Purposes therein mentioned; and by the said Bill the said Commissioners are also expressed and intended to be empowered to borrow at Interest, on the Credit or Security of the Rates or Assessments intended to be thereby granted, and the other Property vested in the said Commissioners, such Sum or Sums of Money for the Purposes of the said Bill as therein particularly mentioned; and by the said Bill Provision is expressed and intended to be made that when and as often as any Landowner shall have set out any proposed new Street it shall be lawful for the said Commissioners, on the Request and Notice therein mentioned, to sewer and pave such intended Street, and to obtain the Repayment of the Costs and Expenses of such Sewers and Paving from such Landowners in the Manner provided by "The Towns Improvement Clauses Act, 1847," in case of Rates directed to be made for Sewers, Drains, and private Improvements: And whereas the Population and Buildings on the Estates in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, comprised in the said Indenture of Release of the Fifth Day of *April* One thousand eight hundred and fourteen, which are hereinafter referred to as the *Ramsden* Settled Estates, and on the Estates of the said *Sir John Ramsden* not comprised in the said Indenture, situate in the Townships of *Huddersfield* and *Almondbury*, and the adjoining Townships of *Lockwood*, *Honley*, and *Dalton*, and devised by his said Will, which are hereinafter referred to as the

*Ramsden*

*Ramsden* Devised Estates, have for many Years past greatly increased, and the Town of *Huddersfield* has become a considerable manufacturing Town, and is for the most part built on the said *Ramsden* Settled Estates and the said *Ramsden* Devised Estates respectively: And whereas the Persons authorized and empowered in that Behalf by the said Act of the Eighth Year of Her present Majesty have, in execution of the Powers given by such Act and herein-before set forth, granted a large Number of Leases of Parts of the said *Ramsden* Devised Estates, and have allotted and set out other Parts of the same Estates for the Formation of Streets and Ways, and for other Purposes conducive to the Improvement of the said last-mentioned Estates, and several Sums of Money have since the passing of the said Act been applied and expended, under the Power contained in the said Will of the said Sir *John Ramsden* to apply any Sums not exceeding the Sum of Twenty thousand Pounds for the Improvement of the Hereditaments thereby devised, as herein-before mentioned, in the setting out and Formation and Construction of such Streets and Ways as aforesaid, and in the Execution of other Works and Improvements for promoting the Convenience and Healthfulness of the said Streets and Ways, and for preparing certain Parts of the said *Ramsden* Devised Estates for Use and Occupation for the Purposes of Buildings and Improvements: And whereas by such Exercise of the Powers of the said Act, and by the Application and Expenditure of such Sums of Money as aforesaid, a great Progress in Buildings and Improvements has been occasioned and continues upon certain Parts of the said *Ramsden* Devised Estates, and by reason thereof the Value and yearly Income of such last-mentioned Parts of the said Estates have largely increased, and still continue to increase: And whereas it is the usual System or Manner of dealing in the Town of *Huddersfield* aforesaid and the Neighbourhood thereof, and it is necessary for the Purpose of advantageously leasing or disposing of any Lands in the said Town and Neighbourhood for the Purpose of Buildings or Improvements, that the setting out and Formation of Roads, Streets, Ways, and Avenues, and the Construction of such other Works as may be necessary for the Preparation of the said Lands for Use and Occupation for the Purposes of Buildings and Improvements, should be in the first instance effected by and at the Expense of the Landlord or Proprietor of the said Lands, but upon the Demise of such Lands the Lessees are or may be charged with gross Sums in the way of Repayment of the Expense incurred by the Landlord or Proprietor as aforesaid: And whereas the said *Ramsden* Settled Estates adjoin and are of a similar Description, and possess similar Advantages of Situation for the Purposes of Buildings and Improvements, to the said *Ramsden* Devised Estates, and the said respective Settled and Devised Estates lie in many Places intermingled with and in some Places interspersed in detached Parts or Portions amongst each other: And whereas by reason of the Want of such Powers of leasing and of allotting and setting out Land for the Formation of Streets and Ways and other public Purposes, and of applying and expending Money in Improvements, and of such other Powers in respect of the said *Ramsden* Settled Estates as are herein-before mentioned to have been conferred by the said Act of the Eighth Year of Her present Majesty and the said

said Will of the said Sir *John Ramsden* respectively, in respect of the said *Ramsden* Devised Estates, and of the Want of a uniform and single System of Management of and dealing with the said Settled and Devised Estates, and by reason of the relative Position of the said respective Estates, the Progress of Buildings and Improvements, and the Formation of Streets, Ways, and Avenues, and of a continuous System of Sewers and Drains upon the said *Ramsden* Settled Estates, and also upon such Parts of the said *Ramsden* Devised Estates as are intermingled with or interspersed amongst the said *Ramsden* Settled Estates as aforesaid, have been prevented or in a great measure impeded, and the Progress of Buildings and Improvements in the Town of *Huddersfield* and the Neighbourhood thereof has been thereby in some measure diverted from the said *Ramsden* Settled Estates and *Ramsden* Devised Estates to the Lands of other Proprietors, and by reason of and under the Circumstances aforesaid the Value and yearly Income of the said *Ramsden* Settled Estates and of such Parts of the said *Ramsden* Devised Estates as are intermingled with or interspersed amongst the said *Ramsden* Settled Estates as aforesaid have since the passing of the said Act of the Eighth Year of Her present Majesty increased in a much smaller Degree than the Value and yearly Income of such Parts of the said *Ramsden* Devised Estates as have been leased and otherwise dealt with under the Powers given by the said Act and the said Will of the said Sir *John Ramsden* respectively as aforesaid have increased during the same Period: And whereas a Railway called the *Huddersfield and Manchester* Railway has recently been constructed and brought into the Town of *Huddersfield*, and the Station at *Huddersfield* of the said Railway is situated wholly on the said *Ramsden* Estates: And whereas by reason of the Construction and Situation of the said Railway and Station considerable Parts of the said *Ramsden* Settled Estates not heretofore immediately available for Building Purposes will become available for such Purposes, and some of the present Streets and Thoroughfares on the said *Ramsden* Settled Estates have become useless or inconvenient, and certain Houses and Buildings on the same Estates have been rendered inconvenient and incapable of being any longer advantageously or profitably occupied or let, and the said Houses and Buildings by their Situation also obstruct the Approaches to the said Station, and the Thoroughfares in connexion therewith, and it would be necessary, in order to enable the Construction of convenient Approaches to the said Railway Station, and for Purposes connected therewith, that the said last-mentioned Houses and Buildings should be taken down and removed, and that other Houses and Buildings should be erected: And whereas the Value and yearly Income of the said *Ramsden* Devised Estates largely exceeds the Value and yearly Income of the Estates comprised in the said recited Indenture of Release, and it will therefore be greatly for the Benefit of the said Sir *John William Ramsden*, on his attaining the Age of Twenty-one Years, to execute and perfect such Conveyances or Assurances for barring the Estate in Tail Male of him the said Sir *John William Ramsden* in such last-mentioned Estates, and for assuring and settling the same to the Uses of the said *Ramsden* Devised Estates, as are directed or provided to be executed and perfected by the said

said Will of the said Sir *John Ramsden*, and the Provisions in that Behalf therein contained and herein-before mentioned and referred to; And whereas it would be greatly for the Benefit of the Persons who are and may be interested under the Limitations of the said recited Indenture of Release and of the said Will of the said Sir *John Ramsden* respectively, if the Powers herein-before mentioned to have been given by the said Act of the Eighth Year of Her present Majesty, of granting and renewing Leases of the said *Ramsden* Devised Estates, and the Authority to insert in the Leases to be granted and renewed respectively Covenants for the Renewal thereof, and the Powers for entering into and executing preliminary Contracts for Leases, and for appropriating Land to the Formation of Streets and Ways and other public Purposes and Improvements, were extended and made applicable to the said *Ramsden* Settled Estates, and if such Powers and Authorities with respect to the said *Ramsden* Settled Estates were so given as that they may be from Time to Time reposed or vested in the said Person or Persons in whom the Powers and Authorities of the said Act of the Eighth Year of Her present Majesty are reposed and vested as herein-before mentioned, and if Powers were given for forming Approaches to the said Railway Station at *Huddersfield*, and for forming and constructing other Streets and Ways, and for taking down and removing and also for rebuilding or erecting Houses and other Buildings, and for constructing and maintaining, or causing or agreeing with any Commissioners or Persons enabled so to agree for the Construction and Maintenance of Drains, Sewers, Pavements, and other Easements and Works, and for the Purpose of promoting the Progress of Buildings and Improvements upon the said *Ramsden* Settled Estates, and if Powers corresponding or analogous to the Powers to apply the said Sum of Twenty thousand Pounds in Improvements contained in the said Will of the said Sir *John Ramsden* were also given for raising or charging and applying a sufficient Sum or Sums of Money for the setting out and Formation of such Approaches to the said Railway Station, and such other Streets and Ways as aforesaid, and for the taking down and removing and also for the rebuilding or erecting of such Houses and other Buildings as aforesaid, and for the Construction or Execution of such Drains, Sewers, Pavements, Easements, and Works upon the said *Ramsden* Settled Estates as aforesaid: And whereas it would also be greatly for the Benefit of the Persons who are and may be interested under the said Will of the said Sir *John Ramsden* if such or the like Powers as herein-before mentioned of contracting or agreeing with any Commissioners or Persons enabled so to agree for the Construction and Maintenance of Drains, Sewers, Pavements, and other Easements and Works were given with respect to the said *Ramsden* Devised Estates: And whereas the said *Ramsden* Settled Estates, and certain other Lands and Hereditaments, not being Part of the said *Ramsden* Devised Estates, or belonging to the said Sir *John William Ramsden*, lie in many Places intermingled with and in some Places interspersed in detached Parts or Portions amongst each other: And whereas some Parts of such other Lands and Hereditaments as last aforesaid are of the same Description and possess the same Advantages of Situation for the Purposes of Buildings and Improvements as the said *Ramsden* Settled Estates; but the Progress of

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Buildings

buildings and Improvements on the Parts of the said *Ramsden* Settled Estates, and on the said other Lands and Hereditaments which are so intermingled with and interspersed amongst each other, cannot be effectually promoted, by reason of such the relative Situation of the said respective Estates and Lands and Hereditaments, so long as they continue under separate Ownership and Management; but by reason of the great Advantages that would arise to the Proprietors of the surrounding or adjoining Lands from the Possession of the Parts of the said *Ramsden* Settled Estates which are so intermingled with or interspersed amongst other Lands, such Parts of the said *Ramsden* Settled Estates might be very advantageously disposed of by way of Sale or Exchange, and by means of such Disposition, or of the Monies to arise thereby, many favourable Opportunities of acquiring or purchasing the Lands not belonging to the said Sir *John William Ramsden* which are so intermingled with or interspersed amongst the said *Ramsden* Settled Estates as aforesaid may be obtained or taken advantage of, and by such Acquisition or Purchase the Value of such Parts of the said *Ramsden* Settled Estates as surround or adjoin such last-mentioned Lands as aforesaid, and the Capability thereof, and of such last-mentioned Lands respectively, to be benefited by the Promotion of Buildings and Improvements, would be greatly increased and developed: And whereas under the Circumstances aforesaid it would be greatly for the Benefit of the Persons who are and may be interested under the Limitations of the said recited Indenture of Release and of the said Will of the said Sir *John Ramsden* respectively if Powers were given for selling and exchanging for other Lands and Hereditaments, the said *Ramsden* Settled Estates, and for giving and receiving Money by way of Equality of Exchange, and if Powers were also given for laying out and investing the Monies which may arise from any Sales or Exchanges of the said *Ramsden* Settled Estates, under the Powers of this Act or otherwise, in satisfaction of any Money which may from Time to Time have been raised and charged upon or be capable of being raised and charged upon the said *Ramsden* Settled Estates, and in the Purchase or Acquisition of other Lands, to be settled upon the Uses which would be subsisting in the Lands and Hereditaments to be sold or exchanged under the said recited Indenture of Release and the said Will of the said Sir *John Ramsden* but for the Sale or Exchange thereof, with such other Powers as may be convenient for effecting such Sales, Exchanges, and Purchases: And whereas, it would also be greatly for the Benefit of the Persons who are and may be interested under the said recited Indenture of Release and the said Will of the said Sir *John Ramsden* respectively in the said *Ramsden* Settled Estates and *Ramsden* Devised Estates if the Powers which under the said Act of the Seventh and Eighth Years of Her present Majesty or otherwise are or may be applicable to the said *Ramsden* Devised Estates and *Ramsden* Settled Estates respectively were extended to such Lands in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, and in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton* respectively, as under any Purchase or Exchange or Partition may become subject to the Uses of the said Indenture of Release and the said Will respectively: And whereas by reasons of the Limitations of the said recited Indenture of Release and of the said Will of the said Sir *John Ramsden*

Expedient that Powers of the Act 7 & 8 Vict. should be extended to acquired Lands.

*Ramsden* respectively the Purposes before mentioned cannot be effected without the Authority of Parliament: Therefore Your Majesty's dutiful and loyal Subjects the said *Isabella Ramsden*, on behalf of herself and the said Sir *John William Ramsden*, and the said *Charles Ramsden*, *William Ramsden*, *Henry James Ramsden*, on behalf of himself and the said *Frederic Henry Ramsden*, *John Charles Francis Ramsden*, and *Henry James Ramsden* the younger, the said Lord *George Quin* and *Louisa Mary Isabella* his Wife, Lord *Charles Paulet*, on behalf of the said *Charles William Paulet*, *Frederic John Paulet*, and *Cecil Henry Paulet*, the said *Frances Lady Muncaster*, on behalf of herself and the said *Gamel Augustus Lord Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, and the said *Edward Horsman* and *Charlotte Louisa* his Wife, 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, That from and after the passing of this Act it shall be lawful for the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said Sir *John William Ramsden*, and after the Decease of such Survivor to and for the Guardian or Guardians for the Time being of the said Sir *John William Ramsden* during his Minority, and when and so soon as the said Sir *John William Ramsden* shall attain his Age of Twenty-one Years, or die under that Age, then for the Guardian or Guardians of any Tenant in Tail for the Time being entitled under the said recited Indenture of Release, or under the Devise of the Reversion of the said *Ramsden* Settled Estates made by the said Will of the said Sir *John Ramsden*, or under any Conveyance or Assurance of the said *Ramsden* Settled Estates to be made in pursuance of the Directions contained in such Will and herein-before mentioned, in possession, or in remainder immediately expectant on the Determination of the said Terms of Ninety-nine Years and Five hundred Years and One thousand Years and Ninety-nine Years respectively, created by the said recited Indenture of Release and the said Will of the said Sir *John Ramsden*, or to be created by any such Conveyance or Assurance as aforesaid, or of such of the said respective Terms as may for the Time being be subsisting and undetermined, to the Lands and Hereditaments hereby authorized to be demised and leased, during the Minority of such Tenant in Tail, and also for any Tenant for Life for the Time being entitled under the Devise of the Reversion of the said *Ramsden* Settled Estates made by the said Will of the said Sir *John Ramsden*, or under any Conveyance or Assurance of the said *Ramsden* Settled Estates to be made as aforesaid, in possession, or in remainder immediately expectant as aforesaid, if of full Age, and if not, then for his or her Guardian or Guardians, by Indenture or Indentures to be sealed and delivered by them, him, or her respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to demise, lease, or grant all or any Part or Parts of the Lands and Hereditaments in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, comprised in the

Power to  
lease Estates  
in Schedule  
(A.) for  
Terms  
not exceed-  
ing Sixty  
Years.

the said recited Indenture of Release, and mentioned and specified in the Schedule (A.) to this Act, and which said Lands and Hereditaments are herein mentioned and referred to as the *Ramsden* Settled Estates, unto any Person or Persons who shall covenant and agree to build or rebuild or substantially repair or improve any House or Houses on the said Lands and Hereditaments or any Part or Parts thereof, or unto the Executors, Administrators, or Assigns, Nominee or Nominees of such Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Land and Hereditaments to be comprised in any such Demise or Lease for Yards, Gardens, Ways, Passages, and other Conveniences to be attached to the Houses or other Buildings built or which may be built on the Hereditaments so demised or leased, and to make and use Drains, Sewers, Water-courses, and other Easements, and to dig and take such Stones, Earth, Clay, Sand, Loam, or Gravel as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings, Repairs, or Improvements as aforesaid, and also to take or pull down any Houses or other Buildings on the Land and Hereditaments so to be demised or leased, for the Purpose of such rebuilding, repairing, or Improvement as aforesaid, or of building any other Houses or other Buildings as aforesaid, and to insert or cause to be inserted in such last-mentioned Demises or Leases all such Exceptions, Conditions, Clauses, and Covenants as by the Person or Persons exercising this Power shall be deemed convenient, or for the Improvement of the Lands and Hereditaments hereby authorized to be demised, so nevertheless that upon every such Demise, Lease, or Grant there be reserved the best and most improved yearly Rent or Rents, to be payable half-yearly or oftener during the Continuance of the Term thereby created, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased as aforesaid, that, having regard to the Buildings, Repairs, or Improvements by such Indenture of Demise covenanted or agreed to be erected or made, can be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof, and so that there shall be contained in every such Demise, Lease, or Grant a Covenant by the Lessee for the Payment of the yearly Rent or Rents, and also a Clause in the Nature of a Condition for Re-entry for Nonpayment of the Rent thereby respectively reserved by the Space of Sixty Days next after the same shall become payable, and that the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively.

Leases to contain Proviso for Re-entry.

Power to insert Covenants for Renewal.

II. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to demise, lease, or grant as aforesaid, to insert, when and if they, he, or she shall think fit, in any Indenture of Lease to be made under the Powers of this Act, a Covenant for the Renewal thereof by the Person or Persons for the Time being entitled to the Reversion of the demised Premises expectant on the Determination of such Lease, on the Request of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be made for that Purpose



in Writing within Six Calendar Months after the Expiration of the first Twenty Years of the Term thereby granted, on Payment (within the same Six Calendar Months) of such Fine as in such Lease shall be mentioned in that Behalf, such Renewal to be for the like Term of Years for which the original Lease shall be granted, but to commence and be computed from the Expiration of such Twenty Years, and in case such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall neglect for the Space of Six Calendar Months next after the Expiration of the said Twenty Years to apply for such Renewal as aforesaid, or to pay such Fine as aforesaid, then for the Renewal of such Lease by the Person or Persons for the Time being entitled to the Reversion of the demised Premises expectant as aforesaid, on the Request of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be made for that Purpose in Writing within Twelve Calendar Months next after the Expiration of the first Forty Years of the Term thereby granted, and on Payment within the same Twelve Calendar Months of such increased Fine as in such Lease shall be mentioned in that Behalf, such Renewal as last aforesaid to be for the like Term of Years for which the original Lease shall be granted, but to commence and be computed from the Expiration of such Forty Years as aforesaid, every renewed Lease to be granted under such Covenant for Renewal, or under any Covenant for Renewal to be contained in any renewed Lease, to be at the same Rent, and to contain such or the like Covenants, Conditions, and Clauses, as the Lease in renewal whereof the same shall be granted, excepting only such Covenants for building or improving as shall already have been fully executed and performed, but including the like Covenant for Renewal as aforesaid, upon such Application and Payment as aforesaid, within One of the respective Times aforesaid, but not otherwise; and the Fine to be by such Covenant for Renewal made payable in case of an Application for Renewal within Six Calendar Months after the Expiration of the first Twenty Years of the Term shall be a fixed Sum of Money, not less than double the Amount of the yearly Rent reserved on such Lease, or (if the Person or Persons granting such Lease under the Power by this Act given shall so think fit) a Fine proportioned to or calculated on the improved yearly Value of the Premises thereby demised, and all Buildings and Erections thereon, at the Time of such Renewal, and not less than One Year's improved Value; and in case the Fine payable on the Renewal within Six Calendar Months after the Expiration of the first Twenty Years of the Term shall be a fixed Sum of Money, the Fine payable on Renewal within Twelve Calendar Months after the Expiration of the first Forty Years of the same Term shall not be less than Five Times the Amount of such fixed Sum of Money; and in case the Fine payable on Renewal within Six Calendar Months after the Expiration of the first Twenty Years of the Term shall be proportioned to or calculated on the improved yearly Value as aforesaid, the Fine payable on the Renewal within Twelve Calendar Months after the Expiration of the first Forty Years of the Term shall not be less than Ten Times the Amount of the improved yearly Value of the demised Premises at the Expiration of such first Forty Years; and in such Leases may be inserted such Provisions for ascer-

[*Private.*]

taining such improved yearly Value as to the Person or Persons exercising this Power may appear convenient.

Power to  
renew  
Leases.

III. And be it enacted, That it shall be lawful for the Person or Persons for the Time being by this Act authorized and empowered to demise, lease, or grant as aforesaid to renew any Lease or Leases which shall, under the Authority of this Act have been granted with Covenants for the Renewal thereof, according to the Terms and in manner in such respective Covenants mentioned.

Power to  
enter into  
preliminary  
Contracts  
for Leases.

IV. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid from Time to Time to enter into a Contract or Contracts under his, her, or their Hands for granting any Lease or Leases of any Part or Parts of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, pursuant to the Powers herein contained, and for such Term and with such Covenants and Clauses as are provided or authorized by this Act, and to agree, when and as the Lands or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, or rebuilt, repaired, or improved, in the Manner and to the Extent to be stipulated in any such Contract, and the Buildings shall have progressed to the Extent mentioned in such Contract or Agreement, by One or more Indenture or Indentures to demise and lease the Hereditaments so agreed to be let, or such Part or Parts thereof as shall be so built upon, with the Building thereupon erected and built, or rebuilt, or repaired and improved, with the Yards, Gardens, or other the Premises to be held therewith, unto the Person or Persons contracting to take the same as aforesaid, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term, or a Term equal to the Remainder then unexpired of the Term specified in such Contract or Agreement, and in such Parts and Parcels, and under and subject to such Parts or Proportions of the yearly Rent or Rents, to be specified in such Contracts or Agreements respectively, as shall be thought proper or convenient.

Power to  
allot Parts  
of Lands for  
Roads,  
Streets,  
Squares, &c.

V. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid from Time to Time as there shall be occasion, to allot and set out any convenient Part or Parts of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act for the Purposes of forming Roads, Streets, Squares, Market Places, Drains, Ways, and Avenues, or for other Purposes, for the general Improvement and Advantage of the said Lands and Hereditaments, and in such Manner and on such Terms as shall be thought necessary or convenient, for the Use or Convenience of the Occupiers of the Houses and other Buildings erected or to be erected on the said Lands and Hereditaments hereby authorized to be demised, or any Part thereof, and to do all necessary Acts for dedicating to the Public any Roads, Streets, or Ways as aforesaid.

Powers to  
make Ap-

VI. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized or empowered by this Act

Act to demise, lease, or grant as aforesaid to form and construct and maintain upon any Part or Parts of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act which may be allotted or set out for that Purpose under the Powers of this Act any Approaches to the said Railway Station at *Huddersfield*, and any other Roads and Streets, Squares, Market Places, Ways, or Avenues, or other Works for the general Improvement of the same Lands and Hereditaments, and to make and construct in or upon any Part or Parts of the Lands and Hereditaments mentioned in the said Schedule (A.) all such Drains, Sewers, Pavements, Passages, Reservoirs, Watercourses, and other Easements, and to erect or set up such Walls and other Fences, and to cut and take down and remove or make use of such Hedges, Fences, Timber and other Trees, and Underwood, and also such Houses and other Buildings, and the Materials thereof, and to dig and remove or make use of such Stones, Earth, Clay, Sand, Loam, or Gravel, and to execute all such other Works and Improvements, and to do all such other Acts as the Person or Persons for the Time being authorized and empowered as aforesaid shall think necessary or convenient, for the Purpose of forming and constructing or maintaining or for providing for or facilitating the Drainage and Sewerage, and fencing and lighting, and the general Convenience and Healthfulness of such Approaches, Roads, Streets, Squares, Market Places, Ways, and Avenues, and other Works as aforesaid, or for preparing any Land which may be intended or desired to be leased under the Powers of this Act for Use and Occupation, for the Purposes of Buildings and Improvements, or for enabling or facilitating the advantageous leasing thereof, and also to take or pull down or remove any Houses or Buildings, or any Part or Parts of any Houses or Buildings, in or upon any Part or Parts of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, and to rebuild or erect and build any Houses, Erections, or Buildings in or upon any Part or Parts of the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, as the Person or Persons for the Time being authorized and empowered as aforesaid shall think necessary or expedient.

VII. And be it enacted, That as to the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, and that as to the Lands and Hereditaments mentioned in the Schedule (A.) to the said Act of the Eighth Year of Her present Majesty and also mentioned in the Schedule (B.) to this Act, it shall be lawful for the Person or Persons for the Time being authorized and empowered by the said Act of the Eighth Year of Her present Majesty to demise, lease, or grant as in the said Act is mentioned, to give to the Commissioners appointed under the said intended "*Huddersfield Improvement Act, 1848*," in case the same shall pass into a Law, or to any like Commissioners or Board who may be authorized under any local Improvement Act or otherwise to make and maintain Sewers and Pavements and other Works of public Convenience, such Notices or Consents or to do such other Acts as may be necessary or proper to authorize and induce such Commissioners

proaches to the Railway and Station, and to effect general Improvements on the Settled Estates.

Power to treat with the Huddersfield Improvement Commissioners or other Commissioners with respect to paving, sewerage, &c.

or

or Board to make and maintain in or upon or in connexion with any Streets formed or to be formed in the said Lands and Hereditaments mentioned in the said Schedule (A.) to this Act, or on the said Lands and Hereditaments mentioned in the Schedule (A.) to the said Act of the Eighth Year of Her present Majesty and in the Schedule (B.) to this Act respectively, such Sewers and Pavements and other Works as they may by the said intended "*Huddersfield Improvement Act, 1848*," or by any such other Act, or otherwise, as aforesaid, be empowered to make or maintain, and to cause such intended Streets to be sewered and paved, or the Sewers and Pavements thereof to be maintained accordingly, subject to such Repayment of the Costs and Expenses of the Construction or Maintenance of such Sewers and Pavements or other Works respectively as in or by the said intended Act, or any such other Act, or otherwise, under the Authority which may be vested in such Commissioners or Board, may be provided for or directed, and generally to do such Acts, and to enter into such Agreements for procuring the Construction or Maintenance by any such Commissioners or Board, or by the Surveyors of Highways, or any Corporation or Persons enabled or required in this Behalf, of any Drains, Sewers, Pavements, or other Easements or Works, in, upon, or under or in connexion with any Roads, Streets, Squares, Market Places, Drains, Ways, or Avenues, already set out, formed, or constructed, or which may be set out, formed, and constructed, or dedicated to the Public, on the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act and in the Schedule (A.) to the said Act of the Eighth Year of Her present Majesty respectively, as to the Persons or Person executing this Power may seem fit or expedient for the Improvement of the said respective Lands and Hereditaments.

Power to borrow not exceeding 25,000*l.*

Application of Monies borrowed.

Power to mortgage.

VIII. And be it enacted, That it shall be lawful for the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times hereafter when he or they shall think proper, to borrow and take up at Interest any Sum or Sums of Money not exceeding in the whole the Sum of Twenty-five thousand Pounds, and to apply the same, or direct or permit the same to be applied, according to the Directions of the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, in or towards the Formation and Construction of any such Approaches, Roads, Streets, Drains, Sewers, and Pavements as aforesaid, or the taking down or removing, or rebuilding or erecting and building, of any Houses or Buildings, or the Execution of any such other Improvements or the Performance of any such other Works upon the said *Ramsden Settled Estates* as are hereinbefore authorized, and, as a Security for the Money so to be borrowed, by any Deed or Deeds to grant and demise by way of Mortgage all or any of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, and herein mentioned or referred to as the *Ramsden Settled Estates*, to any Person or Persons or Body or Bodies Corporate who shall be willing to lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment

Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term of Years on Repayment of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Deed or Deeds respectively appointed and specified.

IX. And be it enacted, That from and after the passing of this Act it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, and also for the Person or Persons for the Time being authorized and empowered by the said Act of the Eighth Year of Her present Majesty to demise, lease, or grant, as in the said Act mentioned respectively, if he, she, or they respectively shall so think fit, to contract and agree with any Person or Persons or Body or Bodies Corporate to or with whom any Lease or Leases, or Contract for a Lease or Leases, may be made or entered into by any such Person or Persons respectively under the Powers of this Act or of the said Act of the Eighth Year of Her present Majesty, as the Case may be respectively, for the Repayment to the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, or the Executors or Administrators of such Survivor, or for the Repayment to the said *Edward William Harvey Lord Hawke* and *George Lane Fox*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Ninety-nine Years created by the said Will of the said *Sir John Ramsden*, as the Case may require, of all or any Part or Parts of any Sum or Sums of Money which may have been laid out or expended under the Powers of this Act, or under the Power to lay out Money in Improvements contained in the said Will of the said *Sir John Ramsden* respectively, as the Case may be, upon the Land to be comprised in such Lease or Contract respectively, or the Buildings thereon, or which may have been or may thereafter be laid out or expended, under any of such Powers respectively, in the Formation, Construction, or Maintenance of any Roads, Streets, Squares, Market Places, Ways, Avenues, Drains, Sewers, Pavements, Passages, Reservoirs, Watercourses, or other Easements, or of any Walls or Fences, or in the Performance or Execution of any other Works or Improvements whatsoever upon any Part or Parts of the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, or in the Schedule (A.) to the said Act of the Eighth Year of Her present Majesty, and also in the Schedule (B.) to this Act, as the Case may be respectively, which may be necessary or conducive to the advantageous Occupation and Enjoyment of the Land to be comprised in such Lease or Contract respectively, or the Buildings and Improvements to be erected or made thereon, and to take such Security, and stipulate for such Remedies for the Repayment and Recovery, to or by the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, or the Executors or Administrators of such Survivor, or to or by the said *Edward William Harvey Lord Hawke* and *George Lane Fox*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said

Power to contract for Repayment of Sums laid out in Improvements.

[*Private.*]

5 a

Term

Term of Ninety-nine Years created by the said Will of the said Sir *John Ramsden*, as the Case may require, of every such Sum or Sums of Money respectively as the Person or Persons exercising this Power shall think fit; and the Money so to be made repayable shall not be deemed to be a Fine or Premium for the making of any Lease under the Provisions herein-before or in the said Act of the Eighth Year of Her present Majesty respectively contained.

Application  
of Monies  
to be re-  
paid for Im-  
provements,  
&c. on Set-  
tled Estates.

X. And be it enacted, That it shall be lawful for the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, and the Survivor of them, and the Executors or Administrators of such Survivor, to pay or apply such Sum or Sums of Money as shall or may be repaid to or recovered by them or him, under or by virtue of any such Contract or Agreement to be made or entered into by the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, in or towards the Formation, Construction, Execution, or Performance of such Works upon the said *Ramsden* Settled Estates as herein-before authorized, in such Manner in all respects as herein-before mentioned concerning the Payment and Application of the said Sum of Twenty-five thousand Pounds, and, subject and without Prejudice to such Payment or Application as last aforesaid, to pay and apply the Sum or Sums of Money to be repaid to or recovered by them or him, under or by virtue of any such Contract or Agreement as last aforesaid, in or towards the Discharge or Satisfaction of any Sum or Sums of Money which may have been borrowed or taken up at Interest under the Powers of this Act, or any of them, in such Order and Priority and in such Manner as the Person or Persons for the Time being exercising this Power shall think most beneficial and proper: Provided always, that until the Payment or Application for any of the Purposes aforesaid of all or any Part of the Sum or Sums of Money to be repaid or recovered as last aforesaid, the same, or so much thereof as shall for the Time being be unpaid or unapplied as aforesaid, shall and may be laid out or invested by the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, or the Executors or Administrators of such Survivor, in their or his Names or Name respectively, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest on Government or Real Securities in *England* or *Wales*, and the Investments thereof may be from Time to Time altered, varied, or transposed for or into other Stocks, Funds, or Securities of a like Nature, and also called in or sold and disposed of as occasion shall require; and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities as aforesaid shall from Time to Time go and be paid to the Person or Persons who may from Time to Time be entitled to the Receipt of the Rents and Profits of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, or of such of them as shall not have been sold or exchanged under the Powers for that Purpose herein-after contained.

Application  
of Monies  
to be re-  
paid for Im-

XI. And be it enacted, That it shall be lawful for the said *Edward William Harvey* Lord *Hawke* and *George Lane Fox*, and the Survivor of them, and the Executors or Administrators of such Survivor,

Survivor, or other the Trustees or Trustee for the Time being of the said Term of Ninety-nine Years, created by the said Will of the said Sir *John Ramsden*, as herein-before mentioned, to pay or apply such Sum or Sums of Money as shall or may be repaid to or recovered by them or him under or by virtue of any such Contract or Agreement as aforesaid, to be made or entered into by the Persons or Person for the Time being authorized and empowered by the said Act of the Eighth Year of Her present Majesty to demise, lease, or grant as in the said Act mentioned, in doing, making, repairing, performing, and completing such Erections and Buildings and other Works for the Improvement of the said *Ramsden* Devised Estates as by the said Will of the said Sir *John Ramsden* are authorized to be done, made, repaired, performed, or completed, with or out of the said Sum of Twenty thousand Pounds by the said Will authorized to be laid out and applied for the Improvement of the said *Ramsden* Devised Estates, as herein-before mentioned, and, subject and without Prejudice to such Payment or Application as last aforesaid, from Time to Time to lay out and apply the Sum or Sums of Money to be repaid to or recovered by them or him under or by virtue of any such Contract or Agreement as last aforesaid, in or towards the Discharge of any Incumbrance affecting the said *Ramsden* Devised Estates, or for any of such Purposes and in such Manner as in and by the said Will of the said Sir *John Ramsden* is authorized and directed concerning the laying out and Application of the Money to arise under the Powers of Sale, Enfranchisement, Exchange, and Partition contained in the said Will, and herein-before referred to, as the Person or Persons for the Time being exercising this Power shall think most beneficial and proper.

provements,  
&c. on De-  
vised Es-  
tates.

XII. And be it enacted, That the Receipts in Writing of the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, or his Executors or Administrators, for any Money which they or he shall respectively borrow or take up at Interest under the Powers of this Act, and for any Sum or Sums of Money to be repayable to or recoverable by them or him, or any other Monies which they or he may be authorized or entitled to receive under the Powers herein-before contained, and that in like Manner the Receipts in Writing of the said *Edward William Harvey* Lord *Hawke* and *George Lane Fox*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being, under the said Will of the said Sir *John Ramsden* of the said Term of Ninety-nine Years by such Will created, for any Sum or Sums of Money to be repayable to or recoverable by them or him, under the Powers herein-before contained, shall be sufficient Discharges for the said Monies respectively, and that the Persons to whom such Receipts shall be given respectively shall not be answerable or accountable for the Misapplication or Nonapplication, or be in anywise concerned to see to the Application, of the Money therein respectively expressed to be received.

General  
Receipt  
Clause.

XIII. And be it enacted, That in all Suits upon Contracts for the Grant of Leases or otherwise concerning the granting of any Leases under the Powers of this Act the Person or Persons for the Time being

Parties to  
Suits, &c.

being by this Act authorized and empowered to demise, lease, or grant as aforesaid shall represent all the Persons having or claiming, or who shall or may have or claim, any Estate, Right, Title, or Interest, at Law or in Equity, in the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, under or by virtue of the Limitations contained in the said recited Indenture of Release, or the Devise of the Reversion of the said *Ramsden* Settled Estates made by the said Will of the said Sir *John Ramsden*, or the Limitations to be contained in any Conveyance or Assurance to be made in pursuance of the Directions and Provisions of the said Will, herein-before mentioned, in the same Manner and to the same Extent as the Executors or Administrators in Suits concerning Personal Estate represent the Persons beneficially interested in such Personal Estate, and in such Cases it shall not be necessary to make the Persons so having or claiming any such Estate, Right, Title, or Interest, at Law or in Equity, in the said Lands and Hereditaments, under the Limitations of the same Indenture or the said Will, or under the Limitations of any Conveyance or Assurance to be made as aforesaid, Parties to the Suit, but the Court may, upon Consideration of the Matter on the hearing, if it shall so think fit, order such Persons or any of them respectively to be made Parties.

Covenants and Agreements entered into in pursuance of this Act to run with the Land.

XIV. And be it enacted, That all Covenants and Agreements which shall be entered into, in pursuance of the Powers herein-before contained, by the Person or Persons for the Time being by this Act authorized to demise, lease, or grant as aforesaid, except the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said Sir *John William Ramsden*, and any Guardian or Guardians of any Infant, shall (unless the Operation of any such Covenant or Agreement shall be expressly restrained) be binding at Law and in Equity upon the Person or Persons entering into the same, and all Persons claiming or to claim the Lands or Hereditaments to which such Covenants or Agreements shall relate, by, from, through, under, or in trust for him, her, or them, and also upon all and every Person and Persons who shall or may have or claim any Remainder, Reversion, or other Estate or Interest of and in the same Lands and Hereditaments, under or by virtue of the said recited Indenture of Release, or the Devise of the Reversion of the said *Ramsden* Settled Estates contained in the said Will of the said Sir *John Ramsden*, or any Conveyance or Assurance to be made in pursuance of the Directions of such Will herein-before mentioned, and his, her, or their Heirs, Executors, Administrators, and Assigns, during the Continuance of his, her, or their Estate or Estates respectively, and also after the Determination of such Estate or Estates respectively for any Breach or Breaches of Covenant which shall have been committed or suffered during the Continuance of such Estate or Estates respectively (notwithstanding the Want of Privity between the Covenantors in such Covenants or Agreements and any such Person or Persons to be bound thereby as aforesaid, or the Want or Omission of any Words expressly binding such Persons or any of them), but such Covenants or Agreements shall not be binding on the Covenantors, or on the Person or Persons entitled to any particular or determinable Estate



Estate or Estates of and in the Lands and Hereditaments to which the same respectively shall relate, nor his, her, or their Heirs, Executors, Administrators, or Assigns, after the Determination of his, her, or their Estate or Estates, Interest or Interests in the same Lands and Hereditaments, to any greater Extent than as aforesaid; and every such Covenant or Agreement so to be entered into by the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, or the Survivors or Survivor of them, during the Minority of the said *Sir John William Ramsden*, and, after the Decease of such Survivor, by the Guardians or Guardian of the said *Sir John William Ramsden* during his Minority, or by the Guardian or Guardians of any other Infant, shall be binding at Law and in Equity upon the Estate of the said *Sir John William Ramsden*, or such other Infant respectively, as well during his or her Minority as after he or she shall have attained the Age of Twenty-one Years, and shall also be binding upon all and every Persons and Person who would, under the Provisions herein-before contained in that Behalf; have been bound by such Covenants and Agreements, and to the same Extent as they, he, or she respectively would under this Act have been so bound if the same had been entered into by the said *Sir John William Ramsden* or such other Infant respectively after he or she had attained his or her full Age, but such Covenants or Agreements shall not be binding on the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, or the Survivors or Survivor of them, or such Guardians or Guardian, or any of them, save and except for any Act, Matter, or Thing to be done, committed, or suffered by them, him, or her respectively, and save and except so far as relates to the said *Charles Ramsden* to the Extent and in such Manner as he may be bound as a Remainder-man under the Provisions herein-before contained.

XV. And be it enacted, That from and after the passing of this Act all such Contracts and Agreements for Leases as are in and by the said Act of the Eighth Year of Her present Majesty and by this Act respectively authorized to be made and entered into by the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, and the Survivors of them, shall and may be made and entered into by Writing under the Hands of any Two or more of them the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, or of the Survivors of them.

Contracts  
for Leases  
may be  
signed by  
Two Trus-  
tees.

XVI. And be it enacted, That from and after the passing of this Act, it shall be lawful for the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent in Writing of the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said *Sir John William Ramsden*, and, after the Decease of such Survivor, of the Guardian or Guardians for the Time being of the said *Sir John William Ramsden* during his Minority, absolutely to make sale of, and also, subject to the Proviso herein-after contained, to convey in exchange

Powers of  
Sale and  
Exchange.

[Private.]

5 b

exchange

change for or in lieu of any other Messuages, Lands, or Hereditaments of Inheritance in the Parishes of *Almondbury, Kirkheaton, and Huddersfield*, or any or either of them, all or any Part or Parts of the Lands or Hereditaments in the Parishes of *Almondbury, Kirkheaton, and Huddersfield* comprised in the said recited Indenture of Release, and mentioned and specified in the Schedule (A.) to this Act, and which said Lands and Hereditaments are herein mentioned and referred to as the *Ramsden Settled Estates*, and the Inheritance thereof, with the Appurtenances, and for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, as to the Persons or Person authorized and empowered by this Act to sell and exchange as aforesaid shall appear reasonable, and upon any such Sales or Exchanges as aforesaid to make, in respect of the Hereditaments sold or given in exchange, and to take the Hereditaments received in exchange subject to, such Conditions, Stipulations, and Agreements as to the Persons or Person authorized and empowered by this Act to sell and exchange as aforesaid shall appear reasonable; and upon any such Exchanges as aforesaid it shall be lawful for the Persons or Person authorized and empowered by this Act to sell and exchange as aforesaid to contract or agree that any Money shall be given or received by way of Equality of Exchange, and to borrow and take up at Interest any Money so agreed to be given for that Purpose, and also the Amount of the Expenses attending such Exchanges respectively, and to charge such Monies upon the Hereditaments to be taken in exchange, by limiting the same for any Term or Number of Years, by way of Mortgage, for securing the said Monies with Interest, and to give Receipts in Writing for the Monies to be so borrowed or taken up at Interest as aforesaid, which shall be effectual Discharges for the same, and shall exonerate the Persons taking such Receipts from seeing to the Application of the Money in such Receipts expressed to be received, and from inquiring as to the Amount which ought to be borrowed or taken up at Interest, and charged or secured as aforesaid; and for effecting any such Sales or Exchanges as aforesaid it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to sell and exchange as aforesaid, upon Payment into the Bank of *England* in manner herein-after mentioned of the Monies to arise by any such Sale, or agreed to be received by way of Equality of Exchange as aforesaid, and upon the Conveyance and Settlement of the Messuages, Lands, and Hereditaments to be taken in exchange as aforesaid to the Uses and in manner herein-after directed, as the Case may require, by any Deed or Deeds, sealed and delivered by him, her, or them respectively in the Presence of Two or more Witnesses, absolutely to revoke all or any of the Uses subsisting under the said recited Indenture of Release, and the Devise of the Reversion of the said *Ramsden Settled Estates*, contained in the said Will of the said *Sir John Ramsden*, of the Messuages, Lands, or Hereditaments so to be sold or exchanged (but subject and without Prejudice to any Lease or Leases which shall have been made in pursuance of the Powers of leasing in the said Indenture or in this Act respectively contained), and to limit, declare, or appoint any new or other Use or Uses, Trust or Trusts of the same Messuages, Lands, or Hereditaments  
which

which it shall be thought necessary or expedient to limit, declare, or appoint in order to effect such Sales or Exchanges as aforesaid: Provided always, that every such Exchange as herein-before authorized to be made shall be made and effected under the Direction of the High Court of Chancery; and that for that Purpose it shall be lawful for the said Court, when and so often as any Agreement for any such Exchange as aforesaid shall have been made or entered into by the Person or Persons for the Time being authorized and empowered by this Act to sell and exchange as aforesaid, upon Petition, to be preferred in a summary Way, to make such Order as may be necessary or expedient for enabling and sanctioning the Performance and Completion of such Agreement, and the Exchange thereby agreed to be effected.

Exchanges to be made under the Direction of the Court of Chancery.

XVII. And be it enacted, That the Monies arising from any such Sale as aforesaid, or agreed to be received by way of Equality of Exchange, under the Powers of this Act, upon any such Exchange as aforesaid, shall be paid by the Person or Persons to or with whom such Sale or Exchange, as the Case may be, shall be made, 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 Purchasers of Part of the Estates settled on the Marriage of *John Charles Ramsden Esquire*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Payment of Monies into the Bank of England.

XVIII. And be it enacted, That the Certificate of the said Accountant General of the Payment into the Bank of *England*, by or on Behalf of the Person or Persons liable or entitled to pay the same respectively, of any Purchase Money arising upon any such Sale as aforesaid, or of any Money agreed to be received by way of Equality of Exchange upon any such Exchange as aforesaid, and the Receipt of One of the Cashiers of the said Bank of *England* for the same Money, to be annexed to such Certificate, shall, when such Certificate and Receipt shall be filed together in the Register Office of the said Court of Chancery, be a good and sufficient Discharge for the Purchase Money or other Money for which such Certificate and Receipt as aforesaid shall be given; and that after the filing of such Certificate and Receipt the Person or Persons paying such Purchase Money or other Money shall not be answerable for any Misapplication or Nonapplication or be in anywise concerned to see to the Application of the Purchase Money or other Money for which such Certificate and Receipt which shall be so filed shall have been given.

Accountant General's Certificate and Cashier's Receipt to be a sufficient Discharge.

XIX. And be it enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon Petition to be preferred in a summary Way, to order and direct the Payment and Application of any Purchase Money or Money received by way of Equality of Exchange which shall be paid into the Bank of *England* as aforesaid in or towards any of the Purposes following; (that is to say,) in or towards

Court upon Petition to direct Application of Monies.

towards the Payment of the Costs, Charges, and Expenses incurred in applying for and obtaining this Act or incidental thereto, to be taxed and settled as herein-after mentioned, and in or towards the Payment of the Costs, Charges, and Expenses (as and when the Amount thereof shall be duly taxed and ascertained) to be incurred in or about any Applications to and Proceedings in the said Court of Chancery made or had in pursuance of this Act, and in making and carrying into effect any Sales or Exchanges hereby authorized to be made, or incidental thereto, and in the Application or Investment, under the Provisions of this Act, of all or any of the Monies to be paid into the Bank of *England* as aforesaid, or incidental to such Application or Investment, or otherwise in carrying into execution the Purposes of this Act, and also in or towards the Payment and Discharge of any Principal Sum or Sums of Money which shall from Time to Time be charged upon the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, under the Trusts of the said Term of Five hundred Years created by the said recited Indenture of Release, or in respect of any Money which shall have been borrowed or taken up at Interest under any of the Powers for that Purpose in this Act contained, or otherwise in Payment to the Person or Persons for the Time being authorized under the Powers herein-before contained to borrow or take up at Interest on the Security of the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act the said Sum of Twenty-five thousand Pounds of any Sum or Sums of Money not exceeding the said Sum of Twenty-five thousand Pounds, or so much thereof as such Person or Persons shall be so for the Time being entitled to borrow or take up at Interest as aforesaid, and shall be desirous to raise under the Powers of this Act, the Sum or Sums of Money so paid to such Person or Persons as last aforesaid to be considered in substitution for the said Sum of Twenty-five thousand Pounds or such lesser Sum or Sums as shall be paid by Order of the said Court as last aforesaid, and to be receivable and payable and applicable by such Person or Persons in such Manner, and for such Purposes, and at such Discretion in all respects, as by this Act is provided and directed concerning the Receipt and Payment and Application of the Sum or Sums of Money which such Person or Persons shall have been so for the Time being entitled to borrow or take up at Interest as aforesaid, and also in or towards the Payment of any Sum or Sums of Money which shall have been agreed to be given by way of Equality of Exchange, under the Powers of this Act, upon any Exchange which shall be carried into effect and completed under the Powers and Provisions herein-before contained.

Surplus of  
Monies to  
be invested  
in Purchase  
of Lands.

XX. And be it enacted, That, subject and without Prejudice to the Payment and Application of the Purchase Monies, or Monies received by way of Equality of Exchange, which shall be paid into the Bank of *England* as aforesaid, for all or any of the Purposes aforesaid, the said Monies, or so much thereof as shall remain after such Payment and Application, shall and may from Time to Time be laid out and invested, by Order of the said Court of Chancery, to be made upon Petition to be preferred in a summary Way by the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, or the Survivors or Survivor of them, during the  
Minority

Minority of the said Sir *John William Ramsden*, and after the Decease of such Survivor then of the Guardian or Guardians for the Time being of the said Sir *John William Ramsden* during his Minority, and when and so soon as the said Sir *John William Ramsden* shall attain his Age of Twenty-one Years, or depart this Life under that Age, then of the Person or Persons who would for the Time being be entitled to the Receipt of the Rents and Profits of the Messuages, Lands, or Hereditaments to be purchased with such Monies under the Powers hereby given, if the same were actually purchased and assured and limited, as herein-after directed, in possession or in remainder immediately expectant on the Determination of such of the like Terms of Ninety-nine Years and Five hundred Years and One thousand Years and Ninety-nine Years as are respectively created by the said recited Indenture of Release, and the Devise of the Reversion of the said *Ramsden* Settled Estates contained in the said Will of the said Sir *John Ramsden*, or as may be created or limited by any Conveyance or Assurance to be made in pursuance of the Directions contained in the said Will, and herein-before mentioned, or of such of the said Terms as may for the Time being be subsisting or undetermined, if such Person or Persons shall be of full Age, and if not then of his, her, or their Guardian or Guardians respectively, in the Purchase of Messuages, Lands, or Hereditaments in *England* of an Estate of Inheritance in Fee Simple in possession.

XXI. And be it enacted, That all the Messuages, Lands, and Hereditaments in the Purchase whereof the said Monies or any Part thereof shall be laid out or invested as last aforesaid, and also all the Messuages, Lands, and Hereditaments which shall be taken in exchange upon any Exchange to be made under the Powers and Provisions of this Act, shall, on Completion of the Purchase thereof or of such Exchange as aforesaid, be conveyed, limited, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, to, upon, and for, and with, under, and subject to which the Lands and Hereditaments which shall have been sold or exchanged under the Powers of this Act would, under or by virtue of the said recited Indenture of Release, and the Devise of the Reversion of the said *Ramsden* Settled Estates contained in the said Will of the said Sir *John Ramsden*, or any Conveyance or Assurance which may have been made in pursuance of the Directions contained in the said Will, and herein-before mentioned, have stood limited, settled, and assured in case the same had not been sold or exchanged under the Powers of this Act as aforesaid, or as near thereto as the Deaths of Parties and other Circumstances will admit of.

Lands acquired by Sale or Exchange to be subject to the same Uses, &c.

XXII. And be it enacted, That all the Purchase Monies, and Monies received by way of Equality of Exchange, which shall be so paid into the Bank of *England* as aforesaid, and which shall not from Time to Time have been paid and applied or invested for any such Purposes or in any such Purchase as herein-before respectively mentioned; shall and may, in the meantime and until the same shall be so paid and applied or invested as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of

Monies until laid out to be invested in Exchequer Bills.

[*Private.*]

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the Accountant General of the said Court, in the Purchase of Exchequer Bills, and the Monies to be received in respect of the same Bills respectively, and also in respect of any other Bills to be purchased or taken in exchange as herein-after directed, when and as such Bills respectively shall be paid off by Government, and also the Interest arising from the Bills so to be purchased as aforesaid, and from any Bills to be purchased or taken in exchange, as herein-after mentioned, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Exchequer Bills; provided always, that it shall be lawful for the said Court of Chancery to make such General or Special Orders as may be proper for authorizing the Receipt from Government of any new Exchequer Bills, in exchange for any Exchequer Bills which shall have been purchased in the Name of the said Accountant General, under the Directions herein-before contained, or shall have been taken in exchange under this Proviso, and shall be of such Date as to be in course of Payment by Government; and all the said Exchequer Bills to be purchased and received in exchange as aforesaid shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall be delivered out by Order of the said Court; and it shall be lawful for the said Court, upon any such Petition as herein-before directed or authorized for the Payment and Application or Investment of the Monies from which such Exchequer Bills shall have respectively arisen, for any such Purposes or in any such Purchase as herein-before respectively mentioned, to make all such Orders as may be necessary or proper for the Sale of any Bill or Bills which shall have been purchased or received in exchange as aforesaid, and for the Delivery thereof out of the said Bank, and for the Payment and Application or Investment of the Monies to be received from the Sale thereof, or otherwise on account of such Bill or Bills, for any such Purposes or in any such Purchase as herein-before respectively mentioned.

Surplus of  
Exchequer  
Bills to be-  
long to  
Persons en-  
titled to  
Rents of the  
Lands.

XXIII. And be it enacted, That if the Amount of any Purchase Monies, or Monies received by way of Equality of Exchange, as aforesaid, which shall have been laid out in the Purchase of Exchequer Bills, under the Directions herein-before contained, shall be wholly repaid and recovered by or out of the Monies arising from any Exchequer Bills which shall have proceeded from such Purchase, or from the Sale thereof, and after such Repayment and Recovery there shall be a Surplus of the Exchequer Bills, or of Monies arising from the Sale of or Interest upon the Exchequer Bills, which shall have proceeded from such Purchase as aforesaid, then and in such Case such Surplus shall belong to the Person or Persons respectively who during the Continuance of the Investment of the said Purchase Monies, or Monies received by way of Equality of Exchange, in such Exchequer Bills as aforesaid, would have been entitled to receive the Rents and Profits of the Messuages, Lands, or Hereditaments in the Purchase whereof the said last-mentioned Monies are herein-before authorized to be invested, in case such Monies respectively had been actually so invested, or to the personal Representatives or Representative of such Person or Persons respectively: Provided always, that such Person  
or

or Persons as last aforesaid shall not be entitled to any Interest in the said Exchequer Bills, or in the Monies arising from the Sale thereof, or in the Interest thereof, in respect of the Right or Title of such Person or Persons to the Receipt of such Rents and Profits as last aforesaid, except only in case and to the Extent of such Surplus as aforesaid.

XXIV. And be it enacted, That all the Monies which shall be paid into the Bank of *England* as Purchase Money or Compensation by the said *Huddersfield* Improvement Commissioners, or by any other Person or Persons or Body or Bodies Corporate or Politic, who shall have taken or purchased, or shall take or purchase, any Part or Parts of the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, under the Powers or Provisions of any general or special Act of Parliament, or so much thereof as would be applicable to the Discharge of Incumbrances on such Lands and Hereditaments, or the Parts thereof not so taken and purchased, shall and may be paid and applied, by Order of the said Court of Chancery, to be obtained on Petition in a summary Way, in substitution for any Money authorized to be borrowed under this Act on the Security of the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, for the Purposes for which such Money is hereby authorized to be borrowed.

Purchase or Compensation Monies may be applied in substitution for monies authorized to be borrowed.

XXV. And be it enacted, That all and singular the Powers and Authorities given or created by the said Act of the Eighth Year of Her present Majesty shall extend and apply, and be deemed and taken to extend and apply, to all Lands and Hereditaments situated in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, and in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, which at any Time since the passing of the said Act may have been or which shall be hereafter purchased with or out of any Accumulations of Rents and Profits, or otherwise purchased or taken in exchange under the Powers in that Behalf contained in the said Will of the said Sir *John Ramsden*, and which shall have been or shall be settled and assured to or upon the Uses and Trusts and with the Powers limited and declared thereof in and by the same Will; and that in like Manner all and singular the Powers and Authorities given or created by this Act shall extend and apply, and be deemed and taken to extend and apply, to all Lands and Hereditaments situated in the said Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, and in the said Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, which shall be hereafter purchased or taken in exchange under the Powers of this Act, and shall be settled and assured to the Uses, upon the Trusts, and with the Powers and Provisoes to and upon and with which the Lands and Hereditaments to be purchased or taken in exchange under the Powers of this Act are herein-before directed to be settled and assured.

Powers of 7 & 8 Vict. c.21. applied to acquired Lands.

XXVI. And be it enacted, That in case the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or either of them, or any future Trustee or Trustees to be appointed in the Place of the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or either

Power of appointing new Trustees.

either of them, as herein-after mentioned, shall happen to die, or be desirous to be discharged from or refuse or decline or become incapable to act in the Execution of the Trusts by this Act reposed in them respectively, before the same shall have been fully satisfied and performed, then, and so often as the same shall happen, it shall and may be lawful for the High Court of Chancery, in a summary Way, on a Petition to be preferred by the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place of the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or either of them, or of any Trustee or Trustees to be appointed by the said Court under this Power, who shall so die, or be desirous to be discharged, or refuse, decline, or become incapable to act as aforesaid; and when and so often as any such new Trustee or Trustees shall be nominated as aforesaid all such Monies and Premises as may be then subject to the Trusts shall thereupon with all convenient Speed be assigned and transferred respectively in such Sort and Manner and so that the same may be legally and effectually vested in the newly appointed Trustee or Trustees jointly with the continuing Trustee or Trustees of the same Premises, or in case there shall be no continuing Trustee or Trustees of the said Trust Premises, then in such newly appointed Trustee or Trustees only, upon the several Trusts and to and for the several Intents and Purposes by this Act declared of and concerning the same Trust Premises; and every such new Trustee shall and may in all things act and assist in the Management, carrying on, and Execution of the Trusts and Powers hereby reposed in the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, as fully and effectually and with all such and the same Authorities and Discretions as are by this Act reposed in the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, and as the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, or the Survivor of them, might or could have done by virtue of this Act: Provided always, that the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, and the Trustees to be appointed by the said Court of Chancery as aforesaid, shall not be answerable the one for the other of them, nor for the signing Receipts for the sake of Conformity, nor for any involuntary Losses; and that it shall be lawful for them to reimburse themselves and to allow to their Co-trustees respectively their Costs, Charges, and Expenses in discharging the Trusts by this Act reposed in them respectively.

This Act not to prejudice Powers of Indenture of 5th April 1814, or of Sir John Ramsden's Will.

XXVII. Provided always, and be it enacted, That nothing in this Act contained shall in anywise defeat or prejudice the Powers of granting Leases, and of selling and exchanging, or any other Powers respectively contained in the said recited Indenture of Release, or in the said Will of the said Sir *John Ramsden*, but the Powers of granting Leases and other Powers contained in the said Indenture, and also the Powers of granting Leases, and of selling and exchanging, and other Powers contained in the said Will, as and when by virtue of the Devise of the Reversion of the said *Ramsden* Settled Estates contained in the said



said Will, or of any Conveyance or Assurance to be made in pursuance of the Directions of such Will, herein-before mentioned, they shall become applicable to or capable of being exercised in respect of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, shall subsist and take effect and shall and may be hereafter exercised in all respects as fully and effectually as if this Act had not been passed.

XXVIII. Provided always, and be it enacted, That, notwithstanding the Existence or Exercise of the Powers of Allotment of Land and selling and exchanging, and other the Powers and Authorities in this Act contained, the Conveyance and Assurance or Settlement by the said Sir *John William Ramsden*, or the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, as the Case may be respectively, of such of the Hereditaments mentioned in the Schedule (A.) to this Act as shall not have been allotted or sold or exchanged under the Powers of this Act, and also of the Hereditaments which may have been purchased or taken in exchange under the Powers of this Act, subject to any Leases or Contracts for Leases and other Acts and Contracts affecting the same Hereditaments respectively made, done, and entered into under the Powers and Authorities of this Act, and of the Monies, if any, which may have arisen under the Powers of Sale and Exchange herein contained, and which shall remain applicable to the Purchase of other Lands under the Provisions herein-before contained, to the Uses of the said *Ramsden* Devised Estates, according to the Condition and Directions contained in the said Will of the said Sir *John Ramsden* as herein-before mentioned, as varied by the Powers and Provisions of this Act, shall be deemed to be a Performance of and Compliance with such Condition and Directions, so far as the same relate to such of the Hereditaments comprised in the said Indenture as are mentioned and comprised in the Schedule (A.) to this Act.

Settlement to the Uses of the Devised Estates to be deemed Compliance with the Directions of Sir John Ramsden's Will.

XXIX. And be it enacted, That it shall be lawful for the High Court of Chancery, from Time to Time, upon Petition to be presented in a summary Way by the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, or the Survivors or Survivor of them, to make such Order as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all Costs, Charges, and Expenses which have been or shall be incurred in applying for and obtaining and passing this Act, or preparatory thereto; and that for the Purpose of paying and discharging the said Costs, Charges, and Expenses, when so allowed, taxed, or settled, or so much thereof as shall not have been paid or discharged under the Powers and Provisions herein-before contained, it shall be lawful for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, to borrow and take up at Interest any Sum or Sums of Money, not exceeding the Amount of such Costs, Charges, and Expenses as the same shall be so taxed and settled, or so much thereof as shall not have been paid or discharged as aforesaid, and to give Receipts in Writing for the Money to be so borrowed or taken up at Interest, which shall be effectual Discharges for the same, and shall exonerate the Persons taking such Receipts from seeing to the

Expenses of Act.

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Application.

Application of the Money in such Receipts expressed to be received, and from inquiring as to the Amount which ought to be borrowed or taken up at Interest or secured as aforesaid, and as a Security for the Money so to be borrowed, by any Deed or Deeds to grant and demise by way of Mortgage all or any of the Lands and Hereditaments mentioned in the Schedule (A.) to this Act, and herein mentioned or referred to as the *Ramsden* Settled Estates, to any Person or Persons or Body or Bodies Corporate who shall be willing to lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term of Years on Repayment of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Deed or Deeds respectively appointed and specified.

General Saving of Rights.

XXX. Saving always unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except to the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Thomas Earl of Zetland*, *George Lane Fox*, *Robert Pemberton Milnes*, *George John Serjeantson*, Lord Viscount *Milton*, *Edward William Harvey Lord Hawke*, Sir *John William Ramsden*, and the Heirs of his Body, and the First and other Sons of the said Sir *John William Ramsden*, and the Heirs Male of their respective Bodies, *William Ramsden*; and the Heirs of his Body, and the First and other Sons of the said *William Ramsden*, and the Heirs Male of their respective Bodies, *Henry James Ramsden*, and the Heirs of his Body, *Frederic Henry Ramsden*, and the First and other Sons of the said *Frederic Henry Ramsden*, and the Heirs Male of their respective Bodies, *John Charles Francis Ramsden*, and the First and other Sons of the said *John Charles Francis Ramsden*, and the Heirs Male of their respective Bodies, *Henry James Ramsden* the younger, and the Heirs Male of his Body, and the First and other Sons of the said *Henry James Ramsden*, and the Heirs Male of their respective Bodies, and the Fourth and every other younger Son of the said *Henry James Ramsden* the elder, and the Heirs Male of their respective Bodies, *Charles Ramsden*, and the Heirs of his Body, and the First and every other Son of the said *Charles Ramsden*, and the Heirs Male of their respective Bodies, Lord *George Quin* and *Louisa Mary Isabella* his Wife, and the Heirs of the Body of the said *Louisa Mary Isabella Quin*, and the First and other Sons of the said *Louisa Mary Isabella Quin*, and the Heirs Male of their respective Bodies, Lord *Charles Paulet*, *Charles William Paulet*, and the First and other Sons of the said *Charles William Paulet*, and the Heirs Male of their respective Bodies, *Frederic John Paulet*, and the Heirs Male of his Body, and *Cecil Henry Paulet*, and the Heirs Male of his Body, *Frances Lady Muncaster*, and the Heirs of her Body, *Gamel Augustus Lord Muncaster*, and the First and other Sons of the said *Gamel Augustus Lord Muncaster*, and the Heirs Male of their respective Bodies, *Joscelyn Francis de Pennington*, and the First and other Sons of the said  
*Joscelyn*

*Joscelyn Francis de Pennington*, and the Heirs Male of their respective Bodies, *Alan Joseph de Pennington*, and the First and other Sons of the said *Alan Joseph de Pennington*, and the Heirs Male of their respective Bodies, and the Fourth and every other younger Son of the said *Frances Lady Muncaster*, and the Heirs Male of their respective Bodies, *Edward Horsman* and *Charlotte Louisa* his Wife, and the Heirs of the Body of the said *Charlotte Louisa Horsman*, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim, at Law or in Equity, under or by virtue of the said Will of the said Sir *John Ramsden*, subsequently to the Estate by such Will limited to the said *Charlotte Louisa Horsman* and the Heirs of her Body), all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever, at Law and in Equity, of, in, to, out of, and upon the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act and in the Schedule (B.) to this Act respectively, as they had before the passing of this Act, or could or might have had in case this Act had not been passed.

XXXI. And be it enacted, That this Act 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.

SCHEDULES to which this Act refers.

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SCHEDULE (A.)

The Lands in the Parishes of Almondbury, Kirkheaton, and Huddersfield subject to the Uses of the Settlement of the Fifth of April One thousand eight hundred and fourteen.

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SCHEDULE (B.)

The Lands in the Townships of Huddersfield, Lockwood, Honley, Dalton, and Almondbury specified in the Schedule (A.) to the Act of the Eighth Victoria.

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LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1848.