



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap 13.

An Act for extending Powers created by the Will of *John Watson Barton* deceased, and for enabling Sales and Leases to be made of Lands subject to his Will; and for other Purposes.

[7th August 1851.]

WHEREAS *John Watson Barton*, late of *Stapleton* in the County of *York*, and of *Saxby* in the County of *Lincoln*, Esquire, now deceased, during his Lifetime claimed to be entitled to the Fee Simple of the Lands in the Township of *Swinton*, near *Manchester* in the County Palatine of *Lancaster*, which are specified in the First Schedule to this Act annexed, and are hereinafter referred to as the *Swinton Estate*, and also of Two undivided Third Parts of the Lands at *Blackstock* in the Township of *Chorlton-upon-Medlock*, also near *Manchester*, which are specified in the Second Schedule to this Act annexed, and are hereinafter referred to as the *Blackstock Estate*; and *Henry Barton*, now of *Rangemoor* in the County of *Stafford*, Esquire, claimed to be entitled to the Fee Simple of the remaining undivided Third Part of the *Blackstock Estate*: And whereas the said *John Watson Barton*, before making his Will hereinafter recited, conveyed such Parts of the *Swinton Estate*

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as are specified in the First Part of the First Schedule, and which are herein-after referred to as the conveyed Parts of the *Swinton* Estate, to *James Holt Heron*, in Fee Simple, subject to such Rentcharges as appear by that Schedule, and which were limited in Fee Simple to the said *John Watson Barton*; and the said *John Watson Barton* concurred with the said *Henry Barton* in conveying the Entirety of the *Blackstock* Estate to *Robert Henry Wilson* and *Cornelius Randall* in Fee Simple, subject to such Rentcharges as appear by that Schedule, and which were limited in Fee Simple to the said *John Watson Barton* and *Henry Barton* respectively, as appears by that Schedule: And whereas the several Deeds of Conveyance by which the conveyed Parts of the *Swinton* Estate and of the *Blackstock* Estate were conveyed contained Powers of Distress, and Entry and Perception of Rents, for the Recovery of the Rentcharges, if in arrear, and Covenants by the respective Grantees for the Payment of the Rentcharges, and for the Erection of Buildings of a specified Value for better securing the due Payment thereof, but there was not in any of the Conveyances a Proviso for Re-entry in case of Nonpayment of the Rentcharge, or Nonperformance of the Covenants: And whereas the Testator *John Watson Barton*, by his last Will and Testament in Writing, dated the First Day of *February* One thousand eight hundred and thirty-eight, gave and devised all his Real Estates whatsoever and wheresoever, and of what Nature or Kind soever, with the Appurtenances, and all his Estate, Right, and Interest therein, unto the said *Henry Barton*, and *James Hope* and *John Hope*, both of the City of *Edinburgh*, Esquires, and which Three Persons are herein-after in the Preamble of this Act called the Trustees of the Will, their Heirs and Assigns, as to certain Hereditaments situate at *Saxby*, to the Use of *Thomas Heywood*, *Henry Robinson*, and *Richard Barton* the younger, their Executors, Administrators, and Assigns, for the Term of One thousand Years from the Day of the Testator's Death, without Impeachment of Waste, upon the Trusts thereby declared for raising and satisfying all such Part of his Debts, and Funeral and Testamentary Expenses, and such of the Annuities, Legacies, and Sums of Money by his Will bequeathed, as the Residue of his Personal Estate should be insufficient to satisfy; and as to those Hereditaments, subject to that Term, and the Trusts thereof, and as to all other the Real Estate thereby devised, with the Appurtenances, to the Use of the Testator's eldest Son *John Hope Barton* and his Assigns for Life, sans Waste, with Remainder to the Use of the Trustees of the Will, and their Heirs, during the Life of the said *John Hope Barton*, upon trust to preserve contingent Uses, with Remainder to the Use of the first and every other Son of the said *John Hope Barton* severally and successively, according to Seniority, in Tail Male, with Remainder to the Use of the second and every other subsequently born Son of the Testator, severally and successively,

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cessively, according to Seniority, and his Assigns, for Life, sans Waste, with Remainder to the Use of the Trustees of the Will, and their Heirs, during the Life of the same respective Sons, upon trust to preserve contingent Uses, with Remainder to the Use of the first and every other Son of such Son, severally and successively, according to Seniority, in Tail Male, to the Intent that every elder of the Testator's Sons, and his first and other Sons, and the Heirs Male of the Body and respective Bodies of such first and other Sons, should take before any younger of the Testator's Sons, and his first and other Sons, and the Heirs Male of the Body and respective Bodies of such last-mentioned first and other Sons; with Remainder to the Use of the Testator's eldest Daughter *Mary Jane Barton* and her Assigns for Life, sans Waste, with Remainder to the Use of the Trustees of the Will, and their Heirs, during her Life, upon trust to preserve contingent Uses, with Remainder to the Use of her first and every other Son, severally and successively, according to Seniority, in Tail Male, with Remainder to the Use of the second and every other subsequently born Daughter of the Testator, severally and successively, according to Seniority, and her Assigns, for Life, sans Waste, with Remainder to the Use of the Trustees of the Will, and their Heirs, during the Life of the same respective Daughters, upon trust to preserve contingent Uses, with Remainder to the Use of the first and every other Son of such Daughters, severally and successively, according to Seniority, in Tail Male, to the Intent that every elder of such Daughters, and her first and other Sons, and the Heirs Male of the Body and respective Bodies of such first and other Sons, should take before any younger of such Daughters, and her first and other Sons, and the Heirs Male of the Body and respective Bodies of such last-mentioned first and other Sons; with Remainder to the Use of the Testator's own right Heirs for ever; and the Testator declared that it should be lawful for such of his Sons or Daughters respectively as should for the Time being be Tenant for Life in Possession under the Limitations therein contained, and for the Trustees of the Will, and the Survivors or Survivor of them, his Executors or Administrators, at their or his own Discretion, during the Minority or respective Minorities of any other Person or Persons for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said Hereditaments, from Time to Time, by any Indenture or Indentures to be by him, her, or them executed in the Presence of and attested by Two or more Witnesses, to limit or appoint by way of Demise or Lease all or any Part or Parts of the said Hereditaments therein-before devised to any Person or Persons, for any Term not exceeding Twenty-one Years, in possession and not in reversion, so that there should be reserved in every such Lease the best or most improved yearly Rent or Rents to be incident to the immediate Reversion of the same Hereditaments that could be reasonably gotten for the same, without taking any
Fine,

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Fine, Premium, or Foregift for the making thereof, and so that there should be contained in every such Lease a Proviso for Re-entry on Nonpayment of the Rent to be thereby reserved for the Space of Thirty Days after the same should become due, and so that the Person or Persons respectively to whom any such Lease should be made as aforesaid should execute a Counterpart thereof, and covenant for due Payment of the Rent thereby reserved, and the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, should not be dispunishable for Waste; and the Testator declared, that it should be lawful for the Trustees of the Will, or the Survivors or Survivor of them, his Executors or Administrators, at the Request and by the Direction in Writing of such of the Testator's Sons and Daughters respectively as should for the Time being be Tenant for Life in possession, under the Limitations therein-before contained, and at their or his own Discretion, during the Minority or respective Minorities of any other Person or Persons who should happen to become entitled in possession to the same Hereditaments, under the Limitations therein-before contained, during such his, her, or their Minority or respective Minorities, to join and concur with the Person or Persons for the Time being entitled to or empowered to make Partition of the other undivided Part or Share, Parts or Shares, of and in any Hereditaments, an undivided Part or Share or undivided Parts or Shares whereof was or were therein-before devised, in making a Partition or Division of the Entirety of the same Hereditaments, or any of them, and to pay any Sum or Sums of Money for Equality of Partition out of the Funds, if any, which should be vested in them or him by virtue of any of the Powers therein-before contained, or to charge and secure the Payment of such Sum or Sums of Money, and the Interest thereof, upon the Allotment to be made in lieu of the Testator's said undivided Part or Share, Parts or Shares, or to accept any Sum or Sums of Money for Equality of Partition, or any similar Security or other Real Security for the Payment thereof with Interest; and the Testator declared, that it should be lawful for the Trustees of the Will, or the Survivors or Survivor of them, his Executors or Administrators, at the Request and by the Direction in Writing of such of the Testator's Sons or Daughters respectively as should for the Time being be Tenant for Life in possession under the Limitations therein-before contained, and at their or his own Discretion, during the Minority or respective Minorities of any other Person or Persons who should happen to become entitled in possession to the same Hereditaments under the Limitations therein-before contained, during such his or her or their Minority or respective Minorities, to sell or dispose of all or any Part of the Hereditaments and Premises therein-before devised in Fee Simple in possession to any Person or Persons whomsoever, for such Price or Prices in Money as to the Trustees of the Will, or

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the Survivor or Survivors of them, his Executors or Administrators, should seem reasonable, or to exchange the same Hereditaments and Premises respectively for any other Manors, Messuages, Lands, or Hereditaments in *England* or *Wales*, and that upon every such Exchange it should be lawful for the Trustees of the Will, or the Survivors or Survivor of them, his Executors or Administrators, to pay or receive any Sum or Sums of Money for Equality of Exchange; and the Testator thereby directed, that the Trustees of the Will, or the Survivors or Survivor of them, his Executors or Administrators, should apply the Monies to arise by such Sale or Sales, or to be received for Equality of Partition or Exchange as aforesaid, in or towards Payment and Satisfaction of the Incumbrances, if any, which at the Time of his Decease should or might affect any of the Hereditaments therein-before devised, and also in or towards Payment and Satisfaction of any Principal Money which should have been charged thereon by virtue of any of the Powers therein contained, and should lay out and invest the Residue of the said Monies in the Purchase of other Freehold Hereditaments in possession, to be situate in *England* or *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple, or in the Purchase of Lands of Copyhold or Leasehold Tenure, convenient to be held with the Freehold Hereditaments so to be purchased, or any of the Hereditaments thereby devised, so that every such Purchase should be made at the Request and by the Direction in Writing of such of the Testator's Sons or Daughters as should for the Time being be Tenant for Life in possession under the Limitations therein-before contained; and the Testator thereby declared, that the Trustees of the Will, or the Survivors or Survivor of them, his Executors or Administrators, should settle and assure the Freehold and Copyhold or Leasehold Hereditaments to be from Time to Time purchased as aforesaid, or cause the same Hereditaments respectively, and also the Hereditaments respectively to be given in lieu of or in exchange for the Hereditaments to be partitioned or exchanged under the Powers therein-before contained, or either of them, to be settled and assured to the same Uses and subject to the same Powers and Provisions as were thereby limited concerning the Hereditaments respectively therein-before devised, or which should have been created by virtue of any of the same Powers, or as near thereto as might be, and the Nature of the Property and other Circumstances would admit of; and the Testator empowered the Trustees of the Will, and the Survivors and Survivor of them, his Executors and Administrators, to invest in the Parliamentary Stocks or Public Funds of *Great Britain*, and other Government Securities of the United Kingdom, and upon Real Securities in the United Kingdom, the Monies to arise by Sales of the Hereditaments thereby made saleable, and to be received for Equality of Partition and Exchange, until such Monies should be laid out in the

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Purchase of Hereditaments as thereby directed, and to vary and transpose such Stocks, Funds, and Securities; and the Testator declared, that, notwithstanding any of the Uses, Trusts, Powers, and Provisions therein-before contained, in case the Trustees of the Will, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should in their or his Discretion conceive that it would be advisable to sell any of the Lands and Premises in *Lancashire* thereby made saleable, for building upon, in consideration of yearly Rents, or partly in consideration of yearly Rents and partly in consideration of Sums of Money in gross, then and in such Case it should be lawful for the Trustees of the Will, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, at such Times, and from Time to Time, and in such Manner as they or he should think proper, to sell, release, convey, and assure such of the Lands and Premises in *Lancashire* as they or he might prefer selling in that Way unto any Person or Persons, and his, her, or their Heirs and Assigns, or as he, she, or they should direct, absolutely in Fee, for building upon, or for Courts, Gardens, Plantations, Pleasure Grounds, Roads, and other Conveniences, as an Appendage to Buildings, under and in consideration of such yearly, chief, reserved, or other Rent or Rents, or partly in consideration of a Rent or Rents and partly in consideration of a Sum of Money in gross, as to the Trustees of the Will, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should seem fit, so that the Rent or Rents should be reserved and made payable by Two or more Portions in the Year, and so as the Purchaser or Purchasers should be bound by Covenants to build, upon some Part of the Lands and Premises so purchased by him, her, or them for that Purpose, such Erections and Buildings as might be sufficient, in the Opinion of the Trustees of the Will, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, to secure the Payment of the Rent or Rents to be reserved and made payable, and so as in every such Release, Conveyance, and Assurance there should be contained the usual Powers of Distress, Entry, and Perception of Rents in case of Nonpayment or undue Payment of the Rent or Rents to be reserved and made payable as aforesaid, and so as the proper Party in each such Conveyance and Assurance should execute a Counterpart or Duplicate thereof, and that from and after each such last-mentioned Release, Conveyance, and Assurance should be made the Land and Premises therein respectively comprised should be freed and absolutely discharged of and from the Uses, Trusts, Powers, and Provisions therein-before expressed and declared concerning the same, and of and from all Estates and Interests which might have been raised or created thereunder (except in respect of any Lease which might have been granted under the

Power

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Power therein-before contained), and should be subject only to the Payment of the Rent or Rents to be thereby respectively reserved and made payable, which Rent or Rents should be reserved and made payable unto the Trustees of the Will, their Heirs and Assigns, or unto the Survivors or Survivor of them, their or his Heirs or Assigns, as the Case might be, to the same Uses and subject to the same Powers and Provisions as were thereby limited concerning the said last-mentioned Hereditaments and Premises thereby made saleable, or which should have been created by virtue of any of the same Powers, or as near thereto as might be, and the Nature of the Property and other Circumstances would admit of; and the Testator directed that the Trustees of the Will, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should apply any Monies which might be received upon such last-mentioned Sale or Sales in such and the same Manner, and should have the same Powers with reference thereto, as therein-before expressed and declared of and concerning the Monies to arise from any other Sale or Sales, or to be received for Equality of Partition or Exchange under the Provisions therein-before contained; and the Will contained a Power for the Appointment from Time to Time of new Trustees thereof; and the Testator thereby appointed the Trustees of the Will the Executors thereof, and appointed his Wife *Juliana Barton* Guardian of such of his then present and future Children as should be under the Age of Twenty-one Years and unmarried at the Time of his Decease, during his, her, or their Minority or respective Minorities; and after the Decease of his said Wife he appointed the Trustees of the Will Guardians of his said Children: And whereas the Testator died on or about the Twenty-second Day of *December* One thousand eight hundred and forty, without having in any Manner revoked or altered his Will, leaving the said *Juliana Barton* his Widow, and the said *John Hope Barton* his eldest Son and Heir-at-Law, then and still an Infant under the Age of Twenty-one Years, and unmarried, and the said *Mary Jane Barton* and *Julia Sophia Barton*, *Margaret Barton*, *Louisa Barton*, *Caroline Barton* and *Frances Barton* his younger Children, then and still Infants under the Age of Twenty-one Years, and unmarried, respectively him surviving: And whereas the Real Estates devised by the recited Will, and not specified in the First and Second Schedules, respectively comprise the Estates specified in the Third Schedule to this Act annexed: And whereas by a Decree of the High Court of Chancery made on the Thirtieth Day of *July* One thousand eight hundred and forty-two in a Cause wherein the said *Juliana Barton*, and the said *Mary Jane Barton*, *Julia Sophia Barton*, *Margaret Barton*, *Louisa Barton*, *Caroline Barton*, and *Frances Barton*, by the said *Juliana Barton* their Mother and next Friend, were Plaintiffs, and the said *Henry Barton*, *James Hope*, *John Hope*,
Thomas

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Thomas Heywood, Henry Robinson, and Richard Barton the younger, and the said *John Hope Barton* by *Thomas Charles Hope* since deceased, his then Guardian *ad litem*, were Defendants, it was declared that the Will of the Testator *John Watson Barton* was well proved, and that the same ought to be established, and the Trusts thereof performed and carried into execution, and the Court did confirm the said *Juliana Barton* to act as the Guardian of her Children, the Infant Plaintiffs, and the Infant Defendant *John Hope Barton* : And whereas the Testator's Personal Estate has been found by the Proceedings in the Cause to be insufficient for the Payment of his Debts and Funeral and Testamentary Expenses, and the Legacies and Annuities bequeathed by his Will : And whereas at the Date of the Testator's Death considerable Arrears of the several Rentcharges issuing out of the Lands conveyed to the said *James Holt Heron, Robert Henry Wilson, and Cornelius Randall* respectively were due, and further Arrears thereof to a large Amount have since become due, and such Arrears respectively now form a heavy Incumbrance on the Lands respectively charged therewith : And whereas the said *James Holt Heron* became a Bankrupt on the Fifteenth Day of *June* One thousand eight hundred and forty-one, and is since dead without leaving Assets for Payment of the Arrears so due from him : And whereas the said *Robert Henry Wilson* has become insolvent, and is residing abroad, and Payment of the Arrears so due from him cannot be obtained : And whereas Payment of the Arrears so due from the said *Cornelius Randall* cannot be obtained : And whereas, except in a few Instances, Buildings have not been erected on the Lands conveyed : And whereas the annual Value of the Lands conveyed is, except for Building Purposes, very much less than the yearly Amount of the Rentcharges issuing thereout respectively : And whereas a Receiver appointed by the Court of Chancery in the said Cause is now and has for some Years been in receipt of the Rents and Profits of the Lands conveyed to the said *James Holt Heron* and *Robert Henry Wilson* respectively, but such Rents and Profits are insufficient to prevent the Increase of the Amount in arrear of the Rentcharges thereon respectively : And whereas, owing to the Improvement in Value of Building Land in and about *Swinton* and *Blackstock* respectively, there is now an early Prospect that the *Swinton* Estate and the *Blackstock* Estate respectively might be available for Building Purposes, but the Existence of such Arrears of Rentcharges renders it impracticable to dispose of the Lands charged therewith to any Person willing to build thereon, or otherwise to improve the same : And whereas a Portion of the Arrears due in respect of the *Swinton* Estate belongs to the Trustees of the Will as the Executors thereof, and forms Part of the Testator's outstanding Personal Estate, and the Residue thereof belongs to the said *John Hope Barton* : And whereas a Portion of the

Arrears

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Arrears due in respect of the *Blackstock* Estate belongs to the Trustees of the Will as the Executors thereof, and forms other Part of the Testator's outstanding Personal Estate, another Portion thereof belongs to the said *John Hope Barton*, and the Residue thereof belongs to the said *Henry Barton* in his own Right: And whereas a valid Release of the whole of the Arrears and future Payments of the Rentcharge on any Part of the *Swinton* Estate and the *Blackstock* Estate respectively cannot now be made: And whereas the several recited Powers of leasing, partitioning, selling, exchanging, and purchasing respectively contained in the Will of the Testator cannot now be exercised: And whereas it would be for the Benefit of the said *John Hope Barton*, and of the several Persons entitled or to become entitled in remainder expectant on his Decease to the Rentcharges which were limited to the Testator, that the Trustees and Trustee for the Time being of his Will should be authorized and enabled to concur with the Parties for the Time being competent in that Behalf in making effectual Releases of the Arrears and future Payments of the several Rentcharges, and in obtaining Reconveyances to the Uses of the Will of the Parts of the *Swinton* Estate which are specified in Part I. of the First Schedule, and of Two equal Third Parts of the *Blackstock* Estate, and to make or concur in making effectual Grants and Conveyances of the Inheritance in Fee Simple or Demises for long Terms of Years of the Lands so reconveyed, and that those Trustees and Trustee should be authorized and enabled to exercise the several recited Powers of leasing, partitioning, selling, and exchanging, and of applying and investing, Trust Monies respectively, and that those Powers respectively should be extended so as to enable the Objects thereof respectively to be more effectually attained, and to increase the Value of the Estates settled by the Will of the Testator: And whereas *Richard Richards* Esquire, the Master of the Court of Chancery to whom the said Cause of *Barton v. Barton* stands referred by his Report dated the Twenty-sixth *June* One thousand eight hundred and fifty-one, made in pursuance of an Order of the said Court in the said Cause dated the Thirteenth *May* One thousand eight hundred and fifty-one, found the several Facts herein-before stated, and approved of Application being made to Parliament for an Act giving Powers to effect the several Purposes aforesaid, and approved of this Bill as proper in that Behalf, but such Purposes cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Juliana Barton*, on behalf of herself and of her Infant Son the said *John Hope Barton*, and her Infant Daughters the said *Mary Jane Barton*, *Julia Sophia Barton*, *Margaret Barton*, *Louisa Barton*, *Caroline Barton*, and *Frances Barton*, doth 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

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Temporal,

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Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title. I. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Barton's Estate Act, 1851.*"

Interpretation. II. In this Act the Word "Lands" includes all Messuages, Tenements, and Hereditaments whatsoever, and Parts, Shares, and Interests whatsoever of and in all Messuages, Lands, Tenements, and Hereditaments whatsoever.

Rent-charges of Testator in First and Second Schedules, and Arrears thereof, &c., vested in Trustees for the Purposes of the Act. III. From and after the passing of this Act the several Rent-charges specified in the First Schedule, and such of the several Rent-charges specified in the Second Schedule as were limited to the Testator *John Watson Barton*, and all now existing Arrears of the same several Rentcharges respectively, and the several and respective Powers of Distress, and Entry and Perception of Rents and Profits, which were on the Creation thereof respectively limited for the Recovery thereof respectively to the Testator, with the Rights, Members, and Appurtenances, (and which several Rentcharges, Arrears, and Premises are hereafter in this Act referred to as "the vested Rentcharges,") are by this Act vested in the said *Henry Barton, James Hope, and John Hope*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof respectively, and freed and for ever discharged from all Limitations, Trusts, Powers, Provisions, Claims, and Demands whatsoever which in and by, or by virtue of, or under, the Will, Acts, Events, and Things respectively herein-before recited, or any of them, are or shall be limited, expressed, or declared of or concerning, or do or shall affect the same, or any of them, or any Part or Interest of or in the same, nevertheless upon trust to carry into effect the several Purposes of this Act relating thereto.

Vested Rent-charges to be applied in acquiring Lands in First Part of First Schedule, and Two Thirds of Lands in Second Schedule. IV. The said *Henry Barton, James Hope, and John Hope*, and the Survivors and Survivor of them, and other the Persons and Person who, as their or any of their Successors or Successor in the Trusteeship of the recited Will, or as their or any of their Co-trustees or Co-trustee therein, shall for the Time being be Trustees and Trustee of the Will, (and who respectively are herein-after in this Act referred to as the Trustees and Trustee of the Will,) may from Time to Time hereafter apply and dispose of all or any Part of the vested Rentcharges, either alone, or with any Money which according to the Provisions of this Act shall for the Time being be so applicable, in purchasing or acquiring all or any Part of the Lands specified in the First Part of the First Schedule, and also in purchasing or acquiring Two equal undivided Third Parts of all or any of the Lands specified in

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in the Second Schedule, or such a divided Part of all or any of those Lands as the Trustees and Trustee of the Will shall deem equivalent in Value to not less than Two equal undivided Third Parts thereof.

V. For the Purpose of purchasing or acquiring those Lands and Parts of Lands respectively the Trustees and Trustee of the Will may from Time to Time sell, exchange, apportion, release, and otherwise deal with and dispose of all or any Part of the vested Rentcharges, and make and do all such Contracts, Assurances, Releases, Acts, and Things in that Behalf, as the Trustees and Trustee of the Will from Time to Time think proper.

Contracts, &c. by Trustees for the Purpose.

VI. All the Lands and Parts of Lands so purchased or acquired shall, on or forthwith after the Purchase or Acquisition thereof, be settled to the Uses, upon the Trusts, and subject to the Powers and Provisions of the Will of the Testator for the Time being affecting his Real Estates thereby devised as herein-before recited.

Lands, &c. acquired to be settled to Uses, &c. of Will affecting Testators Real Estates.

VII. Provided always, That if, and to such Extent as, such Portion of the Arrears of Rentcharges forming Part of the vested Rentcharges as immediately before the passing of this Act formed Part of the Testator's outstanding Personal Estate shall be applied or disposed of for any such Purchase or Acquisition, a Sum of Money equal in Amount to the Amount of those Arrears so disposed of shall be paid, as by this Act provided, to the Executors or other the legal Personal Representatives for the Time being of the Testator, as Part of his Personal Estate.

A Sum equal to the Executors Arrears disposed of to be paid to them.

VIII. Provided always, That if, and to such Extent as, such Portion of the Arrears of Rentcharges forming Part of the vested Rentcharges as immediately before the passing of this Act belonged to the said *John Hope Barton* shall be applied or disposed of for any such Purchase or Acquisition, a Sum of Money equal in Amount to the Amount of those Arrears so disposed of shall be paid, as by this Act provided, to the said *John Hope Barton*, his Executors, Administrators, or Assigns, for his or their own Use: Provided always, that such Part of such Sum as shall be paid during the Minority of the said *John Hope Barton* shall be paid to the Accountant General of the High Court of Chancery, to the Credit of the Cause *Juliana Barton* versus *Henry Barton*, and his Receipts shall be sufficient Discharges for the same.

A Sum equal to *John Hope Barton's* Arrears disposed of to be paid to him.

IX. The several Sums to be paid, as by this Act provided, to the Executors or other the legal Personal Representatives of the Testator, and to the said *John Hope Barton*, his Executors, Administrators,

Such Sums to be paid out of Monies applicable

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for Purchase
of Lands to
be settled.

trators, or Assigns respectively, and the Interest, if any, thereon respectively, shall be paid by the Trustees and Trustee of the Will out of any Monies for the Time being liable, under the Trusts of the Will and this Act respectively, to be applied by the Trustees and Trustee of the Will for the Discharge of Incumbrances or the Purchase of Lands; and if such Sums be not paid at the respective Times of the Application or Disposition for any such Purchase or Acquisition of the Arrears of Rentcharges in respect whereof the same respectively are to be so paid, the same Sums shall carry Interest after the yearly Rate of Four Pounds in the Hundred until Payment thereof respectively.

Until Pay-
ment such
Sums to be
charged on
Lands and
Parts of
Lands ac-
quired.

X. Until such Sums and the Interest thereon respectively be so paid, the same shall be Charges in favour of the Executors or other the legal Personal Representatives of the Testator, and the said *John Hope Barton*, his Executors and Assigns respectively, on all the Lands so purchased or acquired, and for the Time being subject to the Trusts by this Act created, and shall be the First Charges thereon, but the Charge in favour of the Executors or legal Personal Representatives shall have Priority over the Charge in favour of the said *John Hope Barton*, his Executors, Administrators, and Assigns.

On acquir-
ing Lands
and Parts of
Lands, Tes-
tators Rent-
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thereon, and
Arrears, and
Remedies
for same to
cease.

XI. On the Purchase or Acquisition of any of the Lands and Parts of Lands respectively the Rentcharge limited to the Testator thereout, and all Arrears thereof, or if the Trustees and Trustee of the Will make under this Act any Apportionment in this Behalf thereof, then such Part of such Rentcharge and Arrears as the Trustees and Trustee of the Will so apportion, and all Estates, Rights, Interests, Powers, Covenants, Remedies, Claims, and Demands whatsoever, therein, thereto, and in respect thereof, shall absolutely cease: Provided always, that in case an appointed Part only of any such Rentcharge and Arrears shall so cease, then such Cesser shall be without Prejudice to such Estates, Rights, Interests, Powers, Covenants, Remedies, Claims, and Demands, in, to, and in respect of the Residue thereof respectively; and all such Estates, Rights, Interests, Powers, Covenants, Remedies, Claims, and Demands shall be as valid and effectual to all Intents and Purposes whatsoever as if such Rentcharge had originally been of the Amount of such Residue thereof.

Powers of
leasing, &c.
created by
the Will may
be exercised
by Trustees
during Mi-
norities.

XII. From Time to Time after the passing of this Act, while any Son or Daughter of the Testator who for the Time being is, under the Limitations of the recited Will, Tenant for Life in possession, is a Minor, and also while any Person who for the Time being is, under the Limitations of the recited Will, Tenant in Tail Male by Purchase in possession, is a Minor, the several Powers of
leasing,

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leasing, and of making Partitions, and of selling and exchanging, and of applying and investing in the Discharge of Incumbrances, and the Purchase of Lands, the Monies arising by Sales and received for Equality of Partition and Exchange, and of investing such Monies in and upon Stocks, Funds, and Securities, and of varying such Investments, respectively created by the recited Will, and the several Authorities and Discretions respectively thereby created and conferred, and incidental to, connected with, and consequent on those several Powers respectively, shall be exerciseable by the Trustees and Trustee of the Will of their and his own Discretion.

XIII. The several Powers of leasing, and of making Partitions, and of selling and exchanging, and of applying and investing in the Discharge of Incumbrances and the Purchase of Lands the Monies arising by Sales, and received for Equality of Partition and Exchange, and of investing such Monies in and upon Stocks, Funds, and Securities, and of varying such Investments, respectively created by the recited Will, and the several Authorities and Discretions respectively thereby created and conferred, and incidental to, connected with, and consequent on those several Powers respectively, are by this Act extended to all the Lands now or hereafter subject to the Limitations for the Time being subsisting of the recited Will affecting the Real Estates of the Testator thereby devised, and the Monies arising by Sales, and received for Equality of Partition and Exchange of such Lands, and shall accordingly comprise and be exerciseable over, and in respect of, the Lands whatsoever from Time to Time subject, by virtue of the recited Will and this Act, or either of them, to those Limitations, or such of them as for the Time being subsist, and the Monies arising by Sales, and received for Equality of Partition and Exchange of such Lands, or any of them.

Powers of leasing, &c. created by the Will extended to all Lands subject to Limitations of Will.

XIV. The Power of selling Lands by the recited Will created is by this Act extended to authorize Sales thereunder by Private Contract as well as by Public Auction, and subject to such Conditions of Sale, whether ordinary or special, as the Persons and Person from Time to Time exercising that Power think advantageous, and to enable him and them, as they and he think advantageous, to buy in at Public Auctions, and to fix reserved Biddings, and to rescind and vary on Terms, and gratuitously, and to resell Lands so bought in, and as to which the Contracts for Sale are rescinded, without Liability for consequent Loss or Expense.

Powers of Sale created by the Will may be exercised by Private Contract, &c.

XV. The several Powers, Authorities, and Discretions by the recited Will respectively created and conferred, and by this Act extended, shall, as so extended, be from Time to Time exerciseable by the Persons and Person for the Time being entitled by virtue of

Powers extended by the Act to be exerciseable by Per-

[*Private.*]

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sons entitled to exercise them as to Real Estates devised by Testator.

the recited Will to exercise over, and in respect of, the Real Estates devised by and for the Time being subject to the Limitations for the Time being subsisting of the recited Will, and the Monies arising by Sales, and received for Equality of Partition and Exchange of those Real Estates respectively, those Powers, Authorities, and Discretions respectively, and also by the Persons and Person for the Time being entitled by virtue of this Act to exercise over and in respect of those Real Estates and Monies respectively those Powers, Authorities, and Discretions respectively.

Parties to exercise Powers of selling and leasing for Building Purposes created by Act.

XVI. The Power of selling and conveying and leasing for Building Purposes by this Act created, and the several Powers, Authorities, and Discretions by this Act created, and incidental to, connected with, and consequent on those Powers respectively, shall be from Time to Time exerciseable by the Trustees and Trustee of the Will, at the Request and by the Direction in Writing of any Son or Daughter of the Testator who for the Time being is, under the Limitations of the recited Will, Tenant for Life in possession, and by the Trustees and Trustee of the Will, of their and his own Discretion, while any Son or Daughter of the Testator, who for the Time being is so Tenant for Life in possession, is a Minor, and also while any Person who for the Time being is, under the Limitations of the recited Will, Tenant in Tail Male by Purchase in possession, is a Minor.

Lands to be sold and leased for Building Purposes.

XVII. The Powers of selling and conveying and leasing for Building Purposes by this Act created, and the several Powers, Authorities, and Discretions by this Act created, and incidental to, connected with, and consequent on those Powers respectively, shall be from Time to Time exerciseable over and in respect of the Lands specified in the Fourth Schedule to this Act annexed, and which Lands are in this Act referred to as "the Building Lands."

Power to appropriate and lay out Building Lands for Building Purposes.

XVIII. The Trustees and Trustee of the Will from Time to Time may appropriate such Parts as they think proper of the Building Lands for Building Purposes, and in order thereto may lay out any Parts thereof as and for Squares, Crescents, Streets, Roads, and other open Spaces, Sewers, Drains, and Watercourses, and other Purposes, for the general Convenience of the Estate, and any other Parts thereof as Lots for building on, in such other Manner in all respects as the Trustees and Trustee of the Will deem advantageous, and for other the Purposes of this Act, and may maintain, repair, alter, and improve such Squares, Crescents, Streets, Roads, open Spaces, Sewers, Drains, and Watercourses respectively.

General Deed of Appropriation

XIX. For the Purpose of any such Appropriation of any Parts of the Building Lands for the general Convenience of the Estate, the Trustees

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Trustees and Trustee of the Will may from Time to Time, by General Deeds, to be sealed and delivered by them and him, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Calendar Months from the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such Appropriation, and the Enjoyment of the Benefit thereof, and give and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf, as the Trustees and Trustee of the Will deem reasonable, but so that every such General Deed be made with a View to the general Benefit of the Estate.

of Building Lands for general Purposes.

XX. The Trustees and Trustee of the Will may from Time to Time, in accordance with the Provisions of this Act, sell and convey or lease all or any Part of the Building Lands to any Persons willing substantially to improve or repair any present or future Buildings thereon, or to erect or make any Buildings in lieu of or in addition to any present or future Buildings thereon, or to erect or make any Buildings on any Part of the Building Lands not for the Time being built on, or willing to annex any Part of the Building Lands for Gardens, Yards, Courts, or other Conveniences to any present or future Buildings on any Part of the Building Lands or any adjoining Lands, or otherwise to improve the Building Lands or any Part thereof.

Power to sell and lease Building Lands for Building Purposes.

XXI. Every Sale and Letting from Time to Time of any Part of the Building Lands may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Trustees and Trustee of the Will think advantageous.

The Building Lands may be sold or let by Public Auction or Private Contract.

XXII. The several Sales and Conveyances under this Act for Building Purposes may respectively be made in Fee Simple, and for any Estates of Freehold, and in consideration of Sums of Money in gross, and in consideration of yearly Rents, and in consideration partly of Sums of Money in gross and partly of yearly Rents; as the Trustees and Trustee of the Will from Time to Time think advantageous; and such Sales and Conveyances for Estates of Freehold only may respectively be made with and without Covenants for Renewal and perpetual Renewal, and with such Fines to be paid for the Renewals, if any, as the Trustees and Trustee of the Will from Time to Time think advantageous.

Terms of Sales for Building Purposes.

XXIII. The Leases under this Act for Building Purposes may respectively be made for any Terms of Years absolute, and for any Terms determinable with a Life and Lives in being, and in consideration of yearly Rents, and in consideration partly of Fines and partly

Terms of Leases for Building Purposes.

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partly of yearly Rents, and with and without Covenants for Renewal and perpetual Renewal, but with Fines to be paid for Renewals, as the Trustees and Trustee of the Will from Time to Time think advantageous.

Rents for Building Lands may increase periodically.

XXIV. Provided always, That the First Payment of any yearly Rent reserved in any Conveyance or Lease of any Part of the Building Lands may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Conveyance or Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the Trustees and Trustee of the Will, having regard to the Progress of the Buildings, Repairs, Rebuildings, or Improvements to be made, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Conveyance or Lease.

Considerations for Sales and Leases of the Building Lands to be the best that can be reasonably obtained.

XXV. Provided always, That (without Prejudice to the Provisions of this Act with respect to Peppercorn and other merely nominal Rents) the Considerations for the respective Sales and Conveyances and Leases of the Building Lands, and the Fines for Renewals, shall be the best and most beneficial which can, at the Time of the making or granting of the respective Conveyances and Leases, considering the Nature and Circumstances of the respective Cases, be reasonably had for the same; and the yearly Rents shall be made payable half-yearly or oftener.

Liberties to be granted to Purchasers and Lessees of Building Lands.

XXVI. The Trustees and Trustee of the Will may, from Time to Time, if and as they and he may think advantageous, grant to the respective Purchasers and Lessees of the Building Lands, their Heirs, Executors, Administrators, and Assigns respectively, all or any of the following Liberties, Easements, and Privileges, to wit:

1. Liberty to take down or remove all or any Part of the Buildings on the Premises sold or leased, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on:
2. Liberty to set out and allot any Parts of the Premises sold or leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Premises, or for the general Improvement of the Estate:
3. Liberty to make, lay, or use in or under any Part of the Building Lands so set out and allotted, or any Part not then already sold

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sold or leased of the Building Lands, or (so far as any Reservation or Provision in any Conveyance or Lease theretofore made of any Part of the Building Lands will authorize) any Part then already sold or leased of the Building Lands, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences to any then present or future Buildings :

4. Liberty to dig, take, and carry away in and out of the Premises sold and leased any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances, as it may be necessary or convenient for effecting any of the Purposes of the Sale or Lease to remove :
5. Liberty to dig, get, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances, out of any convenient Part of the Premises sold and leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in building on and improving the Premises sold and leased :
6. Liberty to alter and reconstruct all and any Part of any Building comprised in any such Sale or Lease, so as (except in the Case of an absolute Sale and Conveyance in Fee Simple in consideration wholly of a Sum of Money in gross) such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Trustees and Trustee of the Will, or of the Persons for the Time being entitled to the yearly Rent reserved, or to the Reversion expectant on the Lease, or their respective Surveyors or Agents :
7. Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements, over, in, through, under, and affecting any Part not then already sold or leased of the Building Lands, or (so far as any Reservation or Provision in any Conveyance or Lease theretofore made of any Part of the Building Lands will authorize) over, in, through, under, and affecting any Part then already sold or leased of the Building Lands :
8. Any other Liberties, Easements, and Privileges which are or shall be usual or proper in Conveyances or Leases for like Purposes, or shall by the Trustees and Trustee of the Will be thought reasonable.

XXVII. The Trustees and Trustee of the Will may from Time to Time, if and as they and he may think advantageous, make in the Conveyances and Leases respectively of the Building Lands all or any of the following Reservations :

1. Reservation of Rights or Powers for the Trustees and Trustee of the Will, or the Persons from Time to Time entitled as Owners, Lessees, or Occupiers of the Building Lands, or

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Reservations
to be made
in Convey-
ances and
Leases of
Building
Lands.

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any Part thereof, or entitled to the yearly Rent reserved, or to the Reversion immediately expectant on the Term granted, from Time to Time to make, lay, and use in and under any Part of the Premises sold or leased any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences to any then present or future Buildings :

2. Reservation of Rights or Powers for the Trustees and Trustee of the Will, or the Persons from Time to Time entitled as Owners of the Building Lands or any Part thereof, or entitled to the yearly Rent reserved, or to the Reversion immediately expectant on the Term granted, to grant to the Purchasers and Lessees of any other Parts of the Building Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements, over, in, through, under, and affecting the Premises sold or leased :
3. Reservation of all or any of the Minerals under the Premises sold or leased, and of Rights or Powers for the Trustees and Trustee of the Will, or the Persons from Time to Time entitled as Owners, Lessees, or Occupiers of any other Part of the Building Lands, or entitled to the yearly Rent reserved, or to the Reversion immediately expectant on the Term granted, or to any Persons in that Behalf from Time to Time authorized by the Trustees and Trustee of the Will, and such Owners and Persons so entitled respectively to open, work, and enjoy Mines and Minerals in and under the Premises sold or leased, and of any other Rights or Powers and any Liberties and Privileges with respect to such Mines and Minerals :
4. Any other Reservations which shall be thought reasonable, or are or shall be usual in Conveyances or Leases for like Purposes.

Covenants
in Convey-
ances and
Leases of
Building
Lands as to
Expenses of
Repairs, &c.,
and Mode of
laying out
Lands, &c.

XXVIII. The Conveyances and Leases respectively of the Building Lands may, as the Trustees and Trustee of the Will from Time to Time think advantageous, be made either with or without Covenants by or on the Part of the respective Purchasers and Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Parts of the Building Lands, and either with or without Covenants or Stipulations by or on the Part of the Trustees and Trustee of the Will, or any Person beneficially interested in the Building Lands, as to the Mode in which any Parts of the Building Lands shall be built upon, laid out, used, or improved.

XXXIX. Pro-

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XXIX. Provided always, That (except only in the Case of an absolute Sale and Conveyance in Fee Simple in consideration of a Sum of Money in gross without yearly Rent) in every Conveyance or Lease of Part of the Building Lands for the Purpose of having any Buildings made thereon, there shall be contained a Covenant by the Purchaser or Lessee to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Continuance of the yearly Rent reserved, the Buildings agreed to be made; and in every Conveyance or Lease for the Purpose of having any Building improved, repaired, or rebuilt there shall be contained a Covenant by the Purchaser or Lessee to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Continuance of the yearly Rent reserved, the Buildings agreed to be improved, repaired, or rebuilt; and in every Conveyance or Lease for the Purpose of any other Improvement there shall be contained a Covenant by the Purchaser or Lessee to make such Improvement within a Time therein for that Purpose specified; and in every Conveyance or Lease of any Part of the Building Lands there shall be contained Covenants by the Purchaser or Lessee for the Payment of the yearly Rent (except so far as the same shall be a Peppercorn or other merely nominal Rent), and of all Landlord's and Tenant's Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax) affecting or to affect the Premises sold or leased, and also to keep the then present and future Buildings on the Premises sold or leased insured against Damage by Fire to the Amount of Three Fourths at the least of the Value thereof, in some Insurance Office to be from Time to Time approved by the Trustees and Trustee of the Will, or the Persons from Time to Time entitled to the yearly Rent reserved, and to lay out the Money to be received by virtue of such Insurance, and all such other Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire; and also (except in the Case of a Sale and Conveyance in Fee Simple) a Covenant by the Purchaser or Lessee to yield up, on the Expiration or other sooner Determination of the Estate or Term conveyed or granted, the Possession of the Premises sold or leased, with the Buildings to be made, improved, repaired, or rebuilt thereon, in good Repair and Condition.

Covenants to be contained in Conveyances and Sales of Building Lands.

XXX. Provided always, That (except only in the Case of an absolute Sale and Conveyance in Fee Simple in consideration of a Sum of Money in gross without yearly Rent) in every Conveyance or Lease of any Part of the Building Lands there shall be contained a Power, Covenant, or Provision for the Trustees and Trustee of the Will, or the Persons from Time to Time entitled to the yearly Rent reserved,

Powers and Provisions to be contained in Conveyances and Leases of the Building Lands.

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reserved, or to the Reversion expectant on the Lease, or their respective Surveyors or Agents, to enter twice in every Year upon the Premises sold or leased, and to inspect the Condition thereof; and also a Power, Covenant, Provision, or Condition of Entry and Perception of Rents and Profits, or of Re-entry, by the Trustees and Trustee of the Will, or the Person or Persons from Time to Time so entitled, for Nonpayment of the yearly Rent reserved (unless the same shall be a Peppercorn or other merely nominal Rent), or for Breach of any of the Covenants by the Purchaser or Lessee, or of any One or more in that Behalf agreed upon, and in the Conveyance or Lease specified, of those Covenants; and in every such Conveyance or Lease there may be contained a Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as may be agreed upon between the Parties to be so excepted), shall not give any such Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and the Damages and Costs recovered therein remain unpaid for Three Calendar Months after Judgment so obtained; and in every such Conveyance and Lease may be contained any other Powers, Covenants, Provisions, and Conditions which are or shall be usual or proper in Conveyances or Leases for like Purposes, or shall by the Trustees or Trustee of the Will be thought reasonable.

Covenants by Trustees with Purchasers of Building Lands to run with the Land.

XXXI. In case the Trustees and Trustee of the Will, at any Time, enter into any Covenant with the Purchaser or Lessee of any Part of the Building Lands as to the Mode in which any other Part of the Building Lands shall be built upon, laid out, improved, or used, the Benefit of such Covenant shall run with the Building Land purchased or leased, so as to be enjoyed by every Person taking either under the Covenantee, or under any Act of the Covenantee, and whether the Title of such Person shall arise by way of Transfer of Seisin, or by way of Use, or under the Exercise of any Power, or by way of Assignment or otherwise.

Covenants by Purchasers and Lessees of building Lands to run with the Land.

XXXII. Every Covenant which shall be entered into by a Purchaser or Lessee of any Part of the Building Lands for Payment of the yearly Rent reserved, or for or with respect to the building upon, laying out, improving, or using of the Premises purchased or taken on Lease by him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting or embellishing, any Squares, Crescents, Streets, Roads, or other open Spaces, Sewers, Drains, or Watercourses, in or upon any Part of the Building Lands, shall run with the Land so purchased or leased, and shall bind the Purchaser or Lessee thereof, and his respective Heirs, Executors, Administrators, Appointees, and Assigns respectively.

XXXIII. The

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XXXIII. The Trustees and Trustee of the Will may from Time to Time, if they and he think fit, confirm any Conveyance, Lease, or general or other Deed purporting to have been made by virtue of this Act, in any Case in which, for some technical Error, Informality, or Irregularity in making or executing the same, or entering into the Contract for making the same, such Conveyance, Lease, or general or other Deed shall be thought void or voidable, and may make, in lieu of any Conveyance or Lease thought void or voidable, a Conveyance or Lease in accordance with the Provisions of this Act, but only for the same or the like Estate, Term, or Interest, or, as the Case may be, the then Residue thereof, and at under the same or the like yearly Rent, and with and under the same or the like Reservations, Covenants, Powers, and Provisions as were or were intended to be respectively granted, created, reserved, expressed, and contained in and by the Conveyance or Lease thought void or voidable.

Power to confirm voidable Conveyances and Leases of Building Lands.

XXXIV. The Trustees and Trustee of the Will may from Time to Time, if they and he think fit, accept a Reconveyance, Surrender, or Relinquishment of any Building Lands theretofore sold and conveyed or leased under the Authority of this Act, and make any new Conveyance or Lease in accordance with the Provisions of this Act, of the Premises so reconveyed, surrendered, or relinquished, and either to the Person making the Reconveyance, Surrender, or Relinquishment, or to any other Person approved by the Trustees and Trustee of the Will, and either alone or with any other Part of the Building Lands, and in all respects as if a Sale and Conveyance or Lease of the same had not theretofore been made.

Power to accept Reconveyances and Surrenders of building Lands sold and leased.

XXXV. Provided always, That any Building Land conveyed or leased in consideration, wholly or in part, of a Reconveyance, Surrender, or Relinquishment thereof, shall not be so conveyed or leased, except at or under the same yearly Rent as, or a larger yearly Rent than, was reserved by the original Conveyance or Lease thereof.

Building Lands reconveyed and surrendered not to be sold or let at lower Rents.

XXXVI. Provided always, That any Fine, Premium, or Foregift, or anything in the Nature thereof, (any increased yearly Rent not being considered in the Nature of a Fine, Premium, or Foregift,) shall not be taken for making any Confirmation of a Conveyance or Lease thought void or voidable, or for accepting any Reconveyance, Surrender, or Relinquishment, or for making any Conveyance or Lease on any Reconveyance, Surrender, or Relinquishment.

Confirmations, Surrenders, &c. to be without Fine taken.

XXXVII. Provided always, That any Reconveyance, Surrender, or Relinquishment shall not be valid to any Purpose whatsoever, until, if made by Deed, such Deed be executed, and if made by Writing

Reconveyances, Surrenders, &c. to be executed by both Parties.

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such Writing be signed by the Trustees and Trustee of the Will; and every such Reconveyance, Surrender, or Relinquishment shall have operation only from the Time when such Deed or Writing is executed or signed by the Trustees and Trustee of the Will, and also by the Person making the Reconveyance, Surrender, or Relinquishment.

Contracts for
Sales and
Leases of the
Building
Lands.

XXXVIII. The Trustees and Trustee of the Will may from Time to Time enter into Contracts in Writing for selling and conveying and for leasing respectively, according to the Provisions of this Act, any Parts of the Building Lands; and such Contracts respectively may contain all or any of the following Agreements; to wit,

1. An Agreement that when and as any of the Buildings, Repairs, Rebuildings, or Improvements on the Premises agreed to be sold or leased are duly made according to the Contract, the Premises agreed to be sold or leased, or any Part thereof, shall be by the Trustees or Trustee of the Will conveyed or leased, according to the Contract, to the Person contracting to take the same, his Heirs, Executors, Administrators, or Assigns, or to such other Person as he or they shall nominate in that Behalf, and shall be approved by the Trustees and Trustee of the Will, and in such Parcels and under such Portions of the yearly Rent specified in the Contract as shall be specified in the Contract, or be by the Trustees and Trustee of the Will thought proper, but nevertheless so that if the yearly Rent to be reserved in the Conveyance or Lease shall bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Conveyance or Lease shall bear to the whole Land comprised in the Contract, then and in every such Case the yearly Rent reserved in the Conveyance or Lease shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Premises comprised in the Conveyance or Lease when fit for Habitation and Use:
2. An Agreement that the full yearly Rent specified in the Contract may be reserved in the Conveyances or Leases to be made of a given Quantity (in the Contract specified) of the Building Land thereby agreed to be conveyed or leased, and that the Residue thereof shall be conveyed or leased at the yearly Rent of a Peppercorn, or some other merely nominal Rent, after the full yearly Rent specified in the Contract has been so reserved:
3. An Agreement that the full yearly Rent specified in the Contract may be appropriated, either by a Surveyor, or Referee, or otherwise, to a Part, or apportioned between Parts of the Building Land thereby agreed to be conveyed or leased:

4. An

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4. An Agreement (in any Case where a given Quantity of the Building Land thereby agreed to be conveyed or leased is not for such Purposes pecified in the Contract) that when the full yearly Rent to be reserved is reserved in the Conveyances or Leases of a competent Part (to be determined by a Surveyor or Referee or otherwise) of such Building Land, the Residue of such Building Land shall be conveyed or leased at the yearly Rent of a Peppercorn, or at some other merely nominal Rent :
5. An Agreement (in any Case of a Conveyance or Lease to be made at the yearly Rent of a Peppercorn, or at some other merely nominal Rent,) to make the Conveyance or Lease, either before or after the Building Land to be therein comprised is built upon or improved :
6. An Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding Four Years and a Half, from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the full yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the Trustees and Trustee of the Will, having regard to the Quantity of the Building Land thereby agreed to be from Time to Time conveyed or leased, and the Progress of the Buildings, Repairs, Rebuildings, or Improvements thereby agreed to be made, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract :
7. An Agreement that, when and as any Conveyance or Lease is made of any Part of the Building Land comprised in the Contract, the Building so from Time to Time conveyed or leased shall be discharged from the Contract, and the Person with whom the Contract is entered into shall remain liable thereunder, in respect only of such Part as for the Time being is not conveyed or leased of the Building Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :
8. An Agreement that the Person with whom the Contract is entered into may, during the Continuance thereof, have, exercise, or enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Purchasers and Lessees of the Building Lands.

XXXIX. In every such Contract shall be inserted a Clause or Condition for vacating the same as to, or for Re-entry by the Trustees and Trustee of the Will upon, such Part of the Building Land therein comprised, and not for the Time being actually conveyed or leased in pursuance

Conditions of
Contracts for
Sales and
Leases of
Building
Lands.

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pursuance thereof, as shall not be, within a reasonable Time to be therein expressed, built upon or improved as therein stipulated; and also a Clause or Condition that the Person to whom the Conveyance or Lease ought, according to the Contract, to be made, shall, within a reasonable Time therein expressed, accept such Conveyance or Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the Conveyance or Lease and Counterpart respectively, or that in default thereof the Contract shall, as to the Building Land for the Time being not actually conveyed or leased in pursuance thereof, be void; and every such Contract shall be carried into effect by a Conveyance or Lease in pursuance thereof, and according to the Provisions of this Act in that Behalf applicable.

New Con-
tracts re-
specting
Building
Lands.

XL. The Trustees and Trustee of the Will may, from Time to Time, make any new Contract, with respect to any of the Building Lands, with any Person for the Time being entitled to the Benefit of any then existing Contract with respect thereto, and by way of addition to, or explanation or alteration of, all or any of the Provisions and Terms of the existing Contract, but so as the existing Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

General Pro-
visions of
Contracts
respecting
Building
Lands.

XLI. The Contracts which the Trustees and Trustee of the Will may under this Act from Time to Time enter into, with respect to the Building Lands, may contain all such Provisions and Terms as they and he from Time to Time think advantageous; and the Trustees and Trustee of the Will may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as they and he think advantageous, any such Contracts, or any of the Provisions and Terms thereof.

Releases
from Liabi-
lity to Con-
tracts re-
specting
Building
Lands.

XLII. The Trustees and Trustee of the Will may, from Time to Time, release any Person with whom any Contract with respect to any of the Building Lands has been made, his Heirs, Executors, Administrators, or Assigns, from Liability to all or any Part of the Contract, and either with or without making a new Contract with him or them, in lieu of all or any Part of the Contract so released, but so as the Contract, after such Release and noticing such new Contract, if any, be conformable to the Provisions of this Act.

Surrenders
of Building
Lands com-
prised in
Contracts for
Sales and
Leases
thereof.

XLIII. The Trustees and Trustee of the Will may, from Time to Time, accept a Surrender of all or any Part of the Building Lands comprised in any Contract for the Sale and Conveyance or Lease thereof, but, in case of a Surrender of Part only of such Building Land, so as, notwithstanding such Surrender, the Contract be conformable to the Provisions of this Act.

XLIV. Any

Barton's Estate Act, 1851.

XLIV. Any Conveyance or Lease of any Part of the Building Lands, or any Contract for any such Conveyance or Lease, shall not be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms restricted to the Part of the Premises sold or leased, or agreed so to be, where, or in respect whereof, such Nonpayment or Breach happens, or otherwise, to a Part only of such Premises.

Conditions for Re-entry may be restricted to Parts of Building Lands sold and leased and comprised in Contracts.

XLV. Notwithstanding the Avoidance, by virtue of any such Condition or Right of Re-entry, of any such Conveyance or Lease, or any such Contract, as to Part only of the Premises sold or leased or agreed so to be, the Condition or Right of Re-entry shall remain and be in full Force as to such Parts of the Premises as from Time to Time continue to be held by virtue of such Conveyance, Lease, or Contract; and in order thereto every such Condition or Right of Re-entry shall be apportionable and apportioned and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Conveyance, Lease, or Contract.

Conditions for Re-entry to be apportionable.

XLVI. Any Under-lease of any Part of the Premises comprised in any such Conveyance or original Lease shall not be liable to Forfeiture, or to the Operation of any Condition or Right of Re-entry for Nonpayment of Rent, or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Premises comprised in the Under-lease or some Part thereof; and any such Nonpayment or Breach, with respect to the Premises comprised in any such Under-lease, shall not work a Forfeiture, or give a Right of Re-entry, with respect to any Premises comprised in the Conveyance or original Lease, and not comprised in the Under-lease; and the Condition or Right of Re-entry, in or under any such Conveyance or original Lease, for any such Nonpayment or Breach, shall accordingly be apportionable and apportioned, so as to have distinct and exclusive Operation with respect to the Part comprised in the Under-lease of the Premises comprised in the Conveyance or original Lease, as if the Conveyance or original Lease had originally comprised the same Part alone.

Under-leases not to be forfeited for Nonpayment of Rent or Breach of Covenant as to Building Lands not comprised therein.

XLVII. Every Conveyance or Lease of any Part of the Building Lands made under this Act shall be deemed duly made, although it may have been preceded by a Contract not in due accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Conveyance or Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Conveyance or Lease and the Contract, but so as the Conveyance or Lease be conformable to the Provisions of this Act.

Conveyances and Leases of Building Lands to be good, notwithstanding Defects in Contracts.

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XLVIII. After

Barton's Estate Act, 1851.

Contracts
not to form
Part of Title
to Convey-
ances or
Leases.

XLVIII. After a Conveyance or Lease of any Part of the Building Lands is made in conformity with the Provisions of this Act, the Contract, if any, for the Conveyance or Lease, shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Conveyance or Lease.

Certificates
of Trustees
to be Evi-
dence of
Counter-
parts.

XLIX. The Certificate in Writing of the Trustees and Trustee of the Will, acknowledging that the Trustees and Trustee of the Will have received a Counterpart, as required by this Act, of a Conveyance or Lease of any Part of the Building Lands, shall be full and complete Evidence that such Counterpart was duly made and executed, and delivered to the Trustees and Trustee of the Will.

Building
Lands of
which the
Possession is
recovered
may be again
disposed of.

L. Whenever the Possession of any Part of the Building Lands sold and conveyed or leased, or agreed so to be, is, by the Trustees and Trustee of the Will, resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of as Building Land under this Act.

Partitions,
Sales, and
Exchanges
to be subject
to Leases.

LI. Provided always, That every Partition, Sale, and Exchange made under the recited Will or this Act, or either of them, shall take effect subject and without Prejudice to any Lease or Contract for a Lease of or affecting the Premises sold, theretofore made under the recited Will and this Act, or either of them, and at the Time of the making of the Partition, Sale, or Exchange subsisting.

Application
of Monies.

LII. All Sums of Money in gross payable to the Trustees and Trustee of the Will as the Purchase Money, or by way of Fine, for any Part of the Building Lands, shall be applicable in the same Manner as by the recited Will the Monies to be raised by the Execution of the Power of Sale and Exchange thereby created are thereby made applicable.

Power to
raise Money
for Purposes
of Act and
Will.

LIII. The Trustees and Trustee of the Will may from Time to Time borrow at Interest, on the Security of a Mortgage of any Part of the Lands now or hereafter subject to the Limitations for the Time being subsisting of the recited Will affecting the Real Estates of the Testator thereby devised, such Sums of Money as the Trustees and Trustee of the Will think it expedient so to raise, for the Purpose of enabling any of the several Powers and Trusts of the recited Will and this Act respectively to be executed and performed, and may execute and do all such Acts, Deeds, and Things as shall appear to the Trustees and Trustee of the Will in that Behalf proper.

Recovery of
Interest on
Money so
raised.

LIV. The several Persons successively entitled under the said Limitations shall be chargeable with such Interest during the Continuance

Barton's Estate Act, 1851.

tinuance of their respective Estates or Interests under the same Limitations, which shall be recoverable at Law against them respectively, or their respective Representatives, accordingly, by any Person or Persons in remainder who shall pay any Arrear thereof, or by his or their legal Personal Representatives: Provided that no greater Arrear than for One Year shall be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate or Interest of any Person or Persons entitled to any preceding Estate or Interest under the said Limitations.

LV. Every Receipt from Time to Time given, by the Trustees and Trustee of the Will, for any Money to be received by them and him under the Authority or for any of the Purposes of this Act, shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Trustees
Receipts to
discharge.

LVI. The several Powers, Authorities, and Discretions by this Act created and extended respectively shall, with respect to any undivided Parts, Shares, or Interests of and in any Lands, be from Time to Time exerciseable in concurrence with the Person entitled to or having Power or Right of Disposition of any other undivided Part, Share, or Interest of or in the same Lands, and in such Manner, to such Extent, and with such Effect, as, according to the several and respective undivided Parts, Shares, and Interests, may appear to the Trustees and Trustee of the Will advantageous.

Concurrent
Exercise of
Powers with
respect to
undivided
Parts of
Lands.

LVII. Every Partition, Sale, Exchange, Lease, Mortgage, Purchase, Investment, Contract, Act, Deed, and Thing whatsoever which shall be made, done, and executed respectively in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon all Persons for the Time being claiming, by or by virtue of or under the recited Will of the Testator, any Estate, Right, Charge, or Interest, at Law or in Equity, in, upon, or affecting the Premises comprised in or affected by such Partition, Sale, Exchange, Lease, Mortgage, Purchase, Investment, Contract, Act, Deed, and Thing respectively.

Sales, &c.
under Act to
bind all
Parties inter-
ested under
recited Will.

LVIII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, and whether incurred in the Cause or not, shall be paid out of any Monies coming to the Hands of the Trustees and Trustee of the Will, and applicable for the Discharge of Incumbrances or the Purchase of Lands; and in case any Person shall advance the Amount of such Costs, Charges, and Expenses, or any Part thereof, the Amount so advanced, with Interest thereon after the yearly Rate of Four Pounds in the Hundred from the

Expenses of
Act.

Barton's Estate Act, 1851.

the Time of the Advance thereof, shall be repaid to him, his Executors, Administrators, or Assigns, out of such Monies.

Reimbursement of the Trustees of the Act.

LIX. Any Person now or hereafter a Trustee of or for the Purposes of this Act shall not be answerable or accountable for any other such Person, or for any involuntary Loss or Expense; and all and every such Persons and Person respectively may, by and out of any Money coming to their and his respective Hands by virtue of the recited Will and this Act, respectively retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses not by this Act otherwise expressly provided for which they and he respectively may incur or sustain in or about carrying this Act into execution.

Powers of Act to apply to all Lands hereafter settled to Uses of recited Will.

LX. The several Powers, Authorities, and Discretions by this Act created and extended respectively shall from Time to Time apply to, comprise, and be exerciseable with respect to all and any of the Lands which, by virtue of the recited Will and this Act or either of them, shall from Time to Time hereafter be settled to the Uses for the Time being affecting the Real Estates of the Testator by his recited Will devised as herein-before recited, and the Monies arising from the Exercise and Execution with respect to such Lands of any of the Trusts and Powers of the recited Will and this Act respectively.

Power of Will for selling Lands for building upon not extended to other Lands.

LXI. This Act shall not extend the Power by the recited Will created for selling Lands for building upon to any Lands other than the Lands in *Lancashire* by the recited Will made subject to that Power.

Powers of recited Will not to be prejudiced.

LXII. Provided always, That this Act or anything therein contained shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the recited Will, except only so far as the same respectively may be defeated or affected by the Exercise or Execution of any of the Trusts and Powers by this Act created or extended.

General Saving.

LXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *John Hope Barton*, and the Heirs Male of his Body, and his Heirs, Executors, Administrators, and Assigns, and his future Wife or Wives, and the said *Mary Jane Barton*, her Executors and Administrators, and her future Husband or Husbands, and the Heirs Male of her Body, and the said *Julia Sophia Barton*, her Executors and Administrators, and her future Husband or Husbands, and the Heirs Male of her Body, and the

Barton's Estate Act, 1851.

the said *Louisa Barton*, her Executors and Administrators, and her future Husband or Husbands, and the Heirs Male of her Body, and the said *Caroline Barton*, her Executors and Administrators, and her future Husband or Husbands, and the Heirs Male of her Body, and the said *Frances Barton*, her Executors and Administrators, and her future Husband or Husbands, and the Heirs Male of her Body, and the said *Juliana Barton*, her Executors and Administrators, and the Heirs, Executors, and Administrators of the Testator *John Watson Barton*, and the said *Henry Barton*, *James Hope*, and *John Hope*, in their Capacity of Trustees of the recited Will only, and their respective Heirs, Executors, and Administrators, and all and every other Persons and Person, other than the said *Thomas Heywod*, *Henry Robinson*, and *Richard Barton* the younger, in their Capacity of Trustees of the said Term of One thousand Years only, their Executors and Administrators, on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, or out of the several Lands comprised in the First, Second, and Third Schedules respectively, or any Part thereof, have or hath been devised or limited, or have or hath descended or devolved, or shall descend or devolve, under or by virtue of the Limitations of that Will, their Heirs, Executors, and Administrators,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same several Lands, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act had not passed.

LXIV. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Barton's Estate Act, 1851.

The **FIRST SCHEDULE** to which the foregoing Act refers.

PART I.—PARTICULARS of the SWINTON ESTATE in the TOWNSHIP of SWINTON, near MANCHESTER in the County Palatine of LANCASTER, to the Fee Simple of which the Testator John Watson Barton claimed to be entitled.

Description of Property.	Grantee.	Date.	Parties.	Rentcharge.
1. A Plot of Meadow Land, partly laid out as a Garden or Shrubbery, and Carriage Road belonging to a Messuage erected on an adjoining Plot of Land now belonging to Messrs. Proctor, containing 22,070 Superficial Square Yards.	James Holt Heron	12th August 1836.	John Watson Barton, James Holt Heron, William Heron.	91 <i>l.</i> 19 <i>s.</i> 2 <i>d.</i> , payable on the 25th Day of March and the 29th Day of September in every Year.
Plot of Meadow Land containing 25,782 Superficial Square Yards.	Ditto	3d January 1837.	The same Parties.	134 <i>l.</i> 5 <i>s.</i> 7 <i>d.</i> , payable half-yearly on the same Days.
Ditto, containing 18,630 Superficial Square Yards.	Ditto	7th January 1837.	The same Parties.	116 <i>l.</i> 8 <i>s.</i> 9 <i>d.</i> , payable half-yearly on the same Days.
Ditto, containing 18,800 Superficial Square Yards.	Ditto	11th January 1837.	The same Parties.	117 <i>l.</i> 10 <i>s.</i> , payable half-yearly on the same Days.
Ditto, containing 18,820 Superficial Square Yards.	Ditto	20th January 1837.	The same Parties.	117 <i>l.</i> 12 <i>s.</i> 6 <i>d.</i> , payable half-yearly on the same Days.
Ditto, containing 14,549 Superficial Square Yards.	Ditto	31st January 1837.	The same Parties.	90 <i>l.</i> 18 <i>s.</i> 8 <i>d.</i> , payable half-yearly on the same Days.

PART II.—PARTS of the ESTATE not conveyed by the TESTATOR.

DESCRIPTION OF PROPERTY.	Quantity.		
	A.	R.	P.
Swinton House, Pleasure Grounds, Gardens, Cottages, and Plantations	8	2	23
Homestead, Outbuildings, and Farm	65	2	4
Homestead, Barn, Outbuildings, and Farm	71	1	38
Ditto	57	1	0
Cottage and Garden	0	0	17
House, Stable, Coach-house, Outbuildings, Garden, Park, &c.	22	2	29½
House and Gardens	8	2	32
Cottage and Garden	0	1	20

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Barton's Estate Act, 1851.

The **SECOND SCHEDULE** to which the foregoing Act refers.

PARTICULARS of the BLACKSTOCK ESTATE in the Township of CHORLTON-UPON-MEDLOCK, near MANCHESTER, in the County Palatine of LANCASTER, to the Fee Simple of Two undivided Third Parts of which the Testator John Watson Barton claimed to be entitled, and to the Fee Simple of the remaining Third Part of which Henry Barton claimed to be entitled.

Description of the Property.	Grantee.	Date.	Parties.	Rentcharges reserved to John Watson Barton.	Rentcharges reserved to Henry Barton.
1. Plot of Meadow or Pasture Land fronting in Clarence Street, containing 5,367 Superficial Square Yards.	Robert Henry Wilson.	13th May 1836.	1. John Watson Barton. 2. Henry Barton 3. Richard Watson Barton. 4. Robert Henry Wilson. 5. Thomas Mortimer	29 <i>l.</i> 16 <i>s.</i> 4 <i>d.</i> , payable half-yearly on the 24th of June and the 24th December in every Year.	14 <i>l.</i> 18 <i>s.</i> 2 <i>d.</i> , payable half-yearly on the 24th of June and the 24th December in every Year.
2. Ditto, containing 13,535 $\frac{2}{3}$ Superficial Square Yards.	Ditto	The same Deed	- -	75 <i>l.</i> 4 <i>s.</i> , ditto	37 <i>l.</i> 12 <i>s.</i> , ditto.
3. Ditto, containing 11,465 $\frac{5}{8}$ Superficial Square Yards.	Ditto	The same Deed	- -	68 <i>l.</i> 1 <i>s.</i> , ditto	34 <i>l.</i> 0 <i>s.</i> 6 <i>d.</i> , ditto.
4. Cottage, Greenhouse, Gardens, and Pasture Land fronting on Clarence Street, containing 14,161 $\frac{7}{8}$ Superficial Square Yards.	Ditto	The same Deed	- -	65 <i>l.</i> 0 <i>s.</i> 7 $\frac{1}{2}$ <i>d.</i> , ditto	32 <i>l.</i> 10 <i>s.</i> 3 $\frac{3}{4}$ <i>d.</i> , ditto.
5. Plot of Meadow or Pasture Land fronting on Clarence Street, containing 17,980 Superficial Square Yards.	Ditto	The same Deed	- -	99 <i>l.</i> 17 <i>s.</i> 9 <i>d.</i> , ditto	49 <i>l.</i> 18 <i>s.</i> 11 <i>d.</i> , ditto.
6. Ditto, containing 16,708 Superficial Square Yards.	Ditto	The same Deed	- -	92 <i>l.</i> 16 <i>s.</i> 5 <i>d.</i> , ditto	46 <i>l.</i> 8 <i>s.</i> 3 <i>d.</i> , ditto.
7. House, Outbuildings, and Garden fronting Clarence Street, in the Occupation of the Rev. Mr. Fletcher, and Pasture Land fronting on same Street, containing 12,482 Superficial Square Yards.	Ditto	The same Deed	- -	69 <i>l.</i> 6 <i>s.</i> 11 <i>d.</i> , ditto	34 <i>l.</i> 13 <i>s.</i> 5 <i>d.</i> , ditto.

Barton's Estate Act, 1851.

Description of the Property.	Grantee.	Date.	Parties.	Rentcharges reserved to John Watson Barton.	Rentcharges reserved to Henry Barton.
8. Plot of Meadow or Pasture Land fronting Clarence Street, containing 5,966 Superficial Square Yards.	Robert Henry Wilson.	13th May 1836.	1. John Watson Barton. 2. Henry Barton. 3. Richard Watson Barton. 4. Robert Henry Wilson. 5. Thomas Mortimer.	49 <i>l.</i> 14 <i>s.</i> 4 <i>d.</i> , payable half-yearly on the 24th of June and the 24th December in every Year.	24 <i>l.</i> 17 <i>s.</i> 2 <i>d.</i> , payable half-yearly on the 24th of June and the 24th December in every Year.
9. Plot of Meadow or Pasture Land in High Street, containing 7,770 Superficial Square Yards.	Ditto	The same Deed	- - -	64 <i>l.</i> 15 <i>s.</i> 0 <i>d.</i> , ditto -	32 <i>l.</i> 7 <i>s.</i> 2 <i>d.</i> , ditto.
10. Ditto, containing 6,722 Superficial Square Yards.	Ditto	The same Deed	- - -	56 <i>l.</i> 0 <i>s.</i> 4 <i>d.</i> , ditto -	28 <i>l.</i> 0 <i>s.</i> 6 <i>d.</i> , ditto.
11. Ditto, containing 9,028 Superficial Square Yards.	Ditto	The same Deed	- - -	87 <i>l.</i> 15 <i>s.</i> 5 <i>d.</i> , ditto -	43 <i>l.</i> 17 <i>s.</i> 9 <i>d.</i> , ditto.
12. Plot of Meadow or Pasture Land fronting Clarence Street, containing 3,377 Superficial Square Yards.	Ditto	The same Deed	- - -	28 <i>l.</i> 2 <i>s.</i> 10 <i>d.</i> , ditto -	14 <i>l.</i> 1 <i>s.</i> 5 <i>d.</i> , ditto.
Plot of Pasture Land fronting on Nelson Street, containing 14,179 Superficial Square Yards.	Cornelius Randall.	29th June 1836.	1. John Watson Barton. 2. Henry Barton. 3. Cornelius Randall. 4. Will ^m Brookes.	157 <i>l.</i> 10 <i>s.</i> 10 $\frac{1}{2}$ <i>d.</i> , payable half-yearly on the 24th Day of June and the 25th Day of December in every Year.	78 <i>l.</i> 15 <i>s.</i> 5 $\frac{1}{2}$ <i>d.</i> , payable half-yearly on the 24th Day of June and the 25th Day of December in every Year.
Two Houses, with Garden and Land, fronting on Nelson Street, containing 10,401 Superficial Square Yards.	Cornelius Randall.	2d July 1836.	The same Parties	115 <i>l.</i> 11 <i>s.</i> 4 <i>d.</i> , payable on the same Days.	57 <i>l.</i> 15 <i>s.</i> 8 <i>d.</i> , payable on the same Days.

Barton's Estate Act, 1851.

The **THIRD SCHEDULE** to which the foregoing Act refers.

The **REAL ESTATES** devised by the Will of the Testator **JOHN WATSON BARTON**, and not specified in the First and Second Schedules respectively.

PART I.—A Freehold Estate called the Stapleton Estate, situate in the Township of Stapleton and the Parishes of Darington and Little Smeaton in the County of York, of which the following is a particular Description.

DESCRIPTION OF PROPERTY.	Quantities.		
	A.	R.	P.
The Mansion House called Stapleton House, together with the Park called Stapleton Park and the Lodges attached thereto, and the Shrubbery, Garden, and Paddocks occupied with the said Mansion	374	0	0
Plantation, exclusive of the Clumps in the Park	490	0	0
Homestead and Land	240	0	27
Ditto	207	0	8
Portion of Park	43	0	0
Allotment	0	1	0
Garden	0	0	0
Allotment	0	1	0
Homestead and Land	281	1	8
Cottage, Garden, and Allotment	0	1	10
Allotment	0	1	0
Homestead and Land	23	1	25
Cottage, Garden, and Allotment	0	1	8
Ditto	0	1	8
Ditto	0	1	8
Cottage and Allotment	0	1	5
Close	2	2	30
Allotment	0	1	0
Cottage, Garden, and Allotment	0	1	8
Ditto	0	1	8
Ditto	0	1	8
Ditto	0	1	8
Ditto	0	1	0
Ditto and Garden	0	0	5
Ditto	0	1	5

[Private.]

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PART

Barton's Estate Act, 1851.

PART II.—An Estate, partly Freehold and partly Copyhold, called the Saxby Estate, situate in the Parishes of Saxby and Barton-on-Humber in the County of Lincoln, of which the following is a particular Description.

DESCRIPTION OF PROPERTY.	Quantities.		
	A.	R.	P.
The Mansion House called Saxby House, together with the Gardens and Pleasure Gardens thereunto belonging, and all the Plantations in Saxby, and on the Two Farms in Barton-on-Humber called Kingsforth Farm and Chapel Farm, Race Course	170	2	21
Paddock, Cottage, and Potato Garden	19	3	31
Cottage, Blacksmith's Shop, and Garden, &c.	8	1	8
Cottage, Garden, &c.	4	1	34
Land	0	3	12
Farm	414	2	1
Ditto	529	0	33
Cottage, Garden, and Cowgate	3	3	26
Ditto	3	3	30
Cottage and Garden	0	0	24
Ditto	4	0	1
Ditto	4	1	4
Ditto	4	0	1
Cottage, &c.	3	3	5
Field	12	2	0
Cottage and Garden	3	3	0
Cottage, Garden, &c.	4	1	4
Cottage, &c.	4	0	14
Ditto, and Paddock			
School, &c.	9	2	21
Cottage, &c.	7	1	36
Farm	154	0	37
Cottage, &c.	0	1	0
Ditto	4	1	28
Ditto	7	0	39
Ditto	5	3	28
Ditto			
Ditto	4	3	5
Ditto			
Ditto	8	2	17
Ditto	7	0	1
Ditto	4	1	12
Field, &c.	19	1	0
Cottage, &c.	4	3	4
Farm	339	3	10
Ditto	409	1	12
Cottage	7	1	36
Farm	30	1	20
Cottage, Mill, &c.	12	0	6
Cottage and Carpenter's Shop	7	0	1

Barton's Estate Act, 1851.

DESCRIPTION OF PROPERTY.	Quantities.		
	A.	R.	P.
Cottage, &c.	3	3	31
Ditto	4	3	7
Ditto	4	2	10
Farm	183	0	36
Cottage, Grocer's Shop, and Garden	17	10	0
Cottage, &c.	4	3	23
Road across Wold			
Cottage, &c.	4	2	5
Ditto	3	3	1
Cars	20	2	12
Ditto	26	1	24
Cottage, Cowgate, and Garden	4	0	28
Farm	652	0	10
Cottage, &c.	3	3	2
Farm	394	1	24
Coalyard	0	0	1
Land			
Cottage and Land	0	1	0

PART III.—Two undivided Third Parts of a Dwelling House, Coach-house, and Stable, with the Garden walled around, situate at Blackstock in the Township of Chorlton-upon-Medlock aforesaid, the remaining One undivided Third Part whereof belongs to Henry Barton, Esquire.

PART IV.—A Freehold Estate usually called Barton's Buildings, and late Stott's Property, situate in the Town and Parish of Manchester and County of Lancaster, of which the following is a particular Description.

Warehouse, No. 1, Barton's Buildings.
 Ditto - 2, 3, Ditto.
 Ditto - 19, Back Square.
 Ditto - 20, Ditto.
 Ditto - 8, Barton's Buildings.
 Ditto - 7, Ditto.
 House and Shop, 51, Dean's Gate.
 Ditto - 53, 55, Ditto.
 Ditto - 57, Ditto.
 Ditto - 59, Ditto.
 Ditto - 62, Ditto.
 Ditto - 64, Ditto.
 Ditto - 66, Ditto.

Barton's Estate Act, 1851.

PART V.—An Estate usually called Bower's Wall Estate, consisting of an undivided Sixth Part of certain Freehold Messuages, Shops, Warehouses, and Tenements, situate in the Town and Parish of Manchester and County of Lancaster, of which the following is a particular Description.

House and Shop, No. 164, Deansgate.			
Ditto	-	166,	Ditto.
Ditto	-	168,	Ditto.
Ditto	-	170,	Ditto.
Ditto	-	172,	Ditto.
Ditto	-	174,	Ditto.
Ditto	-	176,	Ditto.
Ditto	-	178,	Ditto.
Ditto	-	180,	Ditto.
Ditto	-	182,	Ditto.
Cottage	-	9, Cumberland Street.	
Ditto	-	11,	Ditto.
House and Shop	-	13,	Ditto.
Public House	-	17,	Ditto.
School	-	18,	Ditto.
Cottage	-	19,	Ditto.
Ditto	-	21,	Ditto.
Ditto	-	23,	Ditto.
Ditto	-	25,	Ditto.
Ditto	-	27,	Ditto.
Ditto	-	29,	Ditto.
Ditto	-	3, Austin Street.	
Ditto	-	5,	Ditto.
Ditto	-	1, Austin Court.	
Ditto	-	3,	Ditto.

PART VI.—An undivided Sixth Part of the following Freehold Rentcharges issuing out of Messuages, Lands, and Hereditaments in the Town and Parish of Manchester.

Description of Property out of which the Rentcharges issue.	Persons liable under Covenant to pay Rentcharges.	Yearly Rentcharges.		
		£	s.	d.
Ten Cottages in Royston Street and Taylor's Court.	John Barnes - -	36	0	0
One ditto - - - -	Joseph Denison - -	2	0	5
Five ditto - - - -	Mary Bacon - - - -	5	16	4
Five ditto - - - -	John Barnes - - - -	9	16	1
Five ditto - - - -	Samuel Lancashire - -	9	16	10
Eight ditto - - - -	Hunt's Executors - -	12	14	6
Three ditto in Royston Street -	Hannah Spence - - -	6	14	2
Two ditto - - - -	Ziber Armitage - - -	3	18	11½
House, Shop, and Cottage in Hardman Street.	James Matthews - - -	7	0	8

Barton's Estate Act, 1851.

Description of Property out of which the Rentcharges issue.	Persons liable under Covenant to pay Rentcharges.	Yearly Rentcharges.		
		£	s.	d.
Three Cottages and One Yard in Joddrell and Thompson Street.	Samuel Thompson -	12	0	0
Six Cottages and Yard in Royston Street.	Morrison's Executors -	11	16	0
One Warehouse in Hardman Street	Joshua Bowers -	8	1	7
Seven Cottages in Cumberland, Royston, and Joddrell Streets.	Hannah Spence -	14	2	8
Eleven ditto in Royston Street -	Margaret Smith -	23	4	6
Dissenting Chapel in Hardman Street.	David Williams -	11	0	0
Ten Cottages in Thomson Street -	Taylor's Executors -	26	19	0
Three Cottages in Hardman Street, Austin Street, and Joddrell Street.	William Smith -	8	6	0
Seventeen Cottages and One Public House, ditto.	William Crie -	70	0	0
Forty-four Cottages and One Public House in Thomson Street, Joddrell Street, and Hardman Street.	Charles Pennington -	83	12	10
Coalyard in Joddrell Street -	John Brightmore -	3	0	0

PART VII.—Freehold Rentcharges issuing out of Premises, Lands, and Hereditaments situate in the Township of Swinton, near Manchester, in the County Palatine of Lancaster.

Description of the Property out of which the Rentcharges issue.	Persons liable under Covenant for Payment of Rentcharges.	Yearly Rentcharges.		
		£	s.	d.
Plot of Land, Part whereof is used as a Garden, and on another Part whereof is erected a House, Stable, and Outbuildings.	Messrs. Proctor -	101	2	1
Plot of Land, Part whereof is used as a Garden, and on other Parts whereof are erected the Buildings following; a Messuage, Stable, and Outbuildings, a Lodge Gate belonging to the Messuage erected on Plot No. 1; and a Messuage, Stable, and Outbuildings, with the Garden thereto belonging.	Ditto -	101	2	0

Barton's Estate Act, 1851.

PART VIII.—Freehold Rentcharges issuing out of Messuages, Lands, and Hereditaments situate at Blackstock in the Township of Chorlton-upon-Medlock near Manchester aforesaid.

Description of Property out of which the Rentcharges issue.	Persons liable under Covenant to the Payment of the Rentcharges.	Yearly Rentcharges.		
		£	s.	d.
Two Houses, Garden, and Pasture Land in Plymouth Street.	Executors of W. Occleshaw	53	17	5
Ditto - - - -	Ditto - - -	110	14	4
Four Houses, with Green Houses, Gardens, and Outbuildings in Plymouth Street.	Ditto - - -	71	19	6
Pasture Land in Curzon Street -	Ditto - - -	81	3	4
Pasture Land in Lincoln Street and High Street.	John Coates and Richard Coates the younger.	64	13	7½
Ditto in Lincoln Street, Montague Street, Hope Street, and Swinton Street.	Ditto - - -	42	7	2
House, Coach-house, Stable, and Garden in High Street.	Robert Barnes - - -	26	13	4
Ditto - Ditto -	Alexander Kay, John Barlow, and John Partington Aston.	101	7	2½
Pasture Land in High Street -	Henry Holme - - -	39	5	9¾
Ditto - - - -	Ditto - - - -	39	5	9¾
Three Houses and Land in Clarence Street.	William Brooks - - -	33	11	6
Six Houses and Gardens in High Street.	Joseph Denison - - -	60	4	0
Plot of Land fronting High Street -	Ditto - - - -	60	9	1
Ditto - Ditto -	Ditto - - - -	57	15	6
Farmhouse, Outbuildings, and Pasture Land in High Street.	Ditto - - - -	167	18	4
Pasture Land in High Street and Curzon Street.	John Wood and John Norris.	89	12	5½
House and Garden in Clarence Street	John Samuels - - -	10	0	0

PART IX.—Two undivided Third Parts of the following Freehold Rentcharges issuing out of Messuages and Lands situate at Blackstock aforesaid.

Description of Property out of which the Rentcharges issue.	Persons liable under Covenant to the Payment of the Rentcharges.	Rentcharge.		
		£	s.	d.
Plot of Ground with Houses in Plymouth Street.	Ivie Mackie - - -	115	14	8
Plot of Land in Plymouth Street -	Sarah Hartley - - -	24	12	6

The

Barton's Estate Act, 1851.

The **FOURTH SCHEDULE** to which the foregoing Act refers.

The Lands to be subject to the Powers of selling and conveying and leasing for Building Purposes by the Act created, and which in the Act are referred to as "the Building Lands."

1st.—Such Parts of the Swinton Estate as are specified in Part II. of the First Schedule.

2d.—The Lands from Time to Time purchased and acquired by the Exercise or Execution of any of the Trusts and Powers by the Act created or extended.

3d.—The Lands specified in Parts III. IV. and V. of the Third Schedule.

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