



ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

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## Cap. 20.

An Act to enable the Infant Tenants in Tail of the Estates in the County of *York* subject to the Will of *Thomas Thornhill* of *Fixby* in the said County, Esquire, deceased, to grant Building and other Leases of Parts of the said Estates, and to sell or exchange the same, and for other Purposes.

[30th *June* 1852.]

**W**HEREAS *Thomas Thornhill* of *Fixby* in the County of *York*, Esquire, deceased, by his last Will and Testament, bearing Date the Sixteenth Day of *April* One thousand seven hundred and ninety, gave and devised all and every his Real Estates, whatsoever and wheresoever, at *Fixby*, *Rastrick*, *Lindley*, *Quarmby*, *Deighton*, and *Calverley* or elsewhere in the County of *York*, to his Son *Thomas Thornhill*, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to his the Testator's Nephew, *Barne Barne* of the *Inner Temple*, Esquire, and his Brother-in-Law *William Lynne* of *Hawkesley* in the County of *Essex*, Esquire, and their Heirs, during the Life of his said Son, upon trust to preserve contingent Remainders; with Remainder to

Will of  
*Thomas Thornhill*  
of *Fixby*,  
dated  
16th *April*  
1790.

[*Private.*]

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*Thornhill's Estate Act, 1852.*

the First and all and every other the Son and Sons of his said Son successively in Tail Male; with Remainder to his the said Testator's Second and all and every other Son and Sons successively in Tail Male; with Remainder to the First and all and every other Daughter and Daughters of his said Son *Thomas Thornhill* successively in Tail General; with Remainder to his the said Testator's Second and all and every other Son and Sons successively in Tail General; with Remainder to his the Testator's First and all and every other Daughter and Daughters successively in Tail General; with Remainder to his the Testator's Brother *George Thornhill* of *Diddington* in the County of *Huntingdon*, Esquire, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the said *Barne Barne* and *William Lynne*, and their Heirs, during the Life of the said *George Thornhill*, upon trust to preserve contingent Remainders; with Remainder to his the Testator's Nephew *George Thornhill*, only Son of his said Brother *George Thornhill*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the said *Barne Barne* and *William Lynne*, and their Heirs, during the Life of his said Nephew, upon trust to preserve contingent Remainders; with Remainder to the First and all and every other the Son and Sons of his said Nephew *George Thornhill* successively in Tail Male, and in default of such Issue to all and every other the Son and Sons of his said Brother *George Thornhill* successively in Tail Male; with Remainder to the First and all and every the Daughter and Daughters of his said Nephew *George Thornhill* successively in Tail General; with Remainder to *Mary Anne Thornhill*, the eldest Daughter of his said Brother *George Thornhill*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; with Remainder to the said *Barne Barne* and *William Lynne*, and their Heirs, during the Life of the said *Mary Anne Thornhill*, upon trust to preserve contingent Remainders; with Remainder to the First and all and every other the Son and Sons of the said *Mary Anne Thornhill*, successively in Tail Male; with Remainder to his Niece *Sarah Thornhill*, Second Daughter of his said Brother *George Thornhill*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; with Remainder to the said *Barne Barne* and *William Lynne*, and their Heirs, during the Life of the said *Sarah Thornhill*, upon trust to preserve contingent Remainders; with Remainder to the First and all and every other the Son and Sons of the said *Sarah Thornhill*, successively in Tail Male; with Remainder to his Niece *Frances Thornhill*, youngest Daughter of his said Brother *George Thornhill*, and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; with Remainder to the said *Barne Barne* and *William Lynne*, and their Heirs, during the Life of the said *Frances Thornhill*, upon trust to preserve contingent Remainders; with Remainder

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*Thornhill's Estate Act, 1852.*

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mainder to her First and all and every other Son and Sons successively in Tail Male, and in default of such Issue to all and every the Daughter and Daughters of his before-mentioned Niece *Mary Anne Thornhill*, successively in Tail General; with Remainder to all and every the Daughter and Daughters of his said before-named Niece *Sarah Thornhill*, successively in Tail General; with Remainder to all and every the Daughter and Daughters of his before-named Niece *Frances Thornhill*, successively in Tail General; with Remainder to all and every other the Daughter and Daughters of his said Brother *George Thornhill*, successively in Tail General; with Remainder to his own right Heirs for ever; and the said Testator authorized and empowered his Son *Thomas Thornhill*, at any Time before his Inter-marriage with any Woman or Women, to limit and settle any annual Sum or yearly Rentcharge, not exceeding the yearly Sum of Two thousand Pounds, free and clear of all Taxes and Deductions whatsoever, for the Life of such Woman or Women, as and for and by way of Jointure and in bar of Dower, and to commence and take effect after the Death of his said Son, and to be charged upon and to be issuing and payable out of all or any Part of his Real Estates, with all usual Powers of Entry and Distress for enforcing the more regular Payment thereof, and likewise to create and limit a Term of Years to any Person or Persons, and his or their Executors, Administrators, and Assigns, for the better and more effectually securing the Payment thereof; and the said Testator thereby empowered the several Tenants for Life under that his Will, when they should respectively be in possession of his said Estates, to make or grant Leases of any Part thereof except his Mansion House at *Fixby*, and the Offices, Gardens, Parks, and Pleasure Grounds and Lands occupied therewith, for any Term or Number of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest, and so that there should be reserved the best and most improved yearly Rent that could be got for the same, and so as that none of the said Lessees should be made dispunishable for Waste, and so likewise that the respective Lessees should execute Counterparts of their respective Leases: And whereas the said Testator departed this Life in the Year One thousand eight hundred without having revoked or altered his said Will, which was afterwards duly proved by the said *George Thornhill* and *William Lynne* in the Prerogative Courts of the Archbishops of *Canterbury* and *York* respectively: And whereas the said Testator left surviving him the said *Thomas Thornhill* in his Will named his only Son and Heir-at-Law, and no other Child, and also leaving *George Thornhill* his Nephew, the only Son of his Brother *George Thornhill*, him surviving: And whereas on the Twenty-eighth Day of *February* One thousand eight hundred the said *Thomas Thornhill* the Son intermarried with *Sarah Wood*, and the said *Sarah Wood* died on the Tenth Day of *July* One thousand

*Thornhill's Estate Act, 1852.*

thousand eight hundred and thirty-one, without leaving any Issue by the said *Thomas Thornhill*: And whereas in the Year One thousand eight hundred and thirty-five the said *Thomas Thornhill* the Son intermarried with *Clara Pierse* Spinster, and had Issue by her One Child only, namely, *Clara Thornhill*, who was born on the Twentieth Day of *May* One thousand eight hundred and thirty-six, and the said *Clara* the Wife of the said *Thomas Thornhill* the Son died in the Month of *December* One thousand eight hundred and thirty-six: And whereas in the Year One thousand eight hundred and thirty-nine the said *Thomas Thornhill* the Son intermarried with *Honoriam Forester* Spinster, and upon the Occasion of that Marriage the said *Thomas Thornhill* the Son, in exercise of the Power to him in that Behalf given by the herein-before stated Will of the said Testator *Thomas Thornhill* his Father, did, by an Indenture of Appointment bearing Date the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, charge the said Real Estates in the County of *York*, devised by the said Will, with a Jointure Rentcharge of Two thousand Pounds a Year, issuing out of the said devised Estates, and payable to the said *Honoriam Forester* during her Life, and a Term of Years was vested in *Mark Milbank* and *William Henry Meyrick* Esquires, as Trustees for better securing the said Jointure Rentcharge: And whereas the said *Thomas Thornhill* the Son, by his last Will and Testament, bearing Date the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, appointed *Sarah Portman* the Guardian of the Person of his Daughter the said *Clara Thornhill*, during her Minority, but on the Tenth Day of *July* One thousand eight hundred and forty-three he made a Codicil to his said Will, bearing Date the said Tenth Day of *July* One thousand eight hundred and forty-three, and thereby revoked the Appointment so made of the said *Sarah Portman*, and in her Place appointed his Wife the said *Honoriam Thornhill* to be Guardian of the Person of the said *Clara Thornhill*: And whereas the said *Thomas Thornhill* the Son departed this Life on the Twenty-ninth Day of *May* One thousand eight hundred and forty-four, without having had any Son, and leaving the said *Clara Thornhill* his Daughter by his former Wife *Clara Pierse* surviving him, and leaving by his Wife formerly *Honoriam Forester* a Daughter, namely, *Honoriam Louisa Thornhill*, surviving him: And whereas on the Twentieth Day of *June* One thousand eight hundred and forty-four the said *Honoriam Thornhill* was delivered of another Daughter, of which she was *enceinte* by the said *Thomas Thornhill* the Son at the Time of his Death, to wit, *Eleanor Frances Thornhill*; and the said *Clara Thornhill*, *Honoriam Louisa Thornhill*, and *Eleanor Frances Thornhill* are all now Infants under the Age of Twenty-one Years, to wit, of the respective Ages herein-after mentioned; that is to say, the said *Clara Thornhill* of the Age of Sixteen Years, the said *Honoriam Louisa Thornhill* of the Age of Eleven Years, and the said *Eleanor*

Will of  
Thomas  
Thornhill  
the Son,  
dated  
13th Nov.  
1839.

*Thornhill's Estate Act, 1852.*

*Eleanor Frances Thornhill* of the Age of Eight Years: And whereas the said *George Thornhill* of *Diddington* died many Years ago, leaving *George Thornhill* the Nephew him surviving: And whereas the said *George Thornhill* the Nephew, prior to the Year One thousand eight hundred and eleven, intermarried with *Charlotte Matilda Green*, by whom he had a Son, namely, *George Thornhill*, who was born in or about the Month of *August* One thousand eight hundred and eleven: And whereas the said *George Thornhill* the Nephew departed this Life in the Month of *May* One thousand eight hundred and fifty-two, leaving the said *George Thornhill* his eldest Son him surviving: And whereas the said *Clara Thornhill*, on or about the Third Day of *July* One thousand eight hundred and forty-four, by *Francis Forester* Esquire, her next Friend, filed her Bill in the High Court of Chancery against the said *Honoriam Thornhill*, praying that an Account might be taken under the Direction of the said Court of the Rents and Profits of the said Freehold Estates so as aforesaid devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, received by the said *Honoriam Thornhill*; and that subject to and after Payment and Satisfaction thereof of the said Jointure Rentcharge of Two thousand Pounds, the same might be applied and secured for the Benefit of the said *Clara Thornhill*, and that some proper Person might be appointed Receiver of the said devised Estates, with proper Directions for the Management thereof, and that a proper and adequate Allowance might be made out of the said Rents and Profits for the Maintenance and Education of the said *Clara Thornhill*, and that proper Inquiries might be directed, and for general Relief: And whereas by the Decree made by his Honour the late Vice-Chancellor of *England*, *Sir Launcelot Shadwell*, on the Hearing of the said Cause on the Fifth Day of *July* One thousand eight hundred and forty-four, it was referred to the Master in Attendance during the Vacation to take an Account of the Rents and Profits of the Real Estates devised by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, accrued since the Death of the said *Thomas Thornhill* the Son, received by the Defendant the said *Honoriam Thornhill*, or by any other Person or Persons by her Order or for her Use; and it was ordered that it should be referred to the said Master to inquire and state whether the said Defendant *Honoriam Thornhill* was entitled to any and what Rentcharge or annual Sum issuing out of or charged upon the said devised Estates, or any or which of them, and if so, and if it should appear that some only of the devised Estates were charged with any such Rentcharge or annual Sum, it was ordered that the Master should inquire and state what was the Amount of the Rental or annual Value of the Estates so charged; and it was referred to the said Master to appoint a Receiver of the Rents and Profits of the said Estates; and it was ordered that the said Master should

Institution of  
Suit, Thorn-  
hill v. Thorn-  
hill, 3d July  
1844.

Decree of  
Court, dated  
5th July  
1844.

[Private.]

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inquire

*Thornhill's Estate Act, 1852.*

Master's Report, dated 14th Dec. 1844.

inquire and state whether the Defendant *Honoriam Thornhill* had been duly appointed Guardian of the Plaintiff; and it was ordered that the said Master should inquire and state to the Court the Age of the said *Clara Thornhill*, and the Nature and Amount of her Fortune, and what would be proper to be allowed for her Maintenance and Education during her Minority, and from what past Period such Allowance should commence, and out of what Fund it should be made: And whereas *John Hodgson Ramsbotham* of *Fixby Hall* near *Huddersfield* in the County of *York*, Esquire, was duly appointed Receiver of the said devised Estates by the Master to whom the said Cause then stood referred by his Report, bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and forty-four: And whereas the said Master to whom the said Cause was referred, by his separate Report made on the Fourteenth Day of *December* One thousand eight hundred and forty-four, found that upon the Death of the said *Thomas Thornhill* the Son, the said *Clara Thornhill* as his eldest Daughter became and then was, under the Limitations contained in the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, Tenant in Tail General in possession of all the Real Estates so devised by his said Will as aforesaid, subject to the Jointure or Rentcharge of the said Defendant *Honoriam Thornhill* issuing thereout; and that the said Estates so devised by the said Will of the said *Thomas Thornhill* the Grandfather were of the yearly Value of Twelve thousand one hundred and thirty-seven Pounds One Shilling and Tenpence or thereabouts; and the said Master found that the said *Honoriam Thornhill* had been duly appointed Guardian of the said *Clara Thornhill*: And whereas in the Year One thousand eight hundred and forty-six the said *Honoriam Thornhill* intermarried with and is now the Wife of *Henry Hungerford Holdich Hungerford* Esquire, and upon the Occasion of such Marriage the said Jointure Rentcharge of Two thousand Pounds was, by an Indenture bearing Date the Third Day of *August* One thousand eight hundred and forty-six, and made between the said *Henry Hungerford Holdich Hungerford* of the First Part, the said *Honoriam Thornhill* of the Second Part, and *Sir Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman* of the Third Part, assigned to the said *Sir Francis Lyttelton*, *Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman*, their Executors, Administrators, and Assigns, upon trust, if need were, by and out of the said Rentcharge to keep on foot a Policy of Assurance which the said *Honoriam Hungerford* had by the said Indenture covenanted to keep on foot, and, subject thereto, upon trust for the said *Honoriam Hungerford* for her sole, separate, and inalienable Use: And whereas the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety does not contain any Power to grant Building Leases of any Part of the Estates thereby devised, nor any Powers of Sale or Exchange,

and

*Thornhill's Estate Act, 1852.*

and the Power therein contained of granting Leases for Twenty-one Years is conferred only upon Persons being Tenants for Life in possession of the said Estates under the Trusts of the same Will: And whereas, as to a considerable Portion of the Estates of which the said *Clara Thornhill* is Tenant in Tail General in possession as aforesaid, the same is situate within Three Miles or thereabouts of the Town of *Huddersfield* in the West Riding of the County of *York*, in which Town and in the Neighbourhood thereof a large Increase of Dwelling Houses and of Mills and other Buildings for manufacturing Purposes has taken place within these few Years, and there is still a great and increasing Demand in the said Town and Neighbourhood for Building Sites for the Erection as well of Mills, Manufactories, and other Buildings suitable for manufacturing Purposes, as also for Villas and Dwelling Houses, and numerous Applications have been made to the said *John Hodgson Ramsbotham*, the Receiver in the said Cause, for the Grant of Sites to build upon for the Purposes aforesaid: And whereas the Estates which pass under the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, as being situate in *Fixby, Rastrick, Lindley, Quarmby, Deighton*, and *Calverley*, are respectively situate in the Townships of *Lindley-cum-Quarmby, Old Lindley, Deanhead* in *Scammonden, Longwood, Deighton*, and *Fartown*, all in the Parish of *Huddersfield* in the West Riding of the County of *York*, and in the Townships of *Fixby, Rastrick*, and *Brighouse* in the Parish of *Halifax* in the said West Riding, and in the Township of *Thornhill* in the Parish of *Thornhill* in the said West Riding, and in the Township of *Calverley-cum-Farsley* in the Parish of *Calverley*, and in the Township of *Bramley* in the Parish of *Leeds*, all severally in the said West Riding, and in the Township of *Hunton* in the Parish of *Patrick Brompton* in the North Riding of the said County of *York*; and the Woollen Trade in all its Branches is extensively carried on upon or in the Neighbourhood of all the said Estates, and there are considerable Facilities upon the said Estates for obtaining Water for manufacturing Purposes; and it has been found desirable, and it would be for the Advantage of the said *Clara Thornhill* and other the Persons who may become entitled to the said Estates under the Limitations of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, that Power should be obtained to grant Building Leases, authorizing the Erection upon such Estates as well of Mills and other Buildings for manufacturing or other Purposes as also of Villas and Dwelling Houses: And whereas the Estates of the several Proprietors whose Lands adjoin the said Town of *Huddersfield* have been greatly augmented in Value, from the Fact of such Owners being able to grant, and having granted, Building Leases for such Purposes as aforesaid: And whereas various Portions of the Estates so devised by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety

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ninety have been taken by Railway Companies for the Purposes of their Works, under the Powers of their respective Acts of Parliament, and there is now a considerable Sum in the Bank of *England* in the Name of the Accountant General of the said Court of Chancery, being the Purchase Monies of the Portions so taken, and such Monies are liable to be laid out in the Purchase of other Estates to be settled to the Uses of the said Will, and further Portions of the said Estates may be taken for similar Purposes, and further Monies will then become liable to be laid out as last aforesaid: And whereas the said *Honoriam Thornhill*, as the Guardian of the said *Clara Thornhill*, recently entered into a Contract with *Stansfeld Rawson* Esquire, for the Purchase from him of a considerable Estate situate at *Rawdon* in the Parish of *Guiseley* in the said County of *York*, which Contract was entered into on behalf of the said *Clara Thornhill*, and the said Purchase has been approved of by the Master in Chancery to whom the said Cause of *Thornhill* versus *Thornhill* stands transferred, and it is intended that the Purchase Money of the said Estate shall be paid out of the Monies so in the Bank as aforesaid, and the same Estate will, upon the Title thereto being approved, be conveyed to a Trustee approved by the said Court of Chancery, upon proper Uses and Trusts for the Benefit of the said *Clara Thornhill*, or other the Person or Persons who may become entitled thereto under the Limitations of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety: And whereas the said Estate at *Rawdon* is situate on the Banks of the River *Aire*, and is only separated from the Estate of *Calverley*, belonging to the said *Clara Thornhill*, by that River, the said Estate at *Calverley* being occupied mainly by Persons engaged in the Woollen Trade, several of whom are Persons of Wealth and Influence: And whereas, from the Situation of the said *Rawdon* Estate, Parts thereof are well adapted for the Erection of Villas or other Residences of a superior Class, and other Parts thereof are well adapted for the Erection thereon of Mills, Manufactories, and other Buildings for manufacturing and other Purposes, by reason of the Facility that exists upon such Estate of obtaining Water for manufacturing Purposes, and it is desirable that a Power to grant Building Leases upon the said Estate should be granted, to be exercised if the before-mentioned Contract should be completed, and it is also desirable that a similar Power should be granted applicable to other Estates that have been or may be purchased out of any Railway Monies which may accrue under the Circumstances aforesaid: And whereas there is a great Amount of Spiritual Destitution on the Estates of the said *Clara Thornhill* generally, and more particularly in the Townships of *Fixby* and *Rastrick*, the former of which Townships belongs wholly to the said *Clara Thornhill* as Tenant in Tail as aforesaid, and the Want of a Church and Schools is severely felt thereon and on other Parts of the said Estates,

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Estates, and inasmuch as it may be expected that a very considerable Number of Persons will avail themselves of the Power of building upon the Estates of the said *Clara Thornhill*, and that the Population thereof will be greatly increased, it is desirable that Power should be obtained to sell or grant and convey gratuitously, or upon such other Terms as shall be thought proper, with the Sanction of the said Court of Chancery, Sites, to a limited Extent of Acreage, for the Erection of Churches, Chapels, Schools, Parsonage Houses, or School Houses, and for Churchyards or Cemeteries, Gardens, or Playgrounds for Schools, as the local Wants of particular Neighbourhoods may from Time to Time require: And whereas, since the said *Clara Thornhill* has been in possession of the said Estates as Tenant in Tail as aforesaid, large Sums of Money exceeding the Sum of Twenty-five thousand Pounds have been expended, with the Sanction of the said Court of Chancery, out of the Rents and Profits of the said Estates, in making very extensive and permanent Improvements and substantial Repairs upon the said Estates so devised as aforesaid, and upon the Buildings thereon; and it is necessary, as well for the due Preservation of the Buildings upon the said Estates and the proper Cultivation and Management of the same, as to prevent some of the most eligible Tenants giving up their Holdings, that other Repairs and Improvements of a substantial and permanent Nature should be made from Time to Time: And whereas, by an Order of the said Court of Chancery made in the said Cause of *Thornhill* versus *Thornhill*, dated the Seventeenth Day of *December* One thousand eight hundred and fifty-one, it was ordered, that it should be referred to the Master of that Court to whom the said Cause stood transferred to inquire and state whether it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that a Power of granting Building Leases should be obtained, and an Act of Parliament be applied for to enable the Guardian for the Time being of the said *Clara Thornhill* to grant Building Leases, upon any and what Terms, and also to consider and state out of what Fund the Expense of such Application should be borne, and if the Master should be of opinion that it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that an Act of Parliament should be so applied for, then it was ordered that the said *Honorina Hungerford*, the Guardian of the said *Clara Thornhill*, should present the necessary Petition to Parliament for leave to bring in a Bill to enable Building Leases to be granted of the said Estates; and it was ordered that it should be referred to the said Master to settle and approve of the Draft of a Bill to be submitted to Parliament for that Purpose; and it was ordered that the said *Honorina Hungerford* should be at liberty to attend the Proceedings before the said Master under the said Order, and after the said Master should have made his Report, such further Order should be made as should be

Reference to  
the Master,  
17th Dec.  
1851.

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*Thornhill's Estate Act, 1852.*

Further Reference to the Master, 17th Feb. 1852.

just: And whereas by another Order of the said Court made in the said Cause, dated the Seventeenth Day of *February* One thousand eight hundred and fifty-two, it was ordered that it should be referred to the Master to whom the said Cause stood transferred to inquire whether it would be fit and proper, and for the Benefit of the said *Clara Thornhill*, that Power should be obtained from Parliament to charge the Estates in the Pleadings of the said Cause mentioned with all such Sums of Money as the said Master shall certify to have been or which might thereafter be expended in substantial Repairs or Improvements of a permanent Nature on the said Estates in favour of the said *Clara Thornhill* or her Personal Estate, in the event of her dying under the Age of Twenty-one Years; and it was ordered that it should be also referred to the said Master to inquire whether it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that Power should be obtained from Parliament authorizing the Guardian of the said *Clara Thornhill*, or any other and what Person or Persons, with the Consent of that Court, to effect Sales or Exchanges of such Parts of the said Estates as that Court should from Time to Time approve of and direct to be carried into effect; and if the said Master should be of opinion that it would be fit and proper, and for the Benefit of the said *Clara Thornhill*, that such Powers or either of them should be applied for, then the said Master, in settling the Draft Bill for Parliament, pursuant to the said Order of the Seventeenth Day of *December* One thousand eight hundred and fifty-one, was to include in the Draft of the said Bill the necessary Provisions for the Purposes aforesaid, and after the said Master should have made his Report, such further Order should be made as should be just: And whereas by another Order of the said Court of Chancery, made in the said Cause of *Thornhill* versus *Thornhill*, bearing Date the Twenty-first Day of *April* One thousand eight hundred and fifty-two, it was ordered (amongst other things) that it should be referred to the Master to whom the said Cause stood transferred to inquire whether it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that Power should be obtained from Parliament authorizing the Guardian for the Time being of the said *Clara Thornhill*, with the Consent of the said Court, to dispose of and convey, either for valuable Consideration or without receiving any valuable Consideration, any Part of the said Estates in the Pleadings in the said Cause mentioned, except the Park and Demesne of *Fixby*, not exceeding in the whole Twenty-five Acres, and the Inheritance thereof, in Fee Simple, for any of the following Purposes, namely, for building any Church or Chapel, School House, Parsonage House, or for any Garden or Orchard to any School House or Parsonage House, or for any Churchyard or Cemetery, such Land so to be conveyed without valuable Consideration, to be held for ever in connexion with the  
Protestant

Further Reference to the Master, 21st April 1852.

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*Thornhill's Estate Act, 1852.*

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Protestant Church of *England* as now established in this Realm; and if the said Master should be of opinion that it would be fit and proper, and for the Benefit of the said *Clara Thornhill* and her Estate, that such Powers should be applied for, then the said Master, in settling the Draft Bill for Parliament pursuant to the said Order of the Seventeenth Day of *December* One thousand eight hundred and fifty-one, was to include in the Draft of the said Bill the necessary Provision or Provisions for that Purpose: And whereas by an Order of the said Court of Chancery, bearing Date the Third Day of *May* One thousand eight hundred and fifty-one, on the Petition of the before-mentioned *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill*, by their next Friend the said *Francis Forester*, praying that the said *Honoriam Hungerford*, the Mother of the said Petitioners, might be appointed Guardian of the Persons of the said Petitioners, and it was ordered that the said *Honoriam Hungerford* should be appointed Guardian of the Petitioners during their Minority, or until the further Order of that Court: And whereas many Persons, being Tenants from Year to Year upon the said Estate so devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety as aforesaid have at various Times built at their own Expense upon their Holdings, without having any Lease or Agreement for a Lease thereof, and upon the Faith only of not being disturbed by the Ancestors of the said *Clara Thornhill*, and such Persons have paid and do now pay Ground Rents in respect of such their Holdings, but in consequence of the Uncertainty of their Tenure the Buildings have in many Instances been suffered to fall into Dilapidation or bad Repair, and it would require a considerable Sum of Money, not less than Four thousand Pounds, to put the whole of such Buildings into good Repair: And whereas the Number of Holdings thus circumstanced amounts to nearly Three hundred; and in the Fourth Schedule annexed to this Act there is contained a Statement or Specification of such Holdings, with the superficial Contents of each, and a Description of the Nature of the Buildings thereon, and of the Amount of Ground Rent payable in respect thereof, and a great Part of such Buildings are of the better Class of Cottages, which are for the most part inhabited by Persons employed in the Woollen Trade and its various Branches, which being the staple Trade of the Neighbourhood, it is desirable that there should be suitable Dwellings upon the said Estate for the Population engaged therein, and in order to prevent the Population so engaged migrating from the said Estates, which would much deteriorate the Value of the same Estates, and it is expedient and just towards the Persons who have so built, and would be for the Benefit of the said *Clara Thornhill* and those entitled in remainder to the said Estates, that Power should be obtained to grant Leases of the said Holdings, or some of them, for a long Term of Years, upon Payment  
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*Thornhill's Estate Act, 1852.*

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of a Fine not to exceed the Amount of Seven Years of the Ground Rent for the Time being payable in respect thereof, such Leases to contain proper Covenants and Stipulations, having regard to the Circumstances of each Case; and it has been ascertained that great Numbers of the Persons now in the Possession of such Holdings would accept Leases upon the Terms aforesaid: And whereas the Lands and Hereditaments specified and described in the Fifth Schedule to this Act adjoin a Portion of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and the same Lands and Hereditaments have been purchased or agreed to be purchased by the Direction of the said Court of Chancery, as being desirable and convenient to be held with the Estates to which they so adjoin or are immediately contiguous, and the same Estates have been conveyed, or are intended to be conveyed, unto and to the Use of *Matthew Ford*, of *Lincoln's Inn Fields*, Gentleman, (a Trustee appointed by the said Court,) his Heirs and Assigns, for ever, upon trust for the said *Clara Thornhill*, her Heirs and Assigns, but in case the said *Clara Thornhill* shall die under the Age of Twenty-one Years, upon trust for such Person or Persons as would have been entitled to the Purchase Money paid for the said Lands and Hereditaments at the Time of the Decease of the said *Clara Thornhill* in case the same had not been laid out in the Purchase of Real Estate, in the same Shares and Proportions as such Persons would have been entitled to the said Purchase Money in the event aforesaid; and the same Estates have been paid for, or are intended to be paid for, by the like Direction, out of Monies in the Hands of the Receiver in the said Cause of *Thornhill* versus *Thornhill*, which have arisen from the Rents and Profits of the said devised Estates during the Tenancy in tail of the said *Clara Thornhill*; and it is desirable that the Powers herein-after contained should in all respects apply to the Estates comprised in the said Fifth Schedule, and to other Lands which during the Minority of the said *Clara Thornhill* may be purchased for her out of Rents and Profits which have arisen or may arise as aforesaid, in case such after acquired Estates adjoin or intersect or are in the immediate Neighbourhood of the Estates for the Time being subject to the Uses and Trusts of the Will of *Thomas Thornhill* the Testator of One thousand seven hundred and ninety: And whereas the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety are specified and described in the First, Second, and Fourth Schedules to this Act, and the said Estate at *Rawdon* is specified and described in the Third Schedule to this Act, and the Estates belonging to the said *Clara Thornhill* in Fee are described in the Fifth Schedule to this Act: And whereas, for the Purpose of more accurately defining the Parts of the said Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety,  
and

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and such Part of the Estates comprised in the said Fifth Schedule, upon which Villas or Dwelling Houses only are to be built, and the Parts which are to be excepted out of the Powers of this Act, a Map or Plan of such Parts, respectively signed by the Right Honourable *John Thomas Lord Redesdale*, Chairman of Committees of the House of Lords, has been deposited in the Office of Master *Humphry*, the Master to whom the said Cause stands transferred, that Part of the said Map or Plan upon which such Villas or Dwelling Houses only are to be built being coloured light Red, and also distinguished by there being written thereon the Words and Figures, "*Thornhill's Estate Act, 1852, Lands upon which Villas or Dwelling Houses only are to be built;*" and that Part of the said Map or Plan showing the Lands excepted, being coloured respectively Green, Blue, and Yellow, and also distinguished by there being written thereon the Words and Figures "*Thornhill's Estate Act, 1852, Lands excepted:*" And whereas the Mansion House or Hall of *Fixby*, the principal Residence on the Estates of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in consequence of its immediate Contiguity to the said Town of *Huddersfield* has been found difficult to let, and, with the Sanction of the said Court of Chancery, is now divided into and let as Three separate Residences, and the Park adjoining the said House or Hall is let for the Purposes of Pasturage: And whereas from the Contiguity of the said House or Hall of *Fixby* to the said Town of *Huddersfield* no Injury can arise either to the said House or Hall, or to the Park or Lands forming the Demesne, by the Erection of Buildings in various Parts of the adjoining Estates: And whereas, in order to avoid the Necessity of frequent References to the Court of Chancery in Matters relating to the Exercise of the said Powers of leasing, and to avoid the great Expense to be thereby incurred, it is desirable that Three Persons should be appointed by the said Court, and by whose Direction the Lands intended to be built upon shall be laid out, and with whose Assent Leases thereof shall be granted: And whereas Sir *George Rose*, the Master acting for the said Master *Humphry*, pursuant to the General Orders of the said Court of Chancery, dated the Third Day of *June* One thousand eight hundred and fifty, has by his Report, bearing Date the Eleventh Day of *May* One thousand eight hundred and fifty-two, certified that he was of opinion that it was fit and proper, and would be for the Benefit of the said *Clara Thornhill*, that an Act of Parliament should be applied for, for the Purposes mentioned in the several Orders of Reference of the Seventeenth Day of *December* One thousand eight hundred and fifty-one, the Seventeenth Day of *February* One thousand eight hundred and fifty-two, and the Twenty-second Day of *April* One thousand eight hundred and fifty-two; and he further certified, that the Draft of a Bill in Parliament having been laid before him, he had perused and settled and did approve of the

Master's Report, dated  
11th May  
1852.

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*Thornhill's Estate Act, 1852.*

Order confirming  
Master's Report,  
dated 19th May  
1852.

same as a proper Bill for the Purpose of effecting the several Objects mentioned in the said Orders of Reference, and that it having been represented to the said Master that it would be desirable that such Powers should also apply to the said *Rawdon* Estate, in case the aforesaid Contract for the Purchase thereof should be approved by the said Court, he had, at the Request of the Parties interested, included in the said Draft Bill the necessary Powers for the Purpose lastly mentioned, subject to the Approbation of the Court, and that he had caused the said Draft Bill so approved by him to be transcribed on Paper, and in testimony of his Approbation thereof he had signed his Name and Allowance at the Foot of the said Transcript: And whereas by an Order of the said Court of Chancery in the said Cause of *Thornhill* versus *Thornhill*, bearing Date the Nineteenth Day of *May* One thousand eight hundred and fifty-two, the said Master's Report was duly confirmed; and it was ordered that all the Powers applicable to the said devised Estates should be made applicable to the said *Rawdon* Estate; and it was ordered that Clauses should be inserted in the said Bill for Parliament, authorizing the Guardian for the Time being of the said *Clara Thornhill* to grant Husbandry Leases of all or any Part of the said devised Estates and the said *Rawdon* Estate, and that all the Powers of this Act should apply to the Estates purchased and paid for out of the surplus Rents and Profits of the said devised Estates and any other which may hereafter be purchased in like Manner: And whereas the said *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill* are respectively Tenants in Tail General in remainder of the said Estates so devised as aforesaid, and it is just and expedient that the several Powers intended to be conferred by this Act upon the said *Clara Thornhill* or her Guardian, for her Benefit, should, so far as the same relate to the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, be conferred in manner and under the Restrictions in this Act enacted upon the said *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill*, or their Guardian, if and when they shall respectively become Tenants in Tail in possession of the said Estates, or upon any other Person who shall become Tenant in Tail in possession of the same Estate under the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or upon the Guardian of such Infant Tenant in Tail during the Minority or Minorities of each such Person: And whereas the several Purposes herein-before expressed cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *Honoriam Hungerford*, as the Guardian and on behalf of the said *Clara Thornhill*, *Honoriam Louisa Thornhill*, and *Eleanor Frances Thornhill*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's

*Thornhill's Estate Act, 1852.*

Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

I. That from and immediately after the passing of this Act it shall be lawful for the Court of Chancery, and such Court shall, as soon as conveniently may be, appoint Three Persons, who shall be Trustees for the Purposes of the Building Leases hereby authorized to be granted, and who shall forthwith and from Time to Time lay out the Lands which are intended to be built upon, and settle the Terms (subject to the Provisions herein-after contained) upon which Leases thereof, or of distinct Parts thereof, shall be granted, and no Building Leases shall be granted without the Assent of such Persons; and such Persons shall testify their Assent to the granting of Building Leases, or Contracts for granting Building Leases, either by being a Party to the same Leases or Contracts, or by signing a Certificate to be indorsed upon or annexed to each Lease or Contract to be made and entered into under the Powers of this Act, stating or certifying that such Lease or Contract, as the Case may be, was made and entered into with their Consent.

Appoint-  
ment of  
Trustees.

II. It shall be lawful for the Person who is or from Time to Time shall be Tenant in Tail in possession of the Estates devised in manner aforesaid by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, under the Limitations of the same Will, during the Period such Person shall be an Infant, with the Consent of the Three Persons to be appointed as herein-before is directed, to grant, demise, or lease, for any Term not exceeding Nine hundred and ninety-nine Years in possession, as well, all or any Part of the Freehold Estates so devised as aforesaid, with the Exception of the Portion thereof of which a Plan showing such Exceptions has been so signed and distinguished and deposited as aforesaid, as also of the said Estate at *Rawdon* after the Purchase thereof shall be completed, and all other the Estates which shall from Time to Time be subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to any Person or Persons who shall be willing substantially to improve or repair any of the present or any future Houses, Mills, Manufactories, Warehouses, Workshops, or other Buildings, upon any Part of the said Estates (except as aforesaid), or to erect and build any new House or Houses, Mill or Mills, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Building or Buildings, on any Part of the said Estates (except as aforesaid) whereon no Building shall be then standing; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings or Works standing or being upon or within the Land or Ground comprised in such Leases respectively,

and

Leases to be  
granted for  
certain  
Terms.

*Thornhill's Estate Act, 1852.*

and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages; or otherwise as aforesaid, or any other Part which shall not have been leased of the said Lands or Grounds, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessees to dig, take, and carry away, in and out of the Lands or Grounds to be comprised in his, her, or their Lease or respective Leases any Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles, or other Materials, to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any Liberties or Privileges in, upon, through, over, or under the Lands or Grounds leased; and with or without any other Liberties, Privileges, or Reservations which are reasonable or usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the Estates comprised in the said First, Second, Third, and Fourth Schedules to this Act (except as before excepted); and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Party granting such Lease or Leases respectively as to the Mode in which any other Part or Parts of the said Estates shall be built upon, laid out, used, or improved; and also reserving or not reserving out of any such Lease the Right of granting to any other Person the Use of any Water standing, springing, or flowing upon or  
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*Thornhill's Estate Act, 1852.*

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out of any Part of the Lands demised either exclusively or in common with the Lessee or Lessees, or others, so as in every such Lease there be reserved and made payable (except in the Case where Peppercorn Rents may be reserved, according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering the Nature and Circumstances of the Case, be reasonably had or gotten for the same, and so as the Rent or Rents to be reserved in any such Lease be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same (except as regards such Leases as shall be granted of the Premises specified in the said Fourth Schedule to this Act); and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed on to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby granted such Buildings and Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Houses, Mill or Mills, Manufactories, Warehouses, Workshops, Erections, and Buildings erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised insured from Loss by Damage from Fire to the Amount of Three Fourths at the least of the Value thereof in some or One of the Offices for Insurance in *London* or *Westminster*, or in some Insurance Office in *Yorkshire*, to be approved of by the Party granting the Lease, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary in substantially rebuilding, repairing, and reinstating such Houses, Mills, Manufactories, Warehouses, Work-

[*Private.*] 6 t shops,

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*Thornhill's Estate Act, 1852.*

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shops, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of, and leave in good Repair, the Houses, Mills, Manufactories, Warehouses, Workshops, Erections, Buildings, and Works to be erected and built, or improved, repaired, or constructed on the Premises therein comprised, on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on any such Lease, his, her, or their Surveyors and Agents, to enter upon the Premises and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement, that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Pepper-corn), or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding One Year, and not paid within a further Period to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing, to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant or One of the Tenants of the Premises to be comprised in the same Lease, or if the Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds, or other greater or less Sum to be specified in the Lease, and the same shall not be repaired within a Period to be therein specified, after Notice in Writing for that Purpose, to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period to be in such Lease specified, not exceeding Two Years next after such Fire or Accident shall happen, or in case it shall be thought desirable, and shall be so provided in such Lease, on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Lease on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions, then, and in any of the said Cases, it shall be lawful for the Person or Persons for the Time being entitled to the Reversion expectant on any such Lease for Years as aforesaid to enter into and upon the Hereditaments comprised in such Lease; and either with or without a Proviso, as to the Person or Persons making or granting such Lease shall seem fit, that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant contained for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as  
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*Thornhill's Estate Act, 1852.*

may be agreed upon between the Parties to be so excepted) shall occasion any Forfeiture of such Lease, or of the Estate or Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease for Years may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which shall appear reasonable to the Persons or Person making or granting the same respectively, or such Trustees as aforesaid, and so as that the respective Lessees execute Counterparts of their respective Leases.

III. Provided always, That the First Payment of the Rent to be limited or reserved in any Lease to be granted in pursuance of the Power herein-before contained may be made to commence and become payable on any Day not exceeding One Year and a Half from the Commencement of the Term to be comprised in any such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Commence-  
ment of Rent.

IV. The Certificate in Writing of the Person or Persons executing any Lease to be made under the several Authorities in this Act contained, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Certificate as  
to Counter-  
parts of  
Leases.

V. It shall be lawful for the Person or Persons so for the Time being entitled to make such Leases as aforesaid to make any Lease or Leases pursuant to the Powers and subject to the Restrictions herein-before contained upon the Surrender of any Lease or Leases which may be subsisting at the Time of passing this Act.

Leases may  
be made on  
Surrender of  
existing  
Leases.

VI. It shall be lawful for the Person or Persons for the Time being authorized to make Leases as aforesaid to lay out and dedicate and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased as and for Markets, Crescents, and other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise, for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed

Lands may  
be laid out  
and dedi-  
cated for de-  
fined Pur-  
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agreed upon in any such Lease to be made as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed, if any, to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, within Six Months from the Date of any such general Deed; and also by such Leases, or general Deed or general Deeds respectively to grant such Liberties, Privileges, Easements, and Conveniences, with reference to the Use or Enjoyment of the Land so to be appropriated or dedicated, as by the Parties granting such Lease shall be deemed reasonable and convenient.

Power to grant Liberty to lay down Pipes, and construct Drains.

VII. Provided nevertheless, That it shall be lawful for the Person or Persons hereby authorized to grant Leases as aforesaid, notwithstanding the Dedication of any Part of such Hereditaments by Deed, to grant Liberty and Licence to any Person to lay down any Pipes for Water or Gas, and to construct any Drains, Sewers, or other Works of a like Nature upon such Terms as shall be thought fit, in, under, or over any Part or Parts of the Hereditaments comprised in the said First, Second, Third, and Fourth Schedules to this Act, and from Time to Time to enter upon all or any Part of the same Hereditaments for the Purpose of repairing and maintaining the same, and any such Pipes, Drains, or Sewers may be laid down or constructed in or over any Hereditaments included in any such Deed of Dedication.

Qualification as to Lands demised or sold.

VIII. Provided always, that none of the Powers lastly herein-before contained, except the Power of Entry for the Purposes of Repair and Maintenance, shall or may be exercisable over any Part of the Hereditaments comprised in the said First, Second, Third, and Fourth Schedules to this Act, which shall have been demised or agreed to be demised or sold under the Powers contained in this Act in that Behalf, without the Consent of the Person or Persons for the Time being entitled under such Demise or Sale.

Leases of Water, &c., for Ninety-nine Years.

IX. It shall be lawful for the Persons hereby authorized to grant Leases as aforesaid, with such Consent as aforesaid, from Time to Time to grant, by way of Lease, to any Person or Persons whomsoever, any Liberties, Licences, Powers, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Person or Persons, all Pools, Reservoirs, Ponds, Streams, or Springs of Water upon the Estates in the said First, Second, Third, and Fourth Schedules to this Act, or upon any other Estates which shall from Time to Time be subject to the Uses or Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, and all or any other Water springing or flowing, or which shall or may spring or flow, in, through, upon, over, or out of any of the

*Thornhill's Estate Act, 1852.*

the same Estates, together with such Easements and Rights of Entry upon any of the same Estates, for the Purpose of constructing, maintaining, and repairing any such Reservoir as aforesaid, or any Dam, Mill-race, or Watercourse, or other Waterworks, as shall be thought expedient, and with such Easements or Privileges in, upon, over, or out of any Part of the same Estates as shall be thought convenient, for any Term of Years not exceeding Ninety-nine Years in Possession, and not by way of Reversion or future Interest; so as there be reserved in every such Lease as aforesaid, payable half-yearly or oftener during the Continuance of such Term, the best and most improved yearly Rent that can be reasonably obtained for such Liberties, Licences, Powers, and Authorities, either in the Shape of a fixed Sum of Money or by way of Toll or otherwise, without taking any Fine, Premium, or Foregift for the making thereof (other than any Provision or Provisions which it may be deemed expedient to insert in any such Lease, making it obligatory on the Lessee to repair or contribute to the Repair of any Reservoir, Dam, Mill-race, Watercourse, or other Waterworks, or to keep open or otherwise use in any specified Manner any such Reservoir, Dam, Mill-race, Watercourse, or other Waterworks, to be comprised or affected in or by any such Lease); and so as there be contained in every such Lease a Condition or Power of Re-entry, or a Power to make void the same, in case the Rent thereby reserved, or any Part thereof, shall not be paid within some reasonable Time to be thereby specified; and so as the respective Lessees do execute Counterparts of their Leases; and generally in and by any such Lease there shall and may be reserved and contained any other Reservations, Covenants, Agreements, Provisions, and Stipulations (not inconsistent with those hereby required to be reserved or contained in every such Lease) which it shall be deemed expedient to insert therein; and it shall also be lawful for the said Tenants in Tail, with such Consent and during such Period as aforesaid, to accept from any other Person or Persons Leases of Easements, Privileges, Water Leaves, or Way Leaves, through or over any Lands or Hereditaments adjoining or adjacent to any of the Lands or Hereditaments comprised in the First, Second, Third, and Fourth Schedules to this Act, or which shall from Time to Time be subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, upon such Terms and Conditions as shall by the said Trustees be thought advisable in furtherance of the Objects of this Act, and to execute Counterparts of such Leases.

X. Provided always, That it shall be lawful for the Person or Persons hereby authorized and empowered to grant Leases to enter into any Contract or Contracts in Writing for granting any Lease or Leases for Years of all or any Parts or Part of the Estates of which they or he are or is herein-before authorized to make Leases as afore-

Power to  
enter into  
Contracts.

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*Thornhill's Estate Act, 1852.*

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said, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree, when and as any Lands or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on, or rebuilt or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, his or her Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons as they or he shall nominate and appoint in that Behalf, to be approved of by the Person or Persons for the Time being hereby authorized to make Leases as aforesaid, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels and under such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and, if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land or Ground thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper, or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby agreed to be leased in such Manner as shall be agreed upon, and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Lease or Leases granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the  
Land

*Thornhill's Estate Act, 1852.*

Land or Ground to be therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly Rents agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be leased and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

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

Certain  
Clauses to  
be inserted  
in Contracts.

XII. If

*Thornhill's Estate Act, 1852.*

Leases may  
be granted  
of Lands  
entered  
upon.

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

Forms of  
Contract  
may be  
varied.

XIII. It shall be lawful for the Person or Persons hereby authorized and empowered to grant Leases to enter into any new Covenant or Agreement or Agreements in relation to the Hereditaments so authorized to be leased with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, his Executors, Administrators, or Assigns, by way of Addition to or in Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so, nevertheless, that such Contract or Contracts respectively shall, when so added, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall be so released, so, nevertheless, that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable to the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be contracted or agreed to be leased and afterwards leased under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in  
pursuance

*Thornhill's Estate Act, 1852.*

pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any Lease shall have been executed, the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

XIV. It shall be lawful for the Persons or Person for the Time being authorized and empowered by this Act to grant Leases as aforesaid to confirm any Lease or Leases to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be or be considered void or voidable, or to grant any Lease or Leases pursuant to the Powers and subject to the Restrictions herein-before contained in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted, or purported to be granted, by such void or voidable Lease or Leases; and as to such Lease or Leases at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved or limited in such void or voidable Lease or Leases, or to accept a Surrender or Surrenders of any Lands or Hereditaments to be leased under this Act, and grant any Lease or Leases pursuant to the respective Powers and subject to the respective Restrictions herein-before contained of the Hereditaments comprised in the Lease or Leases so surrendered, but not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered; and as to such Leases at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved or limited in the original Lease or Leases, but so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or Confirmations, or new Lease or Leases.

Leases void-  
able by  
technical  
Error may  
be confirmed.

XV. The Assent of the Building Lease Trustees to any Building Lease or a Contract for Building Lease shall be testified either by their being Parties to and executing such Lease or Contract, or by a Certificate under their Hands indorsed upon or annexed to such Lease or Contract.

Assent of  
Building  
Lease Trus-  
tees how to  
be obtained.

XVI. Notwithstanding anything herein-before contained no Building shall be made upon the Lands specified upon the before-mentioned Plan as applicable for the Erection of Villas or Dwelling Houses only, except Villas or Dwelling Houses of a superior Class, with suitable Outbuildings and Appurtenances thereto.

Land for  
Villas, &c.  
only.

[Private.]

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XVII. It

*Thornhill's Estate Act, 1852.*

Lease may  
be granted  
of Lands in  
Fourth Sche-  
dule on Pay-  
ment of a  
certain Rent.

XVII. It shall be lawful for the Person or Persons hereby authorized and empowered to grant Leases to grant and demise, with the Consent of the said Trustees for Building Leases, such Parts of the said Estates as are comprised in the Fourth Schedule to this Act to any Person or Persons who may, prior to this Act, have built thereon at their own Expense, or to such other Person or Persons as the said Building Lease Trustees shall, in their uncontrolled Judgment and entire Discretion, consider fairly entitled to any Claim, Allowance, Consideration, or Advantage in respect of the Buildings made upon the Premises comprised in the said Fourth Schedule or any of them, whether such Buildings were made by or at the Expense of such Persons or not, a Lease or Leases of the Premises included in their present Holdings for any Term not exceeding Ninety-nine Years in Possession, upon Payment of a Fine not exceeding in Amount Seven Years of the Ground Rent for the Time being payable in respect of the same Premises respectively, so that there be reserved in such Lease a Rent equal in Amount to the Ground Rent for the Time being payable in respect of the same Buildings respectively, such Rents to be made payable half-yearly or oftener; and, except as regards the taking of a Fine upon the granting of such Leases, and except as regards the Amount of Rent to be reserved by such Leases, the same Leases shall be considered to fall within the general Powers of leasing and contracting to lease herein-before contained, and shall contain all such Covenants, Provisoes, Stipulations, and Agreements as are directed to be contained in Leases granted under the said general Powers, and the several Clauses herein-before contained shall be applicable to Leases to be granted or to Contracts for granting Leases of the Premises included in the said Fourth Schedule.

No Trust  
created for  
Persons re-  
ferred to in  
Fourth Sche-  
dule.

XVIII. Nothing herein contained shall extend or be construed to extend to create, cause, or raise either expressly or constructively, any Trust for the Benefit of any of the Persons who have built upon the Lands comprised in the said Fourth Schedule to this Act, or any one claiming by, from, through, under, or in trust for them, either in relation to such Leases as are hereby authorized to be granted or otherwise howsoever.

Duties of  
Building  
Lease Trus-  
tees.

XIX. It shall be lawful for the Building Lease Trustees to make or cause to be made and to adopt all such Plans, Surveys, Estimates, and Valuations as they shall from Time to Time think fit for the better and more conveniently effectuating and carrying out the Objects and Purposes of this Act relating to the granting of Building Leases; and the Determination or Judgment of the said Trustees for the Time being shall not be impeached or called in question by reason or on account of any Error or Mistake in such Plans, Surveys, Estimates, or Valuations, nor shall the said Trustees be in anywise answerable or accountable

*Thornhill's Estate Act, 1852.*

accountable for any Act, Deed, Matter, or Thing made, done, or executed in the Premises from Error of Judgment only, nor shall any One or more of them be answerable for the others or other of them, but each of them only for his or their own wilful and intentional Defaults.

XX. Upon the Death, Resignation, Incapacity or Refusal to act, going abroad, or Removal by the said Court of Chancery of any of the Persons appointed Building Lease Trustees, the said Court may appoint another Person or Persons in his or their Stead for the Purposes aforesaid, and so from Time to Time as there shall be Occasion.

How new Trustees are to be appointed.

XXI. It shall be lawful for the said Court of Chancery and the same Court is hereby required from Time to Time to make an Order in a summary Way for settling, taxing, and allowing the Costs, Charges, and Expenses of the said Trustees incurred in or about the Execution of the Trusts and Purposes of this Act or in relation thereto, including all Sums due or paid to Surveyors or others employed by them, and to order the immediate Payment of such Costs, Charges, and Expenses out of such Fund, either in the first instance, or finally, as the said Court shall think fit, and also to order that the Amount so paid for such Costs, Charges, and Expenses may be made a Charge upon the Corpus of the said Estates in such Manner as the said Court shall or may direct.

Court of Chancery to make Order as to Costs of Trustees.

XXII. During the Continuance of the Suit of *Thornhill* versus *Thornhill*, or any revived or supplemental Suit connected therewith, the Fines payable in respect of the granting of Leases of any Part of the Premises comprised in the said Fourth Schedule to this Act shall be paid to the Receiver for the Time being in the said Cause, who shall keep a separate Account of all Sums of Money received by him in respect of such Fines, and shall account for the same in passing his Accounts before the Master to whom the said Cause is referred, and after paying thereout the Amount of the Costs, Charges, and Expenses mentioned in the Clause herein-after contained respecting the Payment of the Costs, Charges, and Expenses of this Act, the Residue of the Money received in respect of such Fines shall be paid into the Bank of *England*, in the Name of the Accountant General of the said Court of Chancery, to the Credit of an Account to be entitled "Surplus Fines Account," in the Matter of this Act (citing it); and such Money shall be disposed of in the same Manner as Money to arise from the Sale of any of the said Estates under the Power of Sale herein-after contained is directed to be disposed of.

During Suit of *Thornhill* v. *Thornhill* all Fines to be paid to Receiver, and Costs of Act to be paid thereout.

XXIII. If the said *Clara Thornhill* shall die under the Age of Twenty-one Years the Monies to be received in respect of Fines upon Leases

If *Clara Thornhill* dies under the Age of

*Thornhill's Estate Act, 1852.*

21, all Sums received for Fines still to be liable to Costs of Act.

Leases to be so granted as aforesaid shall still, in the first instance; be liable to pay the Costs, Charges, and Expenses aforesaid; and after Payment thereof the Residue of the Money to be received in respect of such Fines shall be paid into the Bank of *England*, and be disposed of in the same Manner as Money to arise from the Sale of any of the said Estates under the Power of Sale herein-after contained.

Husbandry Leases may be granted for 21 Years.

XXIV. It shall be lawful for the Person or Persons herein-before authorized to make Leases as aforesaid, with the Consent of her or his Guardian only, to demise or lease all or any Part or Parts of the Hereditaments and Premises mentioned and comprised in the First, Second, Third, and Fourth Schedules to this Act (except such Parts thereof as are specified in the before-mentioned Plan), for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession and not in reversion or by way of future Interest, so that there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be leased, that can or may be reasonably gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent thereby to be reserved in case the same shall be in arrear for the Space of Thirty Days or upwards, and so as that the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste or exempted from Punishment for committing Waste, anything herein-before contained to the contrary thereof in anywise notwithstanding.

All Leases to be in Name of Infant Tenant in Tail.

XXV. All Leases granted under the Powers of this Act herein-before contained shall be made in the Name of the Infant Tenant in Tail by whom they are granted, and shall be signed by the Guardian for the Time being of such Infant in the Name of such Infant.

All Leases to over-ride Jointure of 2,000*l.* per Annum.

XXVI. All Leases granted under the Powers of this Act herein-before contained shall over-ride the Jointure Rentcharge of Two thousand Pounds *per Annum* so granted to the said *Honoria Hungerford* as herein-before mentioned, and the Term for securing the same, in the same Manner as if such Leases had been granted under the Exercise of a Power to limit a Use or grant an Estate to take effect prior to such Jointure Rentcharge and Term.

Power to grant Leases of Estates in

XXVII. It shall be lawful for the said *Matthew Ford*, his Heirs or Assigns, Trustees in whom for the Time being the legal Estate of the Lands

*Thornhill's Estate Act, 1852.*

Lands and Hereditaments described in the Fifth Schedule to this Act are or shall be vested during the Minority of the said *Clara Thornhill*, with the Consent of the said Three Persons so to be appointed as aforesaid, to demise or lease, or contract to demise or lease, all or any Part of the Lands and Hereditaments described in the said Fifth Schedule, and any other Estates which may hereafter be purchased for the said *Clara Thornhill* during her Minority, for such Terms of Years, at such Rent, under such Covenants, Provisoes, Declarations, and Agreements, and in such Manner in all respects as is or are mentioned in the Clauses of this Act conferring the Power of granting Building Leases of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety; and all Powers conferred by this Act upon the Person hereby authorized to grant Leases of the said Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety are, with reference to the Lands and Hereditaments comprised in the said Fifth Schedule, and any other Estates which may hereafter be purchased as last aforesaid, conferred upon the said *Matthew Ford*, his Heirs and Assigns, Trustees as aforesaid acting with such Consent as aforesaid, in case such after-acquired Estates adjoin or intersect or are in the immediate Neighbourhood of the Estates from Time to Time subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety.

Fifth Schedule.

XXVIII. The Powers and Duties hereby conferred upon the Three Persons so to be appointed as aforesaid, with reference to the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, are hereby conferred upon the same Persons with reference to the Lands comprised in the said Fifth Schedule to this Act, and of any other Estates which may be hereafter purchased as last aforesaid, and their Certificate to be annexed to any Lease or Contract for a Lease granted or to be granted of the Lands comprised in the said Fifth Schedule shall be of the like Effect with reference to the Lands comprised in such Lease or Contract as is declared with regard to the Effect of a Certificate annexed to Leases or Contracts for Leases of the said Lands so devised as aforesaid.

Powers to be exercised by Trustees to be applicable to Estates in Fifth Schedule.

XXIX. After the passing of this Act it shall be lawful for the Guardian or Guardians for the Time being of the said *Clara Thornhill* during her Minority, or for the Guardian or Guardians for the Time being of such other Person or Persons as shall from Time to Time be Tenant in Tail in possession of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in manner herein-before mentioned under

Sale and Exchange of devised Estates with Sanction of Court.

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*Thornhill's Estate Act, 1852.*

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the Limitations of the same Will, during the respective Minorities of such Persons, with the Consent of the said Court of Chancery, absolutely to sell as well all or any Part or Parts of the Estates so devised as aforesaid, (except the Lands coloured respectively Blue, Green, and Yellow on the said Plan,) as also all or any Part or Parts of the Estates which shall or may be acquired under the Powers conferred by this Act, and the Estate at *Rawdon* when the Purchase thereof shall be completed, and any other Estates which shall from Time to Time be subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, for such Price or Prices in Money as to the Person or Persons making such Sale shall be reasonable, or with such Consent as last aforesaid to grant and convey the same Estates in Exchange for other Hereditaments of Freehold Tenure in *England* and *Wales*, and any such Sale or Sales as aforesaid shall or may be made either by Public Sale or Auction or by Private Contract, and the Person or Persons hereby authorized to make such Sales shall have full Power to make such Stipulations or Conditions in any Particular of Sale by which the said Hereditaments or any Part thereof may be sold, or in any Contract for the Sale or Exchange thereof or of any Part thereof as to the Title to be required by the Purchaser or Purchasers or the Person or Persons with whom the Exchange is to be made, or the Evidence to be produced in support of the same, or otherwise, as the Person or Persons making such Sale shall think fit, and shall also have Power to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, and with such Consent as aforesaid to rescind, alter, or vary any Contract or Contracts which may be entered into for Sale thereof, whether upon Sale by Public Auction or Private Treaty, and to re-sell the Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being responsible for any Loss or Diminution of Price which may be occasioned thereby; and for the Purpose of effecting any such Sale or Exchange it shall and may be lawful for the Person or Persons hereby authorized to make such Sales or Exchanges, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him, or by the said *Clara Thornhill* or other Person or Persons Tenant in Tail for the Time being on his said Estates under the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, in the Presence of and attested by Two or more credible Witnesses, to convey and assure the said Estates and Hereditaments so to be sold or exchanged as aforesaid, freed and discharged from the Uses thereof declared by the said Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or such of them as shall be subsisting, and in all respects in such Manner and for such Intents and Purposes as may be thought necessary to effect any such Sale or Exchange,

*Thornhill's Estate Act, 1852.*

Exchange, and it shall be lawful for the Person or Persons hereby authorized to make such Sales or Exchanges, on any Exchange to receive any Monies by way of Equality of Exchange: Provided always, that notwithstanding the Exception herein-before contained as to the said Lands coloured Green, Part thereof may (with the Exception of the Demesne) be sold or conveyed without valuable Consideration as a Site for a Church, Parsonage, or School, subject to the Restrictions as to Quantity herein-after contained in the Clause respecting Sites for Churches, Parsonage Houses, and Schools.

XXX. The said *Matthew Ford*, his Heirs or Assigns, Trustees for the said *Clara Thornhill* as aforesaid of the said Lands and Hereditaments comprised in the said Fifth Schedule to this Act, and of any other Estates which may be hereafter purchased for the said *Clara Thornhill*, may, with the Consent of the said Court of Chancery, sell or exchange the same Lands for other Lands and Hereditaments of Freehold or Copyhold Tenure, and for those Purposes may exercise all such Powers, Authorities, and Discretions as are conferred by this Act with reference to the Sale or Exchange of Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety.

Power of Sale and Exchange as to these Estates.

XXXI. The Purchase Money which shall arise from any Sale and the Money received for Equality of Exchange upon any Exchange made under the Powers of this Act of Lands subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, shall be paid into the Bank, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to the Account there of such Accountant General to an Account, to be entitled "The Account of the Persons entitled to Sale Monies Devised Estates" in the Matter of this Act (citing it), pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court, and the Monies arising from the Sale of any Estates of which the said *Clara Thornhill* is or may be seised or entitled in Fee shall in like Manner be paid into the Bank to an Account, to be entitled "The Account of Sale Monies, *Clara Thornhill's* Fee Simple Estates," and such Monies shall remain so deposited until the same respectively shall be applied to some One or more of the following Purposes; that is to say, in the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes, or in the Purchase of other Lands to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner as the Lands in respect of which such Money shall have been paid stood settled,

Monies arising from Sale or Exchange to be paid into the Bank.

*Thornhill's Estate Act, 1852.*

settled, or in Payment to any Party becoming absolutely entitled to such Money.

Application  
of Money.

XXXII. Such Money may be so applied as aforesaid upon an Order of the Court of Chancery, and until the Money shall be so applied such Part thereof as shall be paid in during the Continuance of the Suit of *Thornhill* versus *Thornhill* may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Government or Real Securities, and the Interest, Dividends, and annual Proceeds thereof paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and, subject as aforesaid, the Monies so paid in shall be laid out by the Accountant General of the said Court of Chancery in Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided, that it shall and may be lawful for the said Court to make such General Orders, or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in Exchange for those which are so in the course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England*, in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then, and in that Case only, the Surplus which shall remain after discharging the Expenses of the Application to the Court, shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Receipts, &c.  
good Dis-  
charges.

XXXIII. The Certificate of the Accountant General of the Payment into the Bank of *England*, by or on behalf of the Person or Persons liable or entitled to pay the same respectively, of any Purchase Money arising

*Thornhill's Estate Act, 1852.*

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

XXXIV. It shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses which shall be from Time to Time incurred in making the several Applications last aforesaid to the said Court of Chancery in pursuance of this Act, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank and discharging Incumbrances aforesaid, or investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, and in investigating the Title to the same, or otherwise in carrying the Trusts and Purposes of this Act into execution in regard to the Matters aforesaid, and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Court to make Order as to Costs of Applications to Court.

XXXV. It shall be lawful for the Person who is or from Time to Time shall be Tenant in Tail in possession of the Estates devised in manner aforesaid by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, under the Limitations of the same Will, during the Minority of such Person, with the Sanction of the said Court of Chancery, to dispose of and convey, either for valuable Consideration or without receiving any valuable Consideration, any Part or Parts of the said Estates so devised as aforesaid, including such Part of the excepted Estate at *Fixby*, coloured Green, as does not form the Demesne, or which shall be

Certain Lands may, with Consent of Court of Chancery, be conveyed for certain defined Purposes.

[*Private.*]

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subject

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subject to the Uses or Trusts of the said Will, not exceeding in the whole Twenty-five Acres, and the Inheritance thereof in Fee Simple, for any of the Purposes next herein-after mentioned; that is to say, for building thereon Churches, Chapels, Parsonage Houses, Schools, or School Houses, or for Churchyards or Cemeteries, either to be attached to such Churches or Chapels or not so attached, or for Gardens or Orchards for such Parsonage Lands or School Houses, or for Playgrounds for any School, but so nevertheless that the Land conveyed without valuable Consideration (if any) shall be held for ever in connexion with the Protestant Church of *England* as now established in this Realm, and so that not more than Three Acres be granted at a Time for any Church or Chapel with Churchyard or Cemetery attached, and not more than Three Acres for a detached Cemetery, and not more than One Acre for the Site of any Parsonage House with Gardens and Orchard thereto, and not more than One Acre for the Site of a School, School House, with Garden, Playground, and Orchard.

Jointure may be released from Lands sold.

XXXVI. If any of the Estates devised by the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or subject to the Uses or Trusts of that Will, shall be sold or exchanged during the Lifetime of the said *Honoriam Hungerford*, it shall be lawful for her, or the Trustees or Trustee for the Time being in whom the said Jointure Rentcharge of Two thousand Pounds *per Annum* shall be vested, and for the Trustees of the Term for securing the same, to release that Part of the Estates which shall be sold or exchanged from such Rentcharge, without Prejudice to the Remedies for recovering the same Rentcharge as regards the other Lands charged therewith, and every Deed executed under the Powers of this Act by the said *Honoriam Hungerford* for the Purpose of any Sale or Exchange shall operate as such Release, unless it be otherwise expressed in such Deed.

Power to charge Estates in favour of Clara Thornhill for 15,000*l.*, for Money actually expended in substantial Repairs.

XXXVII. The Estates from Time to Time subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, except such Part of the same Estates as are situate at *Fixby, Rastrick, and Calverley*, and as are respectively coloured Blue, Green, and Yellow upon the before-mentioned Plan, shall from the passing of this Act be and they are hereby charged with the Sum of Fifteen thousand Pounds, subject however to the annual Reduction herein-after provided by Section XLI. in respect of the Monies expended upon the said Estates out of the Rents and Profits thereof since the said *Clara Thornhill* was Tenant in Tail thereof, in permanent Repairs and substantial Improvements, such Charge being for the Benefit of the said *Clara Thornhill*, or for the Benefit of the Person or Persons entitled to her Personal Estate; and

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and it shall be lawful for the Guardian of the said *Clara Thornhill*, by Deed to be executed by such Guardian in the Name of the said *Clara Thornhill*, such Deed to be prepared under the Direction of the said Court of Chancery, to convey and assure in Fee Simple, or to demise for any Term or Number of Years, all the said Estates, except as aforesaid, or a competent Part thereof, by way of Mortgage, free from all the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to any Person or Persons in trust for the said *Clara Thornhill*, or for the Person or Persons entitled to her Personal Estate, in such Manner as shall be thought expedient, or if the said *Clara Thornhill* shall marry during her Minority, to any Person who shall advance the said Sum, or as he or they shall direct or appoint, redeemable by the Person or Persons entitled to the Estates mortgaged on Payment of the Principal Money so reducible as aforesaid, and Interest not exceeding the Rate of Four Pounds *per Centum per Annum*: Provided nevertheless, that no Part of the said Sum of Fifteen thousand Pounds shall be actually raised during the Minority of the said *Clara Thornhill*, unless she shall marry during that Period; but although no Money shall be actually raised, yet the said Sum of Fifteen thousand Pounds shall be a Charge upon the said Estates from the passing of this Act; and if the said *Clara Thornhill* shall die under the Age of Twenty-one Years, the same shall carry Interest from the Day of her Death.

No Part of 15,000*l.* to be raised in certain Events.

XXXVIII. It shall be lawful for the said Court of Chancery, and the said Court is hereby required from Time to Time, upon Application to be made to the said Court in the said Suit of *Thornhill* versus *Thornhill* during the Continuance thereof, and after the Determination thereof, upon Application made in a summary Way in the Matter of this Act, to order an Inquiry to be made before a Master of the said Court whether it will be expedient, during the Minority for the Time being of the Person Tenant in Tail in possession of the Estates from Time to Time subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to lay out Monies arising from the Rents and Profits of the same Estates in Repairs and Improvements thereof and the Buildings thereon; and it shall also be lawful for the said Court from Time to Time to order that such Sums of Money as a Master of the said Court shall certify to have been laid out with the Sanction of the said Court since the passing of this Act in making permanent Improvements and substantial Repairs upon the said Estates, shall be a Charge upon the said Estates, subject, however, to the annual Reduction herein-after provided by Section XLI., for the Benefit of the Tenant in Tail out of whose Income such Improvements or Repairs were effected, or for the Benefit of the Person or Persons entitled to the Personal Estate of such Tenant in Tail; and upon such Order being made, such Person

Charge may be created in favour of Infant Tenants in Tail in respect of permanent Improvements with Sanction of Court of Chancery.

as

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as the Court shall appoint shall and may, and she and they are hereby required to charge or raise and take up at Interest, by way of Mortgage of the said Estates, or a competent Part thereof, such Sum or Sums of Money as the said Court shall from Time to Time have directed to be charged or raised as aforesaid, with Interest thereon after a Rate not exceeding the Rate of Four Pounds *per Centum per Annum*, to be computed from the Date of the Order authorizing such Charge, or from such other Time as the Court shall direct, and for that Purpose, by any Deed or Deeds to be sealed and delivered by such Person, to convey and assure in Fee Simple, or to demise for any Term or Number of Years, all the said Estates or a competent Part thereof, by way of Mortgage, free from all the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, to any Person or Persons in trust for such Tenant in Tail or for the Persons entitled to the Personal Estate of such Tenant in Tail, and in such Manner as shall be thought expedient, or unto any Person who shall advance such Sum or Sums of Money, or as he shall direct or appoint, redeemable by the Person or Persons entitled to the Estates mortgaged, on Payment of the Principal Money, so reducible as aforesaid, and Interest, after the Rate stipulated at the Time appointed by the Mortgage Deed: Provided nevertheless, that no Money shall be actually raised under this Power during the Minority of any Tenant in Tail unless being a Female she shall marry under that Age, and then only with the Sanction of the High Court of Chancery; but although no Money be actually raised, yet the same shall be a Charge upon the Estates from the Day mentioned in the Order, with Interest thereon after the Rate aforesaid, from the Day of the Death of the Tenant in Tail in whose Favour such Charge shall be made.

Receipts to  
be good Dis-  
charges.

XXXIX. The Receipt or Receipts of the Person authorized to execute such Mortgage Deeds as aforesaid for any Money to be raised under the present Power, or if the said Monies shall be directed to be paid into the Bank to the Credit of the Accountant General of the Court of Chancery, then the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same and filed in the Register Office of the said Court of Chancery, shall be a conclusive Discharge to the Person or Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid the Person or Persons paying such Money shall not be answerable for the Misapplication or Nonapplication, or be liable to see to the Application, of such Monies or any Part thereof.

XL. Pro-

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XL. Provided that the whole Amount of the Monies to be charged upon the said Estates under the Powers of this Act in respect of Monies expended for permanent Repairs or substantial Improvements shall not, with the said Sum of Fifteen thousand Pounds charged by this Act, exceed the Sum of Fifty thousand Pounds.

Estates not to be charged with more than 50,000*l.*

XLI. The Tenant in Tail for the Time being in possession of the said Estates shall, out of the yearly Rents and Profits, pay all Interest which from Time to Time shall become due and payable in respect of the said Sum of Fifteen thousand Pounds, or any other Sum or Sums of Money which shall or may be charged upon the said Estates as aforesaid in respect of Repairs and Improvements, and shall also every Year pay off One Twenty-fifth Part of the Capital of the said Sum of Fifteen thousand Pounds, or any such other Sum as aforesaid, until the whole thereof shall be discharged.

The Tenant in Tail for the Time being to pay Interest, and One Twenty-fifth of Capital raised.

XLII. It shall be lawful for the said Court of Chancery, and the same Court is hereby required, upon Petition in a summary Way, to make an Order for allowing, taxing, or settling all Costs, Charges, and Expenses which have been incurred, or which shall be incurred, in applying for and obtaining and passing this Act, and of the various Orders of Reference and Proceedings in the Master's Office, and of obtaining the Evidence there adduced, and all other preparatory and preliminary Proceedings, including therein all Costs, Charges, and Expenses which have been or may be incurred in all or any of the Matters aforesaid, by or on behalf of the said *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill*, and such Costs, Charges, and Expenses, when so taxed, shall be paid by the Receiver in the Cause of *Thornhill* versus *Thornhill*, in the first instance, out of the Rents and Profits in his Hands or to come to his Hands of the Estates of which the said *Clara Thornhill* is entitled as Tenant in Tail as aforesaid, or out of the Monies in Court which have arisen from such Rents and Profits, and the Amount so paid shall, if paid out of Rents and Profits in his Hands, be allowed to such Receiver in passing his Accounts of such Rents and Profits, but the said Receiver shall, out of the Monies which he shall receive in respect of Fines upon Leases granted of any of the Hereditaments specified or comprised in the said Fourth Schedule to this Act, recoup the Account of Rents and Profits to the Amount of the Costs, Charges, and Expenses so to be paid by him as aforesaid.

How Costs of Act to be paid.

XLIII. If the said Suit of *Thornhill* versus *Thornhill* shall determine before the Monies received in respect of Fines shall have amounted to a Sum sufficient to pay the Costs, Charges, and Expenses aforesaid, the Difference between the Sum that shall have been paid out of the Rents and Profits for such Costs, Charges, and Expenses,

If Fines not sufficient to pay Costs, Difference to be a Charge on the Estates in

[*Private.*]

*Thornhill's Estate Act, 1852.*

favour of  
Clara Thornhill.

and that which shall have been received in respect of the Fines, shall be a Charge upon the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, for the Benefit of the said *Clara Thornhill*, or the Person or Persons entitled to her Personal Estate, and be secured in the same Manner as the Sums of Money certified to have been expended during the Minority of the said *Clara Thornhill* out of the Rents and Profits of the said Estates are herein-before directed to be secured.

Copy of Plan  
to be Evidence.

XLIV. Any Copy of the before-mentioned Plan so deposited in the Master's Office, signed by such Master, or his Successors in Office, shall be received as Evidence upon all Occasions, without further Proof of the Correctness of such Plan, or of the Signature thereto.

"Guardian."

XLV. For the Purposes of this Act, the Word "Guardian" shall mean either a Testamentary Guardian, or a Person appointed to be Guardian by the said High Court of Chancery.

Effect of  
Orders made  
by the Court.

XLVI. In all Cases in which any Act is hereby authorized or directed to be done under the Direction or with the Approbation or Consent or in any Manner with the Sanction of the said Court of Chancery, such Direction, Approbation, Consent, or Sanction shall, in all Cases in which it is not otherwise provided by this Act, be made and given respectively by Order of the said Court, and every such Order, or any other Orders hereby authorized or directed to be made, shall be made in a summary Way upon Petition, to be presented by the Person for the Time being Tenant in Tail in possession of the before-mentioned Estates, or the Guardian for the Time being of such Person, and during the Continuance of the said Suit of *Thornhill* versus *Thornhill* such Order shall be made in the said Suit.

Short Title.

XLVII. In reciting this Act in other Acts of Parliament, or in legal Documents or Pleadings, it shall be sufficient to use the Expression "*Thornhill's Estate Act, 1852.*"

General  
Saving of  
Rights.

XLVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, and Assigns, (other than the said *Clara Thornhill* and the Heirs of her Body, *Honoria Louisa Thornhill* and the Heirs of her Body, and *Eleanor Frances Thornhill* and the Heirs of her Body, and the said *George Thornhill* the Son, and the Heirs of his Body, subsequent to the Estate in Tail vested in the said *George Thornhill* the Son, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, or Interest

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Interest at Law or in Equity of, in, to, or out of the Hereditaments comprised in the said First, Second, Third, and Fourth Schedules to this Act, or any of them, under or by virtue of the Will of the said *Thomas Thornhill* the Testator of One thousand seven hundred and ninety, or under or through or in respect of any Person or Persons so claiming or to claim as aforesaid, and also except the said *Honoriam Hungerford*, and the said *Henry Hungerford Holdich Hungerford*, and also the said *Mark Milbank* and *William Henry Meyrick*, Sir *Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman*, and all other Persons claiming or to claim by, from, through, under, or in trust for her the said *Honoriam Hungerford*,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been made.

XLIX. That 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 Evi-  
dence.

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The FIRST SCHEDULE to which the above Act refers.

## FIXBY ESTATES.

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
In hand	Quarry Roads, &c.	2	2	17	—	—	—
Armitage, John Thomas	Farms in Rastrick	15	2	35	37	10	0
Aspinall, Job	Ditto	9	1	29	13	0	0
Aspinall, John	Ditto	36	1	16	60	0	0
Aspinall, John, sen.	Ditto	3	0	33	8	10	0
Bell, Emanuel	Ditto	12	2	33	32	0	0
Bottomley, John	Ditto	1	3	27	5	10	0
Bottomley, Judith	Ditto	4	3	13	12	10	0
Denham, Joseph	Ditto	20	3	28	40	0	0
Fox, Widow	Ditto	6	0	28	14	0	0
Freeman, Samuel	Ditto	2	3	0	8	0	0
Garlick, John	Ditto	7	0	13	13	10	0
Garside, Widow	Ditto	8	2	9	20	10	0
Gooder, William	Ditto	21	2	30	46	0	0
Gooder, W. Hall	Ditto	13	3	21	30	10	0
Gooder, John	Ditto	6	0	8	15	0	0
Hellawell, William	Ditto	4	1	8	5	0	0
Holroyd, John	Ditto	0	1	1	5	0	0
Horsfall, Abraham	Ditto	12	1	25	42	0	0
Hodgson, John	Ditto	5	2	34	10	0	0
Hodgson, William	Ditto	6	3	18	16	10	0
Jubb, Thomas	Ditto	1	2	34	4	0	0
Marshall, William and James	Ditto	5	2	7	11	0	0
Mitchell, James	Ditto	3	3	21	16	0	0
Rushforth, Stephen	Ditto	11	2	34	30	0	0
Smith, Jonas	Ditto	9	2	21	21	0	0
Sayles, Isaac	Ditto	4	3	10	6	0	0
Schofield, Jonathan	Ditto	31	3	26	79	10	0
Schofield, Joseph	Ditto	3	0	22	4	10	0
Sutcliffe, Thomas R.	Part of Brighthouse Mill and Land	5	0	10	180	10	0
Singleton, John	Farms in Rastrick	6	1	24	15	0	0
Thornton, Samuel	Ditto	3	2	18	7	0	0
Waddington, W. E.	Ditto	4	3	8	9	0	0
Walker, Luke	Ditto	8	1	10	10	0	0
Wilkinson, Jonas	Ditto	36	3	32	70	0	0
Armitage, Mary	Farms in Lindley and Quarmby	3	0	0	3	10	0
Armitage, Benj. and Joseph	Ditto	16	2	18	40	0	0
Broadbent, John	Ditto	3	1	9	4	10	0
Brook, John	Ditto	15	2	0	35	0	0
Brook, Joshua	Ditto	4	2	24	9	0	0
Boothroyd, William	Ditto	8	2	17	9	0	0
Brook, Joshua Wo.	Ditto	2	1	6	2	15	0

## Thornhill's Estate Act, 1852.

Tenants Names.	Situation of Premises.	Acreage.		Yearly Rent.		
		A.	R. P.	£	s.	d.
Brighthouse, Samuel	Farms in Lindley and Quarmby	40	2 17	51	0	0
Ditto, Pasturage of Outlane Moor	Ditto	60	1 20	5	0	0
Beaumont, William	Ditto	5	0 21	12	0	0
Brook, Wo. Benjamin	Ditto	6	1 21	6	0	0
Bradbury, Thomas	Ditto	5	0 12	7	16	0
Brier, James	Ditto	10	2 1	19	0	0
Beaumont, John	Ditto	14	2 29	38	0	0
Walker, James	Ditto	6	2 22	19	0	0
Calverley, John	Ditto	13	0 6	24	0	0
Craven, John	Ditto	1	2 0	3	0	0
Crossland, Benjamin	Ditto	15	2 19	40	0	0
Ditto (Interest on 1,500 <i>l.</i> for new Mill)	Ditto	-	-	105	0	0
Crossland, George	Ditto	1	2 37	5	0	0
Crossland, Beaumont	Ditto	3	3 38	7	0	0
Denham, Joseph	Ditto	10	0 30	21	0	0
Denham, William	Ditto	13	3 2	22	0	0
Denham, James	Ditto	14	1 4	31	0	0
Drake, Jachariah	Ditto	13	0 33	33	0	0
Dyson, John Lindley	Ditto	10	3 26	28	0	0
Dyson, Thomas and John	Ditto	10	3 27	27	10	0
Dyson, John Salendine Nook	Ditto	19	2 27	35	0	0
Dyson, Joseph and Elizabeth	Ditto	3	1 29	13	0	0
Dyson, Thomas	Ditto	3	0 15	6	0	0
Ellam, Firth	Ditto	8	3 20	17	8	0
Ellam, William	Ditto	4	3 35	12	0	0
Edwards, John	Ditto	9	0 29	27	0	0
Fox, John	Ditto	3	2 30	9	0	0
Fox, Widow, and Joseph	Ditto	7	0 35	22	0	0
Firth, James	Ditto	7	2 14	22	0	0
Firth, Widow	Ditto	17	1 35	37	0	0
Haigh, John	Ditto	21	2 2	42	0	0
Haigh, James	Ditto	10	3 23	28	0	0
Haigh, David, Brothers	Ditto	15	2 17	32	0	0
Hall, John	Ditto	6	2 28	21	0	0
Hall, William	Ditto	10	1 24	20	0	0
Hall, Abraham	Ditto	12	3 4	20	15	0
Hattersley, George	Ditto	4	1 39	14	0	0
Hattersley, John	Ditto	9	2 0	9	0	0
Hanson, Widow	Ditto	10	2 9	12	10	0
Ditto (Waste)	Ditto	0	1 36	0	2	0
Hepworth, Abraham	Ditto	3	0 31	13	0	0
Hepworth, George	Ditto	7	2 12	20	0	0
Hirst, Thomas, Widow	Ditto	12	0 5	15	0	0
Hirst, Thomas	Ditto	2	1 22	3	10	0
Hyde, John	Ditto	8	0 24	9	0	0
Iredall, Mary	Ditto	10	3 25	18	10	0
Lord, Richard, junior	Ditto	10	3 6	16	0	0
Machell, John	Ditto	2	0 0	6	0	0
Mallinson, George	Ditto	21	3 31	42	0	0
Mallinson, Thomas	Ditto	12	1 32	26	4	0
Mellor, James	Ditto	9	3 28	19	0	0
Moore, Joseph	Ditto	12	2 6	16	6	0
Morton, Widow	Ditto	20	0 9	25	0	0
Morton, Joseph	Ditto	17	1 24	23	0	0
Nicholls, Matthew	Ditto	5	0 30	11	5	0
Noble, Ann (Hill House)	Ditto	7	1 26	21	0	0
Radcliffe, William	Ditto	15	1 2	33	15	0

[Private.]

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Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Rhodes, John	Farms in Lindley and Quarmby	23	2	26	74	0	0
Roberts, George	Ditto	12	3	15	25	0	0
Rhodes, Stephen	Ditto	2	3	4	4	0	0
Schofield, Isaac	Ditto	18	0	16	38	0	0
Sheard, John	Ditto	5	0	29	8	0	0
Sheard, Joseph	Ditto	9	1	11	8	0	0
Sykes, Widow	Ditto	6	2	6	10	0	0
Shaw, Thomas	Ditto	8	0	15	15	0	0
Smith, James	Ditto	14	3	8	14	0	0
Stott, James	Ditto	16	1	4	18	0	0
Stott, William	Ditto	27	1	0	18	0	0
Sykes, Joseph	Ditto	25	1	23	90	0	0
Thornton, William	Ditto	1	0	7	1	5	0
Thornton, Joseph	Ditto	17	3	3	41	0	0
Waterhouse, Widow	Ditto	11	2	2	28	0	0
Walker, Joseph	Ditto	2	3	8	6	10	0
Walker, Lydia	Ditto	7	1	23	16	10	0
Walker, Joseph, and Son	Ditto	15	1	27	32	0	0
Ditto (Reservoir)	Ditto	0	0	0	5	0	0
Wilkinson, Robert	Ditto	3	2	35	13	0	0
Wilkinson, William	Ditto	9	1	18	21	0	0
Wilson, George	Ditto	8	0	6	15	10	0
Wilson, James	Ditto	46	2	11	90	0	0
Wilson, Joshua and George	Ditto	16	0	14	30	0	0
Woodhouse, Joseph	Ditto	17	0	0	38	0	0
Aspinall, John	Farms in Fixby	36	1	16	63	0	0
Ball, Abraham	Ditto	16	1	26	40	0	0
Bates, Solomon	Ditto	6	2	26	10	0	0
Beaumont, John	Ditto	13	0	25	33	0	0
Broadley, John	Ditto	3	2	23	5	0	0
Brook, Widow, Joshua	Ditto	13	0	18	30	0	0
Brewer, John	Ditto	8	3	0	15	0	0
Crowther, Betty	Ditto	4	1	23	7	0	0
Crowther, John	Ditto	11	2	37	11	0	0
Cheetham, John	Ditto	7	2	21	18	0	0
Crowther, Saville	Ditto	25	2	4	52	10	0
Crowther, Widow George	Ditto	17	3	23	32	0	0
Crossland, Henry	(Far Town)	22	1	4	66	0	0
Crowther, John	Fixby	5	3	28	14	0	0
Dyson, James	Ditto	17	0	15	31	10	0
Dyson, John	Ditto	3	0	0	10	10	0
Garside, Richard	Farms in Fixby	12	3	15	23	10	0
Garside, John	Ditto	22	1	28	26	10	0
Hall, George	Ditto	29	1	33	102	0	0
Hartley, Richard	Ditto	1	1	30	6	10	0
Holmes, Widow	Ditto	22	1	15	47	0	0
Holroyd, Joseph	Ditto	18	3	13	33	0	0
Holroyd, W. and Benjamin	Ditto	9	1	35	22	0	0
Jagger, Widow	Ditto	21	0	13	48	0	0
Mitchell, Samuel	Ditto	10	3	29	28	10	0
Mitchell, John	Ditto	20	3	18	47	10	0
Radcliffe, Thomas	Ditto	5	2	3	11	0	0
Rhodes, George	Ditto	7	2	22	19	0	0
Schofield, Jonathan	Ditto	14	3	0	36	0	0
Simeon, George	Ditto	16	0	11	28	9	0
Smith, Richard	Ditto	5	3	17	8	0	0
Sutcliffe, William	Ditto	8	3	21	20	0	0

## Thornhill's Estate Act, 1852.

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Sutcliffe, Joseph	Farms in Fixby	13	0	7	21	0	0
Sykes, Benjamin	Lindley	9	3	34	14	0	0
Sykes, Thomas	Fixby, in One Farm	38	2	22	28	10	0
Sykes, Abraham					28	10	0
Tate, James	Ditto	7	2	34	20	0	0
Thornton, Joseph	Ditto	7	2	1	21	0	0
Waterhouse, William	Ditto	23	2	4	51	0	0
Wood, George	Ditto	0	2	6	2	0	0
Wood, John	Ditto	11	0	12	20	0	0
Wilkinson, Joseph	Ditto	7	1	6	16	0	0
Walker, Joseph	Ditto	6	1	6	10	10	0
Norris, Sidney	Fixby Hall	34	1	27	112	0	0
Pratt, John	Ditto	2	0	23	10	0	0
Ditto	Interest on £100	-	-	-	7	0	0
Redhead, Mrs.	Part of Fixby Hall	-	-	-	20	0	0
Ramsbotham, J. H.	Part of the Hall	-	-	-	50	0	0
Ditto	Pasturage	228	2	32	152	0	0
Atkinson, John	Farms in Longwood	44	0	25	42	0	0
Ditto	Ditto	15	1	25	20	0	0
Armitage, Samuel	Ditto	6	3	5	13	0	0
Bottom, Joseph	Ditto	1	3	5	1	10	0
Crabtree, John	Ditto	6	3	27	8	0	0
Crowther, George, Widow	Cottage	0	0	4	3	0	0
Dyson, Widow James	Ditto	9	0	36	15	0	0
Eastwood, John	Ditto	5	3	36	6	0	0
Eastwood, Joseph and Eli	Ditto	4	2	11	8	10	0
Garside, James	Ditto	18	2	19	50	0	0
Hall, Abraham	Mill and Field	1	3	39	65	0	0
Haigh, Joseph	Ditto	10	1	11	18	0	0
Hey, Thomas	Ditto	18	1	8	18	0	0
Ditto	Pasturage	33	1	17	-	-	-
Hirst, Jonathan	Ditto	8	3	25	27	8	0
Lockwood, Joseph	Ditto	60	0	26	10	0	0
Marsden, Humphrey	Deanhead Moor Pasture	22	1	34	2	0	0
Ramsden, Michael, and Son	Ditto	10	3	16	13	0	0
Sykes, Saville	Ditto	6	3	36	9	0	0
Townend, Widow	Ditto	4	2	3	8	10	0
Wilkinson, George	Ditto	3	3	13	7	0	0
Ainley, George	Yearly in Old Lindley	0	2	37	1	11	6
Halstead, Joseph	Bay Horse Inn and Land	4	2	28	16	0	0
Milnes, Joseph	Yearly	-	-	-	1	0	0
Shaw, John, and Son	Ditto	5	0	12	4	14	0
Lister, William	Thornhill Lees	120	0	0	173	10	0
Milbank, Mark, Esquire	Farms in Hunton	15	0	0	6	5	0
Proctor, John	Ditto	17	3	2	30	0	0
Robinson and Plews	Ditto	80	3	14	85	0	0
Berry, Godfrey	Farms in Deighton	13	3	20	20	0	0
Berry, George	Ditto	14	3	32	40	0	0
Berry, Joseph	Ditto	15	0	0	26	10	0
Binns, Godfrey	Ditto	10	3	37	20	0	0
Brook, James	Ditto	7	2	4	13	0	0
Berry, John Graham	Ditto	36	3	39	75	0	0
Clay, John	Ditto	6	3	36	19	0	0
Cliffe, Joseph	Ditto	9	3	2	23	0	0
Dyson, Jane	Ditto	10	1	3	21	0	0
Dawson, John T.	Ditto	23	1	33	93	0	0
Dyson, Eml. and Joseph	Ditto	11	0	3	26	0	0
France, Charles	Farms in Deighton	13	3	28	36	5	0

*Thornhill's Estate Act, 1852.*

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
France, George	Farms in Deighton	20	0	3	30	5	0
Hirst, Thomas	Ditto	3	2	18	10	0	0
Hopkinson, George	Ditto	4	0	0	11	10	0
Ditto (Dyehouse)	Ditto	0	0	16	2	0	0
Jakson, Jonathan	Ditto	0	0	22	4	0	0
Johnson, Joah	Ditto	26	3	8	61	10	0
Netherwood, William	Ditto	7	0	23	18	10	0
Poppleton, William	Ditto	8	3	12	40	10	0
Priestley, Jonathan	Ditto	6	3	6	8	0	0
Robinson, Widow	Ditto	12	3	23	29	0	0
Robinson, Thomas	Ditto	14	0	0	28	0	0
Ditto	Ditto	14	0	0	28	0	0
Riley, Edward	Ditto	8	2	18	13	15	0
Taylor, John	Ditto	5	3	28	18	0	0
Vernon, Widow	Ditto	62	2	2	133	10	0
Aspinall, John and William	Lindley Yearly	-	-	-	2	8	0
Brook, Iram	Cottage	-	-	-	3	1	0
Dyson, Joseph, junior	Lower Hirst, Cottage	-	-	-	1	19	0
Gledhill, Andrew	Ditto	-	-	-	2	11	0
Hague, James, Executors	Ditto	-	-	-	3	7	0
Hudson, William	Ditto	-	-	-	2	4	6
Horsfall, Joseph	Ditto	-	-	-	4	6	0
Iredale, William	Ditto	-	-	-	0	8	0
Pouty, William	Ditto	-	-	-	3	5	0
Rhodes, William	Ditto	-	-	-	1	10	0
Shaw, James	Ditto	-	-	-	0	12	0
Siswick, Joseph	Ditto	-	-	-	1	1	0
Townend, William	Ditto	-	-	-	1	10	0
Ainley, Daniel	Longwood Yearly	-	-	-	0	12	6
Garside, James	Ditto	-	-	-	0	5	0
Kaye, John	Ditto	-	-	-	1	0	0
Cocker, Thomas R.	Old Lindley Yearly	-	-	-	0	4	0
Gledhill, John	Ditto	-	-	-	4	0	0
Quarmby, Eli	Ditto	-	-	-	3	11	6
Wilkinson, George	Ditto	-	-	-	2	0	0
Walker, John	Ditto	-	-	-	0	14	0
Russell, George	Hillhouse	-	-	-	0	10	0
Dyson, Martha	Fixby Cottages	-	-	-	3	3	0
Hartley, Stephen	Ditto	-	-	-	3	0	0
Pitchforth, John	Ditto	-	-	-	2	12	6
Pitchforth, Joseph	Ditto	-	-	-	2	16	0
Sharpe, John	Ditto	-	-	-	2	12	6
Rushforth, Joseph	Russel Street, Halifax	-	-	-	3	3	0
Aspinall, Thomas	Rastrick Cottages	-	-	-	1	11	0
Armitage, William	Ditto	-	-	-	5	5	0
Briggs, Widow	Ditto	-	-	-	1	6	0
Barker, Benjamin	Ditto	-	-	-	2	2	0
Ellis, Mary	Ditto	-	-	-	1	4	0
Ellis, Joshua	Ditto	-	-	-	1	16	0
Hepworth, Robert	Ditto	-	-	-	5	5	0
Horsfall, Cooper	Ditto	-	-	-	1	10	0
Heaton, Joseph	Ditto	-	-	-	3	0	0
Lee, John	Ditto	-	-	-	1	1	0
Marsden, John	Ditto	-	-	-	2	2	0
Marsden, George, Widow	Ditto	-	-	-	1	10	0
Marsden, William	Ditto	-	-	-	2	2	0
Morton, William	Ditto	-	-	-	6	11	0
Ogden Lane Cottage	Ditto	-	-	-	1	15	0

*Thornhill's Estate Act, 1852.*

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Pilling, Abraham	Rastrick Cottages	-	-	-	1	12	0
Shaw, Joseph	Ditto	-	-	-	1	11	6
Scott, John	Ditto	-	-	-	6	10	0
Sheard, Mary	Ditto	-	-	-	4	14	6
Tweedles, Lettice	Ditto	-	-	-	5	0	0
Thornton, John	Ditto	-	-	-	5	5	0
Brook, John	Lindley Cottages	-	-	-	2	15	0
Clay, John	Ditto	-	-	-	1	10	0
Crowther, John	Ditto	-	-	-	3	0	0
Ellam, Widow	Ditto	-	-	-	2	2	0
Forth, Widow	Ditto	-	-	-	2	0	0
Haigh, Betty	Ditto	-	-	-	2	2	0
Haigh, Joshua	Ditto	-	-	-	3	0	0
Schofield, Elizabeth	Ditto	-	-	-	2	0	0
Hall, William and Joseph	Quarmby	-	-	-	1	11	6
Henson, William	Ditto	-	-	-	4	0	0
Shaw, Joseph	Ditto	-	-	-	1	11	6
Dyson, Amos	Longwood Cottages	-	-	-	1	5	0
Dyson, Joseph	Ditto	-	-	-	3	0	0
Earnshaw, John	Ditto	-	-	-	2	12	6
Mellor, James	Ditto	-	-	-	0	2	0
Pogson, Joseph	Ditto	-	-	-	1	5	0
Bradley, John	Deighton Cottages	-	-	-	4	10	0
Hopkinson, William	Ditto	-	-	-	4	10	0
Johnson, Jon.	Ditto	-	-	-	3	10	0
Sutcliffe, Abraham	Ditto	-	-	-	3	0	0
Wheeler, Edward	Ditto	-	-	-	3	15	0
Total		-	3,089	2 33	6,099	14	6

*John H. Ramsbotham.*

*Thornhill's Estate Act, 1852.*

The SECOND SCHEDULE referred to by the above Act.

## CALVERLEY ESTATE.

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Akroyd, Widow	Farms in Calverley	54	3	30	99	0	0
Bannester, Henry	Ditto	10	0	30	20	5	0
Barrett, James	Ditto	24	0	36	52	10	0
Barnes, John	Ditto	13	0	24	17	10	0
Brown, Hannah	Ditto	4	2	9	15	0	0
Burrans, William	Ditto	9	0	12	27	0	0
Barraclough, James	Ditto	43	1	12	90	0	0
Barraclough, John	Ditto	40	1	33	58	0	0
Brook, Benjamin	Ditto	3	3	5	13	0	0
Coates, John	Ditto	9	2	3	30	0	0
Coates, James	Ditto	14	3	29	20	0	0
Cockshott, John	Ditto	27	0	15	66	0	0
Craven, Joseph	Ditto	59	0	30	130	0	0
Craven, Abraham	Ditto	12	3	6	38	0	0
Crossfield, John	Ditto	5	0	19	12	0	0
Coates, Joseph	Ditto	13	0	36	29	0	0
Cordingley, William	Ditto	18	2	10	38	0	0
Clark, William	Ditto	2	3	22	9	0	0
Child, Joseph	Ditto	13	1	0	28	0	0
Dibb, Widow and Son	Ditto	2	1	15	13	0	0
Eastwood, John	Ditto	24	2	32	67	12	0
Fieldhouse, Ruben	Ditto	28	3	18	32	0	0
Fieldhouse, Sarah	Ditto	51	3	23	66	0	0
Firth, Widow	Ditto	50	3	5	66	0	0
Farrer, Rodger	Ditto	6	3	2	20	0	0
Flesher, Mrs.	Ditto	-	-	-	0	2	0
Greenwood, Thomas	Ditto	48	0	33	95	0	0
Gott, John, sen.	Ditto	7	3	1	23	0	0
Gray, Samuel	Ditto	22	2	30	79	0	0
Grimshaw, Jonathan	Ditto	6	1	36	17	0	0
Grimshaw, Widow	Ditto	12	1	20	36	0	0
Grimshaw, William	Ditto	2	0	35	7	0	0
Greenwood, William	Ditto	16	0	23	27	0	0
Greenwood, Jonas	Ditto	24	1	9	40	0	0
Greenwood, John	Ditto	4	2	35	15	0	0
Gaunt, John	Ditto	17	3	24	28	0	0
Gamble, Samuel	Ditto	29	0	32	35	0	0
Greenwood, James	Ditto	46	0	2	65	0	0
Gott, John, Esq.	(Ground Rent)	-	-	-	1	0	0
Hall, William	Ditto	13	1	34	36	0	0
Hall, Benjamin	Ditto	4	2	14	12	15	0
Hartley, James	Ditto	4	3	17	14	0	0
Hainsworth, Benjamin	Ditto	20	0	2	52	0	0
Hargreaves, Widow	Ditto	14	1	39	42	0	0
Holdsworth, John	Ditto	41	3	37	90	0	0
Holdsworth, William	Ditto	12	3	12	21	0	0
Hainsworth, John	Ditto	15	2	16	46	10	0
Hainsworth, George	Ditto	10	3	13	31	0	0

## Thornhill's Estate Act, 1852.

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Hodgson, Andrew	(Ground Rent)	25	2	27	40	0	0
Hollings, Thomas	Ditto	6	3	37	19	0	0
Hainsworth, Johnson & Co.	Ditto	10	3	6	21	0	0
Ingham, William	Ditto	69	3	14	115	10	0
Kellett, William	Ditto	16	0	29	54	0	0
Keighley, Eli	Ditto	16	1	21	38	0	0
Lister, Widow	Ditto	24	1	27	68	0	0
Lee, Thomas	Ditto	9	3	23	36	0	0
Littlewood, Hannah	Ditto	34	2	23	57	0	0
Manchester, John	Ditto	12	3	28	29	0	0
Margatroyd, Joseph	Ditto	10	0	24	35	0	0
Margerrison, Jonas	Ditto	48	1	3	82	0	0
Mathers, Widow	Ditto	14	2	7	50	0	0
Marshall, Abraham	Ditto	6	1	35	15	0	0
Parkin, John	Ditto	9	1	21	28	10	0
Parkin, Robert	Ditto	11	0	32	42	0	0
Pratt, Mary	Ditto	16	1	38	40	0	0
Pratt, Henry	Ditto	5	1	28	20	0	0
Parkinson, J., Widow	Ditto	15	0	12	35	0	0
Pearson, William	Ditto	5	1	30	19	0	0
Pratt, John	Ditto	14	1	36	38	0	0
Pratt, Thomas	Farms in Calverley	10	1	38	26	0	0
Pratt, Jonathan	Ditto	10	1	4	30	10	0
Pearson, David	Ditto	9	3	30	22	0	0
Petch, Joan	Ditto	89	3	33	184	8	0
Rayner, John	Ditto	24	3	12	54	0	0
Stead, Jonas	Ditto (Ross Mills)	28	0	6	300	0	0
Snowden, Sarah	Ditto	18	0	35	45	5	0
Spence, James	Ditto	16	1	9	65	0	0
Stead, William	Ditto	60	2	15	65	0	0
Snowden, William	Ditto	47	2	5	71	0	0
Sutcliffe, Stephen	Ditto	18	0	31	30	0	0
Thornton, John	Ditto	11	0	35	30	0	0
Threapleton, Joseph	Ditto	13	0	4	30	0	0
Turner, William	Ditto	28	2	9	78	0	0
Waterhouse, David	Ditto	11	3	13	38	5	0
Waterhouse, Joseph	Ditto	11	1	10	31	15	0
Waller, Mary	Ditto	11	3	20	53	0	0
Womersley, Henry	Ditto	42	0	12	75	10	0
Womersley, John, senior	Ditto	55	2	11	70	0	0
Waterhouse, William	Ditto	11	1	32	30	0	0
Ward, Samuel	Ditto	21	3	19	54	0	0
Waller, William	Ditto	23	0	10	53	0	0
Wilson, John	Ditto	19	2	5	45	0	0
Wade, William	Ditto	29	3	39	47	10	0
Womersley, Richard	Ditto	48	2	39	50	0	0
Wood, John, jun.	Ditto	32	2	28	162	0	0
Wood, Christopher	Ditto	139	1	7	250	0	0
Yewdall, David and Co.	Ditto (Calverley Mills) 1,200 Square Yards	38	1	3	480	0	0
Atkinson, Charles	Calverley Cottages	-	-	-	2	10	0
Akroyd, Thomas	Ditto	-	-	-	4	0	0
Banks, John	Ditto	-	-	-	4	13	0
Bannester, Henry	Ditto	-	-	-	4	4	0
Brown, John	Ditto	-	-	-	4	0	0
Bullough, Samuel	Ditto	-	-	-	2	0	0
Craven, Abraham	Ditto	-	-	-	3	0	0
Craven, Mary	Ditto	-	-	-	2	0	0

*Thornhill's Estate Act, 1852.*

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Clayton, Matthew	Calverley Cottages	-	-	-	1	5	0
Crossfield, John	Ditto	-	-	-	3	5	0
Coates, Joseph	Ditto	-	-	-	0	14	0
Dawson, Joseph, senior	Ditto	-	-	-	3	0	0
Dawson, Joseph, junior	Ditto	-	-	-	4	4	0
Davison, Joseph	Ditto	-	-	-	4	0	0
Farrer, John	Ditto	-	-	-	5	10	0
Firth, Jeremiah	Ditto	-	-	-	2	5	0
Gott, John, junior	Ditto	-	-	-	4	4	0
Grimshaw, Margaret	Ditto	-	-	-	-	-	-
Greenwood, Matthew	Ditto	-	-	-	3	3	0
Gray, Sarah	Ditto	-	-	-	-	-	-
Gray, Widow	Ditto	-	-	-	2	5	0
Grimshaw, Jonathan	Ditto	-	-	-	4	0	0
Grimshaw, Job	Ditto	-	-	-	4	0	0
Gott, Ann	Ditto	-	-	-	2	0	0
Hartley, James	Ditto	-	-	-	6	5	0
Hargreaves, William	Ditto	-	-	-	2	0	0
Hall, Benjamin	Ditto	-	-	-	3	0	0
Idle, Daniel	Ditto	-	-	-	3	3	0
Jeffrey, Thomas, Widow	Ditto	-	-	-	2	0	0
Jeffrey, John	Ditto	-	-	-	2	2	0
Jeffrey, Mary	Ditto	-	-	-	2	0	0
Jeffrey, Thomas	Ditto	-	-	-	4	0	0
Kellett, Joseph	Ditto	-	-	-	9	0	0
Kellett, William	Ditto	-	-	-	5	4	0
Keighley, Henry	Ditto	-	-	-	6	0	0
Kershaw, Widow	Ditto	-	-	-	5	0	0
Keighley, John	Ditto	-	-	-	3	5	0
Keighley, Benjamin	Ditto	-	-	-	5	5	0
Learoyd, Joseph	Ditto	-	-	-	8	0	0
Lupton, James	Ditto	-	-	-	5	15	6
Long, William	Ditto	-	-	-	7	17	6
Marshall, John	Ditto	-	-	-	3	5	0
Marshall, Joseph	Ditto	-	-	-	4	0	0
Mitchell, George	Ditto	-	-	-	3	0	0
Petch, John	Ditto	-	-	-	4	10	0
Pratt, John	Ditto	-	-	-	3	0	0
Pratt, John	Ditto	-	-	-	3	13	6
Pratt, Joel, Widow	Ditto	-	-	-	1	10	0
Popplewell, William	Ditto	-	-	-	2	2	0
Popplewell, Widow	Ditto	-	-	-	3	13	6
Pearson, Benjamin	Ditto	-	-	-	5	5	0
Pilley, Richard	Ditto	-	-	-	4	0	0
Parish, William	Ditto	-	-	-	2	10	0
Pratt, William	Ditto	-	-	-	3	3	0
Richardson, Nathan	Ditto	-	-	-	2	2	0
Richardson, Edmund	Ditto	-	-	-	4	0	0
Rastrick, Hannah	Ditto	-	-	-	3	3	0
Rushworth, Joseph	Ditto	-	-	-	3	0	0
Snowdon, Alice	Ditto	-	-	-	1	5	0
Swaine, William	Ditto	-	-	-	6	6	0
Swales, Joseph	Ditto	-	-	-	4	0	0
Swaine, Joseph	Ditto	-	-	-	4	0	0
Tiffany, Eliza	Ditto	-	-	-	1	5	0
Thompson, Hannah	Ditto	-	-	-	3	0	0
Thompson, Betty	Ditto	-	-	-	4	0	0
Thompson, Martha	Ditto	-	-	-	4	4	0

## Thornhill's Estate Act, 1852.

Tenants Names.	Situation of Premises.	Acreage.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
Tiffany, David	Calverley Cottages	-	-	-	1	10	0
Waite, Joseph	Ditto	-	-	-	4	15	0
Water, Sarah	Ditto	-	-	-	6	10	0
Walton, Samuel	Ditto	-	-	-	3	0	0
Walmsley, James	Ditto	-	-	-	1	10	0
Wood, James	Ditto	-	-	-	2	0	0
Wood, Joseph	Ditto	-	-	-	2	6	0
Yewdall, David, and Co.	Ditto	-	-	-	18	4	0
Balmford and Smith	Sundry Tenures	-	-	-	0	10	0
Brown, Rev. Alfred	Ditto	-	-	-	0	1	0
Beckbottom Mill Co.	Ditto	-	-	-	0	3	6
Bagley Chapel Trustees	Ditto	-	-	-	0	5	0
Ditto	Ditto	-	-	-	0	1	0
Burton, Joshua	Ditto	-	-	-	-	-	-
Firth, William	Ditto	-	-	-	0	2	6
Gamble, Widow	Ditto	-	-	-	0	7	0
Hainsworth, Peter	Ditto	-	-	-	2	10	0
Leeds and Halifax Road	Ditto	-	-	-	1	10	0
Methodist Chapel Trustees	Ditto	-	-	-	0	2	0
Pearson, John	Ditto	-	-	-	0	5	0
Pearson, Abraham	Ditto	-	-	-	0	0	6
Smith and Co.	Ditto	-	-	-	0	4	0
Winn, Joseph	Ditto	-	-	-	0	3	0
Duffield, Christopher	Great Tithes	-	-	-	0	9	0
Fairbank, J.	Ditto	-	-	-	0	12	7
Green, James	Ditto	-	-	-	0	3	3
Halmes, S.	Ditto	-	-	-	0	2	0
Hodgson, Devises	Ditto	-	-	-	0	13	2
Hainsworth, Brothers	Ditto	-	-	-	0	2	1
Leeds and Bradford Railway.	Ditto	-	-	-	0	19	7
Peckford, D.	Ditto	-	-	-	0	3	4
Pearson, J.	Ditto	-	-	-	0	3	5
Turner, Jonathan	Ditto	-	-	-	0	4	0
Turner, James	Ditto	-	-	-	0	2	7
Turner, Thomas	Ditto	-	-	-	0	1	6
Turner, Harrison, and Co.	Ditto	-	-	-	0	3	3
Aspinall, John	Rastrick and Fixby Quarries	-	-	-	70	13	6
Beaumont, James and Abraham	Ditto	-	-	-	27	9	6
Dyson, Thomas	Ditto	-	-	-	11	12	6
Holroyd, John	Ditto	-	-	-	26	5	0
Heap, Naylor, and Co.	Ditto	-	-	-	12	15	0
Jagger and Marsden	Ditto	-	-	-	20	12	0
Marsden, Abraham	Ditto	-	-	-	6	17	6
Marshall, John	Ditto	-	-	-	10	0	0
Wood, George	Ditto	-	-	-	42	5	0
Child, Joseph	Calverley Quarries	-	-	-	21	3	9
Hartley, William	Ditto	-	-	-	27	15	0
Oddy and Whitehead	Ditto	-	-	-	48	10	0
Slater, John	Ditto	-	-	-	0	9	0
Winn, Joseph	Ditto	-	-	-	60	0	0
	Total	-	-	-	2,191	1 35	5,902 1 0

John H. Ramsbotham.

*Thornhill's Estate Act, 1852.*

The THIRD SCHEDULE referred to in the foregoing Act.

## RAWDON ESTATE.

Number on Plan.	Description of Premises.	Quantity.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
	<i>In hand.</i>						
1	Cragg Wood	31	2	17			
2	Well Piece Wood	1	0	36			
3	Kitty Royd Wood	10	3	3			
4	Snaithing End Wood	6	3	25			
5	Road from East Side of Kitty Royd Wood to Gate Westward	0	2	30			
21	Willow Wood	0	3	20			
26	Lane to Wood Bottom	0	1	18			
27	Well Royds Wood	8	1	24			
28	High Knot Wood	2	1	26			
32	Bobbling Well Wood	2	0	35			
46	Occupation Lane into Fleala Hill	0	1	32			
	<i>William Denison (Tenant).</i>						
6	Farm House, Barn, Mistal, Stable, Yards, Garden, and 3 Cottages	0	1	32			
7	Backside Close	4	1	27			
8	Larth Close	2	1	32			
9	Cherrytree Close	2	3	31			
10	Shrogg	0	0	17			
11	Ing	4	0	32			
12	Middle Ing	3	0	14			
13	Far Ing	2	1	21			
14	Near Back Pasture	1	3	2			
15	Far Back Pasture	3	2	11			
16	Coal Pit and Hill	0	0	23			
17	Stubbins	6	0	0			
18	Hare Wood Royd	5	2	38			
19	Snaithing End Close	2	2	8			
20	Upper and Lower Fleala	19	0	22			
22	Fleala Hill	6	3	19			
					65	3	9
	<i>Samuel Lawson.</i>						
39	House, Shop, Barn, Yard, and 1 Cottage	0	0	34			
40	Garden	0	0	11			
42	Half of Hill and Lane	0	1	1			
23	Little Close	2	0	34			
24	Flatt	3	3	20			
25	Briery Close	4	3	23			
30	New Close	2	1	4			
31	Howden Close	3	1	6			
38	Backside	2	0	21			
					19	0	34
	<i>George Woodhead.</i>						
41	House, Shop, Barn, Yard, and 1 Cottage	0	0	37			
42	Garden, Half of Hill, and Lane	0	1	7			

*Thornhill's Estate Act, 1852.*

Number on Plan.	Description of Premises.	Quantity.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
43	Broad Close	4	2	29			
44	Part of Hemp Carrs	2	1	22			
45	Part of Bud Close	1	1	27			
29	Calf Close	4	2	11			
33	Georgie	1	1	7			
35	Smith Close	2	2	13			
36	High Middle Pasture	2	0	35			
37	Lower Middle Pasture	4	0	24			
					23	3	12
	<i>In hand.</i>						
34	Lower Knot Wood	-	-	-	174	3	1
					1	2	17
					Acres	-	176 1 18

*John H. Ramsbotham.*

*Thornhill's Estate Act, 1852.*

## The FOURTH SCHEDULE to which the above Act refers.

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.		
					£	s.	d.
9	Aspinall, Job - -	Rastrick -	Cottage and Garden -	315	0	13	6
8	Aspinall, John - -	Ditto -	Cottage and Garden -	273	1	0	0
161	Ditto - -	Ditto -	Three Cottages - -	233	1	10	0
	Ditto - -	Ditto -	Three Cottages - -	—	1	0	0
80	Aspinall, Thomas - -	Ditto -	Cottage and Smith's Shop	64	0	12	6
119	Aspinall, William - -	Ditto -	Two Cottages and Shop -	510	2	2	0
124	Avison, Rachel - -	Ditto -	Two Cottages and Yard -	416	1	10	0
75	Armitage, John Thomas	Ditto -	Two Cottages and Shop -	72	1	0	0
43	Armitage, Mrs. - -	Ditto -	Three Cottages and Gar- dens - - - -	587	1	10	0
19	Ball, Abraham - -	Ditto -	Five Cottages - - - -	380	1	10	0
45	Barraclough, Jonas - -	Ditto -	Cottage - - - -	133	0	12	6
63	Battye, Charles - -	Ditto -	Four Cottages and Gardens	382	1	10	0
90	Bentley, George - -	Ditto -	Cottage - - - -	76	0	10	0
110	Bentley, James - -	Ditto -	Four Cottages and Gardens	1,283	2	0	0
111	Bentley, John - -	Ditto -	Two Cottages and Gardens	161	0	15	0
89	Bentley, William - -	Ditto -	Cottage and Garden - -	76	0	10	0
54	Bottom, Enoch - -	Ditto -	Cottage - - - -	75	0	10	0
123	Bottomley, James - -	Ditto -	Two Cottages and Gardens	207	0	15	0
14	Bower, George - -	Ditto -	Four Cottages and Gardens	410	1	0	0
120	Bradley, John - -	Ditto -	Cottage, Garden, and Yard	363	1	1	0
29	Brown, Charles - -	Ditto -	Two Cottages and Gardens	223	1	0	0
41	Brook, John and W. Martin - -	Ditto -	Two Cottages, Garden, &c.	366	0	10	0
56	Brook, Joshua W. - -	Ditto -	Three Cottages - - -	155	0	10	0
50	Bottomley, Judith - -	Ditto -	House, Garden, and Gla- zier's Shop - -	243	1	10	0
52 <sup>a</sup>	Booth, Nathaniel - -	Ditto -	Two Cottages and Garden	299	1	0	0
52	Brook, John - -	Ditto -	Two Cottages and Garden	300	1	0	0
79	Clay, John - -	Ditto -	Dyehouse and Warehouse	152	1	0	0
87	Clay, Joseph Travis - -	Ditto -	Two Cottages and Yard -	135	0	10	0
160	Crowther, Nanny - -	Ditto -	Cottage and Garden - -	142	0	10	6
97 <sup>b</sup>	Crawshaw, John - -	Ditto -	Cottage, Garden, Dye- house, and Mistal - -	831	1	10	0
114	Crowther, James - -	Ditto -	Three Cottages and Gar- den - - - -	273	1	0	0
106	Dawson, Joshua - -	Ditto -	Cottage and Garden - -	290	0	8	0
46	Denham, Jeremiah - -	Ditto -	Five Cottages and Garden	540	3	0	0
49	Denham, Rich. Rep. - -	Ditto -	Cottage and Garden - -	224	0	8	0
54	Denham, James - -	Ditto -	Two Cottages and Gardens	130	1	0	0
54 <sup>b</sup>	Denham, William - -	Ditto -	Two Cottages and Garden	80	0	15	0
60	Denham, John - -	Ditto -	Two Cottages - - - -	82	1	0	0
150	Denham, Joseph - -	Ditto -	Ditto - - - -	243	1	0	0
44	Drake, Hannah - -	Ditto -	Cottage, Garden, and Yard	200	1	0	0
57 <sup>a</sup>	Dyson, Abraham - -	Ditto -	Two Cottages - - - -	70	0	10	0
77	Earnshaw & Eastwood	Ditto -	House and Maltkin - -	308	3	0	0
86	Farrer, John (Top Greaves) - -	Ditto -	Two Cottages and Gardens	464	1	10	0
39	Farrer, John - -	Ditto -	Two Cottages - - - -	91	1	0	0
59	Ditto - -	Ditto -	Three ditto - - - -	200	1	10	0
100	Farrah, Joshua - -	Ditto -	Cottage - - - -	101	0	15	0
23	Fenton, Sarah - -	Ditto -	Cottage - - - -	149	0	12	0
37	Firth, Rebecca - -	Ditto -	Two Cottages - - - -	62	0	15	0
153	Firth, Thomas, Esq. - -	Ditto -	Garden - - - -	928	0	10	0
154	Ditto - -	Ditto -	Two Cottages and Gardens	601	1	10	0

## Thornhill's Estate Act, 1852.

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.		
					£	s.	d.
2	Fox, Hannah - - -	Rastrick -	Cottage - - - -	95	0	15	0
3	Fox, John - - - -	Ditto -	Ditto - - - -	40	0	5	0
22	Ditto - - - -	Ditto -	Cottage, Garden, and Stable	191	0	12	0
109	Fox, James - - - -	Ditto -	Cottage, Garden, and Mistal	519	0	15	0
20	Fryer, Simeon, Widow	Ditto -	Cottage and Two Gardens	680	1	5	0
95	Garside, George - -	Ditto -	Cottage - - - -	190	0	15	0
28	Goodaire, Joseph - -	Ditto -	Three Cottages - - -	277	1	0	0
130	Gooder, John - - -	Ditto -	Cottage and Warehouse -	286	3	0	0
132	Gooder, Isaac - - -	Ditto -	Cottage, Shop, and Garden	86	0	15	0
136	Gooder, William Hall -	Ditto -	Cottage, Garden, and Or- chard - - - -	848	0	15	0
135	Gooder, Walker - - -	Ditto -	Cottage and Garden - -	212	0	10	0
141	Haigh, Samuel - - -	Ditto -	House and Garden - - -	247	1	10	0
138	Hanson, Joseph - - -	Ditto -	Cottage - - - -	84	0	10	0
75c	Holroyd, John - - -	Ditto -	Cottage - - - -	139	0	6	0
142	Helm, William - - -	Ditto -	House and Two Gardens	228	0	15	0
143	Ditto - - - -	Ditto -	Warehouse, Press Shop, Dye House, &c. - - -	160	2	10	0
40	Hirst, John - - - -	Ditto -	Cottage - - - -	40	0	5	0
56	Hardcastle, Charlotte -	Ditto -	Three Cottages - - -	155	1	0	0
12	Hodgson, William - -	Ditto -	House, Barn, Mistal, Yard, Garden, and Orchard, with Seven Cottages -	905	4	0	0
129	Hodgson, Samuel - - -	Ditto -	Two Cottages and Gardens	788	1	0	0
72	Holroyd, Joseph - - -	Ditto -	Cottage - - - -	89	0	10	0
6	Haigh, David, and J. Rushforth - - - -	Ditto -	Two Cottages and Garden	201	1	0	0
10	Ditto - - - -	Ditto -	Four Cottages and Gardens	518	2	0	0
47	Hoyle, Elizabeth - - -	Ditto -	Four Cottages, Outbuild- ing, and Garden - - -	879	3	10	0
48	Hoyle, George - - -	Ditto -	Four Cottages - - - -	152	1	10	0
102	Jagger, Robert, Widow	Ditto -	Three Cottages - - - -	651	2	2	0
25	Iredale, Sarah - - -	Ditto -	Cottage - - - -	43	0	10	0
	Kenworthy, John - - -	Ditto -	Two Cottages and Out- buildings - - - -	270	1	0	0
115	Lambert, Mrs. - - - -	Ditto -	Three Cottages and Gar- dens - - - -	927	0	2	0
42	Lancaster, John - - -	Ditto -	Six Cottages and a Garden	477	3	3	0
68	Ledgard, Miss S. A. - -	Ditto -	Four Cottages - - - -	193	2	10	0
66	Marshall, William - -	Ditto -	Five Cottages - - - -	140	2	0	0
156	Marshall, Jas., Widow -	Ditto -	Two Cottages and Gardens	329	1	0	0
73	Mitchell, James - - -	Ditto -	House and Shop - - - -	317	1	10	0
70	Marshall, Jas., sen. - -	Ditto -	Eight Cottages and Garden	1,017	4	0	0
64	Medley, John - - - -	Ditto -	Cottage and Garden - -	115	0	15	0
131	Marshall, John - - -	Ditto -	Cottage - - - -	83	0	5	0
61	Milner, William - - -	Ditto -	Two Cottages - - - -	103	0	15	0
78	Morton, Thomas - - -	Ditto -	Two Cottages - - - -	101	0	15	0
118	Oddfellows, 968 - - -	Ditto -	Four Cottages and Smith's Shop - - - -	706	1	10	0
96	Pawson, George - - -	Ditto -	Two Cottages and Gardens	1,090	1	0	0
24b	Ditto - - - -	Ditto -	Two Cottages - - - -	194	1	10	0
126	Pearson, Thos., Widow	Ditto -	Cottage and Garden - -	582	1	0	0
67	Pollard, Samuel - - -	Ditto -	Cottage - - - -	32	0	10	0
107	Rayner, Enoch - - - -	Ditto -	Two Cottages, Shop, and Garden - - - -	257	1	10	0
91	Ditto - - - -	Ditto -	Cottage - - - -	49	0	10	0

[Private.]

## Thornhill's Estate Act, 1852.

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.
					£ s. d.
127 a	Rayner, Enoch - -	Rastrick -	Now Two Cottages and Gardens - -	224	0 14 0
159	Riley and Kaye - -	Ditto -	Three Cottages - -	337	2 2 0
121	Robinson, George - -	Ditto -	Cottage, Garden, and Yard	363	1 1 0
157	Rayner, Edward - -	Ditto -	Ditto - - - -	334	0 15 0
69	Robinson, William - -	Ditto -	Gardens and Outbuildings	170	0 5 0
71	Robinson, John, Widow	Ditto -	Cottage and Two Gardens	491	0 10 0
18	Robinson, James - -	Ditto -	Two Cottages - -	138	1 0 0
1	Richardson, Rev. Benj.	Ditto -	Two Cottages and Wood Yard - - - -	324	3 0 0
7	Rushforth, Cooper - -	Ditto -	Three Cottages and Garden	347	1 10 0
8	Rushforth, J. and P. - -	Ditto -	Two Cottages, Shop, and Garden - - - -	631	1 16 0
57 b	Robertshaw, James - -	Ditto -	Cottage - - - -	93	0 10 0
101	Schofield, Jonathan - -	Ditto -	House, Warehouse, Dye-house, Dryhouse, &c. -	4,151	5 0 0
51	Schofield, John - -	Ditto -	Four Cottages - -	166	2 0 0
133	Shepley, Joseph - -	Ditto -	Cottage - - - -	84	0 7 6
13	Squire, James - -	Ditto -	Two Cottages and Gardens - - - -	468	1 10 0
58	Stott, Rachel - -	Ditto -	Cottage and Garden - -	91	0 12 0
34	Stott, Mary - -	Ditto -	Three Cottages and Gardens - - - -	93	0 15 0
24 c	Stocks, Michael - -	Ditto -	Public House, Cottage, and Yard - - -	247	3 10 0
125	Stirk, Joseph - -	Ditto -	Cottage, Shop, and Garden	405	1 1 0
35	Stott, Jonas, Rep. - -	Ditto -	Cottage and Garden - -	896	0 12 0
17	Sykes, John - -	Ditto -	Cottage - - - -	85	0 15 0
140	Sykes, John, Widow - -	Ditto -	Cottage and Garden - -	210	1 0 0
140 a	Sykes, Job, Widow - -	Ditto -	Ditto - - - -	71	0 10 0
113	Sykes, Hannah - -	Ditto -	Three Cottages and Dye-house - - - -	601	2 10 0
108	Scott, Jonathan, Widow	Ditto -	Two Cottages - - - -	78	0 15 0
	Stirk, John - -	Ditto -	Cottage - - - -	90	0 7 0
103	Sykes, John - -	Ditto -	Two Cottages and Gardens - - - -	368	0 18 0
139	Taylor, Joseph - -	Ditto -	Two Cottages - - - -	120	1 10 0
128	Thornton, John, Widow	Ditto -	Cottage and Two Gardens	200	0 16 0
38	Thornton, James - -	Ditto -	Three Cottages and Gardens - - - -	226	3 0 0
57 a	Ditto - -	Ditto -	Beerhouse, Outbuildings, and Yard - - -	110	1 2 0
117	Thornton, Mary - -	Ditto -	Four Cottages - - -	405	2 10 0
127	Thornton, Fred., Widow	Ditto -	Cottage, Barn, Mistal, and Garden - - - -	165	0 16 0
151	Trustees of Oaks-Green School.	Ditto -	Schoolroom and Yard - -	5,329	0 5 0
21	Thorp, Jonas - -	Ditto -	Two Cottages - - - -	302	1 0 0
134	Walker, James - -	Ditto -	Two Cottages and Gardens	106	0 15 0
133 a	Ditto - -	Ditto -	Cottage - - - -	85	0 7 6
152	Walker, Luke - -	Ditto -	Croft - - - -	1,210	0 10 0
158	Walker, John - -	Ditto -	Cottage and Garden - -	419	0 15 0
88	Williamson, Joseph - -	Ditto -	Ditto - - - -	139	0 15 0
4	Woodhouse, Abraham	Ditto -	Ditto - - - -	130	0 10 0
54 d	Worth, Benjamin - -	Ditto -	Ditto - - - -	75	0 15 0
124	Walker, Joseph - -	Ditto -	Two Cottages, Garden, &c.	1,552	1 5 0

*Thornhill's Estate Act, 1852.*

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.		
					£	s.	d.
40	Bailey, Joseph -	Lindley and Quarmby.	Cottage, Garden, Mistal, and Croft - -	912	1	0	0
41	Bailey, Samuel -	Ditto -	Ditto - - -	875	1	0	0
50	Brighthouse, Samuel -	Ditto -	Four Cottages, Garden, & Croft - - -	1,281	2	10	0
	Beaumont, Adam -	Ditto -	Two Cottages - -	94	0	5	0
33	Brook, John -	Ditto -	Two Cottages and Gardens	918	1	10	0
33 <sup>a</sup>	Ditto - -	Ditto -	A small Plot of Ground -	671	0	15	0
56	Brook, Joseph -	Ditto -	Cottage, Croft, and Garden	2,760	1	10	0
32	Brook, William Steel -	Ditto -	Three Cottages, Shops, &c.	1,050	2	10	0
49	Crossland, Benjamin -	Ditto -	Two Cottages - -	94	0	15	0
29	Crossland, Jos., Widow	Ditto -	Cottage and Garden -	151	0	10	0
54	Dawson, David -	Ditto -	Two Cottages and Garden	129	0	15	0
16	Derham, James -	Ditto -	Cottage - - -	36	0	10	0
11	Dyson, John -	Ditto -	Cottage - - -	42	0	10	0
25	Dyson, William -	Ditto -	Two Cottages and Gardens	697	0	15	0
26	Ellam, John, Widow	Ditto -	Two Cottages, Barn, &c.	420	1	0	0
27	Ellam, Firth -	Ditto -	Cottages and Garden -	158	0	12	0
27 <sup>a</sup>	Ditto - -	Ditto -	Cottage and Garden -	131	0	15	0
18	Firth, James -	Ditto -	Cottage - - -	33	0	15	0
34	Firth, Mariah -	Ditto -	Cottage and Gardens -	124	0	15	0
43	Garside, Joseph -	Ditto -	Three Cottages and Croft	1,189	2	4	0
43 <sup>a</sup>	Ditto - -	Ditto -	Cottage and Garden -	348	1	10	0
	Hall, Abraham -	Ditto -	House, Garden, &c. -	400	2	2	0
48	Haigh, David Bros. -	Ditto -	House and Shop - -	39	0	17	0
47	Hepworth, David -	Ditto -	Two Cottages - - -	111	1	10	0
46	Hattersley, John -	Ditto -	House, Barn, Yard, and Garden - - -	534	4	0	0
3	Iredale, Charles -	Ditto -	Three Cottages - -	193	1	10	0
31	Lord, Richard, junior -	Ditto -	Brewery, Sheds, &c. -	1,723	4	0	0
7	Lodge 158 U. O. T. -	Ditto -	Two Cottages - - -	44	0	10	0
6	Ditto - -	Ditto -	Two Cottages - - -	129	1	0	0
35	Lord, Richard, senior -	Ditto -	House, Barn, Stable, Cottage, &c. - - -	683	2	0	0
42	Mallinson, George -	Ditto -	Two Cottages - - -	89	0	15	0
10	Milnes, John -	Ditto -	Cottage - - -	32	0	15	0
24	Mitchell, D., Widow -	Ditto -	Three Cottages - -	93	1	0	0
5	Moore, Hannah -	Ditto -	Cottage and Garden -	173	0	15	0
21	Moore, William -	Ditto -	Cottage - - -	40	0	10	0
44	Moreton, Edward, Widow.	Ditto -	Five Cottages, Pot-ovens, &c. - - -	5,121	4	0	0
55	Ditto - -	Ditto -	Two Cottages - - -	64	1	0	0
	Oaks, Luke - -	Ditto -	House, Mistal, Croft, and Garden - - -	2,575	2	0	0
14	Overseers of the Poor -	Ditto -	Two Cottages - - -	47	0	15	0
27 <sup>b</sup>	Ditto - -	Ditto -	Cottage - - -	67	0	8	0
9	Pilling, Mercy -	Ditto -	Two Cottages and small Plot of Ground -	152	1	0	0
12 <sup>a</sup>	Quarmby, James -	Ditto -	Two Cottages - - -	119	0	10	0
8	Robinson, John -	Ditto -	Cottage - - -	45	0	10	0
13	Ditto - -	Ditto -	Cottage - - -	45	0	10	0
23	Rhodes, John -	Ditto -	Four Cottages - - -	107	1	0	0
38	Shaw, Squire - -	Ditto -	Three Cottages, Two Crofts, and Garden -	10,624	2	10	0
39	Shaw, James, Widow -	Ditto -	Cottage and Garden -	225	0	10	0
12	Simeon, Thomas -	Ditto -	Five Cottages - - -	523	2	0	0

*Thornhill's Estate Act, 1852.*

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.		
					£	s.	d.
126	Simeon, Edward -	Lindley and Quarmby.	Cottage - -	89	0	8	0
4	Simeon, Elizabeth -	Ditto -	Four Cottages - -	270	1	18	0
52	Siswick, William -	Ditto -	Cottage and Croft -	2,150	1	0	0
53	Siswick, James, junior -	Ditto -	Cottage - -	50	0	10	0
51	Siswick, James, senior -	Ditto -	Four Cottages, Gardens, and Croft - -	3,684	1	10	0
2	Sykes, Lucy - -	Ditto -	Two Cottages, Gardens, &c.	273	0	15	0
37	Sykes, Joseph - -	Ditto -	Cottage and Two Gardens	275	1	0	0
28	Thornton, Charles -	Ditto -	House, Shop, Stable, Croft, and Garden - -	804	2	0	0
45	Walker, John - -	Ditto -	Four Cottages - -	640	2	10	0
20	Whiteley, Thomas -	Ditto -	Two Cottages - -	93	1	10	0
22	Wilkinson, Joseph, Wi- dow.	Ditto -	Cottage and Outbuildings	94	0	15	0
36	Wilkinson, Robert -	Ditto -	Two Cottages - -	169	1	10	0
	Wilkinson, Jesse -	Ditto -	Cottage - -	45	0	5	0
15	Worth, John - -	Ditto -	Four Cottages - -	204	1	0	0
23a	Wood, Benjamin -	Lindley -	Cottage and small Plot of Ground - - -	223	0	10	0
	Walker, Robt., Widow	Ditto -	House, Dye-house, and Mistal - - -	350	2	5	0
	Shaw, Thomas - -	Quarmby -	Two Cottages and Gardens	532	2	10	0
4	Crowther, George -	Fixby -	Cottage and Garden -	181	0	10	0
11	Crowther, John -	Ditto -	House, Outbuildings, and Garden - - -	1,124	2	2	0
13	Crowther, Betty -	Ditto -	Cottage and Garden -	416	0	7	0
2	Firth, John, and F. Mal- linson.	Ditto -	Cottage - - -	128	0	10	0
2	Ditto - -	Ditto -	Three Crofts, 1A. 3R. 13P.	—	2	10	0
7	Garside, Richard -	Ditto -	House and Garden -	511	1	10	0
8	Garside, John and Jona- than.	Ditto -	Three Cottages - -	69	1	0	0
9	Garside, John -	Ditto -	House, Stable, Mistal, and Garden - - -	411	1	10	0
10	Ditto - -	Ditto -	Cottage and Garden -	155	0	10	0
1	Overseers of the Poor -	Ditto -	Three Cottages - -	1,066	1	0	0
5	Singleton, Charles -	Ditto -	Cottage and Garden -	238	0	10	0
12	Smith, Joseph - -	Ditto -	Two Cottages, Gardens, and Outbuildings -	543	1	15	0
3	Aspinall, James -	Longwood -	Four Cottages and a Croft	698	1	10	0
15	Bailey, Jonathan -	Ditto -	Mistal and Croft - -	703	1	0	0
32	Bottom, William -	Ditto -	Cottage - - -	533	0	15	0
28	Bottomley, John -	Ditto -	Garden - - -	289	0	10	0
30	Ditto - -	Ditto -	Cottage - - -	38	0	5	0
6	Broadbent, Eli -	Ditto -	Two Cottages and Croft -	271	1	0	0
1	Carter, William -	Ditto -	Four Cottages - -	200	1	2	8
29	Dyson, Joseph -	Ditto -	Cottage, Outbuildings, and Yard, &c. - -	212	0	9	0
19	Fielding, William -	Ditto -	Cottage and Gardens -	522	0	5	0
26	Haigh, James - -	Lingwood -	House, Barn, Stable, Shed, Yard, and Garden -	682	1	10	0
12	Hirst, Joseph - -	Ditto -	Cottage - - -	71	0	10	0
14	Hanson, Joseph -	Ditto -	Garden - - -	390	0	5	0
33	Hirst, William -	Ditto -	House - - -	94	0	4	3
7	Hansom, Benjamin -	Ditto -	Four Cottages and Croft -	1,113	1	0	0
37	Morton, David - -	Ditto -	Four Cottages and Shop -	271	1	0	0

*Thornhill's Estate Act, 1852.*

Number in Valuation Book.	Tenants.	Where situate.	Description of Property.	Square Yards.	Rent.
					£ s. d.
	Quarmby, Eli - -	Lingwood -	Nine Cottages and small Plot of Ground opposite - - -	1,146	0 10 0
4	Smith, Saville - -	Ditto -	Cottage, Barn, and Stable	183	1 10 0
2	Stott, William - -	Ditto -	House, Barn, Croft, and Garden - - -	411	1 10 0
22	Sykes, Lucy - - -	Ditto -	Cottage - - -	127	1 0 0
24	Smith, James - - -	Ditto -	Two Cottages - - -	91	1 0 0
16	Bray, Isabella - - -	Deighton -	Cottage and Garden - -	262	0 5 0
10	Berry, Godfrey - -	Ditto -	Four Cottages and Gardens - - -	897	3 3 0
18	Bray James - - -	Ditto -	Two Houses and Gardens	597	2 2 0
7	Brook, Joshua - - -	Ditto -	Cottage and Garden - -	191	0 10 0
11	Brook, Joseph - - -	Ditto -	Cottage - - -	68	1 1 0
	Carter, John - - -	Ditto -	House, Whitening Mill, and Garden - - -	1,420	5 0 0
6	Dawson, John T. - -	Ditto -	Five Cottages - - -	820	3 3 0
8	Dawson, Elizabeth -	Ditto -	Two Cottages - - -	164	1 10 0
17	Dyson, Jane - - -	Ditto -	Six Cottages - - -	335	3 3 0
1	Hirst, Titus - - -	Ditto -	Cottage and Garden - -	2,438	1 0 0
12	Hopkinson, Widow -	Ditto -	Cottage - - -	126	0 15 0
19	Jowett, Joseph - - -	Ditto -	Two Cottages and Garden	361	2 2 0
	Johnson, Joah - - -	Ditto -	Eight Cottages, Dyehouse, and Gardens - - -	6,400	3 10 0
3	Kaye, William - - -	Ditto -	Three Cottages - - -	380	1 8 6
21	Lunn, Joseph - - -	Ditto -	Four Cottages - - -	190	3 3 0
22	Poppleton, John - -	Ditto -	Five Cottages - - -	180	3 3 0
22 a	Ditto - - -	Ditto -	Two Cottages and Gardens - - -	404	1 0 0
20	Scholes, Richard - -	Ditto -	House, Garden, and Yard	636	2 2 0
14	Starkey, Abel - - -	Ditto -	Cottage and Garden - -	136	1 0 0
2	Vernon, Widow - - -	Ditto -	Nine Cottages and Gardens - - -	382	5 0 0
16 a	Ditto - - -	Ditto -	Six Ditto Ditto - - -	200	2 10 0
3 a	Ditto - - -	Ditto -	Two Ditto Ditto - - -	382	1 8 6
					£324 17 11
Deduct for Error of 10s. in Item No. 5. of Valuation Book, viz., Hannah Moore, Cottage and Garden, should be 5s. - - -					0 10 0
					£324 7 11

John H. Ramsbotham.

[Private.]

*Thornhill's Estate Act, 1852.*

The FIFTH SCHEDULE referred to by the foregoing Act.

## MISS CLARA THORNHILL'S FEE SIMPLE ESTATES.

From whom purchased.	Tenants Names.	Situation of Premises.	Acreage.			Rent.		
			A.	R.	P.	£	s.	d.
Freeman's Devises	Musgrave, Jonathan	Brook Foot, near Brig-house	3	0	31	8	0	0
Mr. Hudson	Stead, Jonas	Ross Mill, Bramley	5	1	27	40	0	0
Leeds Banking Company	Yewdall, David	Calverley Mill Lindley :—	1,200		Yards	50	0	0
Under Contract from Morton's Trustees	Thomas Hirst	The Dean Croft	1	3	39	} 30	0	0
	Sun Croft	Ditto	0	3	31			
	Upper New Close	William Sykes	2	2	37			
	Bucking Clough	Geo. Crossland, and Benjamin Crowther	2	3	25			
	Upper Acres	Ditto	2	0	7			
	Lower Acres	Ditto	2	0	36			
	Springs	Ditto	1	3	7			

*John H. Ramsbotham.*

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