



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 15.

An Act to authorize the granting of Building Leases for Ninety-nine Years of Parts of the Trust Estates of the Will of the late *Charles Robert Blundell* Esquire, situate in the Parishes of *Sefton*, *Walton on the Hill*, and *North Meols*, in the County of *Lancaster*, and to lease waste Lands and Coal and other Mines, and to exchange certain detached and intermixed Lands, other Parts of the said Trust Estates. [31st August 1848.]

WHEREAS *Charles Robert Blundell*, late of *Ince Blundell* in the County of *Lancaster*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and thirty-four, executed and attested as by Law was then required for rendering valid Devises of Freehold Estates, and thereby, amongst other things, gave and devised, and, in pursuance of any and every Power or Authority in him vested or enabling him in that Behalf, did limit and appoint, unto the Trustees and Executors therein-after named of that his Will, their Heirs and Assigns, all that his Manor or Lordship of *Ince* otherwise *Ince Blundell* in the County of *Lancaster*,

Will of
Charles
Robert
Blundell,
Esq., dated
28th Nov.
1834.

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caster,

caster, and all that his Manor House or Capital Messuage called or known by the Name of *Ince Blundell* or *Ince Blundell Hall*, and the Demesne and other Lands thereto belonging, and also all those his Manors or Lordships of *Formby*, *Ainsdale*, *Birkdale*, *Lydiate*, *Eggregaith*, *Melling*, *Cunscough*, and *Ranikers*, with their respective Appurtenances, in the County of *Lancaster*, and all and every his Houses, Lands, Tenements, and Hereditaments whatsoever in *Ince* otherwise *Ince Blundell*, *Formby*, *Ainsdale*, *Birkdale*, and *Halsall*, *Little Crosby*, *Lydiate*, *Eggregaith*, *Melling*, *Cunscough*, *Ranikers*, *Preston*, *Broughton*, and *Chipping*, and all and singular other his Manors, Messuages, Lands, Tenements, and Hereditaments, and all and singular his Real Estate whatsoever and wheresoever, (except the Hereditaments therein-after specifically devised,) of or to which he the said *Charles Robert Blundell*, or any Person or Persons in trust for him, was or were seised or entitled, for any Estate of Freehold or Inheritance, in possession, reversion, remainder, or expectancy, or of which he had any Power of Disposition or Appointment, (including all Estates vested in him upon trust or by way of Mortgage,) and their respective Rights, Members, and Appurtenances, and including his Copyhold Estates, and all Rents and Franchises whatsoever relating to any of the said Manors, Lands, and Hereditaments, to hold the same Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates and Premises unto and to the Use of his said Trustees and Executors, their Heirs and Assigns, for ever, nevertheless, as to such Trust and Mortgage Estates, subject to the subsisting Trusts and Equity or Right of Redemption thereof, and so that all Monies coming to him the said *Charles Robert Blundell* thereon might form Part of his Personal Estate, and as to all the other Hereditaments and Real Estates and Premises therein-before devised and appointed, upon the Trusts, and for the Intents and Purposes, and with and subject to the Powers, Provisoos, and Declarations therein-after expressed and declared of and concerning the same, that was to say, upon trust to permit and suffer the Second Son of *Edward Weld* of *Lulworth* in the County of *Dorset*, Esquire, to occupy and enjoy the same, and to take to his own Use the Rents and Profits thereof, for and during his natural Life, without Impeachment of Waste, and from and after his Decease then upon trust for the First and every other Son of the said Second Son of the said *Edward Weld*, severally, successively, and in remainder one after another according to the Priority of their respective Births, and the Heirs Male of the Body and respective Bodies of every such Son, and for default of such Issue upon trust for the Third and every other Son and Sons (except the eldest) of the said *Edward Weld*, severally, successively, and in remainder one after another according to the Priority of their respective Births, and for the Male Issue of each such Son in Tail Male, but in as strict Settlement on each such Son and his respective Male Issue in Tail Male as the Rules of Law or Equity would allow; and for default of such Issue upon the further Trusts therein mentioned; and the said Testator thereby declared it to be his Will and Mind, that every Person for the Time being beneficially entitled to the actual Possession of his said Real Estates under the Trusts aforesaid should reside in and occupy his said Mansion called *Ince Hall*, and the Demesnes occupied therewith, and keep the same, with all the
Gardens,

Gardens, Hothouses, Buildings, and Appurtenances, in good Repair and Condition, and should also, before or immediately on coming into the Possession or to the Receipt of the Rents and Profits of his said Real Estates, or if then under Age within One Year after he should respectively attain the Age of Twenty-one Years, and thenceforth, use in all Deeds and Writings whereto or wherein he should be a Party respectively, and upon all other Occasions, the Surname of *Blundell*, in addition to his Family Name, and quarter the Arms of *Blundell* with his own Family Arms, and within the Space of One Year apply for and endeavour to obtain a proper Licence from the Crown or an Act of Parliament to enable and authorize him to take, use, and bear the Surname of "*Blundell*;" and the said Testator did thereby declare, that it should be lawful for the respective Person and Persons who should from Time be or become entitled to the Possession or to the Receipt of the Rents and Profits of his said Manors, Lands, and Hereditaments, under the Trusts of that his Will, as Tenant for Life in possession, to charge the same, either by any Deed or Deeds, Settlement or Settlements, or other Instrument, or by his last Will and Testament in Writing, or any Codicil thereto, with the Payment to or in trust for any Woman or Women whom he or they might marry of any annual Sum or Sums, Rent or Rents Charges, not exceeding Eight hundred Pounds *per Annum*, and with Powers and Remedies by Distress and Entry, and such Term or Terms of Years for securing the same as should be thought prudent or necessary for the same, and also by Deed or Will to charge the said Manors, Lands, and Hereditaments, or any Part or Parts thereof, with the Payment of any gross Sum or Sums of Money not exceeding in the whole Twenty thousand Pounds, as and for the Portion of the Daughter or Daughters, and, if any, the younger Son or Sons of such respective Tenant for Life, to be paid at such Time or Times, not later than Twenty-one Years after the Death of such Tenant for Life, and with Interest after the Rate of Four Pounds *per Cent. per Annum* in the meantime, as such Tenant or Tenants so charging the same should by Deed or Will direct; and the said Testator directed the Trustee or Trustees for the Time being of his Real Estate, at the Request of such Person or Persons, to make or execute any proper Deed or Deeds, Assurance or Assurances, for giving Effect to such Jointure Rent-charge and Portions for younger Children as aforesaid, with all proper Remedies for obtaining and compelling Payment thereof; and the said Testator declared, that it should be lawful for the Person who should for the Time being be Tenant for Life in possession under the Trusts or Limitation therein-before contained, and for the said Trustees or Trustee for the Time being of that his Will, during the Minority or respective Minorities of any Person or Persons entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments, from Time to Time to demise and lease all or any Part or Parts of the said Hereditaments herein-before demised to any Person or Persons for any Term not exceeding Twenty-one Years, in possession, and not in reversion, upon the Terms and Conditions therein in that Behalf particularly mentioned; and the said Testator directed the Payment of his Debts, Funeral Expenses, and the Charges of Probate of his said Will to be made out of his Personal Estate, and, if necessary, he charged also his Real Estate

Decrees of
the Court of
Chancery
and House
of Lords
dated 30th
March 1841
and 30th
Jan. 1843.

Estate therewith; and the said Testator appointed Sir *John Gladstone* of *Fasque* in *North Britain*, Baronet, (then *John Gladstone* Esquire,) and *Robert Gladstone* of *Liverpool*, Merchant, and the Reverend *Thomas Robinson* of *Seel Street, Liverpool*, Trustees and Executors of that his Will: And whereas the said Testator *Charles Robert Blundell* died on or about the Thirtieth Day of *October* One thousand eight hundred and thirty-seven, without having revoked or altered his said Will, which on or about the Eighteenth Day of *December* in the Year One thousand eight hundred and forty was duly proved by the said Sir *John Gladstone*, as the surviving Executor thereof, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the Personal Estate of the said Testator not specifically bequeathed was more than sufficient to pay all his Debts, Funeral and Testamentary Expenses: And whereas *Thomas Weld Blundell* of *Ince Blundell* aforesaid, Esquire, is the Second Son of *Joseph Weld* of *Lulworth* in the County of *Dorset*, Esquire: And whereas in a Suit instituted by the said *Thomas Weld Blundell* in the High Court of Chancery, for the Purpose of having the Construction of the said Will determined, and particularly for determining whether, regard being had to the Words of the said Will and other Circumstances, the said *Thomas Weld Blundell* was the Devisee meant by the said Description in the said Will of "the Second Son of *Edward Weld* of *Lulworth* in the County of *Dorset*, Esquire," in which Suit the said *Thomas Weld Blundell* was Plaintiff, and *Thomas Lord Camoys* and *Elizabeth Tempest*, and other necessary and proper Parties, were Defendants, and by a Decree of the Right Honourable the Vice Chancellor of *England* in the said Suit, dated on or about the Thirtieth Day of *March* One thousand eight hundred and forty-one, it was in effect declared and decreed that the said *Thomas Weld Blundell* was the Devisee meant by the Description in the said Will of "the Second Son of *Edward Weld* of *Lulworth* in the County of *Dorset*, Esquire," and was beneficially entitled, as Tenant for Life in possession, to the Real Estates devised by the said Will to the said Sir *John Gladstone*, *Robert Gladstone*, and *Thomas Robinson*, upon the Trusts thereof, except such as were specifically devised to any other Person or Persons, and was beneficially entitled in reversion for his Life to the Houses and Gardens by the said Will devised to *William Hall* and *John Massam* respectively for the Lives in the said Will mentioned, and the said Decree was, upon Appeal, confirmed by the Right Honourable the Lord High Chancellor, by his Decree, dated on or about the Thirteenth Day of *January* One thousand eight hundred and forty-three, and was on further Appeal (which, on the Death of the said *Elizabeth Tempest*, was, by Order, duly revived in the Name of Sir *Charles Robert Tempest*,) confirmed by a Decree of the House of Lords, dated the Twenty-seventh Day of *July* One thousand eight hundred and forty-eight: And whereas the said *Thomas Weld Blundell* hath resided at the said Testator's Mansion called *Ince Hall*, in pursuance of the Direction in that Behalf contained in the said Testator's Will: And whereas the said *Thomas Weld Blundell*, within the Time in that Behalf prescribed by the said Testator, duly applied for the Licence of Her Majesty the Queen to authorize him the said *Thomas Weld Blundell* to take and use the Surname and Arms of *Blundell*, in the Manner in that Behalf prescribed by the said Will, and hath ever since

since used such Name and borne such Arms accordingly: And Indenture
 whereas by an Indenture bearing Date on or about the Fourth Day of dated 4th
November One thousand eight hundred and thirty-nine, and made or Nov. 1839.
 expressed to be made between the said *Thomas Weld Blundell* of the
 First Part, *Teresa Weld Blundell*, by her then Name of *Teresa*
Vaughan, of the Second Part, *John Francis Vaughan* of *Court*
Field in the County of *Monmouth*, Esquire, and *Edward Joseph*
Weld of *Lulworth Castle* in the County of *Dorset*, Esquire, of the
 Third Part, in consideration of the Marriage then intended and after-
 wards solemnized between the said *Thomas Weld Blundell* and *Teresa*
Weld Blundell, and in exercise of the said Power for that Purpose
 contained in the said recited Will of the said *Charles Robert Blundell*,
 the said *Thomas Weld Blundell* did by the Indenture now in recital
 limit and appoint unto the said *Teresa Weld Blundell*, as and for her
 Jointure in case she should survive the said *Thomas Weld Blundell*,
 One Annuity or yearly Rent-charge of Eight hundred Pounds, to be
 issuing and payable out of the said Lands and Hereditaments so
 devised in trust by the said Will of the said *Charles Robert Blundell*
 as aforesaid, attended with Powers of Distress and Entry, as in the
 said Indenture contained, for the better securing the Payment of the
 same; and by the said Indenture now in recital the said *Thomas*
Weld Blundell did, in exercise of the said Power in that Behalf con-
 tained in the said recited Will of the said *Charles Robert Blundell*,
 limit and appoint unto the said *John Francis Vaughan* and *Edward*
Joseph Weld all and every the Manors and other Hereditaments
 therein-before charged with the said Jointure, in case the said *Teresa*
Weld Blundell should survive the said *Thomas Weld Blundell*, for a
 Term of Two hundred Years, to be computed from the Decease of
 the said *Thomas Weld Blundell*, upon the Trusts therein mentioned
 for better securing the Payment of the said Jointure; and by the said
 Indenture now in recital the said *Thomas Weld Blundell* did, in
 exercise of the Power in that Behalf contained in the said recited
 Will of the said *Charles Robert Blundell*, charge all and singular the
 Manors and other Hereditaments so devised in trust as aforesaid with
 the Payment, after the Decease of the said *Thomas Weld Blundell*, of
 the gross Sum of Twenty thousand Pounds as and for the Portions of
 the Daughter or Daughters, and (if any) of the younger Son or Sons
 of the said *Thomas Weld Blundell* by the said *Teresa* his Wife: And
 whereas the said *Thomas Weld Blundell* has no younger Son, but has
 several Daughters, namely, *Mary Elizabeth Frances Weld Blundell*,
Teresa Mary Ann Weld Blundell, and *Alice Mary Weld Blundell*,
 all of whom are Infants and unmarried: And whereas by an Inden- Indenture
 ture of Statutory Release and of Assignment, dated on or about the dated 4th
 Fourth Day of *July* One thousand eight hundred and forty-three, and July 1843.
 made or expressed to be made between the said Sir *John Gladstone* of
 the First Part, *Edwin Wilkins Field* Gentleman of the Second Part,
 and the said Sir *John Gladstone*, and *Robertson Gladstone* Merchant,
 and *John Neilson Gladstone* Esquire, of the Third Part, the said
Robertson Gladstone and *John Neilson Gladstone* were, in pursuance
 of a Power for that Purpose contained in the said recited Will, and
 with the Approbation of the said Court of Chancery, testified as
 therein mentioned, duly appointed Trustees of the said Will, and of
 the Estates thereby devised and bequeathed, upon the Trusts therein
 mentioned,

[Private.]

mentioned, to act jointly with the said Sir *John Gladstone* in the Place of the said *Robert Gladstone* and *Thomas Robinson* deceased; and by the said Indenture now in recital all and singular the Manors, Tithes, Messuages, Lands, Hereditaments, and Real Estate, including any Hereditaments and Real Estate held for any Life or Lives, and also including the Hereditaments and Real Estate held by the said Sir *John Gladstone* in trust or by way of Mortgage, which by the said Will of the said Testator *Charles Robert Blundell* were devised unto and to the Use of the said Sir *John Gladstone*, *Robert Gladstone*, and *Thomas Robinson*, their Heirs and Assigns, with their and every of their Rights, Members, and Appurtenances, were by the said Sir *John Gladstone* conveyed and assured to the Use of the said Sir *John Gladstone*, *Robertson Gladstone*, and *John Neilson Gladstone*, their Heirs and Assigns, for ever, as to all the said Manors and other Hereditaments, except such of them as were held by the said *Charles Robert Blundell* in trust or by way of Mortgage, upon the Trusts, and for the Ends, Intents, and Purposes, and under and subject to the Powers, Provisoos, and Declarations by the said Will of the said *Charles Robert Blundell* expressed, declared, and contained of and concerning the same, or such and so many of them as were then subsisting undetermined and capable of taking effect, and as to the said Hereditaments and Real Estate which were held by the said *Charles Robert Blundell* in trust or by way of Mortgage, upon the Trusts and subject to the Equity of Redemption upon and subject to which the same were devised by the said Will; and by virtue of the Indenture now in recital, and of an Indenture indorsed thereupon, all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, if any, of which the said Testator *Charles Robert Blundell* was possessed for any Term or Number of Years, with the Appurtenances, and also all the Household Furniture, Linen, China, Glass, Carriages, Busts, Casts, Statues, Pictures, Paintings, Models, Drawings, Coins, Medals, Cameos, Intaglios, and other Articles of Vertu bequeathed by the said Will as Heirlooms, have been assigned to and become vested in the said Sir *John Gladstone*, *Robertson Gladstone*, and *John Neilson Gladstone*, upon the Trusts in and by the said Will declared of the same respectively: And whereas the said *Thomas Weld Blundell* has One Son and no more, namely, *Charles Joseph Weld Blundell*, who is now an Infant and a Bachelor, and the said *Thomas Weld Blundell* has had no Son who has died leaving Male Issue: And whereas the said *Joseph Weld* of *Lulworth* had living at the Death of the said Testator Two other Sons and no more, besides the said *Thomas Weld Blundell*, namely, the said *Edward Joseph Weld* his eldest Son, and *Joseph Weld* the younger: And whereas the said *Joseph Weld* the younger has attained the Age of Twenty-one Years: And whereas Part of the Hereditaments comprised in the First Schedule to this Act, together with other Hereditaments, Part of the Estates so devised in trust as aforesaid, are subject to a Mortgage in Fee Simple for securing to *Anna Maria Tempest* of the *Grange* in the County of *York*, Spinster, the Sum of Eleven thousand six hundred and seventy-four Pounds Eighteen Shillings and Five-pence Sterling, and Interest thereon at the Rate of Four Pounds *per Cent. per Annum*, which Mortgage bears Date the Sixteenth Day of *July* One thousand eight hundred and forty-four, and was
made

made in pursuance of an Order of the High Court of Chancery, for raising and paying Costs, Charges, and Expenses in relation to the said Suit: And whereas an Act of Parliament, intituled in short "The *Liverpool, Crosby, and Southport Railway Act, 1847*," was passed in the Eleventh Year of the Reign of Her present Majesty Queen *Victoria*, to authorize and empower certain Persons therein named to construct a Railway to run from the *Liverpool and Bury Railway* near *Liverpool* in the County of *Lancaster*, through *Crosby*, to the Town of *Southport* in the same County, and such Line of Railway will run skirting the Sea Shore from *Great and Little Crosby*, through *Ince Blundell, Formby, Ainsdale, and Birkdale*, to the Town of *Southport* in the same County: And whereas the said Railway will pass through such Parts of the Estate held upon the Trusts of the said Will as are situate in the Parishes of *Sefton, Walton on the Hill, and North Meols*, which, or Portions of which, immediately skirt upon or are adjacent to the Sea Shore, and from the Situation thereof along the Sea Shore, and the Proximity thereof to the said Line of Railway, the same, and some Lands in the Parish of *Halsall*, other Part of the said Trust Estates, are particularly eligible for the Purposes of building, and it would be very beneficial to the said *Thomas Weld Blundell*, and the several other Persons beneficially interested or to become beneficially interested therein under the Trusts of the said Will of the said *Charles Robert Blundell*, if Power were given to grant Leases for Terms not exceeding Ninety-nine Years of all or any Part of the Lands and Hereditaments mentioned and comprised in the First Schedule to this Act, being Parts of the said Trust Estates which are situate in the aforesaid Parishes of *Sefton, Walton on the Hill, and North Meols*, and are adjacent to the Sea Shore in the same Parishes respectively, and also in the said Parish of *Halsall*, for the Purposes of building on, or other Purposes of general Improvement connected with building, at and under an adequate yearly Rent, and with the usual Provisions and Restrictions: And whereas the Lands or Grounds comprised in the Fourth Schedule to this Act (being Part of the said Trust Estates) consist of considerable Tracts of waste Land, amounting to Three thousand four hundred and seventy Acres and upwards, remaining at present unimproved and uncultivated, and it would be greatly for the Advantage of the said *Thomas Weld Blundell*, and the several other Persons beneficially interested or to become beneficially interested therein under the Trusts of the said Will of the said *Charles Robert Blundell*, if Power were given to grant Leases of the same Lands or Grounds for any Term or Number of Years not exceeding in the whole Fifty Years, for promoting the Improvement of the said Tracts of waste Land for agricultural and other Purposes, under and subject to adequate and proper Rents, Reservations, Exceptions, Restrictions, and Covenants: And whereas it would be greatly for the Benefit of the said *Thomas Weld Blundell*, and other the Persons beneficially interested or to become beneficially interested under the Trusts of the said Will of the said *Charles Robert Blundell*, if Power were given to grant long Leases of the Coal Mines and Seams of Coal, and other Mines, Minerals, or Quarries opened, found, or discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered, in, under, or upon any of the Lands or Hereditaments mentioned and comprised in the

Second

Second Schedule to this Act, being Part of the said Trust Estates, with the usual and proper Provisions and Restrictions: And whereas some Part of the Lands and Hereditaments mentioned and comprised in the Third Schedule to this Act are detached from and lie at a considerable Distance from the main Portion of the said Trust Estates of the said *Charles Robert Blundell*, and are consequently inconvenient to be held and enjoyed therewith, and other Parts of the Lands comprised in the said Third Schedule lie intermixed and dispersedly with other Lands forming no Part of the said Trust Estates, and it would be greatly for the Advantage of the said *Thomas Weld Blundell*, and the several other Persons beneficially interested or to become beneficially interested therein under the Trusts of the said Will of the said *Charles Robert Blundell*, if Power were given to exchange such detached outlying and intermixed Lands for other Lands and Hereditaments adjoining or lying nearer to the main Portion of the said Trust Estates, and to settle the Lands and Hereditaments so to be taken in exchange upon Trusts corresponding with those to which the Lands and Hereditaments so to be exchanged are subject: And whereas the several Objects and Purposes herein-before referred to cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Weld Blundell* (on behalf of himself and his said infant Son and Daughters), the said *Teresa Weld Blundell* the Wife of the said *Thomas Weld Blundell*, and the said *John Francis Vaughan* and *Edward Joseph Weld*, as such Trustees of the Jointure of the said *Teresa Weld Blundell* as aforesaid, and the said *Joseph Weld* the younger, 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 immediately after the passing of this Act it shall and may be lawful for the said *Thomas Weld Blundell* during his Life, and after his Death, and until the First Estate Tail in the said Lands and Hereditaments comprised in the said First Schedule to this Act, or such of them as shall not have been exchanged away under the Powers of this Act, shall be effectually barred, for the Person who for the Time being and from Time to Time shall under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority for his Guardian or Guardians for the Time being, from Time to Time to demise or lease, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, all or any Part or Parts of the Lands and Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the same Lands and Hereditaments, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Buildings, in lieu or stead thereof or in addition thereto, or otherwise, on any Part of the said Lands and

Power to authorize the granting of Building Leases for Ninety-nine Years of the Premises comprised in the First Schedule.

and Hereditaments mentioned and comprised in the said First Schedule to this Act, or who shall be willing to annex any of the said Lands and Hereditaments for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands and Hereditaments or any Part thereof, or who shall be willing to erect, construct, or make, upon or within any Part or Parts of the said Lands or Hereditaments, any Staiths, Piers, Jetties, Terraces, or Esplanades, or to build any Sea Wall, Buttresses, or other Defences for the Protection and Support of any Terraces or Esplanades, or who shall be willing otherwise to improve the said Lands and Hereditaments or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of any Buildings or Works standing or being upon or within the Lands and Hereditaments in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, Terraces, Esplanades, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, Terraces, Esplanades, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, or any other Part which shall not have been exchanged away as aforesaid, or leased, of the said Lands and Hereditaments comprised in the First Schedule of this Act, or (so far as any Reservation in any Lease which shall have been previously made of any Part of the said Lands and Hereditaments comprised in such First Schedule will authorize) any Part which shall have been leased of the said Lands or Hereditaments comprised in the First Schedule to this Act, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Hereditaments to be comprised in his, her, or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid; and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges, in, upon, through, over, or under the Lands or Hereditaments leased; and with

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or without any other Liberties, Privileges, or Reservations which shall be reasonable or are usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any other Part or Parts of the said Lands comprised in the said First Schedule to this Act; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Person or Persons making or granting any such Lease as to the Mode in which any other Part or Parts of the said Lands comprised in the said First Schedule to this Act shall be built upon, laid out, used, or improved; so as in every such Lease there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same; and so as the Rent or Rents to be reserved in any such Lease be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Term to be thereby granted such Buildings and Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn); and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Houses, Manufactories, Warehouses, Workshops, Erections, and Buildings erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire, to the Amount of Three Fourths at the least of the Value thereof, in some or one of the Offices for Insurance in *London, Westminster, or Liverpool*, and to lay out the Money to be received by virtue of such Insurance,

rance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, Warehouses, Workshops, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Manufactories, Warehouses, Workshops, Erections, Buildings, and Works to be erected and built, or improved, repaired, or constructed, on the Premises therein comprised, on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on any such Lease for Years as aforesaid (as the Case may be), his, her, or their Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period, to be therein specified, not exceeding One Year, and not paid within a further Period, to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant or One of the Tenants of the Premises to be comprised in the same Lease, or, if the Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period to be in such Lease specified, not exceeding Three Years next after such Fire or Accident shall happen, or, in case it shall be thought desirable, and shall be so provided in such Lease, on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in such Lease on the Part of the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, to be observed and performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Person or Persons for the Time being entitled to the Reversion expectant on any such Lease for Years as aforesaid to enter into and upon the Hereditaments comprised in such Lease; provided always, that no such Entry shall be made by any Person or Persons having a particular Estate or Interest in the Reversion expectant on any such Lease for Years as aforesaid without the Consent of the Person or Persons entitled to the First vested Estate of Inheritance in the same Reversion, unless such Person or Persons shall be a Minor or Minors, nor, if such Person or Persons shall be a Minor or Minors, without the previous Consent of his, her, or their Guardian or Guardians (such Consent to be expressed in the Notice to be given as aforesaid); and either with or without a Proviso, as to the Person or Persons making

All Leases
to contain a
Proviso for
Re-entry.

Proviso.

or

Counterpart
of Leases to
be executed.

or granting such Lease shall seem fit, that no Breach of any of the Covenants, Provisoos, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoos, or Conditions, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease for Years may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Persons or Person making or granting the same respectively; and so as that the respective Lessees execute Counterparts of their respective Leases: Provided always, that the first Payment of the Rent to be reserved in any Lease of any Part of the said Lands or Grounds comprised in the said First Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Certificate to
be Evidence
of Execution
of Counter-
part.

II. And be it further enacted, That the Certificate in Writing of the Person or Persons making or granting any Lease to be made under the Authority of this Act, acknowledging that he or they hath or have received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Leases may
be made on
Surrender
of former
Leases.

III. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons so for the Time being authorized to make such Leases as aforesaid to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act, or upon the Surrender of any Lease or Leases which shall or may have been granted pursuant to the Powers herein contained; and further, that in every such Case, in ascertaining the best or most improved yearly Rent of the Hereditaments to be leased, it shall be lawful to make any Allowance in respect of the Value (if any) of the Lease or Leases to be surrendered.

Ground may
be appro-
priated for
Yards, Gar-
dens, Streets,
&c., by
Grants or
Leases, or
by a general
Deed en-
rolled.

IV. Provided always, and be it further enacted, That it shall be lawful for the said *Thomas Weld Blundell* during his Life, and after his Death, and until the First Estate Tail in the said Lands and Hereditaments comprised in the said First Schedule to this Act shall be effectually barred, for the Person who for the Time being and from Time to Time shall under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if

if such Person shall be under the Age of Twenty-one Years then during his Minority for his Guardian or Guardians for the Time being, to lay out and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased as or for Markets, Crescents, or other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise, for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be made or granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and to be made with such Consent and Approbation as last aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Months from the Date of any such general Deed, and also by such Leases or general Deed or general Deeds respectively to give and grant such Liberties, Privileges, Easements, and Conveniences as such Persons or Person shall deem reasonable or convenient.

V. Provided always, and be it further enacted, That it shall be lawful for the said *Thomas Weld Blundell* during his Life, and after his Death, and until the First Estate Tail in the said Lands and Hereditaments comprised in the said First Schedule to this Act, or to such of them as shall not have been exchanged away under the Powers of this Act, shall have been effectually barred, for the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority for his Guardian or Guardians for the Time being, to enter into any Contract or Contracts in Writing for making or granting any Lease or Leases for Years of all or any Parts or Part of the Lands and Hereditaments of which he or they is or are herein-before authorized to make Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his or their Executors, Administrators, and Assigns, or to such other Person or Persons (to be approved by the Person or Persons for the Time being hereby authorized to make Leases as aforesaid) as he or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Lease shall bear a greater Proportion

Contracts may be entered into for granting Leases.

to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall or may be reserved in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land and Hereditaments thereby agreed to be leased, and that the Residue of such Lands and Hereditaments shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands and Hereditaments thereby agreed to be leased, either by a Surveyor or Surveyors or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases made or granted of a competent Part or Parts of the Lands and Hereditament thereby agreed to be leased (to be determined on by a Surveyor or Surveyors or Referee or Referees, or otherwise,) the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn to agree to make or grant the same, either before or after the Land and Hereditaments to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years and a Half from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land and Hereditaments from Time to Time agreed to be leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Part or Parts of the Hereditaments so leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into
may

may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

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

Every Contract to contain a Clause of Re-entry.

VII. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to make or grant such Leases respectively as aforesaid afterwards to make or grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously made, granted, or entered into.

On Recovery of Possession under any Clause of Re-entry, fresh Grants, Leases, or Contracts, may be made.

VIII. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized to grant Leases by virtue of this Act from Time to Time to enter into any new Covenant or Covenants or Agreement or Agreements in relation to the Hereditaments so authorized to be leased by them or him respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be

New Agreements may be entered into with Persons having Contracts, &c.

After the Execution of any Grant or Lease, the Articles or Contract not to form any Part of the Evidence of Title.

be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed; Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it shall have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be made and granted; and after any Lease shall have been executed the Contract of such Lease shall not form any Part of the Evidence of the Title at Law or in Equity of any Person or Persons entitled to the Benefit of the same Lease.

Power to confirm defective Leases.

IX. And be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make or grant Leases as aforesaid, so far as relates to the Hereditaments of which such Persons or Person are or is hereby authorized to make or grant Leases as aforesaid, to confirm any Lease or Leases to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Lease or Leases shall be void or voidable.

Power to lease waste Lands.

X. And be it enacted, That it shall and may be lawful for the said *Thomas Weld Blundell* during his Life, and after his Death, and until the First Estate Tail in the said Lands and Hereditaments comprised in the said Fourth Schedule to this Act shall be effectually barred, for the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority for his Guardian or Guardians for the Time being, by any Indenture or Indentures, from Time to Time to demise or lease all or any Part or Parts of the Lands and Hereditaments particularly mentioned and described in the said Fourth Schedule to this Act, and with or without any Rights, Liberties, or Privileges in, over, out of, or upon the Hereditaments to be comprised in any such Leases respectively, or any other Part or Parts of the said Hereditaments

ments comprised in the said Fourth Schedule to this Act, which may be incident to or convenient to be held with the Lands or Grounds to be comprised in such respective Leases, or which to the Trustees or Trustee for the Time being authorized to make or grant such Leases shall seem reasonable or expedient, unto any Person or Persons, for any Term or Number of Years absolute, not exceeding Fifty Years, to take effect in possession, and not in reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that can or may 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 as there be contained in every such Demise or Lease a Clause in the Nature of a Condition of Re-entry for Nonpayment, within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be respectively reserved, and so as the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not, by any Clause or Words therein to be contained, made dispunishable for Waste, or exempted from Punishment for committing Waste.

XI. And be it further enacted, That from and immediately after the passing of this Act it shall and may be lawful for the said *Thomas Weld Blundell* during his Life, and after his Death, and until the First Estate Tail in the said Lands and Hereditaments comprised in the said Second Schedule to this Act shall be effectually barred, for the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty Years then during his Minority for his Guardian or Guardians for the Time being, by any Indenture or Indentures, from Time to Time to demise or lease all and every or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone, Clay, Marl, Sand, and Limestone and other Stone, Minerals, and Substances, found or discovered, or which shall or may at any Time or Times hereafter be found or discovered, in, under, or upon the said Lands and Hereditaments comprised in the said Second Schedule to this Act, or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, unto any Person or Persons, for any Term or Number of Years not exceeding Fifty Years as regards Quarries of Stone, Coal Mines, and Seams of Coal, and not exceeding Sixty Years as regards Ironstone and Coal accompanying the same or found therewith and other Minerals, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds and Strata of Coal, Ironstone,

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Power to
lease Mines.

stone, Clay, Marl, Sand, and Limestone and other Stone, Minerals and Substances, and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Gutters, Watergates, and Watercourses, and other subterraneous Works, in and under the said Lands and Grounds comprised in the said Second Schedule to this Act, and to erect, build, and construct such Steam Engines, Furnaces, Mills, or Gins, and other Machineries, and to use, occupy, maintain, and amend the same in such Manner as should be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or of future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Ironstone, Coal, Clay, Marl, Sand, Limestone and other Stone, Metals, Minerals, and Substances, forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe; or Stench from, forth, or out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Coal, Iron, and other Mines and Quarries; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room and Pit-room, for bringing to bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Ironstone, Coal, Clay, Marl, Sand, Limestone and other Stone, Minerals, with Rubbish and Substances, which shall from Time to Time proceed, or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, or their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggons, and Carriages, all the Ironstone, Coal, Clay, Marl, Sand, and Limestone and other Stone, Minerals, Earth, Rubbish, and Substances to be wrought, won, or gotten in, from, or out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways, or framed Waggonways, Weighing Machines, or other Machineries, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working, and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, and carrying away the said Ironstone, Coal, Clay, Marl, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and other Substances, and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggonways, Weighing Machines, and other Machineries, at his or their Will and Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, or Spar, for making and building such Houses and

other Buildings as aforesaid, and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Ironstone and other Minerals and Substances, and for the manufacturing and carrying away the same, or with such of the same Powers and Privileges as the Person or Persons making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created the best yearly Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same; and so that such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift for the same; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations, thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid by the Space of Twenty-one Days, or some other reasonable Time, to be therein specified; and so as the respective Lessee or Lessees also execute Counterparts of all such Demises or Leases as shall be made to them respectively, and enter into such Covenants and Agreements as the Person or Persons making such Demises or Leases respectively shall deem expedient for the working and managing the said Mines and Works, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable; and that it shall and may be lawful in and by any such Demise or Lease to reserve any annual Sum of Money by way of Mine Rent; and also, in case it shall appear, at the Expiration of any Year of the Term to be thereby granted, upon a Calculation of the Extent to which the working of Mines to be thereby demised shall then have actually proceeded, that the said Mines shall have been worked or gotten (the Extent of the working of the said several Mines, if more than One to be thereby granted, to be computed from any Average to be agreed upon, and to be therein specified,) out of or from any greater Quantity or Extent of the Surface of any Lands than such Quantity or Extent of Lands in the whole as shall be after a Rate and Proportion to be therein specified in superficial Measure for each and every Year of the said Term elapsed previously to the Time of making such Calculation as aforesaid, then and in every such Case (over and besides the yearly Sum by way of Mine Rent to be reserved as aforesaid) an additional Mine Rent for each and every Statute Acre in superficial Measure, and so in proportion for any less Quantity than a Statute Acre, of the Surface of any Lands out of or from which the said Mines shall have been so worked or gotten as aforesaid, over and above such Quantity or Extent in the whole of the said Lands as shall be after the Rate and Proportion so to be specified in superficial Measure, for each and every Year of the said Term previously to the Time of making such Calculations as aforesaid, the said additional Mine Rent to be payable upon such Day in
every

every Year of the said Term wherein such additional Mine Rent shall actually arise or accrue as shall be therein specified; with a Proviso that when and so often as any additional Mine Rent shall have become due at the Expiration of any Year of the Term to be thereby demised, in consequence of Minerals having been worked or gotten out of or from any surplus Quantity of any Lands exceeding the Quantity to be in that Behalf specified as aforesaid, for each and every Year of the said Term previously elapsed as aforesaid, and the same shall have actually been paid by the Lessee or Lessees, his or their Executors, Administrators, or Assigns, in pursuance of the Reservation aforesaid, then and thenceforth, and so often as the Case shall arise, the surplus Quantity of the said Lands in respect of which such additional Mine Rent shall have so arisen and been actually paid as aforesaid shall not in any future Calculation to be made at the Expiration of any subsequent Year of the said Term, for the Purpose of ascertaining whether any additional Mine Rent shall have again become due, be again brought into consideration, so as to render any further Mine Rent again payable for or in respect of the same; and generally that in and by such Demises or Leases respectively there shall and may be reserved or contained any other Reservations, Covenants, and Agreements, Provisoes or Stipulations whatsoever, which are usual in Leases granted of Mines in the said County of *Lancaster*, or which shall or may be deemed necessary or expedient for providing for the due working and Management of any Mines and Quarries so to be demised or leased, or any Works belonging thereto.

Rents or Royalties payable on Mining Leases to be in first instance paid to Trustees for making Exchanges, and to be applied as herein directed.

XII. Provided always, and be it further enacted, That the whole of the Rents or Royalties which shall be reserved or made payable in or by any Mining Lease to be granted in pursuance of the Power or Authority herein-before in that Behalf contained shall in the first instance be paid unto the Trustees or Trustee for the Time being authorized to make Exchanges under the Powers of this Act, and thereupon Three equal Fourth Parts of such Rents and Royalties, after allowing for the reasonable Costs and Charges of collecting and receiving the same, shall be paid over by such Trustees or Trustee to or for the Benefit of the Person for the Time being beneficially entitled to the Income of the said Trust Estates of the said *Charles Robert Blundell*, and the remaining One Fourth Part thereof shall be paid by such Trustees or Trustee into the Bank of *England*, in the Name and with the Privity of the Accountant General of Her Majesty's High Court of Chancery, to be placed to his Account there "*Ex parte* the outlying and intermixed Estates of *Charles Robert Blundell* Esquire, deceased," in like Manner, as far as may be, as is herein-after directed concerning the Monies to arise from any Exchange hereby authorized, and the Money which shall be so paid shall be invested and be applicable as if the same had been produced by an Exchange made under the Power to exchange herein-after contained; and all the Provisions herein-after contained in relation to Monies to be produced by Exchanges shall be applicable to the Monies herein-before directed to be paid into the Bank of *England* on account or in respect of the said remaining Fourth Part of the said Mining Rents or Royalties.

XIII. And

XIII. Provided always, and be it further enacted, That the Trustees or Trustee for the Time being to whom such Mining Rents or Royalties are herein-before directed to be in the first instance paid as aforesaid shall have all the same Powers and Remedies for the Recovery thereof, by Distress or otherwise, as such Trustees or Trustee might or could have had under the Mining Leases to be granted if such Leases had been granted by them or him as the legal Owners or Owner of the Premises comprised in and demised by such Leases respectively.

Trustees to whom Mining Rents to be paid in first instance to have same Powers and Remedies as legal Owners.

XIV. And be it further enacted, That it shall be lawful for *Joseph Weld* of *Lulworth Castle* in the County of *Dorset*, Esquire, and *Edward Joseph Weld* of *Tawstock Court* in the County of *Devon*, Esquire, and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time or Times, with the Consent and Approbation in Writing of the said *Thomas Weld Blundell* during his Life, and after his Death of the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority with the Consent and Approbation of his Guardian or Guardians for the Time being, to exchange all or any of the said Hereditaments and Premises mentioned and comprised in the said Third Schedule to this Act, with any Person or Persons whomsoever, for Freehold Manors, Messuages, Farms, and Tenements or Hereditaments of an Estate of Inheritance in Fee Simple in possession, situate conveniently to be held with the main Portion of the Trust Estates of the said *Charles Robert Blundell*, or for Copyhold or Customary Land, Tenements, or Hereditaments of an Estate of Inheritance in possession situate conveniently to be held as aforesaid, (such Copyhold Lands not exceeding in Value One Sixth Part of the Freehold Land to be taken in exchange,) with Power upon any Exchange to accept or give any Money for Equality of Exchange, and to rescind or vary any Contract for Exchange of the said Premises or any Part thereof, without being responsible for any Loss which may be occasioned thereby, and also with Power to make any such Exchange, under any special Condition or Conditions as to Title or otherwise as to the Person or Persons hereby authorized to make such Exchange shall seem expedient, and for the Purpose of effectuating any such Exchange to convey and assure the Hereditaments and Premises which shall be given in exchange, with the Appurtenances, unto and to the Use of the Person or Persons respectively taking the same in exchange, and his or their Heirs or Assigns, or to or for such other Uses, Intents, or Purposes as he or they shall direct or appoint in that Behalf, freed and absolutely acquitted, exempted, exonerated, and discharged of and from all and every the Estates, Trusts, Entails, Remainders, Conditions, Powers, Charges, Provisoos, and Declarations in and by the herein-before recited Will of the said *Charles Robert Blundell* expressed, declared, or contained of or concerning the same Premises respectively, save and except any Leases or Agreements for Leases of the said Lands or any of them, or any Part

Power to exchange intermixed Lands.

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No Exchange to be made except under the Direction of the Court of Chancery.

or Parts thereof, already made, or before any such Exchange or Exchanges as aforesaid to be made, pursuant to the Power in that Behalf contained in the said Will of the said *Charles Robert Blundell*: Provided nevertheless, that no Exchange shall be made under the Power herein-before contained, except with the Approbation and under the Direction of Her Majesty's High Court of Chancery, which Approbation and Direction the said Court is hereby authorized to give, upon Petition to be presented to the said Court, in a summary Way, at any Time or Times and from Time to Time, by the said *Thomas Weld Blundell* during his Life, and after his Death by the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority by his Guardian or Guardians for the Time being.

Monies produced by Exchange to be paid into the Bank.

XV. And be it further enacted, That all and every the Sum or Sums of Money which shall arise from any Exchange or Exchanges to be made in pursuance of this Act of the said Hereditaments comprised in the said Third Schedule to this Act shall be paid by the Person or Persons to or with whom such Exchange or Exchanges shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said High Court of Chancery, to be placed to his Account there "*Ex parte* the outlying and intermixed Estates of *Charles Robert Blundell* Esquire, deceased," 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.

Certain Monies paid into the Bank to be invested in the Purchase of Lands, to be settled upon same Trusts.

XVI. And be it further enacted, That as soon as may be after such respective Sums of Money shall have been paid into the Bank as aforesaid the same (after Payment of such Costs, Charges, and Expenses as are herein-after mentioned,) shall, upon Petition to be preferred to the said Court of Chancery in a summary Way by the said *Thomas Weld Blundell* during his Life, and after his Decease by the Person who for the Time being would be beneficially entitled in possession to the Receipt of the Rents and Profits of the Hereditaments to be taken in exchange by virtue of this Act, if the same were taken in exchange and settled as herein-after is mentioned, in case such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority by his Guardian or Guardians, be applied in Payment of the Money required for Equality of any future Exchange or Exchanges to be made in pursuance of this Act, or be laid out and invested, under the Direction of the said Court, in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in possession, situate conveniently to be held with the main Portion of the said Trust Estates of the said *Charles Robert Blundell*, or of Copyhold or Customary Lands; Tenements, or Hereditaments of an Estate of Inheritance in possession,

possession, conveniently situate to be held as aforesaid, such Copyhold Lands not exceeding in Value One Sixth Part of the Freehold Lands so to be purchased; and that all the Premises so to be purchased as aforesaid, and all the Premises which shall hereafter be taken in exchange in pursuance or by virtue of this Act, shall be respectively conveyed, settled, and assured, as nearly as the Nature and Quality thereof respectively and Circumstances will admit, to, upon, and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Conditions, to, upon, for, with, under, and subject to which if this Act had not been passed the Hereditaments which shall have been exchanged under or by virtue of this Act would at the Time of such Exchange or Exchanges have stood settled or been subject or liable, under or by virtue of the said Will of the said *Charles Robert Blundell*, or to, upon, for, with, under, and subject to such and so many of the same Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Conditions, as shall be then subsisting undetermined or capable of taking effect.

XVII. And be it further enacted, That all Sum or Sums of Money which shall be paid into the Bank of *England* in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of such Costs, Charges, and Expenses as are herein-after mentioned, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments as aforesaid, or applied for Equality of Exchange upon any Exchange made in pursuance of this Act, or of Costs, Charges, and Expenses, as herein-before mentioned, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively or from any other Bills to be purchased as next herein-after directed, when and as they shall be respectively paid off by Government, 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 Navy or Victualling or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General or Special Order or Orders (if necessary) that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the said Bills were paid off; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before directed, and until the same Navy or Victualling or Exchequer Bills shall, upon Petition to be

Application of Money produced by Exchange until invested in the Purchase of Lands, or applied for Equality of Exchange, &c.

be preferred to the said Court of Chancery in a summary Way by the said *Thomas Weld Blundell*, or the Person or Persons who would for the Time being be beneficially entitled to the Receipt of the Rents and Profits of the Hereditaments to be purchased or taken in exchange or settled as aforesaid, in case the same were so purchased or taken in exchange and settled, in case such Person shall be of the Age of Twenty-one Years, or if such Person shall be under the Age of Twenty-one Years then during his Minority by his Guardian or Guardians, be respectively ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, or Expenses as aforesaid, or for completing any such Purchase or Purchases, Exchange or Exchanges as aforesaid, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been beneficially entitled to receive the Rents and Profits of the Hereditaments directed to be purchased or taken in exchange in case the same had actually been purchased or taken in exchange in pursuance of this Act, or to the personal Representative or Representatives of such Person or Persons, as Part of his or their Personal Estate.

Certificate of Accountant General and Receipt of the Cashier of the Bank to be a sufficient Discharge.

XVIII. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of the Person or Persons with whom any such Exchange or Exchanges shall be made as aforesaid, of the Money given by him, her, or them for Equality of Exchange, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Person or Persons, and to his and their respective Heirs, Executors, Administrators, and Assigns, for the said Equality of Exchange Money, or as much thereof for which such Certificate or Certificates, Receipt or Receipts, shall be respectively so given; and after filing such Certificates and Receipts as aforesaid such Purchaser or Purchasers, Person or Persons, and his or their Heirs, Executors, Administrators, and Assigns, shall be and is and are hereby absolutely and for ever freed, acquitted, and discharged of and from the said respective Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such respective Monies or any Part thereof.

As to Payment of Costs of Exchange and Expenses of this Act.

XIX. Provided always, and be it further enacted, That the Costs, Charges, and Expenses which shall be incurred in relation to the Exchange or Exchanges hereby authorized or directed of the Hereditaments comprised in the said Third Schedule to this Act, and the Execution of the several other Trusts and Directions of this Act relating to the same Hereditaments, and the Monies to arise from the Sale or Exchange thereof, shall be borne and paid by and out of the first

first Monies which shall be paid into the Bank, with the Privity of the said Accountant General, to the Account herein-before mentioned; and that, subject to the Payment thereof as aforesaid, the Costs, Charges, and Expenses preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, shall in the first instance be borne and paid by and out of the Monies which shall be paid into the Bank as last aforesaid; and after answering and satisfying the Costs, Charges, and Expenses herein-before directed to be borne by and paid thereout, the Monies which shall have been so paid into the Bank as aforesaid shall bear and be liable to answer and satisfy all such Costs, Charges, and Expenses of carrying this Act and the Directions and Provisions hereof into execution as shall have been incurred before the same Monies shall have been laid out or expended for the Purposes of any Purchase or Exchange authorized by this Act.

XX. Provided always, and be it further enacted, That, notwithstanding any Directions in this Act contained as to the Application of the Monies to arise from any Exchange by this Act authorized to be made, it shall be lawful for the said High Court of Chancery, upon Petition to be preferred in a summary Way by the said *Thomas Weld Blundell* during his Life, and after his Decease by the Person who for the Time being shall be beneficially entitled to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, in case such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority by his Guardian or Guardians, to make such Order or Orders as the said Court shall think fit for the Application of any Part or Parts of the Monies to arise from any such Exchange in or towards the Satisfaction or Reduction of the Capital of any Mortgage Debt or Mortgage Debts to which the said Trust Estates of the said *Charles Robert Blundell*, or any Part or Parts thereof, shall or may for the Time being be subject or liable.

Power for the Court to direct Monies to arise by Exchange to be applied in Payment or Reduction of Mortgage Debts.

XXI. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as the said Court shall think fit for taxing, settling, and paying the Costs, Charges, and Expenses herein-before directed to be paid, in manner herein-before in that Behalf directed, and for taxing and paying the Costs of the several Applications to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing or applying such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, or for Equality of Exchange, as aforesaid, and settling the Hereditaments to be purchased and taken in exchange in pursuance of this Act according to the Directions herein-before contained, and otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the Court shall think fit for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies which shall arise from the said Exchanges of the said Lands and Hereditaments comprised in the said Third Schedule to this Act, and which shall be so paid into the Bank as

Court may make Orders for taxing Costs, &c.

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aforesaid,

aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased or received in exchange as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

Rents and Profits till Exchange to be applied as if Act had not been passed.

XXII. And be it further enacted, That in the meantime and until such Exchanges shall be made as aforesaid under or by virtue of this Act, the Trustees or Trustee for the Time being of the said Trust Estates of the said *Charles Robert Blundell* shall permit and suffer the Rents and Profits of the Lands and Hereditaments by this Act authorized to be exchanged, or of the unsold or unexchanged Part or Parts thereof for the Time being, to be had, received, and taken by the said *Thomas Weld Blundell*, or by such other Person as would respectively have been entitled thereto and ought to have received the same in case this Act had not been made.

In case of Death, or Resignation of Trusteeship, of Joseph Weld and Edward Joseph Weld, or of their Successors, Court of Chancery to appoint new Trustees.

XXIII. Provided always, and be it further enacted, That if the said *Joseph Weld* and *Edward Joseph Weld*, or either of them, or any future Trustees or Trustee who shall succeed or shall be appointed in the Stead or Place of them or either of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from or shall refuse or decline or become incapable to act in the Powers or Trusts hereby vested or reposed in them or him before the said Trusts or Powers shall be fully executed or performed, or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery in a summary Way, upon the Petition of the said *Thomas Weld Blundell* during his Life, and after his Death of the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *Charles Robert Blundell*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority of his Guardian or Guardians for the Time being, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid, and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, and vested in the said *Joseph Weld* and *Edward Joseph Weld*, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

General Saving.

XXIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *John Gladstone*, *Robertson Gladstone*, and *John Neilson Gladstone*, as such Trustees as aforesaid, the said *Thomas Weld Blundell*,

dell, the said *Charles Joseph Weld Blundell* the Son of the said *Thomas Weld Blundell*, and the Heirs Male of the Body of such Son, and all and every other the Son and Sons (if any) of the said *Thomas Weld Blundell*, and the Heirs Male of the Body and respective Bodies of such Son or Sons, the said *Teresa Weld Blundell* the Wife of the said *Thomas Weld Blundell*, and the said *Mary Elizabeth Frances Weld Blundell*, *Teresa Mary Ann Weld Blundell*, and *Alice Mary Weld Blundell*, the said Daughters of the said *Thomas Weld Blundell*, and all and every other the Daughter and Daughters and younger Son and younger Sons (if any) of the said *Thomas Weld Blundell*, the said *Joseph Weld* the younger, and his Issue Male, and all and every other Persons or Person claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said Lands and Hereditaments comprised in the said Schedule to this Act, and the other Trust Estates of the said *Charles Robert Blundell*, or any of them, or any Part or Parts thereof, under or by virtue of the said Will of the said *Charles Robert Blundell*,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said Lands and Hereditaments comprised in the said Schedules to this Act, and the other Trust Estates of the said *Charles Robert Blundell*, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

XXV. 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.

The FIRST SCHEDULE to which the foregoing Act refers.

PART I.

Description of Property.	Tenants Names.	Acreage.			Parish and County.
		A.	R.	P.	
South End Farm	Rimmer, Richard	90	2	35	North Meols in Lancashire.
Belshaws and Thorns	Lloyd, Peter	114	3	26	
Chamley's	Livesley, Miles	51	2	33	
South End	Marshall, Thomas, junior	201	3	30	
Dutton's Farm	Pennington, Richard	115	1	38	
Aindow's ditto	Pye, John	88	2	38	
Ash Tree	Rimmer, James (Ash Tree)	22	1	4	
South End	Marshall, John	27	3	32	
Nicholas' and Part of Chamley's	Sawyer, Hugh	186	0	23	
Late Rimmer-on-the-Hill	Rimmer, Peter	42	2	8	
South End	Watkinson, John	19	0	35	
House, Buildings, and Land	Ball, John	37	0	30	
Hill Side	Tomlinson, Richard	26	2	16	
Shorlicars	Marshall, Robert (Thomas)	86	0	36	
North End	Carr, Thomas	23	2	27	
Carters	Sawyer, James	93	3	6	
Todds	Marshall, Robert (Common)	22	1	16	
South End	Bradshaw, William	175	2	30	
Common and Cars	Johnson, Edward, and Marshall, Henry	55	2	19	
North End and Common	Rimmer, Gilbert, and Sutton, Richard	31	2	38	
Henry's and Part of Thom's	Johnson, James, and Lloyd, John	18	1	5	
North End and Mill Lane	Heaton, Thomas, and Marshall, Hugh	6	0	8	
Cottages and Lands	Brookfield, William, and Rimmer, Robert	2	3	29	
Ditto ditto	Leatherbarrow, Thomas, and Rimmer, James	1	2	13	
Warren Land	Mason, Thomas	0	2	33	
Cottages and Gardens	Marshall, Ellen, and Lunt, Bridget's, Heirs	0	2	21	
South End and Hawes House	Hodge, William, - ditto	189	1	15	
South End	Blundell, John, - ditto	36	1	29	
Shaw's House and Aughton's Place.	Livesley, James - ditto	72	0	0	
Bond's Tenement	Marshall, Willam, - ditto	82	3	28	
Welsh's ditto	Rimmer, Gilbert, - ditto	20	0	22	
Hill Side	Johnson, Robert, - ditto	69	3	19	
Gilbert's	Rimmer, James, and John Huck- sters - ditto	15	3	29	
Weathercock House	Blundell, James	27	2	8	
House and Land	Gregson, Hugh, and Blundell, James, Lessee	10	3	36	
North End (Cottage and Land)	Carr, John, - ditto	4	0	10	
Ash Tree	Carr, James, - ditto	13	2	1	
North End (House, Buildings, and Land).	Rimmer, Gilbert, and others, ditto	44	2	17	

Description of Property.	Tenants Names.	Acreage.			Parish and County.
		A.	R.	P.	
North End (Cottage and Land)	Rimmer, John, Lessee - -	9	1	32	
Peg Mill - - - -	Shaw, William, - ditto -	0	2	18	
Common, House, Buildings, and Land.	Sutton, Robert's Executors, ditto	17	0	14	
Ditto ditto ditto -	Aughton, Richard, - ditto -	2	1	29	
Ditto ditto ditto -	Bond, Thomas, and Carr, William, and another, - do. -	4	0	0	
Ditto ditto ditto -	Marshall, Joseph, and Rimmer, William, - ditto -	1	3	28	
Ditto (Cottages and Land)	Rimmer, John (Smith), ditto -	1	3	33	
Hill Side (Cottage and Garden)	Tomlinson, Richard, ditto -	0	1	27	
Mill Lane (Cottages and Land)	Rimmer, William, Smith, and others, - ditto -	2	1	1	
Common and North End, ditto -	Ball, John, and Segar, Henry, ditto	2	2	11	
Common (House and Land) -	Johnson, Hugh - - - -	0	3	3	
Ditto (Tenements and Gardens).	Johnson, Edward, and Rimmer, Mary - - - -	0	0	32	
Ditto (Land) - - - -	Ball, Henry - - - -	0	0	9	
Mill House - - - -	Rimmer, Thomas, Millhouse, Lessee - - - -	43	1	16	

PART II.

Description of Property.	Tenant's Name.	Acreage.			Parish and County.
		A.	R.	P.	
Jumps and Leatherbarrows -	Segar, John - - - -	332	0	14	
House, Buildings, and Land -	Eccles, Michael - - - -	361	0	1	
Ditto ditto - - - -	Rimmer, Robert - - - -	59	0	25	
Ditto ditto - - - -	Marshall, Richard - - - -	46	2	4	
Ditto ditto - - - -	Massam, Robert - - - -	596	3	31	
Ditto ditto - - - -	Eccles, Thomas - - - -	54	3	2	
Ditto ditto - - - -	Todd, Paul - - - -	26	0	9	
Ditto ditto - - - -	Cooper, John - - - -	27	2	2	
Ditto ditto - - - -	Marshall, Thomas - - - -	40	2	9	
Ditto ditto - - - -	Carr, James - - - -	28	2	2	
Ditto ditto - - - -	Rimmer, John - - - -	15	1	16	
Ditto ditto - - - -	Longton, John - - - -	4	0	0	
Ditto ditto - - - -	Sumner, Ellen - - - -	2	3	33	
Mill House - - - -	Rimmer, Thomas (Lessee) -	32	1	5	
House, Buildings, and Land -	Norris, Anne, - ditto	23	2	27	
Ditto ditto - - - -	Rimmer, John, senior, - ditto	56	2	25	
Ditto ditto - - - -	Eccles, Michael, senior, ditto	58	1	33	
Ditto ditto - - - -	Good, Jane, - ditto	23	0	0	
Whitehouse, Tenement -	Marrow, Elizabeth, ditto	37	1	13	
Mill - - - -	Rimmer, William, - ditto	0	3	28	
Cottage, Garden, and Smithy -	Rimmer, Richard, - ditto	0	2	25	
Cottage and Land - - - -	Ball, Anne, and others, ditto	1	0	14	
Warren Land - - - -	Hodge, William, - ditto	0	2	6	
Tenements and Gardens -	Ball, Thomas, and Lloyd, Peter, ditto	0	1	35	
Land only - - - -	Ball, John - - - -	2	3	36	
House, Buildings, and Land -	Lovelady, William - - - -	49	2	19	
Ditto ditto - - - -	Lovelady, Robert - - - -	45	2	37	
Ditto ditto - - - -	Tyrer, Richard - - - -	390	3	26	
Cross, House and Lands -	Dickinson, Thomas - - - -	39	1	12	
House, Buildings, and Land -	Rimmer, Joseph, Park - - -	55	0	37	

[Private.]

Description of Property.	Tenant's Name.	Acreage.			Parish and County.
		A.	R.	P.	
Three Tuns Public House and Lands.	Robinson, Joseph	21	0	18	Walton on the Hill in Lancashire.
House, Buildings, and Land	Rimmer, Robert	27	2	5	
Ditto ditto	Sutton, Anne	36	0	28	
Ditto ditto	Rimmer, Edward	44	3	20	
Land	Turner, Elizabeth	34	3	22	
House, Buildings, and Land	Norris, Thomas	834	0	20	
Ditto ditto	Marshall, William	92	0	0	
Ditto ditto	Norris, Joseph	26	0	16	
Ditto ditto	Sutton, John	34	1	16	
Ditto ditto	Rimmer, William (Moss Side)	34	1	24	
Ditto ditto	Bolton, John	26	2	33	
Ditto ditto	Brown, Margaret	15	1	18	
Ditto ditto	Cave, Matthew	23	0	3	
Ditto ditto	Charles, Joseph	19	0	31	
Land	Scarisbrick, Robert	25	1	2	
House, Buildings, and Land	Rimmer, Edmund	13	2	24	
Ditto ditto	Tyrer, Gilbert	13	2	6	
Land	Bond, John	32	2	35	
House, Buildings, and Land	Norris, Henry	12	1	25	
Ditto ditto	Cammack, Edward	14	1	36	
Ditto ditto	Longton, John	11	2	39	
Ditto ditto	Whalley, John	10	3	39	
Land	Kirby, William	10	3	15	
House, Buildings, and Land	Wilson, Elizabeth	8	1	17	
Ditto ditto	Wright, James	8	2	3	
Ditto ditto	Tristram, Henry	12	3	22	
Ditto ditto	Massey, Joseph	37	3	12	
Ditto ditto	Deane, Ellis	3	1	11	
Ditto ditto	Howard, Thomas	4	2	19	
Ditto ditto	Aindow, Thomas	4	0	28	
Ditto ditto	Bradshaw, John	4	3	10	
Ditto ditto	Hughes, Anne	2	2	23	
Toad Lane, House and Land	Dickenson, James	6	0	19	
Land	Kirby, Henry	5	2	11	
House and Land	Pennington, Edward	1	1	5	
Land	Norris, John, and Turner, Ellen	7	0	39	
Cottage and Land	Gorstige, John's Executors, and Livesley, Mary	5	1	19	
Land	Howard, Ellen, and Tyrer, James	10	0	39	
Cottage and Land	Meadows, John, and Rimmer, Richard	4	1	7	
Cottages and Land	Rimmer, Thomas, and Brown, Esther	2	1	32	
Ditto ditto	Goore, Robert, and Rimmer, Thomas	1	0	25	
Land	Carrigan, James, and Brookes, Ralph	6	0	22	
Cottages and Gardens	Renshall, James, and Rimmer, Henry	0	2	2	
Land	Alty, Edward, and Blevin, Thomas	5	2	15	
Cottage and Land	Rimmer, Joseph, and Formby, John	0	3	28	
Two Tenements	Mawdesley, George, and Wright, Cuthbert	0	0	5	
Land	Wright, John, jr., and Norris, James	3	1	32	
Tenement and Land	Mercer, James, and Bond, Anne	1	0	32	
House and Land	Billinge, Joshua, and Formby, Joseph	2	3	33	

Description of Property.	Tenant's Name.	Acreage.			Parish and County.
		A.	R.	P.	
Land	Smith, Reverend John	0	0	6	
House, Buildings, and Land	Sutton, Thomas, Executors (Lessees)	43	13	0	
Ditto ditto	Tyrer, Richard, ditto	35	1	21	
Wharton's, Rannet's, and Sutton's Lands.	Marshall, Thomas, Executors, (Lessees)	72	0	7	
House, Buildings, and Land	Norris, Edward's Executors, ditto	26	2	14	
Brown's Tenement	Gorstige, John's Executors, ditto	42	2	29	
Green Lane ditto	Brown, Isabella, ditto	52	0	35	
Roper's ditto	Tyrer, Catherine, ditto	17	3	12	
Harrison's ditto	Wignall, Ellis, ditto	25	3	30	
Brank House ditto	Norris, Jane, ditto	44	2	30	
Green Lane ditto	Norris, James, and others, ditto	46	2	2	
House, Buildings, and Land	Spencer, John, and others, ditto	75	2	19	
Ditto ditto	Neale, Robert, ditto	6	2	11	
Mount's Deansgate House Tenement.	Turner, Ellen, ditto	22	0	27	
Shorlicar's and Bond's Tenement	Rimmer, Richard, ditto	15	0	35	
House, Buildings, and Land	Blundell, William, ditto	15	1	24	
Ditto ditto	Bolten, Gilbert's Executors, ditto	19	1	31	
Cottages and Land	Norris, Robert, Patrick, ditto	4	2	30	
House and Land	Kirkby, John, ditto	1	3	28	
Ditto ditto	Waddington, John's Executors, ditto	61	1	7	
Ditto ditto	Rimmer, Thomas (Phillips, Lane), ditto	2	1	20	
House, Buildings, and Land	Rimmer, Richard (Jackeys), ditto	31	2	15	
Ditto ditto	Ball, John and Margery, ditto	7	3	4	
Christopher York	Tyrer, James, and others, ditto	1	3	22	
Cottage and Land	Brooks, Ralph, ditto	3	0	9	
Ditto ditto	Bradshaw, James, ditto	5	1	8	
Ditto ditto	Rimmer, Margery, ditto	13	1	14	
Land	Norris, Robert, ditto	3	3	4	
Ditto	Rimmer, Thomas (Ball), ditto	16	3	0	
Lane End House Tenement	Formby, Mary, ditto	6	2	4	
Cottage and Land	Scarisbrick, Robert, ditto	8	1	36	
Buildings and Land	Tyrer, Gilbert, ditto	3	1	18	
Wright's Tenement	Turner, Elizabeth, ditto	4	0	11	
House and Land	Carrigan, James, ditto	4	3	30	
Ditto ditto	Rimmer, Ann, ditto	1	2	18	
Land	Dickenson, Laurence's Executors, ditto	2	1	25	
Cottage and Land	Formby, James and Robert	4	2	4	
Cottages and Land	Davis, George, Lessee	0	3	12	
Land	Kevan, Nathan, ditto	6	3	34	
Cottage and Land	Formby, John, and others, ditto	5	2	28	
Cottage and Garden	Swift, Richard, ditto	0	1	39	
Burnt Heath	Aindow, John, and others, ditto	20	3	24	
House, Buildings, and Land	Moorcroft, Ellen, ditto	8	1	9	
Cottages and Land	Cave, James, ditto	11	1	8	
House, Buildings, and Land	Dickenson, Robert, ditto	1	3	35	
Land	Tyrer, James (Liverpool), ditto	7	1	31	
House, Buildings, and Land	Tempest, Henry, Esq., ditto	10	2	3	
Land	Harrison, James, ditto	4	3	37	
Ditto	Cammack, Joseph, ditto	3	1	8	
Ditto	Dickenson, Thomas, ditto	14	1	25	
Cottages and Land	Brooke, William, and Rice, Henry, ditto	1	3	12	
Long Dales	Massam, Robert	0	2	29	
House, Buildings, and Land	Rimmer, Richard, Lessee	14	2	25	

PART III.

Description of Property.	Tenants Names.	Acreage.	Parish and County.
House, Building Yard, Garden, &c.	Kaye, James, Lessee - -	1 2 27	} Sefton.
Orchard - - -	Ditto ditto - -	1 0 7	
North Hey - - -	Ditto ditto - -	2 1 29	
Kiln Croft - - -	* Ditto ditto - -	2 2 4	
North Flat - - -	Ditto ditto - -	4 0 29	
Needy Croft and Middle Hey -	Ditto ditto - -	4 2 16	
Highest Hey (Rabbit Warren)	Ditto ditto - -	7 3 19	
Meadow - - -	Ditto ditto - -	1 3 18	
Moss Hey - - -	Ditto ditto - -	3 0 19	
Little Croft - - -	Ditto ditto - -	1 1 7	
Owlerson's Backsides - - -	Ditto ditto - -	6 1 39	
Hemp Yard - - -	Ditto ditto - -	0 1 21	
Plungeon Hey - - -	Ditto ditto - -	3 1 26	

PART IV.

Description of Property.	Tenant's Name.	Acreage.	Parish and County.
		A. R. P.	
Mill or Park Farm - - -	Aspinwall, Elizabeth - -	188 2 0	} Halsall in the County of Lancaster.
Hall Estate - - -	Rimmer, Charles (Lessee) -	198 3 38	
Fiendley's, Langley's, Ridings, &c.	Lovelady, Stephen - ditto -	82 1 14	
Aspinwall's - - -	Coxhead, Ellen (Lessee) -	75 0 31	
Green's and Aspinwall's -	Bushell, John, - ditto -	71 0 21	
Aspinwall and Woolfall's Tenements.	Jump, Margaret - - -	56 0 24	
Ryecroft and Owen's Tenement.	Shaw, Thomas - - -	66 0 7	
Plumb's and Pye's ditto -	Pye, Edward and James -	49 2 35	
Wilson's, Farrer's, and Pye's ditto.	Jackson, Thomas - - -	48 2 3	
Blackhurst's and Moss House ditto.	Prescott, James - - -	44 0 6	
Bentley's, and Part of Pye's and Brettargh's ditto.	Belshaw, William, junior -	39 3 22	
Sephton's, and Part of Green's and Aspinwall's ditto.	Knowles, James - - -	32 1 2	
Yates, Hilton's, and Kirby's Tenements.	Davis, James - - -	26 2 24	
Jackson's Tenement, and Part of Demesne.	Horrocks, Thomas - - -	24 1 27	
Rimmer's Tenement, and Part of Mill Estate.	Pye, Margaret - - -	16 2 7	
Cropper's and Old Cross Keys Tenements.	Bold, Thomas - - -	16 0 17	
Part of Bentley's and Brettargh's ditto.	Sumner, Robert - - -	11 3 6	
Molyneux Tenement - - -	Heathcote, Michael - - -	8 3 23	
Part of Owen's and Ryecroft's ditto.	Shaw, Robert - - -	10 3 29	
Part of Brettargh's Tenement -	Wigglesworth, Edward Thomas -	6 2 23	
Part of Bentley's ditto -	Green, William - - -	10 3 31	
Holcroft's Tenement - - -	Houlcroft, George - - -	7 0 22	
Part of Martin's Tenement -	Fairclough, Nancy - - -	1 2 13	

Description of Property.	Tenants Names.	Acreage.			Parish and County.
		A.	R.	P.	
Part of Owen's Tenement	Bretherton, Peter	5	1	32	Halsall in the County of Lancaster.
Part of Wilson's and Farrer's Tenements.	Lockett, John	5	0	1	
Part of Pye's Tenement	Pope, Thomas	4	0	38	
Part of Farrer's Tenement	Billington, Richard	5	0	5	
Part of Owen's ditto	Belshaw, William, senior	2	1	18	
Part of Martin's Tenement	Shaw, William	2	2	4	
Part of Brownbill's ditto	Bond, Thomas	3	2	9	
Part of Cross Keys ditto	Hartley, William	0	2	3	
Part of Brettargh's ditto	Lunt, John	2	0	26	
Jackson's Tenement	Hooper, Thomas	0	3	12	
Alty's Tenement	Hulm, John	0	1	30	
Ditto - ditto	Riding, Thomas	0	1	36	
Ditto - ditto	Mercer, Edward	0	1	25	
Part of Woolfall's Tenement	Lovelady, Thomas	0	0	39	
Part of Molyneux's ditto	Liptrott, William	0	1	24	
Smith's or Old Lolly Tenement.	Rothwell, William, Lessee	8	3	11	
Jump's Tenement	Jump, Richard, ditto	0	0	13	
Dickinson's ditto	Sourbuth, Mary, ditto	0	0	25	
Pye's ditto	Pye, Alice, ditto	0	1	11	
Jackson's Cottage Tenement	Whalley, James, Executors, ditto	0	1	2	
Part of the Hall Estate	Clough, Reverend	6	0	10	
Wood	In hand	10	1	24	

PART V.

Description of Property.	Tenants Names.	Acreage.			Parish and County.
		A.	R.	P.	
Cunscough Hall Farm	Bushell, John, Lessee	100	3	34	Halsall in the County of Lancaster.
Moss Tenement	Cropper, Thomas	75	1	31	
Tyrer's, Turner's, and Knowles' Tenements.	Lyon, James	52	0	33	
Bank Farm	Bullin, John, Lessee	92	0	21	
Yates' and Lyon's Tenements	Stock, John - ditto	95	2	27	
Dennet's and Knowles' ditto	Rushton, John, and others - ditto	68	3	17	
Finger-post Tenement	Bullin, David	41	3	1	
Hale's and Large's ditto	Pennington, Thomas	50	0	37	
Hartley's, &c. ditto	Moorcroft, William	37	2	12	
Part of Hall Farm	King, Charles	16	1	34	
Delf	Willcock, George	0	2	11	
Part of Hall Farm	Ball, Thomas	15	3	17	
Part of Knowles' Tenement	Kaye, Ralph	11	2	28	
Part of Hall Farm	Sumner, William	13	2	38	
Ditto	Whalley, James	10	0	19	
Winter Pasture	Hesketh, Maximilian	8	3	30	
Part of Hall Farm	Newton, Joseph	9	0	29	
Hartley's Tenement	Pope, Nathan	2	2	34	
Part of Dennet and Knowles' Tenements.	Rushton, Peter	4	3	0	
Strip of Waste	Kirby, John, Lessee	0	1	11	
Cunscough Wood, &c.	In hand	11	3	12	

Henry Hyde,
Land Agent and Surveyor,
Ince Blundell.

[Private.]

The SECOND SCHEDULE to which the foregoing Act refers.

PART I.

Description of Property.	Tenants Names.	Acreage.			Parish and County.
		A.	R.	P.	
Howclough Farm	Bleasdale, Richard, Lessee	71	0	25	Chipping in the County of Lancaster.
Richmond Houses Farm	Seed, Mary, ditto	68	0	8	
Hall Trees Farm	Seed, John	52	0	20	
Clay Leach	Rogerson, John	48	0	31	
Howclough	Dilworth, Richard	24	3	26	
Water Gate	Helm, James	45	2	25	
Marslands	Marsland, Anne	29	0	26	
Fish House	Robinson, Richard	25	0	21	
Height	Charnley, Christopher	11	0	39	
Fell Gate	Bleazard, Robert	15	1	18	
Cock Hill	Clegg, John	25	0	28	
Land only	Rogerson, William	13	3	3	
Cottage and Land	Ellison, William	5	1	10	
Land only	Woods, John	1	1	32	

PART II.

And also the said several Lands and Property set out in the First Schedule in Parts IV. and V.

Henry Hyde,

Land Agent and Surveyor,
Ince Blundell.

The THIRD SCHEDULE to which the foregoing Act refers.

The several Lands and Property in the First Schedule in Part II. and in the Second Schedule Part I.

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Annual Value.			Parish and County.
		A.	R.	P.	£	s.	d.	£	s.	d.	
Singleton's	Akers, Catherine	53	2	20	90	0	0	90	0	0	Preston in Lancashire. Lancaster, Parish of Lancaster.
Allotment in Fulwood Common.	Cowburn, Robert	11	3	10	12	0	0	12	0	0	
Gilbertson's Tenement	Kaye, James, Lessee	19	3	11	14	0	0	28	0	0	
House, Buildings, and Land	Thomas Higso's Heirs, Lessees; Peter Higson, Tenant.	64	3	29	210	0	0	135	0	0	Halsall, County of Lancaster.
Rannicar Hall Farm	Ditto (Ellen Hesketh)	104	0	19				214	0	0	
Part of Rannicar Hall and Gardens.	Ditto (Cato, Mr.)	2	3	4				30	0	0	
House, Buildings, and Land	Ditto (Michael Charnock)	106	2	39				208	0	0	
La Mancha House, Buildings, and Land.	Ditto (Moore, Thomas F.)	124	2	32				285	0	0	
Cottage and Garden	Ditto, Rimmer, James	0	1	13				4	0	0	Preston, County of Lancaster.
Two Houses, Shops, and Yard	Burrow, James, Lessee				79	0	0	79	0	0	
Legs of Man Public House	Jump, Peter's Executors, ditto				3	0	0	85	0	0	
House and Shop	M'Neale, Isabella				35	0	0	35	0	0	
Tenement and Yard	Harrison, John				9	2	0	9	2	0	
Ditto	Leach, William				9	2	0	9	2	0	Parish of Aughton, County Lancaster.
Ditto	Wilding, John				9	2	0	9	2	0	
Part of Aspinwall's Tenement.	Coxhead, Ellen	5	2	34	15	0	0	15	0	0	
Ditto - ditto	Ditto (Lessee)	5	0	20	5	10	0	11	0	0	

Henry Hyde,

Land Agent and Surveyor,
Ince Blundell.

The FOURTH SCHEDULE to which the foregoing Act refers.

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Present annual Value.			Parish and County.
		A.	R.	F.	£	s.	d.	£	s.	d.	
Sand Hills and Rabbit Warren	Massey, Joseph	33	3	32	10	0	0	10	0	0	Township of Formby in Parish of Walton on the Hill, County Lancaster.
Ditto ditto	Marshall, William	64	2	31	22	0	0	22	0	0	
Ditto ditto	Norris, Thomas	802	3	17	30	0	0	30	0	0	
Ditto ditto	Tyrer, Richard	336	3	18	30	0	0	30	0	0	
Ditto ditto	Norris, Jane, Lessee	17	1	16	1	0	0	6	0	0	
Ditto ditto	Wignall, Ellis, ditto	5	0	12	0	13	0	4	0	0	
Ditto ditto	Waddington, John's Heirs, ditto	40	1	30	0	12	0	4	0	0	Hamlet of Ainsdale in Township of Formby in Parish of Walton on the Hill, County of Lancaster.
Ditto ditto	Ball, John	1	2	28	0	10	0	0	10	0	
Ditto ditto	Eccles, Michael, junior	316	0	9	28	0	0	28	0	0	
Ditto ditto	Eccles, Thomas	23	1	18	5	0	0	5	0	0	
Ditto ditto	Marshall, Thomas	18	3	16	7	0	0	7	0	0	
Ditto ditto	Massam, Robert	566	3	31	25	0	0	25	0	0	
Ditto ditto	Segar, John	263	3	24	20	0	0	20	0	0	
Ditto ditto	Eccles, Michael, senior, Lessee	31	1	35	1	6	0	11	0	0	
Ditto ditto	Hodge, William's Heirs, ditto	0	1	34	0	0	3	0	2	6	
Ditto ditto	Rimmer, Thomas (Millhouse), ditto	11	1	14	3	6	0	5	0	0	
Ditto ditto	Ball, John	22	3	30	10	0	0	10	0	0	
Ditto ditto	Carr, Thomas	2	3	12	2	0	0	2	0	0	
Ditto ditto	Johnson, Edward, and Marshall, Robert	21	0	36	2	0	0	2	0	0	
Ditto ditto	Livesey, Miles	34	3	0	15	0	0	15	0	0	
Ditto ditto	Lloyd, Peter	60	0	8	20	0	0	20	0	0	
Ditto ditto	Lloyd, John, and Mason, Thomas	1	2	17	0	10	0	0	10	0	
Ditto ditto	Marshall, Robert (Thomas)	68	1	22	10	0	0	10	0	0	
Ditto ditto	Marshall, Henry and John	9	3	23	5	0	0	5	0	0	
Ditto ditto	Marshall, Thomas	163	3	34	20	0	0	20	0	0	
Ditto ditto	Pennington, Richard, and Pye, John	122	3	31	25	0	0	25	0	0	
Ditto ditto	Rimmer, James and Robert	15	1	2	7	0	0	7	0	0	Township of Birkdale, Parish of North Meols, County of Lancaster.
Ditto ditto	Rimmer, Peter	4	0	35	3	0	0	3	0	0	
Ditto ditto	Rimmer, Richard and James	213	3	20	25	0	0	25	0	0	
Ditto ditto	Sawyer, James and Hugh	254	0	17	20	0	0	20	0	0	
Ditto ditto	Tomlinson, Richard	9	0	17	5	0	0	5	0	0	
Ditto ditto	Ball, John, and Blundell, James, Lessees	1	3	34	0	1	6	1	0	0	
Ditto ditto	Carr, James, ditto	3	3	6	0	3	0	1	10	0	
Ditto ditto	Hodge, William's Heirs, ditto	146	0	15	5	0	0	20	0	0	
Ditto ditto	Johnson, Robert, ditto	51	3	12	1	2	0	10	0	0	
Ditto ditto	Livesey, James, ditto	39	3	29	2	5	0	15	0	0	
Ditto ditto	Marshall, William's Heirs, ditto	67	0	22	5	0	0	10	0	0	
Ditto ditto	Rimmer, Thomas (Millhouse), ditto	28	0	8	5	6	0	8	0	0	
Ditto ditto	Rimmer, Gilbert, ditto	4	2	38	0	5	0	2	0	0	
Ditto ditto	Sutton, Robert's Heirs, ditto	9	1	26	0	8	0	4	0	0	
Ditto ditto	Kaye, James, ditto	7	3	19	4	0	0	8	0	0	Township of Ince Blundell, Parish of Sefton, County of Lancaster.

Henry Hyde,
Land Agent and Surveyor,
Ince Blundell.

