



ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

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## Cap. 9.

An Act for enabling Leases and Sales to be made of Estates subject to the Will of *Micah Gedling* deceased, and for other Purposes, and to be called "*Gedling's Estate Act, 1852.*"

[30th June 1852.]

**W**HEREAS *Micah Gedling*, late of the Town of *Nottingham*, deceased, at the Time of his Decease was or claimed to be entitled in Fee Simple to the Hereditaments respectively specified in the First and Second Schedules to this Act annexed, and which are herein-after called "the devised Estate:" And whereas the said *Micah Gedling*, by his last Will, dated the Twenty-eighth Day of *January* One thousand eight hundred and forty-three, after a Devise of Part of the devised Estate to his Daughter-in-Law *Ann Gedling* for her Life, devised the devised Estate, subject to that Life Interest, to *William Watson*, *John Fox*, and *Timothy Chouler*, their Heirs and Assigns, as to One equal Moiety thereof, upon trust for *Mary Ann*, the Wife of *John Bradley*, for her Life, for her sole and separate Use, without Anticipation, with Remainder upon trust for all her Children,

Will of M.  
Gedling,  
dated 28th  
Jan. 1843.

[Private.]

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or her only Child if but One, who should attain Twenty-one, and his, her, or their respective Heirs and Assigns, and in case there should not be any Child of the said *Mary Ann Bradley* who should attain Twenty-one, then upon the same Trusts as therein-after declared of the Second Moiety of the devised Estate, and as to that Second Moiety upon trust for *Caroline* the Wife of *Francis Simes Alliott* for her Life, for her sole and separate Use, without Anticipation, with Remainder upon trust for all her Children, or her only Child if but One, who should attain Twenty-one, and his, her, or their respective Heirs and Assigns, and in case there should not be any Child of the said *Caroline Alliott* who should attain Twenty-one, then upon the same Trusts as therein-before declared of the First Moiety of the devised Estate: And whereas the Testator did not make any Disposition of the beneficial Interest in the devised Estate in the event of there not being any Child of either of the said *Mary Ann Bradley* and *Caroline Alliott* who should attain Twenty-one: And whereas the Will contained Powers for the Investment of Trust Monies in the Public Stocks or Funds, and upon Government or Real Securities, and in the Purchase of Freehold Lands, such Lands to be considered as Money: And whereas the Will contained a Power to lease the devised Estate for Twenty-one Years, at the best or most improved Rent, but did not contain any other Power to lease or any Power to sell the devised Estate or any Part thereof: And whereas the Will contained a Power for the Appointment from Time to Time of new Trustees thereof: And whereas the Testator died on the Twenty-second Day of *April* One thousand eight hundred and forty-three, without having revoked or altered his Will: And whereas the Testator had One Child only, namely, a Son, *Micah Gedling* the younger: And whereas the said *Micah Gedling* the Son intermarried with *Sophia Wright* on or about the Seventeenth Day of *March* One thousand eight hundred and six, and had Issue by her only Three Daughters, namely, *Sophia Gedling*, the said *Mary Ann Bradley*, and the said *Caroline Alliott*: And whereas the said *Sophia Gedling*, the Wife of the said *Micah Gedling* the Son, departed this Life on or about the Twelfth Day of *December* One thousand eight hundred and fourteen, and the said *Micah Gedling* the Son intermarried with *Ann Tarratt* on or about the Twenty-sixth Day of *February* One thousand eight hundred and sixteen, by which last-mentioned Marriage there was no Issue: And whereas the said *Micah Gedling* the Son departed this Life on or about the Twenty-fifth Day of *October* One thousand eight hundred and forty-two, without Male Issue: And whereas the said *Sophia Gedling* his Daughter died in the Lifetime of her Father, on or about the Twenty-eighth Day of *July* One thousand eight hundred and thirty-one, never having been married: And whereas the said *Ann Gedling* departed this Life on or about the Seventeenth Day of *December* One thousand eight hundred and forty-

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forty-six, having survived her Husband *Micah Gedling* the younger : And whereas the said *Mary Ann Bradley* and *Caroline Alliott* survived the said Testator, and were at his Death his Grand-daughters and Coheiresses at Law : And whereas the Will of the said Testator was proved by the Executors thereof on the Sixth Day of *September* One thousand eight hundred and forty-three in the Prerogative Court of *York*, and on the Eighth Day of *November* One thousand eight hundred and forty-three in the Prerogative Court of *Canterbury* : And whereas the said *Mary Ann Bradley*, whose Marriage with the said *John Bradley* was solemnized on the Sixth Day of *June* One thousand eight hundred and thirty-two, now has Twelve Children by her Husband the said *John Bradley*, who are all Infants, to wit, *Caroline Gedling Bradley*, *Micah Gedling Bradley*, *John Bradley* the younger, *George Bradley*, *Bernard Bradley*, *Eleanor Jerram Bradley*, *Charles Bradley*, *Edward Bradley*, *Alfred Bradley*, *Frederic James Bradley*, *Herbert Bradley*, and *Mary Ann Isabella Bradley* : And whereas the said *Mary Ann Bradley* has not had any other Child : And whereas the said *Caroline Alliott*, whose Marriage with the said *Francis Simes Alliott* was solemnized on the First Day of *October* One thousand eight hundred and thirty-five, now has Three Children by her Husband the said *Francis Simes Alliott*, who are all Infants, to wit, *Ann Lomas Alliott*, *Sophia Gedling Alliott*, and *Caroline Frances Alliott* : And whereas the said *Caroline Alliott* has not had any other Child : And whereas the said *Timothy Chouler* departed this Life on or about the Fourth Day of *February* One thousand eight hundred and fifty-two, leaving the said *William Watson* and *John Fox* him surviving : And whereas the Commissioners under the Local Act, Eight and Nine *Victoria*, Chapter Seven, have lately set out for the Trustees under the Will, in lieu of the Hereditaments specified in the First Schedule, the Lands specified in the Third Schedule to this Act annexed, and which are herein-after called the Allotments, and the surviving Trustees are now in the actual Possession of the Allotments accordingly : And whereas the Hereditaments and Allotments respectively specified in the Second and Third Schedules are very eligible for Building Purposes, and might be disposed of advantageously for such Purposes : And whereas it would be greatly for the Benefit of the said *Mary Ann Bradley* and *Caroline Alliott* and their respective Children that the Trustees and Trustee for the Time being of the Will should be authorized and enabled to make Leases and Sales and otherwise to dispose of those Hereditaments and Allotments, and for the more easy Distribution of the Proceeds of such Sales to invest the same in the Public Funds ; but in order thereto the Aid of Parliament is requisite : Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Bradley* and *Mary Ann* his Wife, and the said *Francis Simes Alliott* and *Caroline* his Wife, and the said *John Bradley*, on behalf of his infant Children  
the

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the said *Caroline Gedling Bradley, Micah Gedling Bradley, John Bradley the younger, George Bradley, Bernard Bradley, Eleanor Jerram Bradley, Charles Bradley, Edward Bradley, Alfred Bradley, Frederic James Bradley, Herbert Bradley, and Mary Anne Isabella Bradley*, and the said *Francis Simes Alliott*, on behalf of his infant Children, the said *Ann Lomas Alliott, Sophia Gedling Alliott, and Caroline Frances Alliott*, and the said *William Watson and John Fox*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title. I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Gedling's Estate Act, 1852.*"

Interpreta-  
tion of  
Terms. II. That in this Act the following Words and Expressions have the following Meanings ; to wit,

First, the Word "Lands" includes all Messuages, Tenements, and Hereditaments whatsoever, and Parts, Shares, and Interests whatsoever of and in all Messuages, Lands, Tenements, and Hereditaments whatsoever :

Second, the Expression "the Trustees" means the acting Trustees or Trustee for the Time being of the recited Will :

Third, the Expression "the Trust Estate" means the Hereditaments and Allotments respectively specified in the Second and Third Schedules to this Act annexed :

Fourth, the Expression "Building Purposes" includes the several Purposes for which the Trust Estate may be disposed of under this Act :

Fifth, the Expression "the Reversioner" means the Person for the Time being entitled beneficially to the Rent reserved by any Lease granted under this Act, or to the Reversion immediately expectant on the Term granted by any such Lease.

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

IV. That

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IV. That for the Purposes of any such Appropriation of any Parts of the Trust Estate for the general Convenience of the Trust Estate the Trustees may from Time to Time, by general Deeds, to be sealed and delivered by them, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such Appropriation, and of the Enjoyment of the Benefit thereof, and may grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as the Trustees think reasonable, but so that every such general Deed be made with a View to the general Benefit of the Trust Estate.

General  
Deeds of  
Appropriation.

V. That the Trustees may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Trust Estate to any Persons willing substantially to improve or repair any Buildings thereon, or to erect any Buildings in lieu of or in addition to any Buildings thereon, or to erect any Buildings on any Part of the Trust Estate not for the Time being built on, or willing to annex any Part of the Trust Estate for Gardens, Yards, Courts, or other Conveniences to any adjoining Lands, or otherwise to improve the Trust Estate or any Part thereof.

Power to  
grant Leases  
for Building  
Purposes.

VI. That every Letting from Time to Time of any Part of the Trust Estates may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Trustees think advantageous.

Leases to be  
by Auction  
or by Private  
Contract.

VII. That the Leases may be made for any Terms of Years not exceeding Ninety-nine Years, and at the best yearly Rents that can be reasonably obtained for the same, and the yearly Rents shall be made payable half-yearly or more often.

Terms of  
Leases.

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

Rents may  
be made to  
increase  
periodically.

IX. That the Trustees may from Time to Time, if and as they think advantageous, grant to the respective Lessees, their Executors,  
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Power to  
Trustees to  
grant Liber-  
ties to  
Lessees.

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Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; (to wit,)

First, Liberty to take down or remove all or any Part of the Buildings on the Lands leased, and to apply and dispose of the Materials thereof to such Purposes as are agreed on :

Second, Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Lands, or for the general Improvement of the Trust Estate :

Third, Liberty to make, lay, or use, in or under any Part of the Lands so set out and allotted, or any Part not then already leased of the Trust Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Trust Estate will authorize) any Part then already leased of the Trust Estate, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences to any Buildings :

Fourth, Liberty to dig, take, and carry away, unmanufactured, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient for effecting any of the Purposes of the Lease to remove :

Fifth, Liberty to dig, get, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to use or manufacture the same into Bricks, Tiles, and other Materials, to be used in building on and improving the Lands leased :

Sixth, Liberty to alter and reconstruct all and any Part of any Building comprised in any such Lease, so as such Alterations or Reconstruction be made with the Privity and to the Satisfaction of the Trustees or of the Reversioner, or their respective Surveyors or Agents :

Seventh, Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part not then already leased of the Trust Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Trust Estate will authorize) over, in, through, under, and affecting any Part then already leased of the Trust Estate :

Eighth, any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Trustees think reasonable.

X. That

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X. That the Trustees may from Time to Time, if and as they think advantageous, make in the Leases all or any of the following Reservations; (to wit,)

Power to make Reservations in Leases.

First, Reservations of Rights or Powers for the Trustees or the Reversioner, or the Person from Time to Time entitled as Owner, Lessee, or Occupier of any Part of the Trust Estate, from Time to Time to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences to any Buildings: Second, Reservations of Rights or Powers for the Trustees or the Reversioner, or the Person from Time to Time entitled as Owner of any Part of the Trust Estate, to grant to the Lessees of any other Parts of the Trust Estate any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased:

Third, Reservations of all or any of the Minerals under the Lands leased, and of Rights or Powers for the Trustees or the Reversioner, or the Person from Time to Time entitled as Owner, Lessee, or Occupier, to any other Part of the Trust Estate, or to any Persons in that Behalf from Time to Time by them respectively authorized, to open, work, and enjoy Mines and Minerals in and under the Lands leased, and of any other Rights or Powers, and any Liberties and Privileges with respect to such Mines and Minerals:

Fourth, and any other Reservation usual or proper in Leases for like Purposes, or which the Trustees may think reasonable.

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

Power to grant Leases, with or without certain Covenants.

XII. That in the several Leases there shall be contained the following Covenants; to wit,

All Leases to contain certain Covenants by Lessees.

First, in every Lease for the Purpose of having any Building made there shall be contained a Covenant by the Lessee to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Term, the Building agreed to be made:

Second,

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Second, in every Lease for the Purpose of having any Building improved, repaired, or rebuilt there shall be contained a Covenant by the Lessee to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term the Building agreed to be improved, repaired, or rebuilt:

Third, in every Lease for the Purpose of any other Improvement there shall be contained a Covenant by the Lessee to make such Improvement within a Time therein for that Purpose specified.

All Leases to contain certain Covenants by Lessee.

XIII. That in every Lease there shall be contained the following Covenants by the Lessee ; to wit,

First, a Covenant for the Payment of the yearly Rent :

Second, a Covenant for the Payment of all Landlord's and Tenant's Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax) affecting or to affect the Lands leased :

Third, a Covenant to keep the then present and future Buildings on the Premises or Lands leased insured against Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some Insurance Office to be from Time to Time approved by the Trustees or the Reversioner :

Fourth, a Covenant to lay out the Money to be received by virtue of such Insurance, and all such other Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Buildings destroyed or damaged by Fire :

Fifth, a Covenant to yield up on the Expiration or other sooner Determination of the Term the Possession of the Lands leased, with the Buildings and Improvements to be made, improved, repaired, or rebuilt thereon, in good Repair and Condition.

All Leases to contain the Provisions herein set forth.

XIV. That in every Lease there shall be contained the following Provisions ; to wit,

First, a Power, Covenant, or Provision for the Trustees or the Reversioner, or their respective Surveyors or Agents, to enter twice in every Year upon the Lands leased, and to inspect the Condition thereof and of all Buildings and Improvements thereon :

Second, a Power, Covenant, Provision, or Condition of Entry, and Perception of Rents and Profits, or of absolute Re-entry, by the Trustees or the Reversioner, for Nonpayment of the yearly Rent reserved, or for Breach of any of the Covenants by the Lessee, or of any One or more (in that Behalf agreed upon and in the Lease specified) of those Covenants :

And



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And in any Lease there may be contained, —

Third, a Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent and any other Covenants agreed upon between the Parties to be so excepted) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for such Breach of Covenant, and the Costs be assessed, and the Damages and Costs therein remain unpaid for Three Months after the Assessment of such Costs :

Fourth, any other Powers, Covenants, Provisions, and Conditions usual or proper in Leases for like Purposes, or which the Trustees think reasonable.

XV. That if the Trustees at any Time enter into any Covenant with any Lessee of any Part of the Trust Estate as to the Mode in which any other Part of the Trust Estate shall be built upon, laid out, improved, or used, the Benefit of such Covenant shall run with the Land leased, so as to be enjoyed by every Person taking either under the Covenantee or under any Act of the Covenantee, and whether the Title of such Person arise by the Exercise of any Power, or by way of Assignment or otherwise.

Lessor's  
Covenants  
to run with  
the Land.

XVI. That every Covenant entered into by a Lessee of any Part of the Trust Estate for Payment of the yearly Rent reserved, or for or with respect to the building upon, laying out, improving, or using of the Lands taken on Lease by him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting, or embellishing, any Squares, Crescents, Streets, Roads, or other open Spaces, Sewers, Drains, or Watercourses in or upon any Part of the Trust Estate, shall run with the Land so leased, and shall bind the Lessee thereof, his Executors, Administrators, and Assigns.

Lessee's  
Covenants  
to run with  
the Land.

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

Confirma-  
tion of void-  
able Leases.

[Private.]

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intended

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intended to be respectively granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

As to Surrenders of Lands leased.

XVIII. That the Trustees may from Time to Time, if they think fit, accept a Surrender of any Lands theretofore leased under this Act, and may make any new Lease, in accordance with this Act, of the Lands so surrendered, either to the Person making the Surrender, or to any other Person approved by the Trustees, and either alone or with any other Part of the Trust Estate, and in all respects as if a Lease thereof had not theretofore been made.

Fines not to be taken for such Confirmations.

XIX. Provided always, That any Fine, Premium, or Foregift, or anything in the Nature thereof, shall not be taken for making any Confirmation of a Lease thought void or voidable.

Rents in Leases on Surrenders.

XX. Provided always, That any Land leased in consideration, wholly or in part, of a Surrender, shall not be so leased except for the best Consideration, whether a Sum of Money in gross or a yearly Rent, or both, that under the Circumstances can be reasonably obtained.

Power to Trustees to enter into Contracts herein set forth.

XXI. That the Trustees may from Time to Time enter into Contracts in Writing for leasing, according to this Act, any Parts of the Trust Estate; and such Contracts respectively may contain all or any of the following Agreements; to wit,

First, an Agreement that when and as any of the Improvements on the Lands agreed to be leased are duly made according to the Contract, those Lands or any Part thereof shall be by the Trustees leased according to the Contract to the Person contracting to take the same, his Executors, Administrators, or Assigns (such Assigns to be approved by the Trustees), and in such Parcels, and under such Portions of the yearly Rent specified in the Contract as shall be specified in the Contract, or be by the Trustees thought proper, but so that if the yearly Rent to be reserved in the Lease bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands comprised in the Lease when fit for Habitation and Use:

Second, an Agreement that the full yearly Rent specified in the Contract (less the Amount of any nominal Rents) may be reserved in the Leases to be made of a given Quantity (in the Contract specified) of the Lands thereby agreed to be leased, and that

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that the Residue thereof shall be leased at One nominal yearly Rent of Twenty Shillings, or several nominal yearly Rents of Twenty Shillings each, and either before or after the full yearly Rent specified in the Contract, less the Amount of the nominal Rents, is reserved :

Third, an Agreement that the full yearly Rent specified in the Contract may, either by a Surveyor or a Referee or otherwise, be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be leased :

Fourth, an Agreement (in any Case where a given Quantity of the Land agreed to be leased is not for such Purpose specified in the Contract) that when the full yearly Rent to be reserved, less the Amount of the nominal Rents, is reserved by the Leases of a competent Part (to be determined by a Surveyor or Referee or otherwise) of such Land, the Residue of such Land shall be leased at One nominal yearly Rent of Twenty Shillings, or several nominal yearly Rents of Twenty Shillings each :

Fifth, an Agreement (in any Case of a Lease to be made at a nominal Rent) to make the Lease either before or after the Land to be therein comprised is improved :

Sixth, an Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the full yearly Rent, and so increasing up to the full yearly Rent, as the Trustees, having regard to the Quantity of the Land thereby agreed to be from Time to Time leased, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract :

Seventh, an Agreement that when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is entered into shall remain liable thereunder in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :

Eighth, an Agreement that the Person with whom the Contract is entered into may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees.

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Every Contract to contain the Clauses herein set forth.

XXII. That in every such Contract shall be inserted Clauses to the following Effect; to wit,

First, a Clause or Condition for vacating the Contract as to or for Re-entry by the Trustees or the Reversioner upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not, within a reasonable Time therein expressed, improved as therein stipulated :

Second, a Clause or Condition that the Person to whom the Lease ought, according to the Contract, to be made, shall, within a reasonable Time therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing and executing the Lease and Counterpart respectively, or that in default thereof the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

Leases in pursuance of Contracts.

XXIII. That every Contract for a Lease shall be carried into effect by a Lease in pursuance thereof, and according to the Provisions of this Act in that Behalf applicable.

New Contracts.

XXIV. That the Trustees may from Time to Time make any new Contract with respect to any Part of the Trust Estate with any Person for the Time being entitled to the Benefit of any then existing Contract with respect thereto, and by way of Addition to or Explanation or Alteration of all or any of the Provisions and Terms of the existing Contract, but so as the existing Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

General Provisions of Contracts.

XXV. That the Contracts which the Trustees may under this Act from Time to Time enter into with respect to leasing the Trust Estate may contain all such Provisions and Terms as they from Time to Time think advantageous; and the Trustees may from to Time alter, rescind, and abandon, either on Terms or gratuitously, as they think advantageous, any such Contracts, or any of the Provisions and Terms thereof, but so as the Contract be, after such Alteration, Rescission, or Abandonment, conformable to the Provisions of this Act.

Releases from Contracts.

XXVI. That the Trustees may from Time to Time release any Person with whom any Contract is made, his Heirs, Executors, Administrators, or Assigns, from Liability to all or any Part of the Contract, and either with or without making a new Contract with him or them in lieu of all or any Part of the Contract so released, but so as the Contract, after such partial Release, and such new Contract (if any), be conformable to the Provisions of this Act.

XXVII. That

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XXVII. That the Trustees may from Time to Time accept a Surrender or Relinquishment of all or any Part of the Lands comprised in any Contract, but in case of a Surrender or Relinquishment of Part only of such Land, so as, notwithstanding such Surrender, the Contract be conformable to the Provisions of this Act.

Relinquish-  
ments of  
Contracts.

XXVIII. Provided always, That any Surrender or Relinquishment made under this Act shall not be valid to any Purpose whatsoever, until, if made by Deed, such Deed be executed, and if made by Writing, such Writing be signed by the Trustees or the Reversioner; and every such Surrender or Relinquishment shall have Operation only from the Time when such Deed or Writing is executed or signed by the Trustees or the Reversioner, and also by the Person making the Surrender or Relinquishment.

Evidence of  
Surrenders  
and Relin-  
quishments.

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

Restriction  
of Conditions  
of Re-entry  
to Parts of  
Lands.

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

Conditions  
of Re-entry  
apportion-  
able.

XXXI. That any Underlease of any Part of the Trust Estate comprised in any original Lease shall not be liable to Forfeiture, or to the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Underlease or some Part thereof; and any such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease; and the Condition or Right of Re-entry in or under any such original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and ex-

Protection  
of Under-  
lessees.

[*Private.*]

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*Gedling's Estate Act, 1852.*

clusive Operation with respect to the Part comprised in the Under-lease of the Lands comprised in the original Lease as if the original Lease had originally comprised that Part alone.

Leases good notwithstanding Defects in Contracts.

XXXII. That every Lease under this Act shall be deemed duly made although preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease be conformable to the Provisions of this Act.

Contracts not to form Part of Title to Leases.

XXXIII. That after a Lease is made in conformity with the Provisions of this Act, the Contract, if any, for the Lease, shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Evidence of Counterparts of Leases.

XXXIV. That the Certificate in Writing of the Trustees, acknowledging that they have received a Counterpart, as required by this Act, of a Lease, shall be full and complete Evidence that such Counterpart was duly made and executed, and delivered to them.

Disposal of Lands of which Possession resumed.

XXXV. That whenever the Possession of any Part of the Trust Estate leased or agreed so to be is by the Trustees or the Reversioner resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of for Building Purposes under this Act.

Power of Sale.

XXXVI. That the Trustees may from Time to Time make sale and absolutely dispose of all or any Part of the Trust Estate, and the Inheritance in Fee Simple, or any other Estate or Interest, in possession or in expectancy, of and in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not, for the best Price in Money that can at the Time be reasonably obtained for the same, and may make such Sales respectively, under such ordinary or special Conditions of Sale, and in One or more Lot or Lots, and by Public Auction or Private Contract, and generally in such Manner in all respects as the Trustees from Time to Time think fit, and may fix reserved Biddings, and buy in at such Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and again sell as aforesaid, without Liability for any consequent Loss or Expense, and may receive and give effectual Receipts for the Purchase Monies for the Lands sold, and may convey the Lands sold to the respective Purchasers thereof, their Heirs and Assigns, or as they respectively direct.

XXXVII. That

*Gedling's Estate Act, 1852.*

XXXVII. That every Sale under this Act shall take effect, subject and without Prejudice to any Lease or any Contract for a Lease of or affecting the Lands sold theretofore made under this Act, and at the Time of making the Sale subsisting.

Sales to be subject to Leases and Contracts made previously.

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

Concurrent Exercise of Powers as to undivided Shares.

XXXIX. That all Sums of Money in gross from Time to Time payable under this Act to the Trustees shall from Time to Time be applied by the Trustees in Payment of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, and the Costs, Charges, and Expenses of the Trustees of and incident to the carrying into execution of the several Purposes of this Act; and the Surplus of such Monies shall be invested by the Trustees in the Purchase in their Names of Consolidated Three Pounds *per Centum* Annuities and Reduced Three Pounds *per Centum* Annuities, or either of those Annuities, as the Trustees from Time to Time think proper, and shall remain so invested until such surplus Monies be distributable under the Trusts of the recited Will.

Application of Monies received by Trustees.

XL. That the yearly Income arising from the Annuities from Time to Time purchased in the Names of the Trustees, as by this Act provided, shall be paid to the Persons from Time to Time entitled under the Trusts of the recited Will to the yearly Rents and Profits of the Trust Estate.

Income from Annuities to be paid to the Persons entitled under the Trusts of the Will.

XLI. Provided always, That the Trustees shall set apart yearly, out of the Rents and Profits of the yearly Income arising from the Annuities so purchased as aforesaid, such a Sum as with the Income for the Time being of the Sinking Fund by this Act provided for is equal to One Twenty-fifth Part of the Amount of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, and shall invest in the Purchase in their Names of Consolidated Three Pounds *per Centum* Annuities and Reduced Three Pounds *per Centum* Annuities, or either of those Annuities, the Amount so from Time to Time set apart, so as to accumulate the same as a Sinking Fund in the way of Compound Interest, and shall hold such

Sinking Fund to be provided equal to the Expenses of Act.

*Gedling's Estate Act, 1852.*

such Sinking Fund, when it reaches the Amount of such Costs, Charges, and Expenses, upon the Trusts affecting the Principal Monies raised by the Power of Sale by this Act created.

Trustees  
Receipts to  
discharge.

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

Trustees In-  
demnity.

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

Expenses of  
Act.

XLIV. That all the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid out of the First Monies in the Hands of the Trustees applicable for any of the Purposes of the recited Will and this Act, or either of them; and if any Person advance the Amount of such Costs, Charges, and Expenses, or any Part thereof, the Amount so advanced shall be repaid to him, his Executors, Administrators, or Assigns, out of such Monies.

Saving of  
Powers of  
Will.

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

General  
Saving.

XLVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors; and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Mary Ann Bradley*, her Heirs, Executors, Administrators, and Assigns, and the said *John Bradley* and his Assigns, and the said *Caroline Gedling Bradley*, *Micah Gedling Bradley*, *John Bradley the younger*, *George Bradley*, *Bernard Bradley*, *Eleanor Jerram Bradley*, *Charles Bradley*, *Edward Bradley*, *Alfred Bradley*, *Frederic James Bradley*, *Herbert Bradley*, and *Mary Anne*



*Gedling's Estate Act, 1852.*

*Anne Isabella Bradley* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and every Child hereafter born of the said *Mary Ann Bradley*, and the respective Heirs, Executors, Administrators, and Assigns of every such Child, and the said *Caroline Alliott*, her Heirs, Executors, Administrators, and Assigns, and the said *Francis Simes Alliott* and his Assigns, and the said *Ann Lomas Alliott*, *Sophia Gedling Alliott*, and *Caroline Frances Alliott*, and their respective Heirs, Executors, Administrators, and Assigns, and every Child hereafter born of the said *Caroline Alliott*, and the respective Heirs, Executors, Administrators, and Assigns of every such Child, and the said *William Watson* and *John Fox*, and the future Trustees of the recited Will, in their Capacity of Trustees only, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, out of, or upon the Lands specified in the Second and Third Schedules respectively, or any Part thereof, hath been devised or limited, or hath descended, devolved, or accrued, or shall descend, devolve, or accrue, under or by virtue of the Limitations of that Will, or on or by reason of the Decease of the Testator *Micah Gedling*, their Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon those Lands or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act had not passed.

XLVII. 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 Evidence.

*Gedling's Estate Act, 1852.*

The FIRST SCHEDULE to which the foregoing Act refers.

*Pieces of Land or Ground in the Town and County of the Town of Nottingham and the Liberties thereof.*

	A.	R.	P.
In Nottingham Meadow	1	2	1
In the same	0	3	1
In the Upper Meadow, and called the Meadow Nook Close	2	1	36
In the same	0	3	30
In Cross Furlong in the Upper Meadow	0	1	5
In the Upper Meadow, Two Pieces (together)	2	3	2
In the same, and called Salmon's Great Acre	1	0	0
In the same	0	3	14
In Nottingham Meadows	0	1	37
In the same	0	3	19
In the same	0	1	31
The Home Close	6	0	24
The Larkdale Close	6	0	24
In the Clay Field, and called Trough Close	1	1	38
In Nottingham Meadows	0	1	5
The Tithes of Hay of the East Croft.			

*Richard A. Dufty.*

The SECOND SCHEDULE to which the foregoing Act refers.

Two Messuages or Dwelling Houses, Outbuildings, and Appurtenances, upon or near Bowling Alley Hill, within the Liberties of the Town of Nottingham, heretofore One Messuage, Dwelling House, or Tenement called the Bowling Alley House, with the Barns, Stables, and Outbuildings to the same belonging, and in the several Occupations heretofore of John Winrow, afterwards of one Tower and William Coope, afterwards of Robert Gill, afterwards of Micah Gedling the younger, late of John Oldknow and William Thorpe, and now of William Taylor and George Parkins.

A small Messuage, Tenement, or Dwelling House, with the Appurtenances, adjoining the above, and in the several Occupations heretofore of Edward Goddard, and now of Edward Smith.

*Richard A. Dufty.*

The

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*Gedling's Estate Act, 1852.*


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The THIRD SCHEDULE to which the foregoing Act refers.

*Allotments of Land or Ground in the Town and County of the Town of Nottingham and the Liberties thereof.*

[*N. B.* — The Numbers of the Allotments are those on the Map or Plan now deposited at the Office in Nottingham of Edwin Patchitt of that Town, Clerk to the Inclosure Commissioners under the Local Act, 8 & 9 Vict. c. 7.]

							A.	R.	P.
Allotment No. 354	-	-	-	-	-	-	9	0	3
Allotment No. 39	-	-	-	-	-	-	1	1	3½
Allotment No. 40	-	-	-	-	-	-	11	2	16½

*Richard A. Dufy.*

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