



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 37.

An Act for authorizing the granting of Building, Improving, and Mining Leases of Estates in the Parish of *Rochdale* in the County of *Lancaster*, comprised, as to certain undivided Shares, in the Marriage Settlement of *Marcus Worsley* and *Harriet* his Wife, and devised, as to the other undivided Shares, by the Will of *Sarah Hamer* deceased. [10th August 1854.]

WHEREAS by an Indenture of Release, bearing Date the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, grounded on a previous Bargain and Sale for a Year, and expressed to be made between *Marcus Worsley* of the First Part, *Harriet Worsley*, by her then Name and Description of *Harriet Barlow*, Widow, of the Second Part, and Sir *James Parke* and *Thomas Worsley* of the Third Part, after reciting that a Marriage had been agreed upon and was intended to be solemnized between the said *Marcus Worsley* and *Harriet Worsley*, and that the said *Harriet Worsley* was seised to her and her Heirs in Fee Simple of (amongst

Marriage Settlement, dated 30th November 1827.

[Private.]

other

Worsley's Estate Act, 1854.

other Estates) Six undivided Twenty-fifth Parts of certain Hereditaments in the Parish of *Rochdale* in the County of *Lancaster*, thereafter described, subject to several Legacies or Sums of Money charged thereupon by the Will of *Samuel Hollows Hamer* deceased, it is witnessed, that the said *Harriet Worsley* did release and confirm unto the said *Sir James Parke* and *Thomas Worsley*, and their Heirs, divers Lands and Hereditaments, and (amongst them) certain Hereditaments by the Description following; (that is to say,) "All those the Six full undivided Twenty-fifth Parts or Shares of the said *Harriet Barlow* (the whole into Twenty-five equal Parts or Shares to be divided) and all other her Shares of and in all that Capital Messuage or Mansion House, commonly called or known by the Name of *Newbold Hall*, otherwise *Newbold Lane*, situate in *Castleton*, within the Parish of *Rochdale* in the County of *Lancaster*, and of and in all the Barns, Stables, Cowhouses, Outbuildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Castleton* aforesaid near the said Messuage, and thereto belonging or now enjoyed therewith, and containing together by Admeasurement Twenty-five Acres and Thirty-eight Perches, or thereabouts, be the same more or less, heretofore in the Occupation of *Daniel Walker* and *Robert Holt* and their Undertenants, but now or late in the Occupation of *Mrs. Betty Walker*, Widow, or her Undertenants; and also of and in all that other Messuage, Dwelling House, or Tenement commonly called *Waithland*, situate in *Castleton* aforesaid; and of and in all the Houses, Cottages, Outhouses, Barns, Stables, Buildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Castleton* aforesaid near to the said Messuage, and therewith usually enjoyed or occupied, containing together by Admeasurement Thirty-eight Acres Three Roods and Twenty-nine Perches, or thereabouts, be the same more or less, now or late in the Tenure or Occupation of *John Ashworth* and his Undertenants; and also of and in all that other Messuage, Dwelling House, or Tenement commonly called *Newbold*, situate in *Castleton* aforesaid, and of and in all the Houses, Cottages, Outhouses, Barns, Stables, Buildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Castleton* aforesaid near to the said Messuage, and therewith usually enjoyed or occupied, containing together by Measurement Fourteen Acres Two Roods and Seventeen Perches, or thereabouts, be the same more or less, now or late in the Tenure or Occupation of *Benjamin Stott* and his Undertenants;

Worsley's Estate Act, 1854.

tenants; and also of and in all that Messuage, Dwelling House, or Tenement commonly called *Moss Side*, situate in *Castleton* aforesaid, and of and in all the Houses, Cottages, Outhouses, Barns, Stables, Buildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Castleton* aforesaid (near to the said Messuage, and therewith usually enjoyed or occupied), containing together by Admeasurement Fifteen Acres and Twenty-one Perches, or thereabouts, be the same more or less, late in the Tenure or Occupation of *James Stott*, but now in the Tenure or Occupation of the said *John Ashworth* or his Undertenants; and also of and in all that other Messuage, Dwelling House, or Tenement, commonly called *Wallhead*, situate in *Butterworth* in the Parish of *Rochdale* aforesaid, and of and in all the Houses, Cottages, Outhouses, Barns, Stables, Buildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Butterworth* and in *Castleton* aforesaid, or in One of those Townships, near to the Messuage, and belonging thereto or usually enjoyed therewith, containing together by Admeasurement Thirteen Acres and Two Perches, or thereabouts, be the same more or less, late in the Possession of *Thomas Wild*, but now or late in the Tenure or Occupation of *James Milnes* or his Undertenants; and also of and in all that other Messuage, Dwelling House, or Tenement, commonly called *Brearley*, situate in *Butterworth* aforesaid, and of and in all the Houses, Cottages, Outhouses, Barns, Stables, Buildings, Yards, Orchards, Gardens, Hereditaments, and Appurtenances thereto belonging; and also of and in all those several Closes, Inclosures, Pieces or Parcels of Land or Ground situate in *Butterworth* aforesaid near to the said Messuage, and therewith usually enjoyed or occupied, containing together by Admeasurement Twenty-eight Acres Three Roods and Eleven Perches, or thereabouts, be the same more or less, now or late in the Tenure or Occupation of *James Travis* or his Undertenants;” to hold the same unto the said Sir *James Parke* and *Thomas Worsley*, their Heirs and Assigns, to the Uses and upon the Trusts therein mentioned, (that is to say,) from and after the Solemnization of the said intended Marriage, to the Use of the said Sir *James Parke* and *Thomas Worsley*, for a Term of One hundred Years, for the Purpose of raising Eight hundred Pounds a Year for the separate Use of the said *Harriet Worsley*, as therein mentioned, during the said intended Coverture; with Remainder to the Use of the said *Marcus Worsley* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said Sir *James Parke* and *Thomas Worsley*, and their Heirs, during the Life of the said *Marcus Worsley*,
in

Worsley's Estate Act, 1854.

in trust to preserve contingent Remainders; with Remainder to the Use of the said *Harriet Worsley* and her Assigns for her Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Harriet Worsley*, in trust to preserve contingent Remainders; with Remainder to the Use of all and every or any such One or more of the Children or more remote Issue of the then intended Marriage as the said *Marcus Worsley* and *Harriet Worsley* jointly during their Joint Lives, or the Survivor of them solely, should in manner therein specified appoint; and subject thereto to the Use of the First and other Sons of the said intended Marriage, successively and according to their Priority of Birth in Tail General; with Remainder to the Use of the Daughters or a Daughter of the said intended Marriage, if more than One as Tenants in Common in Tail General, with cross Remainders amongst them in Tail General, and if but One then the whole for such One Daughter in Tail General; with Remainder to such Uses as the said *Harriet Worsley* should in manner therein mentioned appoint; and subject to that Appointment to the Use of the said *Marcus Worsley* in Fee; and Powers were thereby given for the said *Marcus Worsley* and *Harriet Worsley* to appoint any Sum not exceeding Two thousand Pounds for the Benefit of each or any Child of the said intended Marriage, and to charge the same upon the settled Hereditaments in manner therein mentioned; and Powers were thereby also given to the said *Marcus Worsley* and *Harriet Worsley*, and their Children and Issue respectively, as and when, by virtue of the Limitations or in exercise of the Powers therein contained, they severally and successively should be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the said settled Hereditaments, and to the said *Sir James Parke* and *Thomas Worsley*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Child or Children or Issue who by virtue of any of the Limitations or Powers aforesaid should be entitled to the Possession as Tenant for Life or in Tail or to the Receipt of the Rents, or to all or any Part of the said settled Hereditaments, to limit and appoint by way of Lease all or any Part of the said settled Hereditaments to any Person for any Term of Years not exceeding Twenty-one Years, under the Conditions therein mentioned, being the Conditions usually attached to such leasing Powers; and Powers were also thereby given to the said *Marcus Worsley* and *Harriet Worsley*, when and as they should respectively be in possession as aforesaid, and to the Trustees or Trustee for the Time being of that Settlement during the Minority of any Child entitled to an Estate of Freehold or Inheritance in possession in all or any Part of the said settled Hereditaments, to appoint by way of Demise all or any Part of the said settled Hereditaments to any Person

Worsley's Estate Act, 1854.

Person for any Number of Years not exceeding Ninety-nine Years on Building, Improving, or Repairing Leases, or for Mining Purposes, under such Conditions as therein mentioned, being the Conditions usually attached to such leasing Powers; and in such Settlement are contained the usual Powers of Sale and Exchange: And whereas the said intended Marriage between the said *Marcus Worsley* and *Harriet Worsley* was duly solemnized on the First Day of *December* One thousand eight hundred and twenty-seven: And whereas *Sarah Hamer* of *Wakefield* in the County of *York*, Spinster, being seised in Fee Simple of the other undivided Parts of the said Lands in *Rochdale* of which certain undivided Parts were comprised in and settled by the herein-before recited Marriage Settlement, duly made her last Will and Testament in Writing, bearing Date the Thirteenth Day of *January* One thousand eight hundred and thirty, and properly executed for passing Freehold Estates, and by such Will, after bequeathing several Legacies and Three Annuities amounting in the whole to One hundred and twenty Pounds *per Annum*, the said Testatrix gave and devised all her Messuages, Cottages, Buildings, Closes, Lands, Grounds, Tenements, and Hereditaments in *Castleton* and *Butterworth* and in the Parish of *Rochdale* aforesaid, also her Stock in the River *Dun* Navigation, and all other her Tenements, Hereditaments, and Real Estates, whatsoever and wheresoever, and in whose Possessions or Occupations soever the same were or might be, with their and every of their Rights, Members, Privileges, and Appurtenances, unto and to the Use of the said *Sir James Parke* and *Thomas Worsley*, and their Heirs and Assigns, upon the Trusts and for the Intents and Purposes therein-after expressed, and she bequeathed her Personal Property to the same Trustees, and she declared that they the said Trustees should receive the Interest, Dividends, Rents, Issues, and Profits of her Real and Personal Estate, and in the first place pay thereout the Annuities therein-before bequeathed, and should, after keeping her Real Estates in good Repair, pay and apply the Residue of such Interest, Dividends, Rents, Issues, and Profits, as received, to her Niece the said *Harriet Worsley*, for and during the Term of her Life, for her sole and separate Use, and from and immediately after the Decease of the said *Harriet Worsley*, then upon further trust that her said Trustees or the Survivor of them, or the Heirs of such Survivor, should pay and apply such Interest, Dividends, Rents, Issues, and Profits (subject as aforesaid) in or towards the Education and Maintenance of all and every the Child and Children of the said *Harriet Worsley*, as well those at that Time born as those thereafter to be born, until they should severally attain the Age of Twenty-one Years, and when and so soon as the youngest of the Children of the said *Harriet Worsley*

Will of Sarah Hamer, dated 13th January 1830.

[Private.]

12 s

should

Worsley's Estate Act, 1854.

should have attained the Age of Twenty-one Years, and after all such Payments should have been satisfied and made as aforesaid, and her said Trustees fully indemnified, then upon further trust that the said Trustees or the Survivor of them or the Heirs of such Survivor, should pay, assign, assure, and convey all her said Real and Personal Estates unto and to the Use of all and every the Child or Children of the said *Harriet Worsley*, as well those at that Time born as those to be thereafter born, equally to be divided between or amongst them, Share and Share alike, and to their several and respective Heirs, Executors, Administrators, and Assigns for ever, as Tenants in Common, and not as Joint Tenants, and in case any of the Children of the said *Harriet Worsley* at that Time born or thereafter to be born as aforesaid should happen to die, either in the Lifetime of their said Mother or before the youngest of them should have attained the Age of Twenty-one Years, leaving lawful Issue, then and so often, not only the original Share or Shares of him, her, or them so dying, but all such as should have vested in him, her, or them by Survivorship, should go and be paid, assigned, assured, and conveyed unto his, her, or their Child or Children, if more than One, in equal Shares and Proportions, but if any of the Children of the said *Harriet Worsley* at that Time born or thereafter to be born as aforesaid should happen to die, either in the Lifetime of their said Mother or before the youngest of them should have attained the Age of Twenty-one Years, without leaving lawful Issue, then and so often, not only the original Shares or Share of him, her, or them so dying, but also such as should have vested in him, her, or them by Survivorship, should go and be paid, assigned, assured, and conveyed to the Survivor or Survivors of them the said Children born and to be born as aforesaid, if more than One, in equal Shares and Proportions; and the Testatrix gave, devised, and bequeathed the same accordingly, and also appointed the said *Sir James Parke* and *Thomas Worsley* Executors of her Will: And whereas the said *Sarah Hamer* subsequently made Five Codicils to her above-recited Will, by which she gave some small Legacies, and devised some after-acquired Real Estate, but she did not thereby revoke or alter the said Devise of her Real Estate in her said Will comprised: And whereas the said *Sarah Hamer* died on the Thirty-first Day of *October* One thousand eight hundred and thirty-eight, without having revoked or in any way altered her said Will, except so far as it was altered by the above-mentioned Codicils, and the said Will was proved on the Twentieth Day of *February* One thousand eight hundred and thirty-nine by the said *Sir James Parke* and *Thomas Worsley* in the Prerogative Court of *Canterbury*: And whereas there has been Issue of the Marriage of the said *Marcus Worsley* and *Harriet Worsley*, *Harriet Philadelphia Worsley*, who attained her Age of Twenty-one Years on the

Twenty-

Five Codicils
to Will of
Sarah Hamer.

Worsley's Estate Act, 1854.

Twenty-eighth Day of *August* One thousand eight hundred and forty-nine, and Two other Children, named *Marcus* and *George*, both of whom died under the Age of Twenty-one Years, and there has been no other Issue of such Marriage, and no other Issue of the said *Harriet Worsley*: And whereas none of the Powers of Appointment and charging Portions which by the said Marriage Settlement are vested in the said *Marcus Worsley* and *Harriet Worsley* jointly, or in the said *Harriet Worsley* alone, have ever been exercised: And whereas the said Lands and Hereditaments in the Parish of *Rochdale*, of which certain undivided Parts are comprised in the said Marriage Settlement, and the other undivided Parts are comprised in the said Will, are specified and described in a Manner applicable to their present Condition in the Schedule to this Act annexed: And whereas the Town of *Rochdale* is a Manufacturing Town of considerable Magnitude and Importance, and rapidly increasing in Population and Extent, and Part of the said settled and devised Hereditaments in the said Parish of *Rochdale*, which at the Dates of the said Marriage Settlement and Will was at some little Distance from the Town, is now contiguous to it, and within the Limits of the Borough, and such Hereditaments are very eligible for Building Purposes, and are in consequence thereof capable of permanent and substantial Improvements: And whereas at the present Time the common Practice in *Rochdale* and its Neighbourhood with respect to Leases of Land for Building Purposes is to demise the Land for a Term of Nine hundred and ninety-nine Years, or some long renewable Term of Years equivalent thereto: And whereas there are extensive Mines, Veins, and Beds or Seams of Coal and other Mines and Minerals lying under the Surface of the said Lands and Hereditaments situate in the said Parish of *Rochdale*: And whereas the said settled and devised Property in the said Parish of *Rochdale* would be substantially and permanently improved, and would be greatly increased in Value, and it would be for the Benefit of the Persons interested and to become interested under the said Settlement and Will respectively, if valid and effectual Leases could be granted of that Property or of Parts thereof, either excepting and reserving, or without excepting and reserving all or any Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries, in or under the same, for any Term or Terms of Years not exceeding Nine hundred and ninety-nine Years, for the Purpose of building upon and otherwise improving the said settled and devised Property, and if valid and effectual Leases could be granted of the devised Parts of the said Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries, either together with or exclusively of the settled Parts of the said
Mines,

Worsley's Estate Act, 1854.

Mines, Veins, Seams, and Beds of Coal, Ironstone, Iron Ore, and other Minerals and Quarries, and any other Part or Parts of the said Property, with Power to work the same, and all other requisite and proper Powers, for any Term or Terms of Years not exceeding Ninety-nine Years, with and under usual and proper Provisions and Restrictions, and if Rights of Way and other Rights and Easements could be granted for Terms of Years not exceeding Ninety-nine Years in and over the said devised and settled Hereditaments, and it would be advantageous to the said Property if Power were given with respect to the devised Shares thereof to the Trustees or Trustee for the Time being of the said Will to join in the Exchange of such Part or Parts as might be found convenient of the same Property for the Land of any other Owner or Owners lying interspersed with or contiguous to such Property, and in the said Parish of *Rochdale*: And whereas with respect to the undivided Parts and Hereditaments comprised in the said Will no Power of leasing was given by the said Will, nor does such Will contain any Power for effecting Exchanges, and the Power of leasing for Building Purposes given by the said Marriage Settlement with respect to the undivided Parts and Hereditaments comprised therein (being limited to Leases for a Term not exceeding Ninety-nine Years) is inadequate to induce Persons to build thereon, and consequently the Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Marcus Worsley* and *Harriet* his Wife, the said *Harriet Philadelphia Worsley*, only surviving Child of the said *Marcus Worsley* and *Harriet* his Wife, and the said *Sir James Parke* and *Thomas Worsley*, 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; (that is to say,)

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall suffice to use the Expression "*Worsley's Estate Act, 1854.*"

Interpretation of Terms.

II. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them respectively, unless there be anything in the Subject or Context repugnant to such Construction; (that is to say,)*

The Expression "the settled Shares" shall mean the undivided Parts of the said Lands and Hereditaments in the said Parish of *Rochdale* comprised in and settled by the said Indenture of Release of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven;

The

Worsley's Estate Act, 1854.

The Expression "the devised Shares" shall mean the undivided Parts of the same Lands and Hereditaments comprised in and devised by the said Will of the said *Sarah Hamer* :

The Expression "the Lessors of the Settlement" shall mean, as to, for, and concerning the settled Shares, the said *Marcus Worsley* during his Life, and after his Decease the said *Harriet Worsley* during her Life, if she should survive the said *Marcus Worsley* her Husband, and from and after the Decease of the Survivor of them the said *Marcus Worsley* and *Harriet* his Wife, the Person or Persons who shall by virtue of such Settlement, or by any other Means be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession in the said settled Shares, or beneficially entitled in possession to the Receipt of the Rents, Issues, and Profits of the same Shares, if such Person or Persons shall respectively be of full Age, and if not then during his, her, or their Minority the said *Sir James Parke* and *Thomas Worsley*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement :

And as to, for, and concerning the devised Shares, the Expression "the Trustees of the Will" shall mean the said *Sir James Parke* and *Thomas Worsley*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Will.

III. That it shall be lawful, as to, for, and concerning the settled Shares, for the Lessors of the Settlement, and as to, for, and concerning the devised Shares, for the Trustees of the Will, by any Indenture or Indentures to demise or lease all or any Part or Parts of the said Lands and Hereditaments in the said Parish of *Rochdale* of which certain undivided Parts were as aforesaid comprised in the said Indenture of Settlement, and the other undivided Parts were as aforesaid devised by the said Will, (which Lands and Hereditaments are hereinafter referred to as the Lands and Hereditaments comprised in the said Schedule hereto,) with the Buildings and Improvements (if any) upon and to the same, and the Appurtenances, to any Person or Persons whomsoever who shall be willing to improve the same by erecting or building any substantial Messuage or Messuages or other Building or Buildings on the said Lands and Hereditaments or any Part thereof, or who shall be willing to improve the same by substantially rebuilding or repairing any Messuage or other Building or Buildings for the Time being on the said Lands and Hereditaments or any Part thereof, or who in any other Manner, to be specified by any Lease or respective Leases to be granted thereof, or in any existing or future Contract or Contracts for such

Power to grant Building and Improving Leases for Nine hundred and ninety-nine Years.

[*Private.*]

12 t

Lease

Worsley's Estate Act, 1854.

Lease or Leases, shall be willing substantially and permanently to improve the said Lands and Hereditaments or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex any Part or Parts of the said Lands or Hereditaments for Gardens, Yards, or other Conveniences to Houses or Buildings erected and built or to be from Time to Time erected and built on the same Lands or any Part thereof, or on any adjoining Land comprised in the said Schedule hereto, or otherwise to improve the same Premises, for any Term or Number of Years not exceeding Nine hundred and ninety-nine, in possession; and with or without any Easements or Privileges for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased in, over, through, or under any adjoining Land or Hereditaments comprised in the said Schedule hereto; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in any such Lease or Leases, or any Part or Parts thereof, as and for Markets, Streets, Squares, Crescents, or open Places, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof, and also with or without Liberty for the Lessee or Lessees to dig and excavate, in and under any Part of the Land or Ground which may be set out and allotted for Markets, Streets, Squares, Crescents, or other open Places, Roads, Ways, Avenues, Passages, or any adjoining Lands or Grounds comprised in the said Schedule, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Earth, Clay, Sand, 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 Earth, Clay, and Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles or other Materials to be used in such new Buildings, or Works, Repairs, or Improvements as aforesaid; and also with or without any other Liberties or Privileges which to the Person or Persons granting such Lease or Leases respectively shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease or Demise there be reserved and made payable (except in Cases herein-after otherwise provided for) the best and most improved yearly Rent or Rents that can be reasonably had or gotten or ought to be reserved or made payable for the same, or for the Shares or Hereditaments to be comprised therein, such Rent or Rents to be reserved or

Worsley's Estate Act, 1854.

or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except); and so that every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish, within a Time to be specified for that Purpose, and keep in repair, any Messuage or Building, Messuages or Buildings then about to be built or in Progress, or to rebuild or repair within a Time to be specified for that Purpose and keep in repair any Messuage or Building, Messuages or Buildings erected and built or intended and agreed to be rebuilt or repaired, or otherwise substantially and permanently to improve, within a Time to be specified for that Purpose, the Premises comprised therein, in every Case in which such Covenant may be applicable, and as each Case may require; and so as in every such Demise or Lease there be contained a Covenant on the Part of the Lessee or Lessees for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises (except such as it may be thought fit to except), and also a Covenant to keep the Buildings erected and built or to be erected and built or repaired or improved on the Premises to be comprised in such Lease insured from Damage by Fire to the Amount of Three Fourth Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums as shall be necessary, in substantially rebuilding, repairing, or reinstating Buildings which shall be destroyed or damaged by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings, if any, thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End or sooner Determination of the Term of each such Lease respectively; and so as in every such Lease there be contained respectively a Proviso or Condition of Re-entry for the Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and so as the Lessee or Lessees to whom such Demise or Lease shall be made seal and deliver a Counterpart thereof; and any such Lease may be with or without a Proviso that no Breach
of

Worsley's Estate Act, 1854.

of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as the Parties to such Lease may agree to except,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenant, Agreements, Stipulations, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being granting such Lease in exercise of this present Power; nevertheless the respective Lessees shall execute Counterparts of their respective Leases: Provided always, that the First Payment of the Rent to be reserved in any Demise or Lease made under this present Power of any Part of the said Messuages, Lands, and Hereditaments comprised in the said Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Demise or 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 Demise or Lease, regard being had to the Progress of the Buildings or Repairs agreed to be built or done, or of the Improvements agreed to be made, but so that the full Rent in any such Demise or Lease be made to commence not later than Five Years from the Time of the Execution thereof.

Authorizing
Contracts for
Leases.

IV. That it shall be lawful for the Lessors of the Settlement and the Trustees of the Will respectively, at any Time or Times after the passing of this Act, to enter into any Contract or Contracts for granting, upon the Terms of the Power of leasing herein-before contained, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the Lands or Hereditaments thereby authorized to be leased, with the Buildings (if

Worsley's Estate Act, 1854.

(if any) which shall be standing thereon, and thereby to agree, when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract or Contracts, to demise or lease the Land and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other substantial Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts as shall be thought proper, but so that no Part of the said Hereditaments shall be liable, in the Case of a Lease of the Entirety, to a Rent of less than Five Pounds *per Annum*, or in the Case of a Lease of any undivided Parts or Shares to a less yearly Rent than such a Proportion of Five Pounds as the same Parts or Shares shall bear to the Entirety; and if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, it shall be lawful for him or them to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract 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 paid as may be thought proper, and shall in such Case be provided for; provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been actually demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, 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 every such Contract (if not vacated as aforesaid) shall be carried into effect by a Lease or Leases to be made or granted in pursuance of the Power for granting Leases herein-before contained; and any Lease made in pursuance or performance

[*Private.*]

Worsley's Estate Act, 1854.

mance of such Contract or Contracts as aforesaid shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Building, Repairing, or Improvement Leases herein-before authorized to be made as shall or may be applicable thereto, as far as the same shall be so applicable or the Nature and Circumstances of the Case shall admit of or require, but not further; and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoes, and Conditions which are herein-before authorized to be inserted or contained in any Lease or Leases first herein-before authorized to be made.

Authorizing
Variations of
Contracts.

V. That it shall be lawful for the Lessors of the Settlement and the Trustees of the Will respectively, with the Consent of the other Parties to any existing Contract or Contracts for the Time being, to vary the Terms thereof, or to enter into any new Contract or Contracts in lieu thereof, or by way of Addition to or in Explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts contained, and to release the Person or any of the Persons with whom any such Contract shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if thought expedient, to obtain or accept a Surrender of all or any of the Hereditaments comprised in any such Contract, and the Hereditaments so surrendered, or any Part thereof, may be contracted to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same or the like Manner as if no Contract for leasing the same had been previously entered into; provided, that every such new Contract to be entered into as aforesaid, and every Addition, Explanation, and Alteration made thereby, and all such new Covenants, Agreements, or Stipulations as aforesaid, shall be consistent with the Provisions and Restrictions herein contained as to Contracts hereby authorized to be entered into.

Mines may
be included
in, or ex-
cepted from
such Leases.

VI. That any Lease or Leases, and Contract or Contracts for any Lease or Leases, under the Powers aforesaid, may be either with or subject to a Reservation or Exception of all or any of the Mines or Minerals in or under the same, and with sufficient Powers for working and disposing of such Mines and Minerals and the Produce thereof, or may include such Mines and Minerals or be without any Exception or Reservation of the same, as to the Persons making or entering into any such Lease or Leases, or Contract or Contracts for a Lease or Leases, shall seem expedient.

VII. That

Worsley's Estate Act, 1854.

VII. That it shall be lawful, as to, for, and concerning the devised Shares, for the Trustees of the Will, at any Time or Times, by any Indenture or Indentures to demise or lease the said devised Shares of all and every or any of the Mines, Veins, Seams, and Beds of Coal and Ironstone or Iron Ore, and other Minerals and Quarries, within and under the said Lands and Hereditaments comprised in the said Schedule hereto, now opened, found, or discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered, and whether opened, found, or discovered at the Time of making such Demise or Lease, or not, and either with or without the devised Shares of any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same Mines or Quarries respectively, and either with or without the devised Shares of the Surface of any Lands in or under which the same Mines or Quarries or any Part thereof respectively shall lie, unto any Person or Persons or Body or Bodies Politic or Corporate (such Body or Bodies being lawfully competent to accept such Lease, and to carry the same into full Effect on their Parts) for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession or within One Year after the Date of each such Demise or Lease respectively, together with full and free Liberty, Licence, Power, and Authority to sink, bore, dig, drive, search for, win, work, get, and raise the said devised Shares of the said Mines and Minerals, and for those Purposes from Time to Time to use and enjoy all such Pits, Shafts, Adits, Drifts, Groves, Culverts, Soughs, Locks, Trenches, Sluices, Waygates, Watergates, and other Works and Conveniences as shall or may for the Time being be existing in, upon, or under any of the said Lands, and which shall have been used or employed in working and carrying on any of the Mines and Quarries of which the devised Shares shall be so demised or leased and authorized to be worked, and to sink, drive, carry, and make, or to join with the Lessee or Lessees of the said settled Shares (as the Case may be or require) in sinking, driving, carrying, and making, Pits, Shafts, Adits, Drifts, Groves, Culverts, Soughs, Levels, Trenches, Sluices, Waygates, Watergates, and other Works and Conveniences in, upon, or under the said Lands and Premises, and to erect, build, and construct, or join with the Lessee or Lessees of the said settled Shares (as the Case may be or require) in erecting, building, and constructing, such Steam or other Engines and other Works and Machinery, and to use, occupy, maintain, and amend the same, in such Manner as shall be necessary or expedient, and to use or join with the Lessee or Lessees of the said settled Shares (as the Case may be or require) in using all or any other lawful Ways and Means, as well for finding, discovering, winning, working, getting, and raising the said Coal, Ironstone, Iron Ore, and Minerals, as for draining or discharging or carrying away

Power to
grant Mi-
neral Leases.

Worsley's Estate Act, 1854.

away Water, foul Air, Styth, and Stench from, forth, and out of the Mines and Quarries, and with sufficient Ground Room, Heap Room, and Pit Room for bringing to bank, depositing, laying, and placing the said Coal, Ironstone, and Iron Ore, and other Minerals, which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the Entirety or the devised Shares of the same Mines and Quarries, as the Case may be; and also with full and sufficient Way and Passage to and for the said Lessee or Lessees respectively, and his or their respective Agents, Servants, and Workmen, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created to take, lead, and carry away, with Horses, Carts, Waggons, Wains, and Carriages, or in any other Manner that may be thought fit, all the Coal, Iron, Ironstone, Iron Ore, and other Minerals to be wrought, won, or gotten forth or out of the Entirety or devised Shares thereby to be demised or leased (as the Case may be) of the said Mines and Quarries; and also full and free Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy, or join with the Lessee or Lessees of the said settled Shares (as the Case may be or require) in erecting, building, cutting, forming, constructing, setting up, laying down, using, and occupying, all such Houses, Hovels, Sheds, Lodges, Quays, Staiths, Wharfs, Buildings or Erections, Engines, Roads, Tram or Rail Roads, or other Conveniences, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or convenient for the winning, working, and carrying on of the Entirety or devised Shares (as the Case may be) of the said Mines and Quarries respectively, and for taking, leading, and carrying away the Coal, Iron, Ironstone, Iron Ore, and other Minerals, and also to take down and remove, or join with the Lessee or Lessees of the said settled Shares in taking down and removing, any of the Houses, Hovels, Sheds, Lodges, Quays, Staiths, Wharfs, Buildings, or Erections, Engines, Roads, Tram or Rail Roads, and other Conveniences, Inventions, or Works whatsoever, which at the Time of making any such Demise or Lease shall be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, or shall during the Term thereby granted be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, and which may become unnecessary for the working of the Entirety or devised Shares of the said Mines and Quarries, for the Disposal of the Coals, Ironstone, Iron Ore, Iron, and other Minerals to be raised thereout (except Buildings, Works, or Erections of Brick or Stone, which shall not be taken down or removed without the Consent in Writing of the Person entitled to the immediate Reversion of the said demised Premises); and also full and free Liberty, Licence,

Power,

Worsley's Estate Act, 1854.

Power, and Authority to win, work, and carry on, or join with the Lessee or Lessees of the said settled Shares in winning, working, and carrying on, any adjoining or other Mines or Quarries, by means of any Outstroke or Instroke, Drift or Drifts, and to take, lead, and carry away, or join with the Lessee or Lessees of the said settled Shares in taking, leading, and carrying away, the Produce of any such adjoining or other Mines or Quarries, by any Railway or Railways, or other Way or Ways, now formed or hereafter to be formed in, through, over, and along the said Lands and Hereditaments or any Part or Parts thereof, or with any of the said Powers or Provisoes which to the Person or Persons making such Demise or Lease shall seem necessary or proper, and with or without any other Powers or Privileges whatsoever which shall or may be thought necessary or expedient for, in, or about the winning, working, getting, and disposing of and carrying away the said Coal, Ironstone, Iron Ore, Iron, and other Minerals as aforesaid; so as upon every such Demise or Lease there be reserved and made payable the best or most improved yearly Rent or Rents, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be reasonably had or gotten for the Shares or Hereditaments comprised therein, such Rent to be reserved and made payable to the Trustees of the said Will, and to be incident to and go along with the Freehold and Inheritance in reversion expectant on such Lease in or as to the devised Shares comprised therein, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Demise or Lease; and so as in every such Demise or Lease there be contained a Clause of Re-entry or a Power to make void or determine the same for Nonpayment of the Rent or Rents to be thereby reserved, for a Time to Times to be therein in that Behalf limited; and so as the Lessee or Lessees to whom such Demise or Lease shall be made seal and deliver a Counterpart thereof; and it is hereby declared, that in every such Demise or Lease there may be inserted or contained such Covenants, Conditions, Powers, Stipulations, and Agreements as the Person or Persons for the Time being making or granting any such Demise or Lease as aforesaid shall deem proper or expedient, so that the same shall be for the Benefit as well of the Person or Persons entitled in reversion as of the Person or Persons entitled in possession to the said Hereditaments, and that they be not inconsistent with the Provisions and Restrictions herein contained.

[*Private.*]12 *x*

VIII. That

Worsley's Estate Act, 1854.

How Power
of leasing of
devised
Shares of
Mines may
be exercised.

VIII. That the Power of leasing last aforesaid as to the devised Shares of the said Mines and Hereditaments, and all Rights and Authorities comprised or conferred by the same Power, may be exercised by the Trustees or Trustee for the Time being of the said Will conjointly with the Person or Persons for the Time being entitled to or enabled to lease the said other Shares, and in One Lease of the Entirety of any of the said Mines or Minerals and Premises, or of any Part or Parts thereof, or in a separate Lease by the same Trustees or Trustee of or as to the same devised Shares, as to them or him shall seem fit, but so that in any such Joint Lease as aforesaid of the Entirety an apportioned Part in respect of the said devised Shares of the Rent or Rents thereby to be reserved or made payable be reserved to the same Trustees or Trustee for or in respect of such devised Shares.

Application
of Mineral
Rents of
devised
Shares.

IX. That the Trustees or Trustee for the Time being of the said Will of the said *Sarah Hamer* as to the Rents, Tolls, and Royalties to be reserved for or in respect of the devised Shares of the said Mines or Minerals, shall pay One equal Fourth Part thereof to the Person or Persons by virtue of such Will beneficially entitled to the Shares thereby devised, and shall pay the remaining Three Fourth Parts thereof, as and when such Payment, in the Discretion of the said Trustees or Trustee, shall be of a sufficient Amount, and can be conveniently made, (the Amount thereof respectively to be verified by Affidavit,) into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account entitled "*Ex parte* the Persons interested in the Estates devised by the Will of *Sarah Hamer* deceased," pursuant to the Method prescribed by any Act for the Time being in force for regulating Moneys paid into the said Court; and the Receipt of any Cashier of the said Bank for such Moneys, and the Certificate of the Accountant General annexed to the same, and filed in the said Court of Chancery, shall be an effectual and conclusive Discharge to the said respective Trustees or Trustee paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate such respective Trustees or Trustee shall not be answerable or accountable for the Misapplication or Non-application or be liable to see to the Application of such Money or any Part thereof.

Court may
direct Invest-
ment thereof.

X. That upon a Petition to be preferred to the said Court in a summary Way by any Person interested in the devised Shares in possession,

Worsley's Estate Act, 1854.

session, remainder, or reversion, or of the Guardians or Guardian of any such Person being an Infant, it shall be lawful for the said Court of Chancery, and the same Court is hereby required to order all such Moneys as shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, to be from Time to Time applied or laid out in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the devised Shares, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature), or in the Purchase of any Wayleaves or other Easements in, over, or upon any Lands adjoining or near to the Lands or Grounds comprised in the said Schedule to this Act, or in the Payment of any Money upon any Exchange to be made under the Provisions of this Act, agreed to be paid for Equality of Exchange; and that all Hereditaments to be purchased under this Act, and also any Hereditaments acquired under any such Exchange as aforesaid, and in respect of which any Money shall as aforesaid be paid for Equality of Exchange, shall, immediately after every such Purchase and Exchange respectively, be conveyed, settled, and assured upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations, as the devised Shares shall for the Time being be subject to under or by virtue of the said Will, or as near thereto as the Deaths of Parties and other Circumstances will admit of.

XI. That all Moneys which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until such Moneys shall be applied or be invested or laid out in and for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the 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 Moneys received from the same as they respectively shall be paid off by Government, shall from Time to

Interim Investment.

Time

Worsley's Estate Act, 1854.

Time be laid out in the Purchase of 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 some or One of the Purposes aforesaid.

Power for Trustees of Will to concur in Exchange.

XII. That it shall be lawful for the Trustees of the said Will as to the said devised Shares, with the Consent of the Court of Chancery, to be obtained in the same Manner as is herein directed with respect to an Order for the Investment in the Purchase of Land of any Money hereby authorized to be so invested, to join with the Person or Persons for the Time being entitled to or having Power over the said settled Shares in effecting any Exchange or Exchanges of any Part or Parts of the Lands in the said Schedule hereto which it shall be found convenient to exchange with any Person or Persons whomsoever, for any Land lying interspersed with or adjoining or contiguous to the said Lands in the said Schedule, or any of them or any Part thereof, and situate or being in the said Parish of *Rochdale*, and which shall be considered convenient to be held with the Residue of the said Lands in the said Schedule, so that the Land to be taken by the said Trustees in Exchange as aforesaid be at the least of equal Value with the Land given by them in Exchange; nevertheless, upon any such Exchange the said Trustees may concur in any Agreement either to pay or receive any Money for Equality, and thereupon, in case of Money being received for Equality, the Share thereof of such Trustees shall be paid into the Bank, and be disposed of in the Manner herein-before directed with respect to the Rents or Royalties to be reserved for or in respect of the said devised Shares of the Mines or Minerals in or by any Lease or Leases thereof under this Act; and in case of Money being paid for Equality the Share thereof of the said Trustees shall either be paid out of any Money paid into the Bank under the Provisions of this Act, and the Interest or Income and Accumulations thereof, or shall be charged on the Shares of them the said Trustees of the Hereditaments

Worsley's Estate Act, 1854.

Hereditaments received in Exchange, and so also that a proportionate Share in respect of the said devised Shares of any Land to be taken in Exchange under this Act be conveyed or limited to or vested in the Trustees of the said Will upon the subsisting Trusts thereof concerning the devised Shares by them the said Trustees conveyed in Exchange.

XIII. That all and singular the Powers, Clauses, and Provisions in this Act contained as to the said devised Shares shall extend and apply to all Hereditaments which shall be acquired by the Trustees of the said Will, at any Time or from Time to Time, under the Provisions of this Act or any of them, and which shall or may lie interspersedly or be intermixed with the said Lands in the said Schedule hereto, or near thereto, and in the said Parish of *Rochdale*.

Provisions of Act to extend to Lands purchased.

XIV. That it shall be lawful, as to, for, and concerning the settled Shares for the Lessors of the Settlement, and as to, for, and concerning the devised Shares for the Trustees of the Will, at any Time or Times, by any Indenture or Indentures, and either in pursuance of or not in pursuance of any previous Contract or Contracts to demise or lease any Right or Rights of forming any Tram or Rail Road, or other Way or Ways, Road or Roads, or other Right of Passage in, through, over, and along the said Lands and Hereditaments, or any of them or any Part or Parts thereof, unto any Person or Persons or Body or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, or within One Year after the Date of each such Grant, Demise, or Lease respectively, together with full and free Liberty, Licence, Power, and Authority, in and upon the Land so to be granted or demised or leased, to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Buildings or Erections, Cuts, Culverts, Batteries, and Embankments, Engines, Rails, or other Conveniences, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient, and also to take down or remove any such Buildings or Erections, Engines, or other Conveniences, Inventions, and Works (except such as shall be of Brick or Stone, unless, as to them, with the Consent in Writing of the Person or Persons entitled to the immediate Reversion of the demised Premises), or with any of the said Powers or Privileges which to the respective Persons making such Grant, Demise, or Lease shall seem necessary or proper, and with or without any other Powers or Privileges whatsoever which shall or may be thought necessary or expedient; so as upon any such Grant, Demise, or Lease there be reserved the best yearly Rent or Rents which can be reasonably had or obtained

Power to grant Rights of Road, &c.

[*Private.*]

12 y

for

Worsley's Estate Act, 1854.

for the same (such Rent or Rents to be payable quarterly), without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Grant, Demise, or Lease; and so as in every such Grant, Demise, or Lease there be contained a Clause of Re-entry or a Power to make void or determine the same for Nonpayment of the Rent or Rents to be thereby reserved for a Time or Times to be therein in that Behalf limited; and so as the Lessee or Lessees to whom such Grant, Demise, or Lease shall be made seal and deliver a Counterpart thereof; and that in every such Grant, Demise, or Lease there be inserted and contained such Covenants, Conditions, Powers, Stipulations, and Agreements as the Persons respectively for the Time being making or granting any such Grant, Demise, or Lease as aforesaid shall deem proper or expedient.

Certificate of Lessors to be Evidence of Counterpart.

XV. That the Counterpart of every Lease which shall comprise both settled Shares and devised Shares shall be delivered to the Trustees of the said Will, and shall be retained by them for the Benefit of and in trust for as well the Person and Persons entitled and to be entitled to the said settled Shares as the Person or Persons entitled to the said devised Shares, and shall be upon all reasonable Occasions, and at the Request of any Person or Persons for the Time being entitled to or interested in the said settled Shares, produced or shown forth.

Leases to pass legal Estates, and Rents and Covenants to enure to Reversioner.

XVI. That every Lease which shall be granted in pursuance of and in conformity with the Provisions of this Act shall operate to pass and shall be deemed and adjudged to pass the legal Estate in the Lands and Hereditaments or the undivided Parts of the Lands and Hereditaments to be comprised therein (as the Case may be), for the Term or Interest thereby expressed to be granted, and shall be valid and effectual at Law and in Equity; and the Rent or Rents to be reserved thereby, and all Covenants, Agreements, Provisoes, and Conditions to be contained therein, and on the Lessee's Part to be performed or observed, including the Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents or for Nonperformance of any of the same Covenants or Agreements, shall, as to a due Proportion of such Rent or Rents for or in respect of the settled Shares, or the Rent or Rents for such settled Shares (as the Case may be), and as to the same Covenants, Agreements, Provisoes, and Conditions, so far as they relate to such settled Shares, be incident to and go along with the Reversion of the same settled Shares, and accordingly shall be or be deemed to be vested in and shall be distrained for and be enforced and taken advantage of by the Person or Persons for the Time being entitled (subject to such Lease) to the said settled Shares, or to the
Receipt

Worsley's Estate Act, 1854.

Receipt of the Rents and Profits thereof, or who would have been entitled to the Possession thereof if no Lease had been made and this Act had not passed, and also shall, as to a due Proportion of the said Rent or Rents for or in respect of the said devised Shares, or the Rent or Rents for such devised Shares (as the Case may be), and as to the said Covenants, Agreements, Provisoos, and Conditions, so far as they relate to such devised Shares, be incident to and go along with the Reversion of the said devised Shares, and accordingly shall be or be deemed to be vested in and shall or may be distrained for and be enforced and taken advantage of by the Trustees of the said Will, upon and for the Trusts and Purposes of such Will with respect to such devised Shares.

XVII. That it shall be lawful, as regards the settled Shares for the Lessors of the Settlement, and as regards the devised Shares for the Trustees of the Will, at any Time or Times, if they respectively should think fit, to confirm or make valid any Lease or Leases to be granted under the Powers aforesaid or any of them which may be voidable on any technical Ground, and also to accept the Surrender of any existing Lease or Leases for the Time being, and, if they respectively should think fit, to grant, under the Powers aforesaid, any new Lease or Leases in lieu of any Lease which shall or may be void on any Ground whatsoever, or in lieu of any surrendered or forfeited Lease or Leases, so that the Lease or Leases so to be granted be conformable to the Powers or Power aforesaid under which the same shall or may be granted.

Power to confirm informal Leases.

XVIII. That it shall be lawful, as regards the settled Shares for the Lessors of the Settlement, and as regards the devised Shares for the Trustees of the Will, at any Time or Times to make or enter into Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and, under and subject to such Provisoos, Conditions, and Restrictions as shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be

Authorizing Arrangements for general Improvements.

Worsley's Estate Act, 1854.

be respectively made and entered into by virtue of the Powers aforesaid or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts, or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessees or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Provisoos, Reservations, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoos, and Conditions as last aforesaid, or any of them.

Power to set
out Lands for
Streets, &c.

XIX. That it shall be lawful, as regards the settled Shares for the Lessors of the Settlement, and as regards the devised Shares for the Trustees of the Will, at any Time or Times hereafter, in or by any Instrument or Instruments, or in any other Manner whatever, if they respectively shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the said Lands or Hereditaments comprised in the said Schedule to this Act as and for the Site of any Streets, open Spaces, Roads, Ways, Avenues, Approaches, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments comprised in the said Schedule hereto, or for the general Improvement of the Estate hereby authorized to be leased, and to make and construct any of such Roads, Ways, Avenues, Approaches, Sewers, and Drains, with and out of the Funds for the Time being available for such Purposes, under the Provisions in that Behalf herein contained, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers, with respect to the several Easements and Conveniences so provided for, and made and constructed, as respectively aforesaid, or any of them, as to the said Persons respectively so hereby authorized to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Sites may be
given for
Churches.

XX. That it shall be lawful, as regards the settled Shares for the Lessors of the Settlement, and as regards the devised Shares for the Trustees of the Will, at any Time or Times, by an Indenture to grant and convey, by way of Gift, in Fee Simple or for a Term of Years absolute, any Quantity of Land comprised in the said Schedule (not exceeding in any One such Gift or Grant One Acre, and not exceeding in the whole Three Acres,) as and for the Site or Sites of a Church or Chapel of Ease, Churches or Chapels of Ease, for the Worship of
God

Worsley's Estate Act, 1854.

God according to the Form of the Church of *England* as by Law established, and (if deemed advisable) of a House and Offices and Garden, and other Appurtenances or Conveniences, for the Minister of each or any such new Church or Chapel.

XXI. That the Powers herein-before contained or any of them may be exercised and shall take effect at any Time or Times and from Time to Time hereafter, as to the settled Shares, notwithstanding the Determination of the Trusts of the said Will of the said *Sarah Hamer*, or the Determination of such Powers or any of them as to and concerning the devised Shares, and as well after the Determination of such Trusts and Powers respectively as at any Time or Times and from Time to Time hereafter during the Continuance of such Trusts or any of them and of such Powers; and the said Powers or any of them may be exercised and shall take effect at any Time or Times and from Time to Time hereafter as to the devised Shares, notwithstanding the Determination of the Uses or Limitations of the said Indenture of Settlement of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, or the Determination of such Powers or any of them as to and concerning the settled Shares, and as well after the Determination of such Uses or Limitations and Powers respectively as at any Time or Times and from Time to Time hereafter during the Continuance of such Uses or Limitations or of any of them, and of such Powers.

Providing
for Continu-
ance of
Powers.

XXII. That the several Powers respectively herein-before contained, or any of them respectively, may be exercised by the respective Donees thereof respectively either conjointly in and by the same Indenture or Instrument, or separately in and by separate Indentures or Instruments, as they respectively shall think fit, and in such Mode or Form and either by referring to or without referring to this Act, and in such Manner as they shall think fit, whether such Exercise thereof by them shall be jointly by One Deed or Instrument as aforesaid, or separately by separate Deeds or Instruments.

Donees may
exercise
Powers con-
jointly or
separately.

XXIII. That the Powers of Sale, Exchange, and Partition, and of Leasing, respectively contained in the said Indenture of Settlement of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, as to the settled Shares, shall not be defeated by this Act; nevertheless no Lease by the Person or Persons in whom such Powers or any of them shall for the Time being be vested, or to which such Person or Persons shall be a Party or Parties, shall take effect by virtue of or under such Powers or any of them, unless such

Saving leas-
ing and
other Powers
under Settle-
ment.

[*Private.*]

Worsley's Estate Act, 1854.

Powers or One of them shall be intended to be exercised and such Intention shall be expressed, and the Powers or Power in such Indenture of Settlement intended to be exercised shall be specifically mentioned or referred to in such Lease, and the Exercise of such Powers of Sale and Exchange shall be subject to the Leases under this Act.

Power to
raise Money
for Bridges,
&c.

XXIV. That it shall be lawful, as regards the settled Shares for the Lessors of the Settlement, and as regards the devised Shares for the Trustees of the Will, at any Time or Times to lay out and expend any Sum or Sums not exceeding in the whole the Sum of Two thousand Pounds in or towards the making, widening, or improving of any Bridges, Streets, or Roads in or over any Part of the said Lands which in their respective Opinion shall be for the permanent Improvement of the said Lands and the Buildings erected or to be erected thereon, and for the Purpose of providing the Money so to be laid out or expended to raise and borrow the same at Interest of or from any Person or Persons whomsoever, upon Security of a Mortgage of or Charge upon the said settled and devised Shares respectively, either before or after the laying out or Expenditure thereof, together with the Costs, Charges, and Expenses of raising or borrowing and of securing the same, and the Person or Persons advancing or lending the same shall not be bound to ascertain or make any Inquiry as to the Necessity or Expediency of raising or borrowing the same, nor to make any Inquiry with respect to any laying out or Expenditure or alleged laying out or Expenditure of Money for the Purposes aforesaid, nor to see to the Application of any Money borrowed or raised for the same Purposes, and further, that the Receipt or Receipts of the Persons raising or borrowing any Money under this present Clause shall, to and for all Intents and Purposes whatsoever, be an effectual Discharge for or with respect to such Money to and for all or any Persons or Person advancing or lending the same, and such Mortgage or Charge shall take effect in the same Manner as if this present Power had been inserted or contained, so far as respects the said settled Shares, in the said Indenture of Settlement of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, and so far as respects the said devised Shares in the said Will.

Interest to be
kept down.

XXV. That the Interest of the Principal Money to be secured by any such Mortgage or Charge as shall be made under the Power for that Purpose contained in this Act shall be paid and kept down by the said *Marcus Worsley*, or other the Person or Persons for the Time being beneficially entitled to the Possession or the Receipt of the Rents and Profits of the said settled Shares, and by the Person or
Persons

Worsley's Estate Act, 1854.

Persons for the Time being beneficially entitled under the said Will of the said *Sarah Hamer* to the Possession or the Receipt of the Rents and Profits of the said devised Shares, or by the Trustees of the said Will, out of the same Rents and Profits in the Shares or Proportions in which they respectively are or shall for the Time being be entitled to the said Lands and Hereditaments in the said Parish of *Rochdale*, or the Rents and Profits thereof.

XXVI. That if and when any Monies shall be borrowed on any such Mortgage or Charge, and so long as any Part thereof shall remain due to the said *Marcus Worsley*, or other the Person or Persons for the Time being beneficially entitled to the Possession or the Receipt of the Rents and Profits of the settled Shares, shall yearly and every Year, by and out of such Rents and Profits, (after paying or providing for the Interest payable by him or them under the foregoing Provisions,) pay off One Thirtieth Part of such Portion of the Monies so borrowed as shall be charged on the settled Shares, and the Person or Persons for the Time being beneficially entitled under the said Will of the said *Sarah Hamer* to the Possession or the Receipt of the Rents and Profits of the devised Shares, or the Trustees of the said Will, shall yearly and every Year, by and out of the last-mentioned Rents and Profits, (after paying or providing for the Interest payable by them or him under the foregoing Provisions,) pay off One Thirtieth Part of such Portion of the Monies so borrowed as shall be charged on the devised Shares.

Sinking
Fund for
Discharge of
Moneys so
borrowed.

XXVII. That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think expedient and reasonable for allowing, taxing, and settling all the Costs, Charges, and Expenses of carrying into effect the Purposes of this Act, so far as concerns the Rents, Tolls, Duties, and Reservations under any Mining Lease or Leases of the said devised Shares to be made in pursuance of the said Act which are herein-before directed to be paid into the Bank and invested as aforesaid, and the paying in and Investment thereof accordingly, and of making any Application to the said Court in pursuance of this Act, or arising thereout or incidental thereto, and also the Costs, Charges, and Expenses of exercising the said Powers of exchanging and mortgaging, so far as concerns the said devised Shares (but not the Expenses of passing this Act, which Expenses the said *Marcus Worsley* is willing to bear and defray); and also from Time to Time to make Orders for the Payment of and raising all the several Costs, Charges, and Expenses respectively aforesaid out of any Monies to be paid into the Bank of *England* under the Direction in that Behalf herein-before contained, or from and out

Court of
Chancery
may make
Orders as to
Costs of
Execution of
Act.

Worsley's Estate Act, 1854.

out of the said devised Shares, as to the said Court shall seem expedient.

General
Saving.

XXVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Successors, Heirs, Executors, and Administrators, (other than and except the said Sir *James Parke* and *Thomas Worsley* as Trustees of the said Indenture of Settlement of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, and their Heirs, Executors, Administrators, and Assigns, and the said *Harriet Worsley* in respect of the said annual Sum of Eight hundred Pounds in and by the said Indenture of Settlement directed to be paid to her as aforesaid, and the said *Marcus Worsley* and the said *Harriet Worsley*, and the said *Harriet Philadelphia Worsley* and her Issue, and all and every other the Children and Child and more remote Issue of the said *Marcus Worsley* and *Harriet Worsley* hereafter to be born, and also the Appointees or Appointee of the said *Harriet Worsley* under any Powers or Power thereby limited or given to her, and also the Heirs of the said *Marcus Worsley*, and all and every other Persons and Person whomsoever to or upon whom any Estate, Right, Title, Interest, Charge, or Demand, at Law or in Equity, hath been conveyed, limited, or given, or hath descended or devolved, or shall descend or devolve, under and by virtue of the said Indenture of Settlement of the Thirtieth Day of *November* One thousand eight hundred and twenty-seven, as to and concerning or in or out of the settled Shares, and also the said Sir *James Parke* and *Thomas Worsley* as Trustees of the said Will of the said *Sarah Hamer*, and their Heirs, Executors, Administrators, and Assigns, and the said *Harriet Worsley*, and the said *Harriet Philadelphia Worsley* and her Heirs, and the Child and Children of the said *Harriet Philadelphia Worsley* hereafter to be born, and his, her, or their respective Heirs, and all and every other the Children and Child and more remote Issue hereafter to be born of *Harriet Worsley*, and their respective or his or her Heirs, and also the Heirs of the said *Harriet Worsley* and all or any and every Person or Persons whomsoever to or upon whom any Estate, Right, Title, Interest, Charge, or Demand whatsoever was limited, devised, or given, or hath descended or devolved, or shall descend or devolve, by virtue of or under the said Will of the said *Sarah Hamer*, or from the said Testatrix, as to and concerning and in or out of the devised Shares,) all such Estate, Right, Title, Claim, or Demand whatsoever of, in, to, or out of the same Premises as they, every or any of them, might have had in case this Act had not been passed.

XXIX. That

Worsley's Estate Act, 1854.

XXIX 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.

Worsley's Estate Act, 1854.

The SCHEDULE to which this Act refers.

NAMES OF TENANTS.	Description of Premises.	Quantity in Statute Measure.
PARISH OF ROCHDALE.		
<i>In the Township of Castleton.</i>		
James Leigh - - - - -	Farm Buildings, Cottages, and Lands.	23 1 11
William Benecke and Company - - - - -	Ditto	35 3 4
John Scott - - - - -	Ditto	13 0 26
James Redfearn - - - - -	Ditto	18 3 29
<i>In the Township of Butterworth.</i>		
Sarah Peacock - - - - -	Ditto	28 3 11
<i>In the Townships of Castleton and Butterworth.</i>		
James Leigh and Sons - - - - -	Ditto	10 3 20

Fred. Baines.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.