



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 25.

An Act to authorize the granting of Building Leases of Parts of the Estates devised by the Will of the late *Henry Blundell* Esquire, situate in the Townships of *Heaton* and *Rumworth* in the County of *Lancaster*, and to lease Coal and other Mines, and to grant Farming Leases for Twenty-one Years of Lands within the said Townships; and for other Purposes. [1st August 1849.]

WHEREAS *Henry 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-fourth Day of *July* One thousand eight hundred and nine, executed and attested in such Manner as was then required by Law for rendering valid Devises of Real Estates, and thereby, amongst other things, gave and devised all his Manors or Lordships of *Los- tock*, *Anderton*, *Heaton*, *Horwich*, and *Rumworth* in the said County of *Lancaster*, and all his Messuages, Lands, Tithes, Hereditaments, and purchased Land Tax therein and in *Adlington* in the said County, with their respective Appurtenances, unto *Edward Wilbraham Bootle*, therein described, and now the Right Honourable *Edward Lord Skel- mersdale*,

Will of
Henry Blun-
dell, Esquire,
deceased,
dated 24th
July 1809.

[Private.]

mersdale, Stephen Tempest, therein described, and since deceased, *Thomas Stonor*, therein described, and since deceased, *John Stonor*, therein described, and since deceased, and *Thomas Ridgway*, therein described, and since deceased, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence at the Time of his Decease, without Impeachment of Waste, in trust out of the Rents and Profits of the said Premises to pay his Debts, and also all such Annuities or Legacies as were mentioned in his said Will, or which he might bequeath by any Codicil or Instrument in Writing under his Hand; and the said Testator by his said Will declared, that it was his Will that his Trustees and Executors should not be answerable or accountable for any Losses that might happen in the Execution of his said Will, nor for the Monies or Securities disposed of by him, and that if they were at any Time called to any such Account, or should sustain any Expenses in respect thereof, the same, and also at all events all other their Costs and Expenses, should stand charged upon his said herein-before mentioned Manors and Hereditaments, and be paid out of the Rents and Profits thereof, and that so soon as all the Trusts of the said Term of Five hundred Years should be satisfied, and all the Charges and Expenses incident thereto should be discharged, the Remainder of the same Term should from thenceforth cease; and after the Determination of the said Term, and subject thereto and to the Trusts thereof, then, as to one undivided Moiety of his aforesaid Manors, Hereditaments, and Land Tax, he gave and devised the same unto and to the Use of his Daughter *Catherine*, then the Wife of the said *Thomas Stonor*, and since deceased, for her Life, without Impeachment of Waste; and after the Determination of that Estate in her Lifetime, to the Use of *William Hill*, in the said Will described, and since deceased, and the Reverend *George Vanburgh*, in the said Will also described, and since also deceased, and their Heirs, during the Life of his said Daughter *Catherine*, in trust to preserve the contingent Remainders therein-after limited, with Remainder after her Decease to the said *Thomas Stonor* for Life, without Impeachment of Waste; and after the Determination of that Estate in his Life, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Thomas Stonor*, in trust to preserve the contingent Remainders therein-after limited, with Remainder, after the Death of the Survivor of them the said *Catherine Stonor* and her said Husband, to the Use of their Second Son *Charles Stonor*, since deceased, for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Charles Stonor*, in trust to preserve the contingent Remainders therein-after limited; and after the Decease of the said *Charles Stonor*, to the Use of all and every Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of all and every the Daughter and Daughters of his Body lawfully issuing, as Tenants in Common in Tail General, with cross Remainders between the same Daughters in Tail General; and for default of such Issue, to the Use of *Thomas Stonor* the younger, now the Right Honourable *Thomas Lord Camoys*, the eldest Son of the said Testator's said Daughter *Catherine*, for his Life, without Impeachment of Waste; and after the
Determination

Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Thomas Stonor*, in trust to preserve the contingent Remainders therein-after limited, with Remainder, after the Death of the said *Thomas Stonor*, now *Thomas Lord Camoys*, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and in default of such Issue, to the Use of all and every the Daughter and Daughters of the said *Thomas Stonor*, now *Thomas Lord Camoys*, lawfully issuing, as Tenants in Common in Tail General, with cross Remainders between the same Daughters in Tail General; and for default of such Issue, to the Use of the Heirs of the Body of his the said Testator's Daughter *Catherine* by her said Husband; and in default of such Issue, to the Use of the Person or Persons who should for the Time being be entitled to the other Moiety of his said Manors, Hereditaments, and Land Tax, under the Limitation thereof contained in his said Will, and for the like Estates, and subject to the same Uses, Trusts, Powers, Provisoos, Restrictions, and Limitations as the same should stand limited by virtue thereof; and as to the other undivided Moiety of his said Manors, Hereditaments, and Land Tax, he gave and devised the same unto and to the Use of his Daughter *Elizabeth Tempest* for her Life, without Impeachment of Waste; and after the Determination of that Estate in her Lifetime, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of his said Daughter *Elizabeth Tempest*, in trust to preserve the contingent Remainders therein-after limited; and after her Death, to the Use of the said *Stephen Tempest*, the Husband of his said Daughter *Elizabeth*, for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Stephen Tempest*, in trust to preserve the contingent Remainders therein-after limited; and after the Decease of the Survivor of them his said Daughter *Elizabeth* and her said Husband, to the Use of *Charles Tempest*, now Sir *Charles Robert Tempest* of *Broughton* in the West Riding of the County of *York*, Baronet, (then the Second Son of his said Daughter *Elizabeth*,) if he should not then have succeeded to and be in the Possession of the Estate of his Father under the Settlement made on the Marriage of the said Testator's said Daughter *Elizabeth*, for his Life, or until he should succeed to the Possession of such Estate, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Charles Tempest*, or until he should so succeed, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *Henry Tempest*, then the Third Son of the said Testator's said Daughter *Elizabeth*, (if he should not then have succeeded to the Possession of such Estates,) for his Life, or until he should succeed to the Possession of such Estates, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George*

George Vanburgh, and their Heirs, during the Life of the said *Henry Tempest*, or until he should so succeed, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *John Tempest* (since deceased), Fourth Son of the said Testator's said Daughter *Elizabeth*, (if he should not then have succeeded to the Possession of such Estates,) for his Life, or until he should succeed to the Possession of such Estates, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *John Tempest*, or until he should so succeed, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *Walter*, Fifth Son of the said Testator's said Daughter *Elizabeth*, (if he should not then have succeeded to the Possession of such Estate,) for his Life, or until he should so succeed to the Possession of such Estates, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Walter Tempest*, and until he should succeed to the Possession of such Estates, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *Joseph*, Sixth Son of the said Testator's said Daughter *Elizabeth*, (if he should not then have succeeded to the Possession of such Estates,) for his Life, or until he should so succeed to the Possession of such Estates, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Joseph Tempest*, or until he should so succeed, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *Peter*, Seventh Son of the said Testator's said Daughter *Elizabeth*, (if he should not then have succeeded to the Possession of such Estates,) for his Life, or until he should so succeed to the Possession of such Estates, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Peter Tempest*, or until he should so succeed, in trust to preserve the contingent Remainders therein-after limited; and after his Decease without having succeeded to the Possession of such Estates, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively according

according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of *Stephen Tempest* the younger (since deceased), then the eldest Son of the said Testator's said Daughter *Elizabeth*, for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *William Hill* and *George Vanburgh*, and their Heirs, during the Life of the said *Stephen Tempest*, in trust to preserve the contingent Remainders therein-after limited; and after his Decease, to the Use of all and every the Son and Sons of his Body lawfully issuing, severally and successively, according to the Priority of their Births in Tail Male; and for default of such Issue, to the Use of all and every the Daughter and Daughters of his Body lawfully issuing, as Tenants in Common in Tail General, with cross Remainders between the same Daughters in Tail General; and for default of such Issue, to the Use of the Heirs of the Body of his the said Testator's said Daughter *Elizabeth* by her said Husband; and for default of such Issue, to the Use of the Person or Persons who should for the Time being be entitled to the other Moiety of his said Manors, Hereditaments, and Land Tax under the Limitations thereof contained in the said Testator's Will, herein-before mentioned, and for the like Estates, and subject to the same Uses, Trusts, Charges, Powers, Provisoos, Restrictions, and Limitations as the same should stand limited by virtue thereof; and the said Testator by his said Will declared it to be his Will, that any of the Sons of his said Daughters *Catherine* and *Elizabeth* should, whenever any of them should be Tenants for Life in possession of his said Manors and Hereditaments, or a Moiety thereof, have Power to charge the same with any annual Sum not exceeding One thousand Pounds, by Deed or Deeds of Settlement, for the Jointure in lieu of Dower of any Woman or Women any of them so in possession respectively might marry, and by Creation of a Term or Terms of Years, or such other Ways as are usual, to charge the same Premises or any Part thereof with any gross Sum not exceeding Ten thousand Pounds for making Provisions for Daughters or younger Children; and the said Testator by his said Will declared, that it was his Will that no Person, Tenant for Life in possession of any of his said herein-before mentioned Manors and Hereditaments, or of the Half Manor of *Lydiate*, and certain other Hereditaments by his said Will given and devised for the Time being, or any Part thereof, should have Power to grant any Lease of the same or any Part thereof for any Life or Lives, or for any longer Term or Terms than Seven or Eleven Years, under the best clear yearly Rents that could be had for the same, and not upon any Fine or Foregift; and the said Testator appointed the said *Edward* now Lord *Skelmersdale*, *Stephen Tempest*, *Thomas Stonor*, *John Stonor*, and *Thomas Ridgway*, Executors of his said Will; and the said Testator on the Twenty-fifth Day of *May* One thousand eight hundred and ten duly made and executed a Codicil to his said Will, but which Codicil did not in any Manner alter or revoke the said Devises herein-before mentioned: And whereas the said *Henry Blundell* departed this Life on the Twenty-eighth Day of *August* One thousand eight hundred and ten, without having altered or revoked his said Will and Codicil, which were shortly afterwards duly proved in the Prerogative Court of the Archbishop of *York* by the said *Edward* now Lord *Skelmersdale*, *Thomas Stonor*, and *Stephen Tempest*, Three

Codicil,
dated 25th
May 1810.

[Private.]

Deed Poll,
dated 10th
March 1812.

Decree of
Court of
Chancery,
directing
Issue as to
the Will of
Henry Blundell.

Verdict in
favour of
Will.

Order, dated
18th April
1815, estab-
lishing the
said Will.

Act 57 G. 3.
c. 29. for
Partition of
the Estates.

of the Executors therein named, Power being reserved to the said *John Stonor* and *Thomas Ridgway*, the other Two Executors therein named, to prove the same when they should come in and apply to do the same: And whereas the said *Henry Blundell* left his only Son *Charles Robert Blundell* of *Ince Blundell*, Esquire, his Heir at Law him surviving, and the said *Charles Robert Blundell* departed this Life on the Thirtieth Day of *October* One thousand eight hundred and thirty-seven, unmarried, leaving his Nephew the said *Thomas Lord Camoys* and his then only surviving Sister the said *Elizabeth Tempest* (since deceased) his Coheirs at Law, and on the Death of the said *Charles Robert Blundell* the said *Thomas Lord Camoys* and *Elizabeth Tempest* became the Coheirs at Law of the said Testator *Henry Blundell*, and the said *Thomas Lord Camoys* and the said Sir *Charles Tempest* Baronet, the eldest surviving Son of the said *Elizabeth Tempest*, now are the Coheirs at Law of the said Testator *Henry Blundell*: And whereas all the Debts of the said *Henry Blundell*, and all the Legacies bequeathed by his said Will, have long since been duly paid and satisfied, but some of the Annuities bequeathed by his said Will have not determined, and are still subsisting: And whereas the said *John Stonor*, by a Deed Poll in Writing, bearing Date the Tenth Day of *March* One thousand eight hundred and twelve, disclaimed the Devise, Estate, Interest, and Trust given to him by the said Will, and shortly afterwards departed this Life without having proved the said Will, or acted in execution thereof, and the said *Thomas Ridgway* departed this Life shortly after the said *John Stonor*, and without having proved the said Will: And whereas by a Decree made by the Right Honourable *John Lord Eldon*, then Lord High Chancellor of *Great Britain*, in a certain Cause then depending in the Court of Chancery, in which the said *Edward* now Lord *Skelmersdale*, *Stephen Tempest*, *Thomas Stonor*, and *Thomas Ridgway* were Plaintiffs, and the said *Charles Robert Blundell* and several other Persons were Defendants, Two Issues were directed to be tried at Law to determine the Validity of the said Will and Codicil, and the said Issues having been accordingly tried, and a Verdict found in favour of the Validity of the said Will and Codicil, the said Lord Chancellor, by a Decretal Order dated on the Eighteenth of *April* One thousand eight hundred and fifteen, declared the Will of the Testator *Henry Blundell* and the said Codicil well proved, and that the same ought to be established and the Trust thereof performed and carried into execution, and ordered the same accordingly: And whereas by an Act of Parliament made and passed in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making a Partition of the Estates of Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington, in the County Palatine of Lancaster, of the late Henry Blundell Esquire*, it was amongst other things enacted, that from and immediately after the passing of the said Act *Peregrine Towneley* and *Francis Witham*, in the said Act respectively named and described, and the Survivor of them, should be Trustees or Trustee for carrying the Partition or Division of the said Estates into execution, for which End, Intent, and Purpose it was by the said Act enacted, that it should be lawful for the said *Peregrine Towneley* and *Francis Witham*, or the Survivor of them, and they and he were and was thereby directed and required, to cause
a full

a full Particular to be drawn out of the said Manors or Lordships, purchased Land Tax, and other Hereditaments in *Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington* aforesaid, which were devised by the said Will of the said *Henry Blundell*, and were in the Schedule to the said Act more particularly mentioned and described, and of the Partition proposed to be made of the same, and to certify that they believed the same to be a fair, equal, just, and proper Partition, and to sign the same Particular and Certificate with their Names in their respective Handwriting, and thereupon the said *Thomas Stonor* and *Catherine* his Wife, or the Survivor of them, or other the Person or Persons who by virtue of the Limitations or Devises contained in the said Will of the said *Henry Blundell* should for the Time being be seised of or entitled to the actual Freehold of the Moiety first devised by the said Will of the said *Henry Blundell* of the Manors or Lordships, purchased Land Tax, and other Hereditaments of *Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington* aforesaid, if such Person or Persons should be of full Age, but if such Person or Persons should be under Age then his or her Guardian or Guardians or next Friend, and they the said *Stephen Tempest* and *Elizabeth* his Wife, or the Survivor of them, or other the Person or Persons who under the Limitations of the said Will of the said *Henry Blundell* should for the Time being be seised of or entitled to the actual Freehold of the Moiety secondly devised by the said Will of the said *Henry Blundell* of the Manors or Lordships, purchased Land Tax, and other Hereditaments of *Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington* aforesaid, if such Person or Persons should be of full Age, but if such Person or Persons should be under Age then his or her Guardian or Guardians or next Friend, should from Time to Time prefer to the Court of Chancery, in a summary Way, a Petition or Petitions for carrying the said Partition into execution, according to the true Intent and Meaning of the said Act; and it was by the said Act further enacted, that when and so soon as the said Court of Chancery should, upon any Petition or Petitions to be preferred in the Manner in the said Act mentioned and prescribed, approve of a Partition to be made in pursuance of the said Act of all or any Part of the said Manors or Lordships, purchased Land Tax, and other Hereditaments devised by the said Will of the said *Henry Blundell*, as therein mentioned, and should order or direct the same to be carried into execution, it might and should be lawful for the said *Peregrine Towneley* and *Francis Witham*, or the Survivor of them, and they and he were and was thereby authorized and required, by any Deed or Deeds or Instrument or Instruments in Writing, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, and to be approved of by His then Majesty's Attorney or Solicitor General, or by some Counsel to be appointed by them or him under his or their Hand or Hands, absolutely to revoke, determine, or make void all or any of the Uses, Limitations, Powers, Provisoos, and Declarations in and by the said Will of the said *Henry Blundell* expressed and contained of and concerning the said Manors or Lordships, purchased Land Tax, and other Hereditaments in *Lostock, Anderton, Heaton, Horwich, Rumworth, or Adlington* aforesaid, except the said Term of Five hundred Years, and the Trusts thereof, so far as the same Uses, Limitations,

tions, Trusts, Powers, Provisoos, and Declarations affected the Hereditaments so proposed to be partitioned, and by the same or any other Deed or Deeds, Instruments or Instuuments in Writing, so to be sealed and delivered and attested as aforesaid, to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments the Uses of which should be so revoked which it should be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate any such Partition and Division as aforesaid, so that the Hereditaments which upon such Partition should be allotted in lieu of either undivided Moiety should be limited, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations as immediately before the passing of the said Act would, if the same had not passed, have been subsisting undetermined or capable of taking effect in the undivided Moiety for which the same should be substituted, or as near thereto as the Deaths of Parties and other intervening Circumstances would admit: And whereas the said *Peregrine Towneley* and *Francis Witham*, in pursuance of the Directions and Authorities to them given by the said Act, caused a full Particular to be drawn out of the said Manors or Lordships, purchased Land Tax, and other Hereditaments in *Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington*, and proper Maps or Plans and Books of Reference to the said Maps or Plans to be made, and by a Writing under their Hands bearing Date the Twenty-fourth Day of *November* One thousand eight hundred and nineteen certified that the First and Second Schedules annexed to the said Writing contained, according to the best of their Belief, a fair, equal, just, and proper Partition of the same Estates, and they did thereby propose that the Manors or Lordships, purchased Land Tax, and other Hereditaments mentioned and contained in the said First Schedule to the said Writing annexed, should be allotted to the said *Thomas Stonor* and *Catherine* his Wife, and to other the Person or Persons who by virtue of the Limitations or Devises contained in the said Will of the said *Henry Blundell* should be seised of or entitled to the Moiety of the Manors or Lordships, purchased Land Tax, and other Hereditaments first devised by the said Will, if the said Act and the then intended Partition had not been made, and that the Manors or Lordships, purchased Land Tax, and other Hereditaments mentioned and contained in the said Second Schedule to the said Writing annexed should be allotted to the said *Stephen Tempest* the Father and *Elizabeth* his Wife, and to other the Person or Persons who by virtue of the Limitations and Devises contained in the said Will of the said *Henry Blundell* should be seised of or entitled to the Moiety of the said Manors or Lordships, purchased Land Tax, and other Hereditaments secondly devised by the said Will, if the said Act and the then intended Partition had not been made; and the said *Thomas Stonor* and *Catherine* his Wife and *Stephen Tempest* and *Elizabeth* his Wife on the Seventeenth Day of *December* One thousand eight hundred and nineteen, in such Manner as required by the said Act, preferred their Pétition to the Right Honourable the Master of the Rolls, praying that it might be referred to One of the Masters of the Court of Chancery to consider whether the Partition proposed to be made by the said Proposal and Certificate of the said *Peregrine Towneley*

Petition to
the Court of
Chancery to
approve of
proposed
Partition.

Towneley and *Francis Witham* was a fair, equal, just, and proper Partition, and that if the said Master should approve of the same, that the same might be carried into execution; and a Reference having been made by the said Court to One of the Masters, as prayed by the said Petition, and the said Master by his Report having certified that the said proposed Partition was a fair, equal, just, and proper Partition, and ought to be carried into execution, the said Court, by an Order dated the Twenty-first Day of *June* One thousand eight hundred and twenty-one, ordered and directed that the said proposed Partition should be then forthwith carried into execution: And whereas the said *Francis Witham* departed this Life in the Month of *November* One thousand eight hundred and twenty-seven, leaving the said *Peregrine Towneley*, his Co-trustee under the said Act of Parliament, him surviving: And whereas the said *Stephen Tempest* the younger died at *Rome* on the Twentieth Day of *January* One thousand eight hundred and twenty-two, unmarried, and his Father, the said *Stephen Tempest* the elder, departed this Life in the Month of *December* One thousand eight hundred and twenty-four, and thereupon the said *Sir Charles Robert Tempest* Baronet, in the said Will called *Charles Tempest*, the Second Son of the said *Elizabeth Tempest*, succeeded to the Possession of the Estates of his Father, under the Settlement made on the Marriage of the said *Elizabeth Tempest*, and thereupon *Henry Tempest* the Third Son, but then the Second surviving Son of the said *Elizabeth Tempest*, became entitled in remainder after the Decease of his said Mother to One Moiety of the said Estates so devised by the said Will: And whereas the said *Peregrine Towneley*, by a Deed Poll in Writing, duly signed, sealed, and delivered by him in the Presence of and attested by Two credible Witnesses, and dated on the Sixteenth Day of *March* One thousand eight hundred and thirty, in pursuance of and in exercise and execution of the Power and Authority to him for that Purpose given by the said Act of Parliament, absolutely revoked, determined, and made void all and every the Uses, Limitations, Powers, Provisoos, and Declarations in and by the said Will expressed and contained of and concerning the said Manors or Lordships, purchased Land Tax, or other Hereditaments, (except the said Term of Five hundred Years, and the Trusts thereof,) and in order to effectuate such Partition and Division as aforesaid limited, declared, directed, and appointed that the Manors or Lordships, purchased Land Tax, and other Hereditaments mentioned and described in the First Schedule to the said Deed Poll, with their Royalties, Rights, Members, and Appurtenances, should, from the Sixteenth Day of *March* One thousand eight hundred and thirty, remain and be to the several Uses, upon and for the several Trusts, Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Agreements, and Declarations in and by the said Will expressed and contained of and concerning the Moiety of the Manors or Lordships, purchased Land Tax, and other Hereditaments first devised by the said Will then subsisting or capable of taking effect, and that the Manors or Lordships, purchased Land Tax, and other Hereditaments mentioned and described in the Second Schedule to the said Deed Poll, with their Royalties, Rights, Members, and Appurtenances, should thenceforth remain and be to the several Uses, upon and for the several Trusts,

Order, dated 21st of June 1821, approving of proposed Partition.

Deed of Partition, dated the 16th of March 1830.

[Private.]

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Ends,

Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Agreements, and Declarations in and by the said Will expressed and contained of and concerning the Moiety of the same Manors or Lordships, purchased Land Tax, and other Hereditaments secondly devised by the said Will then subsisting or capable of taking effect: And whereas Six Acres Three Roods and Twenty-five Perches of the Land mentioned and comprised in the said Second Schedule to the said Deed Poll were demised by the said *Henry Blundell* upon Leases for long Terms of Years, the shortest of which Terms will not expire until the Year One thousand eight hundred and ninety, and Five Acres Three Roods and Fifteen Perches of the Land comprised and mentioned in the said Second Schedule to the said Deed Poll are occupied and used as and for public and other Roads, and as Plantations, and Eleven Acres Two Roods and Thirty-one Perches of the Land mentioned and comprised in the said Second Schedule to the said Deed Poll have, under the Authority of Three several Acts of Parliament, been taken for and are now used as Portions of Three several Railways: And whereas immediately after the making of the said Deed Poll the said *Catherine Stonor* entered into the sole Possession of the Manors, Hereditaments, and Premises mentioned and described in the First Schedule to the said Deed Poll, and the said *Elizabeth Tempest* entered into the sole Possession of the Manors, Hereditaments, and Premises mentioned in the Second Schedule to the said Deed Poll: And whereas the said *Thomas Stonor* died in the Lifetime of his said Wife the said *Catherine Stonor*, and the said *Catherine Stonor* departed this Life on the Thirty-first Day of *August* One thousand eight hundred and thirty four, leaving her said Sons *Thomas Stonor*, now *Thomas Lord Camoys*, and *Charles Henry Stonor*, in the said Will of the said *Henry Blundell* called *Charles Stonor*, and no other Son, and no Daughter, and no Issue of any other Son, and no Issue of any Daughter, her surviving; and upon the Death of the said *Catherine Stonor* the said *Charles Henry Stonor*, in pursuance of the Limitations in that Behalf contained in the said Will of the said *Henry Blundell*, and of the Provisions of the said Deed Poll, entered into Possession of the Manors, Hereditaments, and Premises mentioned and comprised in the First Schedule to the said Deed Poll, and continued to be seised in possession thereof up to the Time of his Decease; and the said *Charles Henry Stonor* had Issue One Son and Five Daughters, namely, *Charles Joseph Stonor* and *Mary Stonor*, *Emily Catherine Stonor*, *Frances Stonor*, *Clare Stonor*, and *Eugenia Mary Stonor*, who are now severally Infants under the Age of Twenty-one Years; and the said *Charles Henry Stonor* departed this Life on the Seventh Day of *February* One thousand eight hundred and forty: And whereas the said *Thomas Lord Camoys* has Issue (besides other Children) the Honourable *Thomas Edward Stonor* his eldest Son, who has attained his Age of Twenty-one Years: And whereas in the Year One thousand eight hundred twenty-nine the said *Henry Tempest* intermarried with *Jemima Trafford* Spinster, One of the Daughters of Sir *Thomas Joseph de Trafford* of *Trafford* in the County of *Lancaster*, Baronet, and there is Issue of such Marriage Three Sons and Three Daughters, namely, *Charles Henry Tempest*, *Stephen Francis Tempest*, and *Arthur Cicil Tempest*, and

Laura Ann Tempest, Jemima Monica Mildred Tempest, and Mildred Walburga Tempest, all of whom are Infants under the Age of Twenty-one Years: And whereas the said *Elizabeth Tempest* departed this Life on the Twenty-fifth Day of *April* One thousand eight hundred and forty-five, leaving Issue her surviving the said Sir *Charles Robert Tempest* Baronet, her eldest surviving Son, the said *Henry Tempest*, her Second surviving Son, *Walter Tempest*, her Third surviving Son, *Joseph Francis Tempest*, in the said Will of the said *Henry Blundell* called *Joseph Tempest*, her Fourth surviving Son, and *Thomas Peter Tempest*, her Fifth surviving but Seventh born Son, in the said Will of the said Testator called *Peter Tempest*, and *Stephen Tempest*, the eldest born Son, and *John Tempest*, the Fourth born Son of the said *Elizabeth Tempest*, severally departed this Life unmarried in the Lifetime of the said *Elizabeth Tempest*, and the said *Elizabeth Tempest* never had any other Son than the said *Stephen Tempest*, Sir *Charles Robert Tempest*, in the said Will called *Charles Tempest*, *Henry Tempest*, *John Tempest*, *Walter Tempest*, *Joseph Francis Tempest* (in the said Will called *Joseph Tempest*), and *Thomas Peter Tempest* (in the said Will called *Peter Tempest*); and the said Sir *Charles Robert Tempest* Baronet and the said *Thomas Peter Tempest* are severally unmarried; and the said *Walter Tempest* is married, but hath not any Issue; and the said *Joseph Francis Tempest* is married, and hath Issue Five Sons, namely, *Francis Roger Tempest*, *Piers Francis Gilliot Tempest*, *Alphonsus Joseph Francis Tempest*, *Wilfred Francis Tempest*, and *Wulstan Francis Tempest*, who are all Infants of tender Years, and under the Age of Twenty-one Years: And whereas under the Limitations contained in the said Will of the said *Henry Blundell*, and the Provisions of the said Deed Poll, the said *Henry Tempest*, on the Death of the said *Elizabeth Tempest*, entered into and is now in possession of the Manors, Hereditaments, and Premises comprised and mentioned in the Second Schedule to the said Deed Poll, and is seised thereof for an Estate for the Term of his natural Life: And whereas the said Term for Five hundred Years created by the said Will of the said *Henry Blundell* in the said Manors, Hereditaments, and Premises comprised and mentioned in the said Second Schedule to the said Deed Poll is subject to Three several Mortgage Debts for the respective Sums of Seven thousand one hundred Pounds, Two thousand three hundred and twenty-three Pounds Ten Shillings and Nine-pence, and Eight hundred and sixteen Pound Nineteen Shillings and Three-pence, making together the Sum of Ten thousand two hundred and thirty-seven Pounds Ten Shillings, which said Mortgage Debts were created under and are secured by the said Term of Five hundred Years created by the said Will of the said *Henry Blundell*; and the said Mortgages to the Amount and Extent of Ten thousand Pounds, by virtue of a certain Indenture dated on the Twelfth Day of *February* One thousand eight hundred and forty-six, and made between the said Right Honourable *Edward Lord Skelmersdale* of the First Part, *Charles Eyston*, therein described, of the Second Part, the said *Joseph Francis Tempest* and *George Eyston*, therein described, of the Third Part, the said *Henry Tempest* of the Fourth Part, and the Reverend *John Pedder* Clerk, Vicar of *Garstang* in the said County of *Lancaster*, the Reverend *James North* of *Liverpool* in the said County, Clerk,

Mortgages upon the Term for Five hundred Years affecting the Estates awarded to the said *Elizabeth Tempest* on the Partition.

and

Indenture of
Settlement
by Henry
Tempest,
dated 29th
May 1845.

and *John Forrest*, therein described, and since deceased, of the Fifth Part, are and is now vested in the said *John Pedder* and *James North*, and the Residue of the said Mortgage Debts, to the Amount of Two hundred and thirty-seven Pounds Ten Shillings, is now vested in the said *Henry Tempest*, and the said Mortgage Debts are the only Charges or Incumbrances upon or which affect the said Term of Five hundred Years of or in the Manors, Hereditaments, and Premises comprised or mentioned in the Second Schedule to the said Deed Poll, save such of the Annuities bequeathed and given by the said Will of the said *Henry Blundell* as are still subsisting and undetermined: And whereas by an Indenture bearing Date on the Twenty-ninth of *May* One thousand eight hundred and forty-five, and made between the said *Henry Tempest* of the First Part, *Jemima Tempest* of the Second Part, and *Charles Towneley* of *Towneley* in the County of *Lancaster*, Esquire, and Sir *John Gerard* of *New Hall* within *Ashton* in the said County, Baronet, of the Third Part, after reciting as therein is recited, and that the said *Henry Tempest* was desirous of performing the Covenants contained in a certain Indenture of the Third Day of *July* One thousand eight hundred and thirty, being the Indenture of Settlement executed in consideration of his said Marriage with the said *Jemima Tempest*, heretofore *Jemima Trafford*, and in consideration of his Love and Affection for his said Wife, he was desirous of charging the said Manors and Hereditaments comprised in the said Second Schedule to the said Deed Poll (except the Lands and Hereditaments comprised in the Second Schedule to the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and forty-five) with the annual Sum of Four hundred Pounds, in addition to the annual Sum of Six hundred Pounds by the said Indenture of the Third Day of *July* One thousand eight hundred and thirty covenanted to be so charged by him the said *Henry Tempest* for the Jointure of his said Wife, making together the annual Sum of One thousand Pounds, being the full Amount in which he the said *Henry Tempest* was empowered to charge the said Manors and Hereditaments for the Jointure of his Wife, he the said *Henry Tempest*, with the Privy and Approbation of the said *Jemima Tempest* his Wife, and also of the said *Charles Towneley* and Sir *John Gerard*, granted and confirmed unto the said *Charles Towneley* and Sir *John Gerard*, their Executors, Administrators, and Assigns, for and during the Term of the joint natural Lives of the said *Henry Tempest* and *Jemima* his Wife, One clear Annuity or yearly Rent-charge of Two hundred Pounds, to be issuing and payable out of and charged and chargeable upon all the said Manors or Lordships, purchased Land Tax, and other Hereditaments comprised in the said Second Schedule to the said Deed Poll, except as therein excepted, but without Prejudice to the said Three several Mortgage Debts, to have, receive, and take the said Annuity or yearly Rent-charge of Two hundred Pounds unto the said *Charles Towneley* and Sir *John Gerard*, their Executors, Administrators, and Assigns, for and during the Term of the joint natural Lives of them the said *Henry Tempest* and *Jemima* his Wife, upon trust that the said *Charles Towneley* and Sir *John Gerard* should pay the said Annuity or yearly Rent-charge of Two hundred Pounds into the proper Hands of the said *Jemima Tempest*, for her own sole and separate Use, free from the Power, Control, and Engagements

gagements of the said *Henry Tempest*, but without any Power to the said *Jemima Tempest* to charge or alien the same by way of Anticipation; and by the said Indenture the said *Henry Tempest*, in further pursuance of such his Covenant, and in exercise and execution of the Power or Authority in this Behalf given to him by the said Will of the said *Henry Blundell* and the said Deed Poll, and with the like Privity and Approbation of the said *Jemima Tempest*, *Charles Towneley*, and Sir *John Gerard*, charged and made chargeable all and singular the Manors, Hereditaments, and Premises comprised in the Second Schedule to the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, except as therein mentioned, subject nevertheless and without Prejudice to the said several Mortgages, with the clear Annuity or yearly Rent-charge of One thousand Pounds, in case the said *Jemima Tempest* should survive him the said *Henry Tempest*, for the natural Life of the said *Jemima Tempest*, to be issuing and payable out of the said Manors or Lordships, purchased Land Tax, and other Hereditaments by the said Indenture charged with the same, and to be paid and payable to the said *Jemima Tempest* and her Assigns during her Life by Four equal quarterly Payments in every Year, the first of such Payments to be made on such of the quarterly Days in the said Indenture mentioned as should first happen after the Decease of the said *Henry Tempest*, the said Annuity or annual Rent-charge to be in lieu, bar, and full Satisfaction of Dower, or Right and Title to Dower, and Free Bench or Customary Dower; and the said *Henry Tempest*, by the said Indenture, and in further pursuance of such his Covenant, and in exercise and execution of the Power or Authority in that Behalf given to him by the said Will of the said *Henry Blundell* and the said Deed Poll, with the like Privity and Approbation of the said *Jemima Tempest*, *Charles Towneley*, and Sir *John Gerard*, directed and appointed that all and singular the said Manors or Lordships, Hereditaments and Premises comprised in the said Second Schedule to the said Deed Poll, except as therein mentioned, together with their and every of their Rights, Members, and Appurtenances, should from and immediately after the Decease of the said *Henry Tempest* be and remain (subject and without Prejudice to the said several Mortgage Debts, and likewise to the Annuity or yearly Rent-charge of One thousand Pounds, by the said Indenture before charged on the said Manors and Hereditaments,) to the Use of the said *Charles Towneley* and Sir *John Gerard*, their Executors, Administrators, and Assigns, for the full Term of One thousand Years, to commence and be computed from the Day of the Death of the said *Henry Tempest*, without Impeachment of or for any manner of Waste, so far as the said *Henry Tempest* could grant Privilege or Exemption, nevertheless upon the Trusts, and subject to the Provisoes, Agreements, and Declarations therein-after expressed of and concerning the same, that is to say, upon trust that the said *Charles Towneley* and Sir *John Gerard*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should by and out of the Rents and Profits of the said Manors and Hereditaments, or by Mortgage, Sale, or other Disposition of the same or any of them, or any Part thereof, for all or any Part of the said Term of One thousand Years, levy and raise the Principal Sum of Ten thousand Pounds, with Interest for

[Private.]

the same from the Day of the Death of the said *Henry Tempest*, after the Rate of Four Pounds *per Centum per Annum*, and likewise all Costs and Expenses incidental to such Mortgage, Sale, or other Disposition, and should pay the said Principal Sum and Interest unto or between and among all and every the Child and Children of the said *Henry Tempest* (other than an eldest or only Son for the Time being), in equal Shares and Proportions, as Tenants in Common, if more than One, and if there should be but One such younger Child, then to such One Child alone, and that in case any One or more of the said younger Children of the said *Henry Tempest*, being a Son or Sons, should die under the Age of Twenty-one Years, or become an eldest or only Son, or being a Daughter or Daughters should die under the Age of Twenty-one Years, and without having been married, then and in every such Case as well the original Share or Shares of the Son or Sons so dying under Age or becoming an eldest or only Son, and of the Daughter or Daughters so dying under Age and without having been married, as the Share or Shares which should survive or accrue to him, her, or them by virtue of the said Provision in the said Indenture, should remain and be in trust for the other or others of the said Children (except an eldest or only Son for the Time being), if more than One, in equal Shares, as Tenants in Common, and if there should be but One such other Child, in trust for that One Child alone, with the usual Provisions for Maintenance out of the Interest of the said Sum of Ten thousand Pounds, in case all or any of the Children of the said *Henry Tempest* should be under Age at the Time of his Decease; and it was by the said Indenture declared, that the said *Charles Towneley* and Sir *John Gerard*, or the Survivor of them, or the Executors or Administrators of such Survivor, should not mortgage, sell, or dispose of the said Manors and Hereditaments comprised in the said Term of One thousand Years, unless and until some Child of the said *Henry Tempest* who should for the Time being be entitled to the said Sum of Ten thousand Pounds, or a Part or Share thereof, being a Son, should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry; and by the said Indenture the said *Henry Tempest* appointed, that when and so soon as the Trusts therein declared of and concerning the said Term of One thousand Years should have been fully performed or have become incapable of taking effect, and the said *Charles Towneley* and Sir *John Gerard*, their Executors, Administrators, and Assigns, should be fully satisfied all Costs, Charges, and Expenses incurred by them in the Execution of the said Trusts, then and immediately thereupon the said Term of One thousand Years should cease and be absolutely void, but subject and without Prejudice to any previous Disposition thereof which might have been made by the said *Charles Towneley* and Sir *John Gerard*, their Executors, Administrators, and Assigns: And whereas certain Portions of the Estates included in the said Second Schedule to the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, and of which the said *Henry Tempest* is now Tenant for Life in possession, as herein-before set forth, lie intermixed with the Lands of other Proprietors, and the Boundaries of the said Estate are irregular and ill-defined, and it would be greatly for the Advantage of the said *Henry Tempest* and the several other Persons beneficially interested

interested or to become beneficially interested in the said Estates under the said Will of the said *Henry Blundell*, if Power were given to the said *Henry Tempest*, with the Sanction of the Court of Chancery, to exchange such detached Lands for Lands and Hereditaments adjoining to the main Portion of the said Estates, and to make the Boundaries of the said Estate more regular and uniform, by exchanging, under the Sanction of the Court of Chancery, with the Proprietors of the adjoining Lands, such Parts of the said Estates as lie upon the Bounds thereof, and are intermixed with the Lands of such Proprietors, and to settle the Lands and Hereditaments so to be taken in exchange, or to be purchased with any Monies taken for Equality of Exchange, upon the same Limitations, and subject to the same Trusts, Provisions, Charges, and Incumbrances, as the Lands and Hereditaments so to be sold or exchanged are limited and subject to: And whereas there are under such of the said Lands in the said Townships of *Rumworth* and *Heaton* devised by the said Will of the said *Henry Blundell* as are comprised and mentioned in the First Schedule to this Act divers Mines of Coal and other Minerals, and it would be greatly for the Benefit and Advantage of the said *Henry Tempest* and other the Persons beneficially interested or to become beneficially interested in the said Estates under the said Will of the said *Henry Blundell* if the said *Henry Tempest* were authorized, with the Sanction of the Court of Chancery, 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 Premises mentioned and comprised in the said Second Schedule to the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, with the usual and proper Provisions and Restrictions: And whereas a considerable Portion of the said Estates in *Heaton* and *Rumworth* are in the immediate Vicinity of the Town of *Bolton*, which Town has of late much increased in Size and Importance, and the said Parts of the said Estates in the Neighbourhood of the Town of *Bolton*, and other Parts of the said Estates, have become of great Value, and are well suited for Building Purposes, and are capable of other Improvements, and advantageous Offers have been made to take Portions thereof for Building Purposes, and it is customary in the Neighbourhood of *Bolton*, and in the Part of the County of *Lancaster* in which the said Estates in *Heaton* and *Rumworth* are situate, to demise Land for Building Purposes for Nine hundred and ninety-nine Years, or other long Terms of Years, upon adequate and sufficient Ground or Chief Rents, and it would be greatly for the Advantage of the said *Henry Tempest* and other the Persons beneficially interested or to become beneficially interested in the said Estates under the Will of the said *Henry Blundell* if the said *Henry Tempest* were authorized to lease and demise for Terms of Years not exceeding Nine hundred and ninety-nine Years any Portions of the Lands mentioned and comprised in the Second Schedule to this Act for Building Purposes, upon the best Ground or Chief Rents which can reasonably be had for the same, and with the usual Provisions and Restrictions: And whereas under the said Will of the said *Henry Blundell* the said *Henry Tempest* is authorized to grant Leases for Terms not longer than Seven or Eleven Years, and by reason thereof the said *Henry*
Tempest

Power to
exchange
intermixed
Lands, and
to alter,
define, or
settle
Boundaries.

Tempest is unable to induce the present Tenants of the said Hereditaments and Premises in *Heaton* and *Rumworth* to lay out or expend the Capital necessary for the improved or due Cultivation of the said Estates, or to procure Persons to become Tenants thereof who will undertake to make the necessary Expenditure for such improved or due Cultivation, and it would be greatly to the Advantage of the said Estates, and for the Benefit of the said *Henry Tempest* and other the Persons beneficially interested or to become beneficially interested in the said Estates under the Will of the said *Henry Blundell*, if the said *Henry Tempest* were authorized to grant Farming Leases of the said Estates for Terms of Twenty-one Years in possession, at the best improved yearly Rents, and with and under the usual and proper Covenants, Provisions, and Restrictions: And whereas the several Objects and Purposes herein-before referred to cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Henry Tempest*, on behalf of himself and his said infant Sons *Charles Henry Tempest*, *Stephen Francis Tempest*, and *Arthur Cicil Tempest*, the said *Jemima Tempest*, the Wife of the said *Henry Tempest*, and the said Sir *John Gerard* and *Charles Towneley*, 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 *Henry Tempest* during his Life, and after his Death for the Person who for the Time being and from Time to Time shall be entitled under the Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in possession in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act, being the greater Part of the Hereditaments and Premises mentioned and comprised in the said Second Schedule to the said Deed Poll of the Sixteenth Day of *March* One thousand eight hundred and thirty, until some Person shall be seised of an Estate in Fee Simple in possession of and in the said Hereditaments and Premises, to exchange all or any Parts of the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the said Second Schedule to this Act which lie intermixed with or are wholly or partially surrounded by or adjoin the Lands or Premises of any Person or Persons, or lie upon the Bounds of or now constitute or form Parts or a Part of the Boundary of the said Hereditaments and Premises in *Heaton* and *Rumworth*, with any Person or Persons, for Freehold Lands, Messuages, 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 Estates in *Heaton* and *Rumworth*, 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

any Contract for Exchange of the said Hereditaments and 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 *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty 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 or Parts thereof, already made, or before any such Exchange or Exchanges as aforesaid to be made, and to alter, define, or settle, by Exchange or Agreement with any Person or Persons seised or possessed of Lands or other Hereditaments adjoining to the said Hereditaments and Premises in *Heaton* and *Rumworth*, the Bounds or Boundary Line of the Lands or other Hereditaments of such Person or Persons, and of the said Hereditaments and Premises in *Heaton* and *Rumworth* devised by the said Will of the said *Henry Blundell*: Provided nevertheless, that no Exchange shall be made, and no Bounds or Boundary Line altered, defined, or settled, under the Powers herein-before contained, except with the Approbation and under the Direction of Her Majesty's High Court of Chancery, to be had and obtained in the Manner herein-after provided.

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

II. 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 Second 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 to an Account entitled "*Ex parte* the Estates of *Henry Blundell* Esquire, deceased, in *Heaton* and *Rumworth*," 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.

Monies produced by Exchange to be paid into the Bank of England

III. And be it further enacted, That it shall be lawful for the said *Henry Tempest* during his Life, and after his Decease for the Person or Persons who for the Time being and from Time to Time shall, [Private.]

Power to raise by Mortgage any Money under required to

be paid for
Equality of
Exchange.

under the Limitations contained in the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth Day of *March* One thousand eight hundred and thirty, be entitled to an Estate for Life or greater Estate in possession in the said Hereditaments and Premises in *Heaton* and *Rumworth*, and he and they are hereby authorized to charge upon or to raise by way of Mortgage, either in Fee or for a Term of Years, of or upon the whole or any Portion of the Hereditaments and Premises comprised and mentioned in the Second Schedule to this Act, as herein-after provided, any Sum or Sums of Money which may be required to be paid for Equality of Exchange: Provided nevertheless, that no such Charge shall be made, and no Money shall be raised by way of Mortgage or otherwise, under the Powers herein-before contained, except with the Approbation and under the Direction of Her Majesty's High Court of Chancery, to be had and obtained as herein-after provided.

Power to
lease Mines.

IV. And be it further enacted, That it shall and may be lawful for the said *Henry Tempest* during his Life, and after his Death for the Person who for the Time being and from Time to Time shall be entitled under the Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in the said Hereditaments and Premises mentioned and comprised in the said First Schedule to this Act, 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 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 mentioned and comprised in the said First 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, 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 First Schedule to this Act, and to erect, build, and construct such Steam Engines, Furnaces,
Mills,

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, Waggon, 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, and 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

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 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

said 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.

V. 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 said *Henry Tempest*, and after his Decease, until some Person shall be seised of or entitled to an Estate in Fee Simple of and in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the said First Schedule to this Act, to the Person or Persons who for the Time being and from Time to Time shall be entitled, under the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, to an Estate for Life or greater Estate in possession in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the said First Schedule to this Act, if such Person or Persons shall then be of full Age, but if not then of full Age, then, and until he or they shall attain the Age of Twenty-one Years, to the Guardian or Guardians of such Person or Persons; and that it shall be lawful for the said *Henry Tempest*, and other the Person or Persons who for the Time being and from Time to Time shall be entitled under the said Will and the said Deed Poll to an Estate for Life or greater Estate in the said Hereditaments and Premises, to retain and keep, for their and his own Use and Benefit, Three equal Fourth Parts of such Rents and Royalties, after allowing for the reasonable Costs and Charges of collecting and receiving the same; and that the said *Henry Tempest*, and other the Person or Persons who under the Provisions herein-before contained shall be entitled to receive the said Rents and Royalties, shall pay the remaining One Fourth Part of such Rents and Royalties 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 the Account herein-before mentioned, and to be intituled "*Ex parte* the Estates of *Henry Blundell* Esquire, deceased, in *Heaton* and *Rumworth*," in like Manner, as far as may be, as is herein-before

Application
of Rents re-
ceived under
Mining
Leases.

[Private.]

directed concerning the Monies to arise from any Exchange hereby authorized to be made.

Power for
Recovery
of Mining
Rents.

VI. And be it further enacted, That the said *Henry Tempest*, and other the Person and Persons for the Time being to whom such Mining Rents and Royalties are herein-before directed to be in the first instance paid as aforesaid, shall have full Power and Remedy for the Recovery thereof by Distress or otherwise, notwithstanding the Existence of the said Term for Five hundred Years created by the said Will of the said *Henry Blundell*, or the Terms of Years created or purported to be created by the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and forty-five, and in the same Manner as if the said Terms and every of them had ceased and determined.

Power from
Time to
Time to enter
into new
Covenants
as to Mining
Leases.

VII. And be it further enacted, That the said *Henry Tempest*, and other the Persons aforesaid, may from Time to Time enter into and accept any new Covenants, Stipulations, and other Provisions in relation to any Mines or Minerals leased as aforesaid, or any Lands and Hereditaments, Liberties, Licences, Powers, Authorities, Easements, or Privileges connected therewith, with and from any Person or Persons for the Time being entitled to the Benefit of any Lease which shall have been made of such Mines or Minerals by virtue of this Act, and by way of Addition to or Explanation or Alteration of all or any of the Covenants, Stipulations, or Provisions in such Lease contained, yet nevertheless so that such Lease shall, when so added to, explained, or altered, be conformable to the Provisions of this Act, and so that the Lessee execute a Counterpart of every Deed to be executed in pursuance of this present Provision: Provided also, that no Mining Lease 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, to be obtained in the Manner herein-after provided.

No Mining
Lease to be
made except
with the Ap-
probation of
the Court.

Power to
authorize
the granting
of Building
Leases for
999 Years
of the Pre-
mises com-
prised in
the Second
Schedule.

VIII. And be it further enacted, That from and after the passing of this Act it shall and may be lawful for the said *Henry Tempest* during his Life, and after his Death for the Person or Persons entitled under the Limitations contained in the said Will of the said *Henry Blundell* and of the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in the said Hereditaments and Premises in *Heaton* and *Rumworth*, 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 Nine hundred and ninety-nine Years, in possession, all or any Part or Parts of the Lands and Hereditaments particularly mentioned and comprised in the said Second 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,

Buildings, on any Part of the said Lands and Hereditaments mentioned and comprised in the said Second 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 Terraces, Squares, Crescents, 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, 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 upon Mining Leases, as herein-before provided, of the said Lands and Hereditaments comprised in the Second Schedule to this Act, or (so far as any Reservation in any Mining or other Lease which shall have been previously made of any Part of the said Lands and Hereditaments comprised in such Second Schedule will authorize) 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 Lands 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 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

Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to defray or 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 Second 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 Second 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 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, 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 least of the Value thereof in some or one of the Offices of Insurance in *London, Westminster, Liverpool, or Manchester*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, Warehouses, Workshops, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to surrender

render 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, 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 or granting such Lease shall seem fit, that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained, (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed

Leases to contain a Proviso for Re-entry.

[Private.]

9 a

upon

Counterpart
of Leases to
be executed.
Payment of
Rent may be
deferred,
and Rent
may be in-
creased
periodically.

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 of the 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 Second 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.

IX. 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 *primâ facie* Evidence that such Counterpart was executed.

Leases may
be made on
Surrender
of former
Leases.

X. 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 such Person or Persons are and is hereby authorized and empowered to accept and take the Surrender of any such Lease, whether the same has been heretofore granted, or whether the same be granted by or under the Authority of this Act, or otherwise; 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

XI. Provided always, and be it further enacted, That it shall be lawful for the said *Henry Tempest* during his Life, and after his Death for the Person who for the Time being and from Time to Time shall be entitled under the Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in possession

possession in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act, until some Person shall be seised of an Estate in Fee Simple in possession of and in the said Hereditaments and Premises, if such Person shall be of the Age of Twenty-one Years, and 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 mentioned and comprised in the Second Schedule to this Act 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 the Consent and Approbation of Her Majesty's High Court of Chancery, to be obtained in the Manner herein-after mentioned and provided, 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 Person or Persons shall deem reasonable or convenient.

Leases, or by a general Deed enrolled.

XII. Provided always, and be it further enacted, That it shall be lawful for the said *Henry Tempest* during his Life, and after his Death until some Person shall be seised of an Estate in Fee Simple in possession of and in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act, or such of them as shall not have been exchanged away under the Powers of this Act, for the Persons who for the Time being and from Time to Time shall be entitled under the said Will of the said *Henry Blundell* and the said Deed Poll to an Estate for Life or greater Estate in possession in the said Hereditaments and Premises in *Heaton* and *Rumworth*, 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

Contracts may be entered into for granting Leases.

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 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 clearly 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 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 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 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.

Every Contract to contain a Clause of Re-entry.

XIII. Provided always, 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

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.

XIV. 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 Leases, &c. may be made.

XV. 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 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

New Agreements may be entered into with Persons having Contracts, by way of Addition to or Explanation of such Contracts.

[Private.]

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

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 Contracts 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.

XVI. 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 which have heretofore been granted or which may be granted by virtue of this Act, in any Case in which from 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; provided that such Lease or Leases, when so confirmed, shall be conformable with the Powers and Provisions of this Act.

Power to grant Rack-rent Leases for 21 Years, without Fine, of the Premises comprised in the Second Schedule.

XVII. Provided always, and be it enacted, That it shall be lawful for the said *Henry Tempest* during his Life, and after his Death, until some Person shall be seised of an Estate in Fee Simple in possession of and in the said Hereditaments and Premises in *Heaton* and *Rumworth* devised by the said Will of the said *Henry Blundell*, and comprised in the said Second Schedule to the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, (other than the Part or Parts thereof which shall have been exchanged under the Provisions of this Act,) for the Person who for the Time being and from Time to Time shall be entitled under the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in the said Hereditaments and Premises in *Heaton* and *Rumworth*, if such Person shall be of full Age, and 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 Deed, duly executed and attested, to lease all or any Part or Parts of the said Hereditaments and Premises mentioned and comprised in the said Second Schedule to this Act, other than the Parts thereof which shall have been exchanged under the Provisions of this Act, to any Person whomsoever, for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in possession within Three Calendar Months next after the making of the Lease,

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and

and not otherwise in reversion or by way of other future Interest, so that in every such Lease there be reserved and made payable the best improved yearly Rent which can at the Time of making such Lease be reasonably had for the same, and so that such Rent be made payable half-yearly or oftener, and so that every such Lease be made without taking any Fine or Foregift, or anything in the Nature thereof, for or in respect of the making of the same, and so that there be therein contained a Proviso for Re-entry on Nonpayment for Twenty-one Days of the Rent thereby reserved, and so that the respective Lessees be not made dispunishable for Waste, and enter into sufficient Covenants for the Payment of their respective Rents, and execute Counterparts of their respective Leases.

XVIII. And be it further enacted, That it shall be lawful for the said *Henry Tempest* during his Life, and after his Decease, until some Person shall be seised of an Estate in Fee Simple in possession of and in the Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act, other than the Part or Parts thereof which shall have been exchanged under the Provisions of this Act, for the Person who for the Time being and from Time to Time shall be entitled under the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in the said Hereditaments and Premises in *Heaton* and *Rumworth*, and he and they are hereby authorized and empowered, with the Approbation and under the Direction of Her Majesty's High Court of Chancery, to be obtained in the Manner herein-after provided, (but subject to and without Prejudice to the said Term for Five hundred Years created by the said Will of the said *Henry Blundell*, and the several Charges charged upon or affecting the same, and the said Charges created by the said Indenture of Settlement of the Twenty-ninth of *May* One thousand eight hundred and forty-five,) to borrow and take up at Interest such Sum or Sums of Money as may be required to be paid for Equality of Exchange under the Powers of Exchange herein-before granted and provided, and the Costs, Charges, and Expenses of or attending the preparing, obtaining, and passing of this Act, and such other Costs, Charges, and Expenses as the said Court may order or direct to be paid, as herein-after mentioned, and to secure the same by One or more Mortgage or Mortgages of all or any of the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act (other than such Part or Parts thereof as shall have been exchanged under the Provisions herein-before contained), or a competent Part or competent Parts thereof, and for effecting such Mortgage or Mortgages to convey or demise the same Hereditaments and Premises (save as aforesaid), or any of them, or any Part or Parts thereof, unto any Person or Persons or Body or Bodies Politic or Corporate willing to advance such Sum or Sums of Money, or any Person or Persons in trust for him, her, or them, and his, her, or their Heirs, Executors, Administrators, Successors, or Assigns, either in Fee Simple or for any Term or Terms of Years, and that the Sum and Sums of Money to be so levied and raised by Mortgage as aforesaid shall be paid or applied in such Manner as the said Court shall order or direct, and that the

Power to raise such Money by Mortgage as may be required to be paid for Equality of Exchange, and for Expenses of obtaining this Act, &c.

Payment

Payment or Application of such Sum or Sums of Money pursuant to any Order or Direction of the said Court shall be a full and effectual Discharge to the Persons or Person paying or advancing such Money pursuant to such Order or Direction, and such Persons or Person, and their, his, or her Heirs, Executors, Administrators, Successors, and Assigns, shall not afterwards be answerable for the Misapplication or Nonapplication of the same Money or any Part thereof.

Provision for Payment of the Interest on the Money to be borrowed on Mortgage, and for forming an accumulating Fund for the Purpose of paying off the Capital.

XIX. And be it enacted, That, until the whole of the Monies which shall be borrowed on Mortgage under the Provisions of this Act, and the Interest for the same, and all Costs incurred in relation thereto or attendant thereon, shall be fully paid or satisfied, or until some Person shall be seised of an Estate in Fee Simple in possession of and in the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the Second Schedule to this Act, the said *Henry Tempest* during his Life, and after his Decease the Person who for the Time being and from Time to Time shall be entitled under the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty to an Estate for Life or greater Estate in the said Hereditaments and Premises in *Heaton* and *Rumworth* (save such Part or Parts thereof as shall have been exchanged under the Authority of this Act), shall, from and out of the Rents, Issues, and Profits of the said Hereditaments and Premises, or a competent Part thereof, yearly and every Year pay by half-yearly Payments to the Party or Parties, or Body or Bodies Politic or Corporate, entitled to receive the same, the Sum or Sums of Money which shall be due as and for Interest upon the Mortgage or Mortgages by this Act authorized to be made or created, and shall also from and out of the said Rents and Profits pay, free and clear of all Taxes, Charges, and Deductions whatsoever, yearly at the End of each Year from the Day or Days respectively on which any Sum or Sums of Money borrowed on Mortgage as aforesaid shall be advanced, into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the said High Court of Chancery, to the said Account intitled "*Ex parte* the Estates of *Henry Blundell* Esquire, deceased, in *Heaton* and *Rumworth*," such a Sum or such Sums of Money as shall be equal to One Twenty-eighth Part of the Sum or Sums of Money so borrowed on Mortgage under the Authority and Provisions of this Act, until the whole of the Monies borrowed on Mortgage as aforesaid, and the Interest thereof, and all the Costs, Charges, and Expenses incurred in relation thereto or attendant thereupon, shall be repaid or satisfied.

Application of Monies paid into the Bank of *England*.

XX. And be it further enacted, That all the said Monies so to be paid into the Bank of *England* by the said *Henry Tempest* and other the Persons aforesaid, and all Monies to be paid into the Bank of *England* for Equality of Exchange, as herein-before provided, as soon after the same are paid in as conveniently may be, shall be invested by the said Accountant General in the Public Stocks or Funds of *Great Britain*, in his Name, and to the Account aforesaid and all Dividends and Income which shall arise and be paid upon the Stocks or Funds in or upon which the said Monies shall be invested,

vested, when the said Dividends or Income shall amount to a sufficient Sum, shall be invested in similar Stocks or Funds, in the Name of the said Accountant General, to the said Account, until the Stocks or Funds in which the said Monies and Accumulations shall be invested shall amount to a sufficient Sum to repay and satisfy the whole of the Monies borrowed on Mortgage as aforesaid, and all Interest (if any) which may be due and owing thereon, and all Costs, Charges, and Expenses incurred in relation to or attendant upon the said Mortgage or Mortgages, and the Repayment and Discharge thereof, or otherwise in relation thereto.

XXI. And be it further enacted, That when the said Monies and Accumulations which shall be invested in the Public Stocks or Funds as aforesaid shall amount to a sufficient Sum to pay and discharge the Monies borrowed on any Mortgage or Mortgages under the Provisions of this Act, it shall be lawful for the said High Court of Chancery, and the said Court is hereby authorized and required, upon a Petition to be preferred to the said Court in the Manner herein-after provided, to direct and order, in such Manner as to the said Court shall seem proper, the Repayment of such Monies out of or by the Sale of the said Public Stocks or Funds or a competent Part thereof; and that it shall also be lawful for the said Court, and the said Court is hereby authorized and required, upon a Petition being preferred in the Manner herein-after provided, to order and direct, in such Manner as to the said Court may seem proper, the Repayment from Time to Time of any Part or Parts of the Monies borrowed on Mortgage under the Provisions of this Act, out of or by a Sale of the said Public Stocks or Funds in which the said Monies so to be paid in and accumulated shall be invested, or a competent Part thereof, although a Fund sufficient to satisfy and pay the whole of the Monies which may have been borrowed on Mortgage as aforesaid shall not have been accumulated, provided that such Repayment or a Part or Parts of the Monies borrowed on Mortgage be made with the Consent of the Person or Persons possessed of, interested in, or entitled to such Mortgage or Mortgages.

Provision for Repayment of the Money borrowed on Mortgage.

XXII. And be it further enacted, That all Sum and Sums of Money which shall be paid into the Bank of *England* in the Name of the Accountant General in the Manner herein-before directed, or the Public Stocks or Funds in which the same and the herein-before mentioned Accumulations shall be invested, shall, as soon as conveniently may be after all the Monies to be borrowed upon Mortgage as aforesaid, and all Interest due thereon, and all Costs, Charges, and Expenses incurred in relation thereto or attendant thereupon, shall be fully paid and satisfied thereout, and the Costs, Charges, and Expenses herein-after mentioned are also paid thereout, upon Petition, to be preferred to the said Court in the Manner herein-after directed, be laid out and invested, under the Direction of the said Court, in the Purchase of Freehold 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 Estates in *Heaton* and *Rumworth*, or of Copyhold or Customary Lands, Tenements, or Hereditaments of an Estate of Inheritance in possession conveniently

Monies paid into the Bank, after Payment of Mortgage Debts, to be invested in the Purchase of Lands, to be settled.

[Private.]

situatè 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 Hereditaments and Premises so to be purchased as aforesaid, and all the Hereditaments and 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 Limitations, Intents, and Purposes, and with, under, and subject to the Powers, Provisoës, Declarations, and Conditions, to, upon, for, with, under, and subject to which the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act, which shall not have been exchanged under or by virtue of this Act, would at the Time of such Purchase or Purchases, Exchange or Exchanges, have stood settled or been subject or liable under or by virtue of the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, or to, upon, for, with, under, and subject to such and so many of the same Limitations, Intents, and Purposes, Powers, Provisoës, Declarations, and Conditions, as shall be then subsisting undetermined or capable of taking effect.

Application of Interest of Money paid into the Bank until invested in the Purchase of Lands.

XXIII. And be it further enacted, That after all Monies borrowed upon Mortgage under the Authority of this Act, and all Interest thereon, and all Costs, Charges, and Expenses in relation thereto, and the Costs, Charges, and Expenses by this Act authorized and directed to be paid, shall have been fully paid and satisfied, by or out of the Monies by this Act directed to be paid into the Bank of *England*, in the Name of the Accountant General, to the Account hereinbefore mentioned, or out of the Stocks or Funds in or upon which such Monies, and the Accumulations hereinbefore mentioned, shall be invested, until a proper Purchase or proper Purchases shall be found, as hereinbefore directed, the Dividends or Income of the said Stocks or Funds which shall from Time to Time stand in the Name of the said Accountant General to the Account aforesaid, when and as the same shall become due and be payable, shall, by the Order and Direction of the said High Court of Chancery, to be obtained upon a Petition to be preferred in the Manner herein-after provided, be paid to the Person or Persons who for the Time being shall under the said Will of the said *Henry Blundell* and the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty be entitled to an Estate for Life or greater Estate in possession in the said Hereditaments and Premises in *Heaton* and *Rumworth* (save such Parts thereof as may have been exchanged under the Authority of this Act), until some Person shall be seised of or entitled to an Estate in Fee Simple in possession of and in the said Hereditaments and Premises; and when and so soon as any Person or Persons shall be seised of an Estate in possession of and in the said Hereditaments and Premises the said Stocks and Funds then standing in the Name of the Accountant General to the aforesaid Account shall, by the Order and Direction of the said Court of Chancery, to be obtained upon a Petition to be preferred by him, her, or them in the Manner herein-after provided, be transferred to such Person or Persons.

Provision for the ultimate Disposal of Monies in Court.

XXIV. And

XXIV. And be it further enacted, That the Costs, Charges, and Expenses which shall be incurred in relation to the Exchange or Exchanges hereby authorized, and the Execution of the several other Powers and Directions of this Act relating to the said Hereditaments and Premises in *Heaton* and *Rumworth* mentioned and comprised in the said Second Schedule to the said Deed Poll of the Sixteenth of *March* One thousand eight hundred and thirty, or any Part or Parts thereof, and the Monies to arise from the Exchange of Part or Parts thereof, shall be borne and paid out of the Monies which shall be paid into the Bank, with the Privity of the Accountant General, to the Account and in the Manner herein-before provided, after the Monies borrowed upon Mortgage, and all Interest due thereon, and all Costs, Charges, and Expenses incident thereto or attendant thereupon, shall have been fully paid and satisfied out of the said Monies so paid into the Bank, or out of the Public Stocks or Funds in which the said Monies and the herein-before mentioned Accumulations shall have been invested.

Provision for Payment of Costs of Exchange, &c.

XXV. And be it further enacted, That it shall be lawful for the said High 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 which have been or shall be incurred in or relating to the preparing, obtaining, and passing of this Act, and the Costs, Charges, and Expenses of or attendant upon or incident to the making of the Mortgages hereby authorized to be made, and all other Costs, Charges, and Expenses herein-before directed to be paid, 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 Lands or Hereditaments as aforesaid, or for Equality of Exchange, 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 the Costs, Charges, and Expenses to be paid out of the Monies to be borrowed upon Mortgage as herein-before provided, out of such Monies so to be borrowed upon Mortgage, and for the Payment of all the other Costs, Charges, and Expenses as aforesaid out of the Monies which shall be paid into the Bank as aforesaid, or out of the Stocks or Funds in which the same shall be invested as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Orders or Order in relation to the Premises as the said Court shall think fit.

Court of Chancery may make Orders for taxing Costs of the Act, &c.

XXVI. And be it further enacted, That all Orders and Directions of the said Court of Chancery to be made or given under the Authority or for the Purposes of this Act shall or may be made or given upon Petition to be preferred to the said Court in a summary Way in the Matter of this Act by the said *Charles Towneley*, *Sir John Gerard*, or *Henry Tempest*, or by any other Person or Persons interested in the said Hereditaments and Premises in *Heaton* and *Rumworth*

All Orders and Directions of the Court of Chancery to be made upon Petition in a summary Way.

worth mentioned and comprised in the Second Schedule to this Act (save such Parts thereof as may have been given in exchange under the Authority of this Act) for the Time being subject to the Limitations of the said Will of the said *Henry Blundell*, either in possession, remainder, or reversion, or if such Person or Persons shall be an Infant or Infants, then by the Guardian or Guardians of such Infant or Infants.

Act not to prejudice or affect the Term of 500 Years created by the Will of Henry Blundell.

XXVII. And be it further enacted, That nothing contained in this Act shall in any Manner determine, prejudice, or affect the said Term for Five hundred Years in the Hereditaments and Premises devised by the said Will of the said *Henry Blundell*, or the Rights, Interest, or Title of any Person or Persons, being entitled to or claiming any Charge, Lien, Incumbrance, Annuity, Rent-charge, or other Interest under or by virtue of the said Term.

Act not to extend to certain Portions of Two Closes lying on the East Side of the Brook called the Bessey Brook.

XXVIII. And whereas by an Order made by the Right Honourable the Vice Chancellor of *England*, dated on the Twenty-sixth Day of *June* One thousand eight hundred and forty-nine, and made in a certain Cause wherein the said *Charles Joseph Stonor*, by his next Friend, is Plaintiff, and *Sophia Charlotte Stonor*, the Widow of the said *Charles Henry Stonor*, and several other Persons, are Defendants, it was referred to the Master in Ordinary of the High Court of Chancery to whom the said Cause stood referred to inquire and report to the said Court whether it would be for the Benefit of the said *Charles Joseph Stonor*, the infant Plaintiff in the said Cause, and of the said *Mary Stonor*, *Emily Catherine Stonor*, *Frances Stonor*, *Clare Stonor*, and *Eugenia Mary Stonor*, severally Infants, and Defendants in the said Cause, that they should respectively consent to the passing of this Act of Parliament; and the said Master to whom the said Cause stood referred, by his Report dated on the Tenth of *July* One thousand eight hundred and forty-nine, certified and found, that it would be for the Benefit of the said infant Plaintiff *Charles Joseph Stonor*, and of the said infant Defendants *Mary Stonor*, *Emily Catherine Stonor*, *Frances Stonor*, *Clare Stonor*, and *Eugenia Mary Stonor*, that this Act should be passed, upon Condition that it should be thereby provided that nothing contained in this Act shall in any Manner affect the Rights and Interests of the said infant Plaintiff and the said infant Defendants in such Parts of the Two Closes numbered Sixty-two and Sixty-three in the *Horwich* Map made on the herein-before mentioned Partition of the Estates devised by the said Will of the said *Henry Blundell*, situate on the East Side of a certain Brook or Stream called the *Bessey Brook*; and by an Order made by the Right Honourable the Vice Chancellor of *England* in the said Cause of *Stonor* versus *Stonor*, and dated on the Eleventh Day of *July* One thousand eight hundred and forty-nine, the said Master's said Report was absolutely confirmed; and it was ordered, that *William Joseph Amherst* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, Barrister at Law, should be and he was by the said Order appointed Guardian to the said infant Plaintiff and the said infant Defendants, for the Purpose of consenting to this Act, upon Condition that it should be thereby provided that this Act shall not in any Manner affect the Right of the infant Plaintiff or the Rights of

the said infant Defendants, or any or either of them, as to such Parts (if any) of the Two Closes numbered respectively Sixty-two and Sixty-three in the *Horwich* Map made on the Partition of the Estates in the said Master's Report mentioned as are situate on the East Side of the said *Bessey Brook*: Be it therefore enacted, That nothing in this Act contained shall extend, or be deemed, held, or construed to extend, to a certain Portion of a Close, Part of a certain Farm called *Lostock Park Farm*, and numbered Sixty-two in the Maps or Plans and Books of Reference made in order to the said herein-before mentioned Partition of the said Estates of the said *Henry Blundell*, which said Portion of the said Close is stated to be situate on the East Side of a certain Brook or Stream called the *Bessey Brook*, and to contain Two Roods and Thirty-two Perches, or to a certain Portion of another Close, Part of the said Farm, and numbered Sixty-three in the said Maps or Plans and Books of Reference, which said last-mentioned Portion is stated to be situate on the East Side of the said Brook or Stream, and to contain Two Acres and Sixteen Perches, or the Right or Title of the said *Henry Tempest* or of the said *Charles Joseph Stonor* to the said Two Portions of the said Two Closes or either of them.

XXIX. And whereas the said *Walter Tempest* is now in *Italy*: Be it therefore enacted, That this Act shall not nor shall anything herein contained be construed, deemed, or taken to affect, be conclusive upon, or in any Manner bind the said *Walter Tempest*, his Heirs, Issue, Executors, Administrators, or Assigns, until the said *Walter Tempest* shall signify his Consent to this Act by Writing under his Hand, and attested by One or more credible Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Two Years from the passing of this Act, and may be given in the Form or to the Effect following; that is to say,

Walter Tempest not bound by this Act till his Consent is obtained.

‘ I, Walter Tempest, one of the younger Sons of Stephen Tempest, late of Broughton Hall in the County of York, Esquire, deceased, do hereby consent to an Act of Parliament made and passed in the Twelfth and Thirteenth Years of the Reign of Her most Excellent Majesty Queen Victoria, intituled “ An Act to authorize the granting of Building Leases of Parts of the Estates devised by the Will of the late Henry Blundell, Esquire, situate in the Townships of Heaton and Rumworth in the County of Lancaster, and to lease Coal and other Mines, and to grant Farming Leases for Twenty-one Years of Lands within the said Townships, and for other Purposes,” so far as the same Act can or may affect or concern me, my Heirs, Issue, Executors, Administrators, or Assigns, or any Person or Persons claiming or to claim by, from, or under me.’

XXX. 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 *Edward Lord Skelmersdale*, *Sir John Gerard*, and *Charles Towneley*, as such Trustees as aforesaid, the said *Henry Tempest*, the said *Charles Henry Tempest*, *Stephen Francis Tempest*, and *Arthur Cicil Tempest*,

General Saving.

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Tempest, the Sons of the said *Henry Tempest*, and the Heirs Male of the Bodies of such Sons, and all and every other the Son and Sons (if any) of the said *Henry Tempest*, and the Heirs Male of the Body and respective Bodies of such Son or Sons, the said *Jemima Tempest*, the Wife of the said *Henry Tempest*, and the said *Laura Ann Tempest*, *Jemima Monica Mildred Tempest*, and *Mildred Walburga Tempest*, the Daughters of the said *Henry Tempest*, and all and every other the Daughter and Daughters and younger Son and younger Sons (if any) of the said *Henry Tempest*, the said *Walter Tempest*, and his Issue, Male and Female, (if any,) the said *Joseph Francis Tempest*, and *Francis Roger Tempest*, *Piers Francis Gilliot Tempest*, *Alphonsus Joseph Francis Tempest*, *Wilfred Francis Tempest*, and *Wulstan Francis Tempest*, Sons of the said *Joseph Francis Tempest*, and their Issue Male, and all and every other Sons and Son (if any) of the said *Joseph Francis Tempest*, and their and his Issue Male, and the Daughters and Daughter (if any) of the said *Joseph Francis Tempest*, and the said *Thomas Peter Tempest*, and his Issue, Male and Female, (if any,) and the said Sir *Charles Robert Tempest*, and his Issue, Male and Female, (if any,) and the said *Thomas Lord Camoys*, *Thomas Edward Stonor*, *Charles Joseph Stonor*, *Mary Stonor*, *Emily Catherine Stonor*, *Frances Stonor*, *Clare Stonor*, and *Eugenia Mary Stonor*, and all and every other the Trustees or Trustee for the Time being of or under the said recited Will, and in respect of all their Estate and Interest whatsoever, and all and every other the Person or Persons to whom any Estate, Right, Title, Interest, and Inheritance shall have been devised or bequeathed, or descended or devolved, or shall descend or devolve, under or by virtue of the said recited Will of the said *Henry Blundell*, and the right Heirs of the said Testator,) all such Estate, Right, Title, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments and Premises mentioned and comprised in the said Schedules to this Act, or either of them, as they, every or any of them, might have had in case this Act had not been passed.

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

XXXI. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Present annual Value.			Township, Parish, and County.
		A.	R.	P.	£	s.	d.	£	s.	d.	
House, Buildings, and Land called Featherstone's.	Adamson, John -	29	2	19	56	0	0	56	0	0	In the Township of Heaton, Parish of Dean, and County of Lancaster.
Do. do. do. Part of Har-rabins.	Boardman, William	12	3	6	30	0	0	30	0	0	
Do. do. do. called Old Harts.	Brown, John -	45	1	38	55	0	0	55	0	0	
Do. do. do. called Old Hall	Dixon, William and John.	155	1	25	210	0	0	210	0	0	
Do. do. do. called Little School.	Green, John - -	27	3	33	38	0	0	38	0	0	
Do. do. do. called Seddons	Green, Nathaniel -	40	2	1	64	0	0	64	0	0	
Do. do. do. called Lane House.	Hodkinson, Andrew.	20	3	28	30	0	0	30	0	0	
Do. do. do. called Raven Hurst.	Heaton, Isaac -	46	2	4	66	0	0	66	0	0	
Do. do. do. called Hod-skinsons.	Heaton, Elizabeth	54	1	7	92	0	0	92	0	0	
Do. do. do. called Oliver Stoness.	Heaton, William -	44	3	39	78	0	0	78	0	0	
Do. do. do. called Eatocks	Haslam, William -	75	2	8	115	0	0	115	0	0	
Do. do. do. Part of Oliver Stones's.	Hornby, John -	8	0	30	17	0	0	17	0	0	
Do. do. do. called Bryans -	Law, John - -	31	1	24	50	0	0	50	0	0	
Do. do. do. called Yate Fold	Lee, Thomas -	67	0	22	73	0	0	73	0	0	
Do. do. do. called New Hall	Lee, Joseph - -	90	2	6	130	0	0	130	0	0	
Do. do. do. called Dob Hill	Law, Elizabeth -	40	2	6	66	10	0	66	10	0	
Do. do. do. called Yate Fold	Longworth, Jane -	26	3	36	56	0	0	56	0	0	
Do. do. do. called Horse Hey.	Makinson, Matthew	26	0	34	33	0	0	33	0	0	
Do. do. do. called Grundy's	Mason, Thomas -	56	3	13	85	0	0	85	0	0	
Do. do. do. called Atkin-son's.	Morris, John -	49	1	32	80	0	0	80	0	0	
Do. do. do. called Thurs-ton's	Morris, David -	15	1	39	25	0	0	25	0	0	
Do. do. do. called Oliver Stones's	Markland, Thomas	39	3	20	82	0	0	82	0	0	
Do. do. do. called Oliver Morris's	Markland, John -	45	3	29	71	0	0	71	0	0	
Do. do. do. called Forster's	Hough, Richard -	92	2	36	140	0	0	140	0	0	
Do. do. do. called Lower House.	Ormrod, Ellen -	39	2	26	60	0	0	60	0	0	
Do. do. do. called Clough	Pendleberry, Ger-rard.	109	2	36	130	0	0	130	0	0	
Do. do. do. called Rant's -	Pendleberry, Alice	39	1	38	68	0	0	68	0	0	
Do. do. do. called Harra-bin's.	Pendleberry, Wil-liam.	75	2	18	116	0	0	116	0	0	
Do. do. do. called Long-shawford.	Pilkington, John -	60	3	33	65	0	0	65	0	0	
Do. do. do. called Harper's	Ramel, James -	47	0	0	62	0	0	62	0	0	
Do. do. do. called Usher-wood's.	Taylor, John -	18	2	4	27	0	0	27	0	0	
Do. do. do. called Har-wood's.	Winstanley, Henry	45	1	38	50	0	0	50	0	0	
House and Lands, Part of New Hall.	Walsh, James -	12	0	26	25	0	0	25	0	0	

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Present annual Value.			Township, Parish, and County.
		A.	R.	P.	£	s.	d.	£	s.	d.	
House and Lands called Lomax's.	Davis, William -	1	0	0	—			15	0	0	In the Township of Rumworth, Parish of Dean, and County of Lancaster.
House, Buildings, and Land called Pye Greave and Broad Gate.	Butterworth, Samuel.	20	1	1	46	0	0	46	0	0	
Do. do. do. called Forster's	Charnock, John -	73	2	23	120	0	0	120	0	0	
Do. do. do. called Honger Hill.	Cooper, Joseph -	55	3	7	87	0	0	87	0	0	
Do. do. do. called Lomax's	Booth, Richard -	14	1	4	40	0	0	40	0	0	
Do. do. do. called Moody Fold.	Green, William -	60	2	29	110	0	0	110	0	0	
Do. do. do. called Carlisle Fold.	Gerrard, William, jun.	51	3	18	96	0	0	96	0	0	
Land, Part of Moody Fold	Gerrard, William, sen.	19	2	28	35	0	0	35	0	0	
House, Buildings, and Land, called Broad Gate.	Gerrard, Thomas, jun.	10	1	2	26	0	0	26	0	0	
House, Buildings, and Land, called Honger Hill.	Hibbert, Joseph -	55	3	7	75	0	0	75	0	0	
Do. do. do. called Seddon Fold.	Hibbert, Wright -	59	0	35	84	0	0	84	0	0	
Do. do. do. called Moorside	Hibbert, James -	8	0	0	22	0	0	22	0	0	
Do. do. do. called North Moorside.	Hibbert, Samuel -	61	1	32	90	0	0	90	0	0	
Do. do. do. called Bank Tops.	Horrocks, James -	8	3	34	23	0	0	23	0	0	
Do. do. do. called Broad Gate.	Hough, James -	46	0	27	100	0	0	100	0	0	
Do. do. do. called Bank Tops	Marsh, James -	24	3	3	57	0	0	57	0	0	
Do. do. do. called Higher Moorside.	Markland, William, jun.	30	1	39	50	0	0	50	0	0	
Public House, Buildings, and Land, called King's Head Inn.	Markland, Wright -	19	2	11	70	0	0	70	0	0	
Cottage and Garden at Fern Hill Gate.	Morris, Martha -	0	0	4	2	15	0	2	15	0	
Do. do. at Fern Hill Gate -	Pasquil Wright -	0	0	8	3	0	0	3	0	0	
Do. do. at Fern Hill Gate -	Unoccupied -	0	0	2	3	0	0	3	0	0	
House, Buildings, and Land called Fern Hill Gate.	Ralphs, Thomas -	1	0	0	7	0	0	7	0	0	
Do. do. do. called Grundies	Smith, Richard -	73	2	18	115	0	0	115	0	0	
Land, Part of Seddon Fold	Smith, James -	4	0	39	8	0	0	8	0	0	
House, Buildings, and Land, called Hulm Barn.	Windward, Ralph -	59	3	30	98	0	0	98	0	0	

William Davis.

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The SECOND SCHEDULE to which the foregoing Act refers.

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Present annual Value.			Township, Parish, and County.
		A.	R.	P.	£	s.	d.	£	s.	d.	
House, Buildings, and Land, called Featherstones.	Adamson, John -	29	2	19	56	0	0	56	0	0	In the Township of Heaton, Parish of Dean, and County of Lancaster.
Do. do. do. Part of Har-rabins.	Boardman, William	12	3	6	30	0	0	30	0	0	
Do. do. do. called Old Harts.	Brown, John -	45	1	38	55	0	0	55	0	0	
Do. do. do. called Old Hall	Dixon, William and John.	155	1	25	210	0	0	210	0	0	
Do. do. do. called Little School.	Green, John -	27	3	33	38	0	0	38	0	0	
Do. do. do. called Seddons	Green, Nathaniel -	40	2	1	64	0	0	64	0	0	
Do. do. do. called Lane House.	Hodkinson, Andrew.	20	3	28	30	0	0	30	0	0	
Do. do. do. called Raven Hurst.	Heaton, Isaac -	46	2	4	66	0	0	66	0	0	
Do. do. do. called Hodskins-sons.	Heaton, Elizabeth -	54	1	7	92	0	0	92	0	0	
Do. do. do. called Oliver Stones's.	Heaton, William -	44	3	39	78	0	0	78	0	0	
Do. do. do. called Eatocks	Haslam, William -	75	2	8	115	0	0	115	0	0	
Do. do. do. Part of Oliver Stones's.	Hornby, John -	8	0	30	17	0	0	17	0	0	
Do. do. do. called Bryans -	Law, John - -	31	1	24	50	0	0	50	0	0	
Do. do. do. called Yate Fold.	Lee, Thomas -	67	0	22	73	0	0	73	0	0	
Do. do. do. called New Hall	Lee, Joseph -	90	2	6	130	0	0	130	0	0	
Do. do. do. called Dob Hill.	Law, Elizabeth -	40	2	6	66	10	0	66	10	0	
Do. do. do. called Yate Fold.	Longworth, Jane -	26	3	36	56	0	0	56	0	0	
Do. do. do. called Horse Hey.	Makinson, Mat- thew.	26	0	34	33	0	0	33	0	0	
Do. do. do. called Grundy's	Mason, Thomas -	56	3	13	85	0	0	85	0	0	
Do. do. do. called Atkin-sons.	Morris, John -	49	1	32	80	0	0	80	0	0	
Do. do. do. called Thurs-tons.	Morris, David -	15	1	39	25	0	0	25	0	0	
Do. do. do. called Oliver Stones's	Markland, Thomas	39	3	20	82	0	0	82	0	0	
Do. do. do. called Oliver Morris's.	Markland, John -	45	3	29	71	0	0	71	0	0	
Do. do. do. called Forster's	Hough, Richard -	92	2	36	140	0	0	140	0	0	
Do. do. do. called Lower House.	Ormrod, Ellen -	39	2	26	60	0	0	60	0	0	
Do. do. do. called Clough -	Pendleberry, Ge- rard.	109	2	36	130	0	0	130	0	0	
Do. do. do. called Rants -	Pendleberry, Alice	39	1	38	68	0	0	68	0	0	
Do. do. do. called Harra-bins.	Pendleberry, Wil- liam.	75	2	18	116	0	0	116	0	0	
Do. do. do. called Long-shawford.	Pilkington, John -	60	3	33	65	0	0	65	0	0	
Do. do. do. called Harpers	Ramel, James -	47	0	0	62	0	0	62	0	0	
Do. do. do. called Usher-wood's.	Taylor, John -	18	2	4	27	0	0	27	0	0	
Do. do. do. called Har-woods.	Winstanley, Henry	45	1	38	50	0	0	50	0	0	
House and Lands, Part of New Hall.	Walsh, James -	12	0	26	25	0	0	25	0	0	

[Private.]

Description of Property.	Tenants Names.	Acreage.			Annual Rent.			Present annual Value.			Township, Parish, and County.
		A.	R.	P.	£	s.	d.	£	s.	d.	
House and Lands called Lomax's.	Davis, William -	3	2	10	-	-	-	20	0	0	In the Township of Rumworth, Parish of Dean, and County of Lancaster.
Land on Dean Moor -	Boardman, Peter -	15	3	20	18	0	0	18	0	0	
Land on Dean Moor -	Boardman, John -	7	1	23	13	2	0	13	2	0	
House, Buildings, and Land called Pye Greave and Broad Gate.	Butterworth, Samuel.	20	1	1	46	0	0	46	0	0	
Do. do. do. called Forsters	Charnoch, John -	73	2	23	120	0	0	120	0	0	
Do. do. do. called Honger Hill.	Cooper, Joseph -	55	3	7	87	0	0	87	0	0	
Do. do. do. called Lomax's	Booth, Richard -	28	1	4	72	0	0	72	0	0	
Do. do. do. called Moody Fold.	Green, William -	60	2	29	110	0	0	110	0	0	
Do. do. do. called Carlisle Fold.	Gerrard, William, jun.	51	3	18	96	0	0	96	0	0	
Land, Part of Moody Fold	Gerrard, William, sen.	19	2	28	35	0	0	35	0	0	
House, Buildings, and Land, called Broad Gate.	Gerrard, Thomas, jun.	10	1	2	26	0	0	26	0	0	
Land, called Smithy Hillock	Gerrard, Thomas, sen.	5	2	21	10	0	0	10	0	0	
House, Buildings, and Land, called Honger Hill.	Hibbert, Joseph -	55	3	7	75	0	0	75	0	0	
Do. do. do. called Seddon Fold.	Hibbert, Wright -	59	0	35	84	0	0	84	0	0	
Do. do. do. called Moorside	Hibbert, James -	32	0	27	51	0	0	51	0	0	
Do. do. do. called North Moorside.	Hibbert, Samuel -	61	1	32	90	0	0	90	0	0	
Daub Hill Gardens -	Hume, Simon -	3	0	19	5	14	0	5	14	0	
House, Buildings, and Land, called Bank Tops.	Horrocks, James -	8	3	34	23	0	0	23	0	0	
Do. do. do. called Broad Gate	Hough, James -	46	0	27	100	0	0	100	0	0	
Do. do. do. called Bank Tops	Marsh, James -	24	3	3	57	0	0	57	0	0	
Do. do. do. called Higher Moorside.	Markland, William, jun.	36	1	39	62	0	0	62	0	0	
Do. do. do. called Lower Moorside.	Markland, William, sen.	50	1	39	50	0	0	50	0	0	
Public House, Buildings, and Land, called Kings Head Inn.	Markland, Wright	19	2	11	70	0	0	70	0	0	
Cottage and Garden at Fern Hill Gate.	Morris, Martha -	0	0	4	2	15	0	2	15	0	
Do. do. at Fern Hill Gate -	Pasquil, Wright -	0	0	8	3	0	0	3	0	0	
Do. do. at Fern Hill Gate -	Unoccupied -	0	0	2	3	0	0	3	0	0	
Land on Dean Moor -	Ormrod, Thomas -	5	0	32	4	15	9	4	15	9	
House, Buildings, and Land, called Fern Hill Gate.	Ralphs, Thomas -	9	0	6	15	0	0	15	0	0	
Do. do. do. called Grundies	Smith, Richard -	73	2	18	115	0	0	115	0	0	
Land, Part of Seddon Fold -	Smith, James -	4	0	39	8	0	0	8	0	0	
House, Buildings, and Land, called Hulm Barn.	Windward, Ralph	59	3	30	98	0	0	98	0	0	

William Davis.