



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. 5.

An Act to authorize Grants in Fee and Leases for long Terms of Years, for Building Purposes, of the devised Estate of *John Newton* Esquire, deceased, situate at *Gorton* in the Parish of *Manchester* in the County of *Lancaster*.

[14th August 1848.]

**W**HEREAS *John Newton* late of *Dukinfield Hall* in the Township of *Dukinfield* in the County of *Chester*, Gentleman, made and duly signed and published his last Will and Testament in Writing, bearing Date the Twenty-seventh Day of *September* One thousand eight hundred and twenty-three, and thereby gave and devised all and singular his Freehold Messuage or Dwelling House, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances to the same belonging, and therewith occupied or enjoyed, situate at *Gorton* in the Parish of *Manchester* in the County of *Lancaster*, then in the Possession of *John Shawcross* as Tenant thereof, unto his Son *George John Newton*, for and during the Term of his natural Life; and immediately after the Determination of that Estate by Forfeiture or otherwise the said Testator gave and devised the same and every Part thereof unto *William Taylor* and *John Kershaw*, and their Heirs, in trust only to preserve

Will of John Newton, Esquire, dated 27th September 1823.

[Private.]

and support the contingent Remainders and Uses thereafter limited from being defeated, barred, or destroyed, and for that Purpose from Time to Time and at all Times to make Entries and bring Actions as Occasion might require, nevertheless to permit and suffer the Testator's said Son to receive and take the Rents and Profits thereof during his natural Life; and after his Decease the said Testator gave and devised the said Freehold Messuage or Dwelling House, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances, situate at *Gorton* as aforesaid, unto and to the Use and Behoof of the First Son lawfully begotten or to be begotten of the said Testator's said Son *George John Newton*, and the Heirs Male of the Body of such First Son lawfully issuing; and for Default of such Issue to the Use and Behoof of the Second, Third, and all and every other the Son and Sons of the said Testator's said Son *George John Newton*, and the Heirs Male of the Body and Bodies of such Second, Third, and other Son and Sons lawfully begotten or to be begotten, severally and successively and as they should be in Seniority of Age and Priority of Birth; and for Default of such Issue then the said Testator gave and devised all and every his said Freehold Messuage or Dwelling House, Lands, Tenements, Hereditaments, and Premises, situate at *Gorton* as aforesaid, to the Daughter and Daughters of the said Testator's said Son lawfully begotten or to be begotten, equally to be divided between or amongst them, if more than One, Share and Share alike, and they to take as Tenants in Common, and not as Joint Tenants, and their Heirs and Assigns for ever; and for Default of such Issue then the said Testator gave and devised all and every his said Freehold Messuage or Dwelling House, Lands, Tenements, and Hereditaments situate at *Gorton* as aforesaid, to his Daughter *Elizabeth Sarah*, for and during the Term of her natural Life; and after the Determination of that Estate by Forfeiture or otherwise the said Testator gave and devised the same and every Part thereof unto the said *William Taylor* and *John Kershaw*, and to their Heirs, in trust only to preserve and support the contingent Remainders and Uses therein-after limited from being defeated, barred, or destroyed, and for that Purpose from Time to Time and at all Times to make Entries and bring Actions as occasion might be or require, nevertheless to permit and suffer his said Daughter *Elizabeth Sarah* to receive and take the Rents, Issues, and Profits thereof for and during the Term of her natural Life; and from and immediately after the Decease of the Testator's said Daughter *Elizabeth Sarah* the said Testator gave and devised all and every his said Freehold Messuage or Dwelling House, Lands, Tenements, and Hereditaments, with the Appurtenances, situate at *Gorton* as aforesaid, unto and to the Use of all and every the lawful Child and Children of her his said Daughter, equally to be divided between or amongst them, if more than One, Share and Share alike, and they to take as Tenants in Common, and not as Joint Tenants, and their Heirs and Assigns for ever; and for Want of such Issue then he gave and devised the same to his own right Heirs for ever: And whereas the said *John Newton* the Testator died in or about the Month of *August* in the Year of our Lord One thousand eight hundred and twenty-four, without having revoked or in anywise altered his said Will, and leaving *Bridget Newton* of *Dukinfield* aforesaid his

his Widow, and the said *George John Newton* his only Son and Heir at Law, and his only Daughter *Elizabeth Sarah*, in the said Will mentioned, and his said Trustees *William Taylor* and *John Kershaw*, him surviving: And whereas the said *Elizabeth Sarah Newton* afterwards intermarried with *Alexander Mackenzie* of *Clifton* in the County of *Gloucester*, a Lieutenant in Her Majesty's Navy: And whereas there was Issue of the said Marriage Two Children only, videlicet, *Mary Elizabeth Mackenzie* and *Elizabeth Sarah Newton Mackenzie*, both of whom are now Infants under the Age of Twenty-one Years: And whereas the said *Elizabeth Sarah Mackenzie* died in the Year One thousand eight hundred and thirty-two, leaving her said Husband *Alexander Mackenzie*, and her said Two only Children *Mary Elizabeth Mackenzie* and *Elizabeth Sarah Newton Mackenzie*, her surviving: And whereas the said *George John Newton* is a Bachelor: And whereas the said *Bridget Newton*, by an Instrument under her Hand and Seal, bearing Date the Tenth Day of *April* One thousand eight hundred and forty-eight, released unto the said *George John Newton*, *Mary Elizabeth Mackenzie*, and *Elizabeth Sarah Newton Mackenzie*, and to the Issue, if any, of the said *George John Newton*, according to their respective Estates and Interests in the said Freehold Property of the said Testator, situate at *Gorton* aforesaid, all her Right, Title, or Claim to Dower out of the said Freehold Property and every Part thereof: And whereas the said Freehold Property of the said Testator situate at *Gorton* aforesaid has in consequence of the Increase of the City of *Manchester* become of considerable Value, and is well suited for Building Purposes, and advantageous Offers have been made to purchase Portions thereof for Building Purposes: And whereas the said Will of the said *John Newton* does not contain any Power of Sale or of granting Leases, and the said Freehold Estate of the said Testator cannot be rendered available for Building Purposes: And whereas it would be very beneficial to the several Persons who under the said Testator's Will are interested in his said Freehold Estate at *Gorton* aforesaid if the said *George John Newton*, and other the Person or Persons who under the said Will shall or may for the Time being be entitled in possession to the Rents and Profits of the said Freehold Estate, were authorized and empowered to make Grants and Conveyances thereof in Fee Simple, or Leases thereof for long Terms of Years, as is customary in the Neighbourhood of *Manchester* for Building Purposes, and at Chief or Ground Rents; but by reason of the Limitations contained in the said Will, and the Want of proper Powers of leasing therein, the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George John Newton*, and *Alexander Mackenzie* on his own Behalf and also on behalf of the said *Mary Elizabeth Mackenzie* and *Elizabeth Sarah Newton Mackenzie*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *George John Newton*, or other the Person or Persons who for the Time being shall, under the Will of the said

*John*

*John Newton*, be beneficially entitled in possession to the Rents, Issues, and Profits of the said Estate at *Gorton* aforesaid, in case such Person or Persons shall be of the Age of Twenty-one Years, and whether such Person or Persons, being a Female or Females, shall or shall not be under Coverture, and notwithstanding any such Coverture, and if such Person or Persons shall not be of the Age of Twenty-one Years, then for his, her, or their Guardian or Guardians during his, her, or their Minority or respective Minorities (whether such Guardian or Guardians be testamentary, or be chosen by such Infant or Infants, or be appointed by the Authority of the Court of Chancery, or otherwise), by Indenture or Indentures, to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by One or more credible Witness or Witnesses, from Time to Time to grant and convey in Fee Simple, or to lease for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part or Parts of the said Freehold Estate situate at *Gorton* aforesaid, devised by the said Will of the said *John Newton*, and which is more particularly mentioned and described in the Schedule unto this Act annexed, unto any Body Politic or Corporate, or to any Person or Persons whomsoever, for the Purpose of erecting and building thereon any House or Houses, Manufactory or Manufactories, or other Building or Buildings, or of annexing any Part thereof for Gardens, Courts, Yards, Roads, Ways, or other Conveniences to Buildings already erected and built or to be from Time to Time erected and built thereon or on any adjoining Land, or of otherwise improving the said Lands, Houses, Manufactories, and Buildings, or any of them, or any Part thereof; and with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to take down all or any Part of the Buildings standing on the Land to be comprised in such Grants or Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon, and to set out and allot any Part or Parts of the Land to be comprised in such Grants and Leases respectively as and for any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, or otherwise, for the Use of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, and also to dig and make, in or under the Land which may be so set out and allotted for Roads, Streets, Ways, or Passages, all such Arches, Cellars, or Areas to any present or future Houses or Buildings as may be thought necessary, and also to dig, take, and carry away, in and out of the Land to be comprised in such Grants and Leases respectively, such Building Stone, Earth or other Soil, as it shall be convenient to remove for effecting any of the Purposes aforesaid, and to dispose thereof by Sale or otherwise, and also to dig and excavate any Building Stone, Earth or other Soil, out of the Land to be comprised in such Grants and Leases respectively, and to manufacture the same into Bricks and Tiles to be used in any of the Buildings, Repairs, or Improvement aforesaid; and with or without any other Liberties or Privileges as to the Person or Persons making any such Grant or Lease shall seem reasonable; so as in every such Grant or Lease there be reserved and made payable (except in those Cases where a Peppercorn Rent may be reserved as herein-after provided) the best and

and most beneficial yearly Rent or Rents which can at the Time of making thereof, and considering the Circumstances of the Case, be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments in every Year, clear of all Deductions whatsoever; and so as in every such Grant or Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively; and so as the Grantee or Grantees, Lessee or Lessees, duly execute a Counterpart or Counterparts of such Grants and Leases respectively, and therein enter into Covenants for due Payment of the Rent or Rents to be thereby respectively reserved or made payable (unless the same shall be a Peppercorn), and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Grants and Leases respectively, and also, as the Case may require, for rebuilding, finishing, improving, or repairing, within a Time to be limited for that Purpose, the Houses or Buildings then standing on the said Ground, or for erecting and building any Houses, Manufactories, or Buildings, within a Time to be limited for that Purpose, and also for keeping in repair all such Houses, Manufactories, and Buildings respectively during the Continuance of such Grants and Leases, and also for keeping in repair any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Arches, Cellars, or Areas, in such Manner as shall be agreed upon, and also (as to any Leases which may be made for Terms of Years) for surrendering the Possession of and leaving in good Repair the Houses, Manufactories, and Buildings to be erected and built or repaired on the Land comprised in such Leases respectively at the Expiration or other sooner Determination of the Terms to be thereby respectively granted; and so as in every such Grant or Lease there be contained such other Covenants, Provisoes, Conditions, or Agreements usually contained in Grants or Leases of a similar Description as to the Person or Persons making such Grant or Lease shall seem fit; and with or without a Proviso (as to the Person or Persons making any such Grant or Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, Conditions, and Agreements to be contained in any such Grant or Lease (except the Covenant for the Payment of the Rent or Rents, and such other Covenants, Provisoes, Conditions, or Agreements as may by special Agreement between the Parties in such Case be excepted,) shall occasion any Forfeiture of such Grant or Lease, or of the Estate or Term thereby granted, or give any Right of Re-entry, unless Judgment shall have been obtained in an Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action.

II. And be it enacted, That every such Grant and Lease shall be absolutely binding upon the said *George John Newton*, his Heirs and Assigns, and all other Persons claiming or who shall or may claim any Estate or Interest in the said Land at *Gorton* aforesaid, or any

[*Private.*]

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Grants and Leases made in pursuance of the Act to be binding on

all Persons  
claiming  
under Tes-  
tator's Will.

Part thereof, under the Will of the said *John Newton*, to all Intents and Purposes whatsoever; and that the Right to receive the Rent or Rents to be reserved and made payable by any such Grant or Lease, and the Right to sue at Law or in Equity, on account of the Breach of any Covenant contained in any such Grant or Lease, and the Right to take advantage of any Condition of Re-entry therein respectively contained, or of any Forfeiture of the Estate or Term thereby respectively granted, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession or the Receipt of the Rents and Profits of the Land and Hereditaments comprised in such Grant or Lease, in case the same had not been made.

In case of  
Re-entry, the  
Lands, &c. to  
vest in such  
Persons and  
to the like  
Uses as the  
same were  
vested before  
Grant or  
Lease.

III. And be it enacted, That the several Conditions by this Act directed or authorized to be inserted in each Grant or Lease to be made as aforesaid shall be good and valid, and shall have full Effect at Law and in Equity; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall be made upon any Land or Hereditaments to be thereby granted or leased, then from and after the making of such Entry the Land comprised in the Grant or Lease which shall have been avoided by such Entry, and the Buildings then standing thereupon, shall become and be vested in such Person or Persons, and be subject to such Uses, Estates, Interests, Trusts, Intents, Purposes, Provisoes, Agreements, and Declarations, at Law and in Equity, as the same Land and Hereditaments would at the Time of making such Entry have been vested in and subject to in case the same Land and Hereditaments had never been so granted or leased.

Parts of the  
Lands autho-  
rized to be  
granted and  
leased may  
be appro-  
priated for  
permanent  
Improve-  
ment.

IV. And be it enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Grants and Leases as aforesaid to appropriate any Part or Parts of the Land herein-before authorized to be granted or leased as and for any Road, Street, Way, Passage, Court, Yard, or Garden, or Roads, Streets, Ways, Passages, Courts, Yards, or Gardens, to the Buildings then or thereafter to be erected and built on any Part or Parts of the same Lands, or on any Part or Parts of the adjoining Land to be granted or leased as aforesaid, or otherwise for the general Improvement of the said Estate in *Gorton* aforesaid, and for the Use of the respective Grantees, Lessees, Tenants, or Occupiers thereof, in such Manner as shall be agreed upon in such Grants or Leases respectively, or in any general Deed or Deeds to be executed for that Purpose by the Person or Persons making such Grant or Lease as aforesaid (such general Deed or Deeds, if any, to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the respective Dates thereof), and also by such respective Grants, Leases, or general Deeds to give such Privileges and other Easements as shall be deemed reasonable or convenient.

Power to  
enter into

V. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized to make such Grants or Leases

Leases as aforesaid to enter into any Contract or Contracts in Writing for making any Grant or Lease of all or any Part or Parts of the said Lands and Hereditaments herein-before authorized to be granted or leased pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and thereby to contract that when any Land or Buildings so agreed to be granted or leased, or any Part or Parts thereof, shall be built upon, or re-built, finished, repaired, laid out, or improved in the Manner stipulated in such Contract or Contracts, the Person or Persons for the Time being authorized to make such Grants or Leases shall duly grant or lease the Land and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same, his, her, or their Heirs, Executors, Administrators, or Assigns, or to such Person or Persons (to be approved by the Person or Persons for the Time being hereby authorized to make Grants or Leases as aforesaid) as he, she, or they shall appoint, for the Remainder of the Estate, Interest, Term or Terms, and in such Parcels, and under such Portions of the yearly Rent or Rents specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Grant or Lease shall bear a Proportion of the whole Rent specified in such Contract greater than the Quantity of Land comprised in such Grant or Lease shall bear to the Land comprised in the Contract, then the same Rent shall not exceed One Fourth of the clear yearly Rack-rent Value of the Land and Buildings comprised in such Grant or Lease when fit for Habitation; and it shall be lawful for the Parties to any Contract or Contracts herein-before authorized to be made thereby to contract that the full Rent specified in such Contract or Contracts may be reserved in the Grants or Leases to be made of a given Quantity (to be specified in such Contract or Contracts) of the Land and Premises comprised in such Contract or Contracts, but so nevertheless that the full Rent to be so reserved in the Grant or Lease of such given Quantity of the said Lands and Premises so specified as aforesaid shall not exceed One Fourth of the clear yearly Rack-rent Value of such given Quantity of the said Lands and Premises so specified as aforesaid, and of the Buildings then erected thereon, and fit for Habitation, and that the Residue of the Land and Premises comprised in such Contract or Contracts shall be granted or 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 such Grant or Grants, Lease or Leases, and at such Time or respective Times and in such Manner as may be thought proper, or if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to contract that when the full Rent shall have been reserved in the Grant or Grants, Lease or Leases, to be so made of a competent Part or Parts of the Land and Premises comprised in such Contract or Contracts, the Residue thereof (if any) shall be granted or leased by One or more Grant or Grants, Lease or Leases, at the yearly Rent of a Peppercorn; and in case of Grants or Leases to be made subject to the yearly Rent of a Peppercorn, to contract that such Grants or Leases shall be made either before or after the Land and Premises therein comprised shall have been built upon, rebuilt, finished,

Contracts for  
making  
Grants or  
Leases.

finished, repaired, laid out, or improved; and it shall be lawful for the Parties to any Contract or Contracts herein-before authorized to be made thereby to contract that the yearly Rents by such Contract or Contracts agreed to be reserved may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be thought proper, and as in such Contract or Contracts shall be expressed, regard being had to the Quantity of Land agreed to be granted or leased, and the Progress of the Buildings and Improvements stipulated to be built, rebuilt, finished, laid out, or improved as aforesaid; and it shall be lawful for the Parties to any Contract or Contracts herein-before authorized to be made thereby to contract, that when any Grant or Grants, Lease or Leases, shall be made of any Part or Parts of the Land and Premises so contracted to be granted or leased, the Land and Premises so for the Time being granted or leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Portion or Portions of the Land and Premises comprised in such Contract or Contracts as shall not for the Time being be granted or leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to contract that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Grantees and Lessees under the Powers herein-before contained.

Contracts to contain certain Powers and Stipulations.

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

VII. And



VII. And be it enacted, That if the Possession of any Part of the said Estate situate at *Gorton* aforesaid, which shall be comprised in any Grant, Lease, or Contract to be made in pursuance of this Act, shall at any Time or Times be resumed or recovered, under any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to make such Grants or Leases to make Grants or Leases, or to enter into Contracts for making Grants or Leases, and afterwards to make Grants or Leases of the same Lands and Premises respectively, under the Powers herein-before contained, in the same Manner as if no Grants or Leases, or Contracts for Grants or Leases, had been previously made or entered into.

In case of Re-entry, fresh Leases or Grants may be made.

VIII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Grants or Leases from Time to Time to enter into any new Contract or Contracts, not inconsistent with the general Object of the original Contract or Contracts, with any Person or Persons entitled to the Benefit of any Contract or Contracts entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of the Agreements contained in such Contract or Contracts, or to release the Person or Persons with whom any such Contract or Contracts shall have been entered into, his, her, or their Heirs, Executors, Administrators, and Assigns, from the Observance of all or any Part of the same Contract or Contracts, and, if the same shall be thought expedient, to enter into any new Contract or Contracts with such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, in lieu of the Contract or Contracts which shall have been so released in whole or in part, or to agree for and accept a Surrender of all or any Part or Parts of the Land and Hereditaments comprised in any Contract or Contracts; and the Land and Hereditaments to be so surrendered may be agreed to be granted or leased, and may be afterwards granted or leased, under the Powers herein-before contained, in the same Manner as if no Contract or Contracts had been previously entered into affecting the same.

Power to vary Contract, or to make new Contract.

IX. And be it enacted, That every Grant and Lease to be made in pursuance of this Act shall be taken to be duly made although it should have been made in pursuance of a Contract, and such Contract should not in all respects have been duly observed, and notwithstanding any Variation between such Grant or Lease and such Contract, provided that such Grant or Lease shall be in conformity with the Provisions herein-before contained with respect to the Grants and Leases hereby authorized to be made; and that after any Grant or Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title, at Law or in Equity, to the Benefit of the said Grant or Lease, nor shall any Person purchasing the Interest of such Grantee or Lessee be prejudiced by reason of having Notice that such Grant or Lease did not duly observe or that it varied from the Contract in pursuance whereof it was made.

Grants and Leases under this Act to be good, although they may vary from the Contracts.

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X. And

Receipt of Grantor or Lessor to be Evidence that a Counterpart has been executed.

X. And be it enacted, That the Receipt or Receipts in Writing of the Persons or of any One of the Persons making any Grant or Lease in pursuance of this Act, signed by such Persons or Person, and endorsed on the Indenture of Grant or Lease, acknowledging that he, she, or they has or have received the Counterpart thereof, shall be conclusive Evidence that such Counterpart has been duly executed.

General Saving.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *George John Newton* and his Heirs, and his First and other Sons, and the Heirs Male respectively of the Body and Bodies of such First and other Sons respectively, and also except the Daughter and Daughters of the said *George John Newton*, their Heirs and Assigns, and also except the said *Alexander Mackenzie*, *Mary Elizabeth Mackenzie*, and *Elizabeth Sarah Newton Mackenzie*, their Heirs and Assigns, and the right Heirs of the said Testator, and also except all and every other Persons and Person to whom any Estate, Right, Title, Interest, or Charge, at Law or in Equity, shall have been devised or bequeathed, or shall have descended or devolved, or may descend or devolve, by virtue of or under the said Will of the said *John Newton*, in the said Freehold Estate at *Gorton* thereby devised, or any Part thereof,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, in, to, or out of the said Freehold Estate, and every or any Part thereof, as they, every or any of them, had or enjoyed before the passing of this Act, or would or might have had or enjoyed in case this Act had not been made.

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

XII. 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.

The SCHEDULE to which this Act refers.

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All that Messuage or Tenement, with the Barn, Stable, Shippon, Outbuildings, and Garden thereto belonging, situate, lying, and being in the Township of Gorton near Manchester in the County of Lancaster, commonly called or known by the Name of Red Gate, and now or late in the Holding or Occupation of Richard Leake or his Assigns, as Tenant thereof.

And also all those Four several Closes or Parcels of Land to the said Messuage or Tenement belonging, and situate and being in the said Township of Gorton, and containing by Estimation Seventeen Acres of Land of Statute Measure, or thereabouts, be the same more or less, Two of which said Closes or Parcels of Land are in the Occupation of George Sermon as Tenant thereof, and the said Two other Closes or Parcels of Land were late in the Occupation of Robert Cross as Tenant thereof, but are at present untenanted.

*Willm Buckley.*

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

