



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## Cap. 5.

An Act to authorize Conveyances in Fee or Demises for long Terms of Years, under reserved Rents, of certain Parts of Estates settled by the Will of the late *Joseph Livesey* Esquire, deceased. [23d July 1855.]

WHEREAS *Joseph Livesey*, late of *Stourton Hall* in the County of *Lincoln*, duly made his last Will and Testament, dated the Second Day of *August* One thousand eight hundred and fifty, and thereby, after making and giving certain specific Bequests and Legacies, gave and devised all his Manors, Messuages, Farms, Lands, and Hereditaments at *Stourton*, *Baumber*, *Grainthorpe*, and *Ludborough* in the County of *Lincoln*, and all other the Hereditaments in the same County of or to which he was or at the Time of his Death might be seised or entitled, or over which he had or might have a Power of Disposal by Will, and also all the Messuages, Lands, and Hereditaments at *Blackburn* in the County of *Lancaster* (described in the Schedule to this Act, and herein-after called "the *Blackburn* Estate,") of or to which he was or at the Time of his Death might be seised or entitled, or over which he had or might have a Power of Disposal by Will, (subject as to his

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Will of  
J. Livesey,  
dated 2d  
Aug. 1850.

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Estate at *Farlesthorpe* to a Conveyance thereof made on his Marriage for securing Portions, and as to the Hereditaments at *Ludborough* to the Rentcharges or annual Sums of Two hundred Pounds and Three hundred Pounds payable thereout to his Mother during her Widowhood under the Will of his late Father, and to a Jointure of One thousand Pounds a Year secured to his Wife during her Life, if she should survive him, in bar of Dower,) to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations following; (that is to say,) in case he should leave any Son immediately entitled to the First Estate for Life under the Limitations therein-after contained who should be under the Age of Twenty-five Years, as to his Mansion House called *Stourton Hall*, with the Outbuildings, Gardens, and Pleasure Grounds thereto belonging, to the Use of his Wife until such Son should die or attain the Age of Twenty-five Years, in case his Wife should so long live and remain his Widow; and in case she should leave no Son who at his Death should be immediately entitled to the First Estate for Life, then, as to the same Mansion House, with the said Premises thereto belonging, to the Use of his said Wife for One Year after his Death, in case she should so long live; and, subject as aforesaid, to the Use and Intent that his Brother the Reverend *Thomas Livesey*, then of *Paddock Hurst* in the Parish of *Worth* in the County of *Sussex*, and his Assigns, should, during his Life, receive and take the yearly Rentcharge of Three hundred Pounds charged upon all the said Hereditaments and Premises thereby devised, with Power for the said *Thomas Livesey* and his Assigns to enter and distrain upon the said Premises whenever any Part of the said yearly Rentcharge should be in arrear for the Space of Twenty-one Days, and with further Power for the said *Thomas Livesey* and his Assigns to enter upon and hold any Part of the said Premises, and take the Rents and Profits thereof; whenever any Part of the said yearly Rentcharge should be in arrear for the Space of Forty Days; and as to all and singular the said Hereditaments and Premises (subject to the said yearly Rentcharge, Powers, and Remedies, so far as relates to the Premises charged therewith,) to the Use of his (the said *Joseph Livesey's*) First and other Sons successively, according to their respective Seniorities, for their Lives, with Remainder after the Death of each of such Sons to his First and other Sons successively and in remainder one after another, according to their respective Seniorities in Tail Male, the elder of the Testator's Sons to take for his Life, with Remainder to the Use of his First and other Sons in Tail Male as aforesaid in preference to the younger of the Testator's Sons and their First and other Sons; and, subject to such Estates to the Use of the said *Thomas Livesey* for his Life, with Remainder to the Use of his First and other Sons successively in remainder one after another according to their respective



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respective Seniorities in Tail Male, with Remainder to the Use of *Joseph Ellis Sweney*, the Son of Captain *Welbore Ellis Sweney* and the Testator's Sister *Maria Sweney*, for his Life, with Remainder to the Use of the First and other Sons of the said *Joseph Ellis Sweney* successively in remainder one after the other according to their respective Seniorities in Tail Male, with Remainder to the Testator's own right Heirs for ever; provided that if any Person who under the Limitations aforesaid would but for the present Proviso be entitled to the Possession or Receipt of the Rents and Profits of the said Hereditaments and Premises thereby devised, as Tenant for Life, or Tenant in Tail Male by Purchase, should be under the Age of Twenty-one Years, then and so often as the same should happen the said *Thomas Livesey* and *William Earle Welby*, then of *Allington* in the County of *Lincoln*, and the Survivor of them, and the Executors or Administrators of such Survivor, should enter into the Possession or Receipt of the Rents and Profits of the same Hereditaments and Premises (but without Prejudice to the Limitation of *Stourton Hall* and Premises, therein-before contained, in favour of the Testator's Wife), and should during the Minority of such Tenant for Life or Tenant in Tail Male by Purchase continue such Possession or Receipt of Rents and Profits, and manage or superintend the Management of the same Hereditaments and Premises (with full Power to fell Timber or cut Underwood from Time to Time, in the usual Course, for Sale or for Repairs or otherwise, and to erect, pull down, and repair Houses and other Buildings and Erections, and to drain or otherwise improve all or any of the said Hereditaments and Premises (but not so as to pull down or alter the said Mansion House at *Stourton Hall*, or the Buildings thereto belonging, or to cut ornamental Timber, or otherwise damage or alter the Park or Pleasure Grounds belonging thereto), and to insure Houses and Buildings against Damage by Fire, and to make Allowances to and Arrangements with Tenants and others, and to accept Surrenders of Leases and Tenancies, and to expend such Sum or Sums not exceeding the Sum of One thousand Pounds in any One Year as they or he should think needful in keeping in repair or otherwise keeping up the said Mansion House of *Stourton Hall*, with Out-buildings, Gardens, and Pleasure Grounds thereto belonging, and generally to deal with the Premises as they or he might do if they were the absolute Owners thereof, and should, out of the said Rents and Profits, after defraying the Expenses of Management and Repairs, and all Outgoings not payable by any Tenant or other Person, and keeping down any annual Sum and the Interest of any Principal Sum charged upon the Premises or any Part thereof, apply such Sum or Sums as they or he should think proper for the Maintenance or Education of the Minor, and accumulate the Residue of such Rents and Profits at Compound Interest; and the Testator, after declaring the

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the Trusts of the Fund so accumulated, and that in the Case of any Son of his Body being a Minor entitled as aforesaid the Period of Management and Accumulation should be extended till such Son attained the Age of Twenty-five Years, provided that such extended Period should not exceed the Term of Twenty-one Years from the Testator's Death, declared that it should be lawful for every Person by his Will made Tenant for Life of the said Hereditaments and Premises, as and when he should be entitled to the Possession or Receipt of the Rents and Profits of the same, if he should be of the Age of Twenty-one Years, and also for the said *Thomas Livesey* and *William Earle Welby*, and the Survivor of them, and the Executors and Administrators of such Survivor, during the Minority of any Person who would under the said Will for the Time being be entitled as aforesaid as Tenant for Life or as Tenant in Tail Male by Purchase, by Deed to appoint by way of Lease all or any of the said Hereditaments and Premises for any Term of Years not exceeding Twenty-one Years, to take effect in possession, securing the best yearly Rent, to be incident to the Reversion, that could be reasonably gotten, without taking any Fine, or Premium in the Nature of a Fine, and so as there were contained in every such Appointment a Condition for Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby reserved, and so as the Appointee or Appointees did execute a Counterpart thereof, and did thereby covenant for the due Payment of the Rent or Rents thereby reserved, and were not made dispunishable for Waste; and the Testator empowered the said *Thomas Livesey* and *William Earle Welby*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent of the Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said Hereditaments and Premises, if of full Age, but if such Person should not be of full Age, then at their or his own Discretion, to sell or exchange any of the said Hereditaments and Premises, except the *Stourton Hall* Estate; and the Testator declared that a Receipt in Writing from the Trustees or Trustee of his Will should be a sufficient Discharge for any Money paid to them or him under the Trusts of the said Will; and he devised all Lands vested in him as Trustee or Mortgagee to the said *Thomas Livesey* and *William Earle Welby*, and their Heirs; and he appointed his Wife and the said *Thomas Livesey* and *William Earle Welby* Guardians of his infant Children during their respective Minorities, and appointed the said *Thomas Livesey* and *William Earle Welby* Executors of his said Will; and he gave a Power of appointing new Trustees, in case any of his Trustees should die, or be abroad, or desire to be discharged, or should refuse or become incapable to act, to the continuing or surviving Trustees or Trustee for the Time being, or to the Executors or Administrators of the last surviving or continuing Trustee; and he

declared



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declared that his Trustees should be indemnified against involuntary Losses, and should reimburse themselves all the Expenses incurred by them in the Execution of the said Trusts: And whereas *Sara Maria Livesey*, the Wife of the said *Joseph Livesey*, died in his Lifetime, on the Sixteenth Day of *January* One thousand eight hundred and fifty-four: And whereas the said *Joseph Livesey* died on the Nineteenth Day of *January* One thousand eight hundred and fifty-four, without having altered or revoked his said Will, leaving Three Children and no more; that is to say, *Joseph Montague Livesey*, his eldest Son and Heir-at-Law, then of the Age of Three Years, *Reginald Livesey*, then of the Age of Ten Days, and One other Son, who died on the Twenty-ninth Day of *January* One thousand eight hundred and fifty-four: And whereas the said *Thomas Livesey*, *William Earle Welby*, and *Joseph Ellis Sweney* all survived the said *Joseph Livesey*, and the said *Thomas Livesey* has never been married, and the said *Joseph Ellis Sweney* is an Infant under the Age of Twenty-one Years: And whereas the said *Thomas Livesey* and *William Earle Welby* have duly proved the Will of the said *Joseph Livesey*, and have accepted the Trusts thereof: And whereas the said *Joseph Livesey* had in his Lifetime made divers Grants in Fee Simple, reserving perpetual Ground Rents, of divers Pieces or Parcels of the said *Blackburn* Estate, unto several Persons, who agreed to erect Buildings thereon: And whereas the said *Joseph Livesey* had shortly before his Death contracted or agreed with several other Persons to grant unto them respectively in Fee Simple, reserving perpetual Ground Rents, several other Pieces or Parcels of the said *Blackburn* Estate for Building Purposes, and such Persons have, on the Faith of such Contracts or Agreements, expended considerable Sums of Money in erecting Buildings on the said Pieces or Parcels of the said Estate, but no Conveyances of any of the said last-mentioned Pieces or Parcels of the said *Blackburn* Estate had been executed at the Time of the Death of the said *Joseph Livesey*, and no Persons or Person now in existence can, under the Limitations, Trusts, and Powers of his Will, carry out such Contracts or Agreements: And whereas the said *Blackburn* Estate is very conveniently situated and well adapted for Building Purposes, and is capable of divers Improvements, and many Persons would be willing to take Portions thereof for Building and other Purposes, and to lay out considerable Sums of Money in erecting Dwelling Houses, Villas, and other Buildings thereon, and in making Improvements thereon, if Conveyances in Fee, or Demises for long Terms not exceeding Nine hundred and ninety-nine Years, under reserved Rents, could be made thereof: And whereas, according to the Custom of the County where the said *Blackburn* Estate is situate, it is requisite, in order to induce Persons to build, to grant them Leases for Terms of Years not exceeding Nine hundred and ninety-nine Years, or to make Grants in Fee at Building Rents: And whereas by

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Chancery  
dated 26th  
April 1855.

an Order of the High Court of Chancery, made by the Right Honourable the Master of the Rolls, dated the Twenty-sixth Day of *April* One thousand eight hundred and fifty-five, in a Cause depending in the said Court, wherein the said *Joseph Montague Livesey*, therein called *Montague Joseph Livesey*, and the said *Reginald Livesey*, by Sir *Glynne Earle Welby* Baronet, their next Friend, are Plaintiffs, and the said *Thomas Livesey*, *William Earle Welby*, and *Joseph Ellis Sweney* are Defendants, and in a Cause wherein the said *Joseph Montague Livesey* and *Reginald Livesey*, by the Right Reverend *Thomas* Lord Bishop of *Ely*, their next Friend, are Plaintiffs, and the said *Thomas Livesey*, *William Earle Welby*, and *Joseph Ellis Sweney* are Defendants, after stating that his Honour, being of opinion that it would be for the Benefit of the Infant Plaintiffs to consent to a Bill being brought into Parliament for giving Power to the Trustees of the Testator's Will to carry into effect the Contracts entered into by the Testator for Grants in Fee of Building Land, reserving Chief Rents, of Part of the Testator's Estate at *Blackburn* in the County of *Lancaster*, and for Sale by way of Grants in Fee, reserving Chief Rents, or for granting Building Leases of the remaining Part of the said Estate at *Blackburn* aforesaid, it was ordered that the Defendants *Thomas Livesey* and *William Earle Welby*, the Trustees of the said Testator's Will, be at liberty to take the necessary Steps for obtaining an Act of Parliament for the Purposes aforesaid; and it was ordered that the Draft of the Bill be settled by the Judge to whose Court these Causes are attached: And whereas by the Certificate of *George Hume*, One of the Chief Clerks of the Right Honourable the Master of the Rolls, the Judge to whose Court the said Causes are attached, bearing Date the Eighth Day of *May* One thousand eight hundred and fifty-five, and duly approved by the said Judge, it is certified, that the Preamble of this present Act had been duly proved, and that the Draft of this present Act had been settled and approved of by the said Judge, pursuant to the said Order of the Twenty-sixth Day of *April* One thousand eight hundred and fifty-five, and in testimony of such Approval the said Judge had signed his Name at the Foot of a Copy of the said Act: And whereas by an Order of the said High Court of Chancery made by the Right Honourable the Master of the Rolls in the same Causes, and dated the Ninth Day of *May* One thousand eight hundred and fifty-five, it was ordered that in case *Welbore Ellis Sweney*, in the Summons named, should refuse or decline to sign the necessary Petition to Parliament, or the Bill in the said Summons mentioned, on behalf of the Infant Defendant *Joseph Ellis Sweney*, such Petition be signed by the Defendants *Thomas Livesey* and *William Earle Welby* on behalf of the said Infant *Joseph Ellis Sweney*; and it was ordered that the said Defendants *Thomas Livesey* and *William Earle Welby* do appear in Parliament and consent to the said Bill on behalf of

Order dated  
9th May  
1855.



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of the said Infant: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Thomas Livesey* and *William Earle Welby*, for and on behalf of the said Infants *Joseph Montague Livesey* and *Reginald Livesey*, and the said *Thomas Livesey*, also for and on behalf of himself, and the said *Thomas Livesey* and *William Earle Welby*, for and on behalf of *Joseph Ellis Sweney*, the Infant Son of *Welbore Ellis Sweney*, 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:

I. It shall be lawful for the said *Thomas Livesey* and *William Earle Welby*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the Will of the said *Joseph Livesey*, during the Minority of any Person for the Time being entitled under the said Will to the Possession or Receipt of the Rents and Profits of the said *Blackburn* Estate, at their or his Discretion, and also for every Person who shall for the Time being be entitled under the said Will to the Possession or Receipt of the Rents and Profits of the said *Blackburn* Estate, as and when he shall be of the full Age of Twenty-one Years, by Deed or Deeds under their or his Hands and Seals or Hand and Seal, at any Time or Times and from Time to Time to convey in Fee Simple, or to demise or lease for any Term or Number of Years not exceeding the Term of Nine hundred and ninety-nine Years, to take effect in possession, and not in reversion, all or any Part or Parts of the said *Blackburn* Estate, consisting of the Hereditaments described in the Schedule to this Act, to any Persons whomsoever who shall be willing substantially to improve any of the present or any future Houses or other Buildings upon any Part of the same Hereditaments, or to erect and build any substantial House or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any substantial Houses or other Buildings of a good Class and Quality on any Part of the said Hereditaments whereon no Buildings shall be then standing; and with or without Liberty for the Purchaser or Lessee to take down or remove all or any Part of the Buildings or Works standing or being upon or within the Hereditaments in such Conveyances or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Purchaser or Lessee to set out and allot any Part of the Premises to be comprised in any such Conveyances or Leases as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Purchasers, Lessees, Tenants, or Occupiers of the Premises, or for the  
general

Power to make Conveyances in Fee, and to grant Leases for 999 Years of the Premises comprised in the Schedule for Building Purposes.

Powers that may be inserted in such Conveyances or Leases.



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Stipulations  
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general Improvement of the Premises ; and also with or without Liberty for the Purchaser or Lessee to make, lay, or use, in or under any Part of the Hereditaments which may be so set out and allotted for Markets, Squares, Crescents, or other open Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been sold or leased of the said Hereditaments, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or any future Houses, Buildings, or Works ; and also with or without Liberty for the Purchaser or Lessee to dig, carry, and take away in and out of the Hereditaments to be comprised in his Conveyance or Lease any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Conveyances or Leases, and to manufacture such Earth, Clay, Loam, or Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid ; and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges, in, upon, through, over, or under the Lands or Grounds conveyed or leased ; and with or without any other Liberties, Privileges, or Reservations which in the Opinion of the Person or Persons making the Grant or Lease shall be reasonable, and are usual in Conveyances of a similar Description ; and either with or without Covenants and Stipulations, to be entered into or made by or on the Part of the Purchaser or Lessee, to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Hereditaments ; and either with or without Covenants and Stipulations, to be entered into or made by or on the Part of the Parties or Party making the Grant or Lease, as to the Mode in which any other Part or Parts of the said Hereditaments shall be built upon, laid out, used, or improved ; so as in every such Conveyance or Lease there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Conveyance or Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same, such Rent or Rents as to such Parts of the said Premises as shall be conveyed in Fee as aforesaid to be reserved or made to arise and become payable either by way of Reservation in  
Fee







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Interest, or Term to be thereby granted; and so as in every such Conveyance or Lease there be contained a Power for the Person who shall be for the Time being entitled to the Receipt of the Rent or Rents to be reserved or limited and made payable in and by such Conveyance in Fee, or who shall be for the Time being entitled to the Reversion expectant on any such Lease for Years as aforesaid, (as the Case may be,) and his Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Conveyance or Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period, to be therein specified, not exceeding One Year, and not paid within a further Period, to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Purchaser or Lessee named in such Conveyance or Lease, his Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Hereditaments comprised in such Conveyance or Lease, or left with the Tenant or any One of the Tenants or Occupiers of the Hereditaments to be comprised in the same Conveyance or Lease, or if the Buildings erected or to be erected on the Grounds comprised in any such Conveyance or Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified, after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Conveyance or Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period, to be in such Conveyance or Lease specified, not exceeding Three Years next after such Fire or Accident shall happen, or (in case it shall be thought desirable and shall be so provided in such Conveyance or Lease) on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in such Conveyance or Lease, on the Part of the Purchaser or Lessee, his Heirs, Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon, and specified in such Conveyance or Lease, of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Person for the Time being entitled at Law to the Receipt of the Rent or Rents reserved or limited by the same Conveyances, or for the Person who shall for the Time being be entitled to the Reversion expectant on any such Lease for Years as aforesaid, (as the Case may be,) to enter into and upon the Hereditaments comprised in such Conveyance or Lease, and either with or without a Proviso (as to the Persons making or granting such Conveyance or Lease shall seem fit), that no Breach of any of the Covenants, Provisoes, or Conditions to be therein contained, except the Covenant for Payment of  
Rent,



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Rent, and such other Covenants, Provisoes, or Conditions (if any) as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of such Conveyance or Lease, or of the Estates or Term thereby conveyed or granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, and the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action, and every such Conveyance in Fee and Lease for Years may also contain any other Covenants, Agreements, Powers, Conditions or Restrictions usually inserted in Conveyances or Leases of a similar Description which shall appear reasonable to the Persons making or granting the same respectively; and so as that the respective Purchasers or Lessees execute Counterparts of their respective Conveyances or Leases: Provided always, that the First Payment of the full Rent to be limited or reserved in any Conveyance or Lease of any Part of the said Hereditaments shall be made to commence and become payable on a Day not exceeding Three Years from the Date of such Conveyance or Lease, and that during any Period not exceeding Three Years from the Date of such Conveyance or Lease the Rent 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 Conveyance or Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

II. The Proviso or Agreement for Re-entry particularly mentioned in this Act, and hereby directed to be inserted in each such Conveyance in Fee as aforesaid, shall be good and valid; and if and when any such Entry shall be made by the Persons entitled at Law to the Receipt of the said Rent or Rents, then from and after such Entry the Lands or Grounds comprised in each Conveyance avoided by such Entry, and the Buildings or Works erected thereon, shall become and be vested in such Person or Persons, and be subject to such Uses, Estates, Interests, Limitations, Trusts, Charges, and Conditions, Intents and Purposes, at Law or in Equity, as the same Premises would at the Time of making such Entry have been vested in and subject to in case the same Premises had never been so granted as aforesaid.

Agreement for Re-entry herein mentioned to be valid, and when Entry made Lands &c. to vest in Persons entitled.

III. The Right to receive the Rent or Rents to be reserved or limited and made payable upon or by any Conveyance or Lease to be made or granted in pursuance of this Act, and the Right to take advantage of any Condition of Re-entry to be contained in any such Conveyance or Lease, or of any Forfeiture of the Estate or Interest

Right to receive and enforce Payment of the Rents.

or



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or Term conferred by such Conveyance or Lease, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be and is and are hereby vested in the Person or Persons who would for the Time being have been entitled to the Possession or Receipt of the Rents of the Lands and Hereditaments comprised in such Conveyance or Lease in case the same Conveyance or Lease had not been executed.

Conveyances and Leases may be made on Surrender of former Leases.

IV. It shall be lawful for the Party or Parties so for the Time being authorized to make Conveyances or Leases as aforesaid to make from Time to Time, to any Person or Persons whomsoever, any such Conveyances or Leases, upon the Surrender to the Person or Persons making the same (and which he and they is and are hereby authorized to accept and take), so nevertheless that the Consideration, if any, for such Surrender, be *bonâ fide* paid by the Person or Persons accepting and taking such Surrender, of the whole or any Part of the Hereditaments comprised in any Lease or Leases which may have been at any Time heretofore made by any Person or Persons authorized to make or who shall have made such Lease or Leases, in such Manner and in all respects as if such former Leases had not been made; and it shall be lawful for the said *Thomas Livesey* and *William Earle Welby*, and other the Person, or Persons hereby authorized to make such Conveyances or Leases as aforesaid, on any Surrender to be made of a Part only of the Hereditaments comprised in any such former Leases as aforesaid, to apportion the Rents or other Payments, and also the Covenants, Conditions, and Agreements, so far as they shall be applicable, in and by any such former Leases reserved or contained, but without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and in every such Case of any Grant or Conveyance of a Part only as aforesaid, the Provisions, Powers, and Authorities for enforcing the Payment of the Rent or other Payments, and the Observance and Performance of the Covenants, Conditions, and Agreements, and the Provisions for Re-entry, and all the Powers, Provisions, and Authorities reserved or contained in and by or incidental to such former Leases, in respect of the entire Rents or other Payments, Covenants, Conditions, and Agreements reserved or contained in such former Leases, shall continue in force with respect to such apportioned Rents or Payments, Covenants, Conditions, and Agreements respectively, in all respects as if the same, when so apportioned, modified, or altered, had been reserved and contained in the original Leases.

Land may be set apart for Gardens,

V. It shall be lawful for the said *Thomas Livesey* and *William Earle Welby*, and other the Persons respectively hereby authorized to



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to make such Conveyances, Grants, or Leases as aforesaid, and they are respectively hereby authorized and empowered, at any Time or Times, to pull down and remove any Cottages or other Buildings now being on the said Hereditaments hereby authorized to be granted and leased, and now occupied by any Tenant or Tenants, and to lay down the Ground on which the same now stand as Pasture or Garden Ground, and also to lay out and appropriate any Part or Parts of the Hereditaments herein-before authorized to be granted or leased as or for Markets, Crescents, or other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the said Estate and the Accommodation of the Purchasers and Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Grant or Lease to be made or granted as aforesaid, or in any general Deed or Deeds to be executed from Time to Time for that Purpose, and with or without Power of Revocation or Alteration and new Appointment, in any such Deed to be contained, and every such general Deed (if any) to be sealed and delivered by the Persons for the Time being herein-before authorized to make Conveyances, Grants, and Leases as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such general Deed, and also by any such Conveyance, Grant, or Lease, or general Deed or Deeds as aforesaid, to give and grant such Liberties, Privileges, Easements, and Conveniences as shall be deemed reasonable and convenient.

Markets, &c.  
by any Con-  
veyance or  
Lease, or by  
a General  
Deed.

VI. Provided always, That it shall be lawful for the said *Thomas Livesey* and *William Earle Welby*, and other the Persons respectively hereby authorized to make Grants or Leases, and they are respectively hereby authorized and empowered, to enter into any Contracts in Writing for making or granting any Conveyances in Fee or Leases for Years of all or any Part of the Hereditaments of which they are respectively hereby authorized to make Conveyances or Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, as far as the same shall be applicable; and to agree, when and as any Lands or Buildings so agreed to be conveyed or leased, or any Part thereof, shall be built upon, or rebuilt, laid out, or improved, in the Manner and to the Extent to be stipulated in any such Contract, to convey or to lease the Lands or Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same as aforesaid, and his Heirs and Assigns, or his Executors, Administrators, and Assigns, as the Case may require, or to such Person as he or they shall (subject to the Approval of the Person or Persons for the Time being hereby authorized to make Conveyances

Power to  
contract to  
make Con-  
veyances  
and Leases,  
to subdivide  
Contracts,  
and to ap-  
portion the  
Rents.

[*Private.*]

*d d*

or



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*Livesey's Blackburn Estate Act, 1855.*

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or Leases as aforesaid) nominate or appoint in that Behalf, either in Fee or for and during the Remainder of the Term or Terms to be specified in such Contract (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Conveyance or Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Conveyance or Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands or Buildings to be comprised in such Conveyance or Lease when fit for Habitation and Use (if the Persons entering into such Contract as aforesaid shall think the same expedient); and to agree that the full Rent specified in such Contract shall or may be reserved or limited in the Conveyance or Lease to be made or granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be conveyed or leased, (the clear yearly Rackrent Value of the Lands and Buildings whereon, when fit for Habitation and Use, shall not be less than Six Times the Amount of the yearly Rent to be reserved or limited,) and that the Residue thereof shall be conveyed or leased at the yearly Rent of a Peppercorn, after the full Rent specified in such Contract shall have been reserved or limited in any Conveyances or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby granted agreed to be conveyed or leased, either by a Surveyor or Referee or otherwise (such Rent never to exceed such One Sixth Part as aforesaid); and in Cases where no given Quantity for such Purposes as aforesaid shall be specified in such Contract, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Conveyances or Leases made or granted of competent Parts of the Land or Ground thereby agreed to be conveyed or leased (such Rent never to exceed such One Sixth Part as aforesaid), the Residue thereof (if any) shall be conveyed or leased by One or more Conveyance or Conveyances, Lease or Leases, at the yearly Rent of a Peppercorn; and in the Case of Conveyances to be made or Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by any such Contract may be made to commence from such Period or Periods, not exceeding Three Years from the Date of such Contract, as may be agreed upon in such Contract, and that during any Period not exceeding



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exceeding Three Years from the Date of such Conveyance or Lease the Rent may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be conveyed or leased, and the Progress of the Buildings, Works, or Improvements stipulated to be erected or made thereon; and to agree that when and as any Conveyance shall be made or any Lease granted of any Part of the Hereditaments so contracted to be conveyed or leased, the Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract, and the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract as shall not for the Time being be conveyed or leased to the Payment of such Portions of the Rent or Rents by such Contract agreed to be reserved or limited as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, or enjoy all or any of the Liberties which are authorized to be granted to Purchasers and Lessees under the Powers of conveying and leasing herein-before contained.

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

Every Contract to contain a Clause of Re-entry.

VIII. If the Possession of any Lands or Hereditaments to be comprised in any Conveyance or Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times

After Recovery of Possession new Grants,

be



*Livesey's Blackburn Estate Act, 1855.*

Leases, or  
Contracts  
may be made.

be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Conveyance, Lease, or Contract, then and in every such Case it shall be lawful for the Persons for the Time being herein-before authorized to make or grant such Conveyances or Leases respectively as aforesaid to make Conveyances or grant Leases, or enter into Contracts for making Conveyances or granting Leases, and afterwards to make Conveyances and grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Conveyances or Leases or Contracts for Conveyances or Leases thereof had been previously made, granted, or entered into.

Contracts  
may be  
added to,  
varied, or  
explained,  
and in part  
released.

IX. Provided always, That it shall be lawful for the Persons for the Time being authorized to make Conveyances and grant Leases by virtue of this Act from Time to Time to enter into any new Covenants or Agreements, in relation to the Hereditaments so authorized to be conveyed or leased by them as aforesaid, with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to, Explanation or Alteration of, all or any of the Covenants and Agreements in such Contract to be contained, so nevertheless that such Contract shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person, or his Heirs, Executors, Administrators, or Assigns, in lieu of the Parts of the same Contract which shall have been so released, so nevertheless that after such Release such Contract shall, notwithstanding any such new Covenants and Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Re-conveyance or Surrender of all or any Part of the Hereditaments comprised in such Contract as aforesaid; and the Hereditaments so re-conveyed or surrendered shall or may be contracted or agreed to be conveyed or leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract for conveying or leasing the same had been previously entered into or executed: Provided always, that every Conveyance to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it shall have been preceded by a Contract, and such Contract shall not in all respects have been strictly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Conveyance or Lease and such preceding Contract, provided that such Conveyance or Lease shall



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shall be conformable with the Restrictions and Provisions hereinbefore contained with respect to the Conveyances and Leases hereby authorized to be made and granted, and that after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title at Law or in Equity of the Person or Persons entitled to the Benefit of the same Conveyance or Lease.

X. It shall be lawful for the Persons and Person for the Time being authorized to make Conveyances and grant Leases by virtue of this Act from Time to Time to carry out any Contracts or Contract that may have been entered into, either in Writing or by Word of Mouth, between the said *Joseph Livesey* and any Persons or Person, for the Conveyance or Lease to them or him of any Parts or Part of the said Hereditaments hereby authorized to be conveyed or leased, and for that Purpose to make and grant all necessary Conveyances and Leases to such Persons or Person; and the Conveyances and Leases so made and granted shall have the same Effect as if the Person or Persons executing the same had been on the Date of the Execution thereof seised in Fee Simple of the Lands and Hereditaments therein comprised.

Power to carry out Contracts made by J. Livesey before his Death.

XI. The Costs, Charges, and Expenses of obtaining this Act and preparatory thereto shall be ascertained, taxed, and settled under an Order of the High Court of Chancery, to be made in the hereinbefore mentioned Causes; and such Costs, Charges, and Expenses shall be paid by such Persons or Person, in such Manner, and out of such Fund as the said High Court of Chancery shall order or direct; and it shall be lawful for the said High Court of Chancery to order that the said Costs, Charges, and Expenses shall be paid out of the surplus Income of all the Real Estates of the said *Joseph Montague Livesey*, or that the same shall be raised by Mortgage of the whole or any Part of the said Hereditaments described in the Schedule to this Act, as to the said Court shall seem meet; and if the said Court shall order that the said Costs, Charges, and Expenses, and Interest for the same respectively, shall be raised by Mortgage of the whole or any Part of the said Hereditaments, then it shall and may be lawful for the Persons or Person for the Time being authorized by this Act to make Conveyances and grant Leases of the said Hereditaments to limit, appoint, or demise all or any Part of the said Hereditaments, with their Appurtenances, to any Person or Persons, for any Term or Number of Years, by way of Mortgage; and the Costs and Expenses attending the raising of any Monies so to be raised as aforesaid shall be raised and paid in such Manner as is hereinbefore provided with respect to the raising and paying the Costs, Charges, and Expenses of and incident to the obtaining this Act as aforesaid.

Provision as to Payment of Expenses of this Act.

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XII. Pro-



*Livesey's Blackburn Estate Act, 1855.*

Provision for  
paying off  
Mortgages.

XII. Provided always, That the annual Interest which from Time to Time shall become payable in respect of any Principal Monies to be raised upon any such Mortgage, and for the Time being remaining unpaid, shall be paid and kept down out of the yearly Rents and Profits arising out of the said Hereditaments or any Part thereof; and One Twentieth Part of the Sum or Sums of Money so to be raised shall be paid off yearly and every Year out of the Rents and Profits of the said Hereditaments, until the whole shall be discharged.

Receipts for  
Mortgage  
Money.

XIII. A Receipt in Writing from the Persons or Person by this Act authorized to make Conveyances and grant Leases as aforesaid, for any Monies to be raised by them or him, or otherwise payable to them or him, under or by virtue of the Powers in this Act contained, shall be a good and effectual Discharge for all Monies therein expressed to be received; and no Person paying such Monies and receiving such a Receipt shall be bound to see to the Application of such Monies, or be in anywise answerable for the Misapplication thereof, or be bound to inquire whether more than the Amount authorized to be raised has been raised; and in every Mortgage to be made in pursuance of the Powers of this Act a Power of Distress and Entry for the Recovery of the Interest of the Principal Monies to be thereby secured may be granted to the Mortgagee or Mortgagees.

Grants and  
Leases will  
be valid  
without  
Consent of  
Mortgagees,  
but the  
Benefits of  
the Grant or  
Lease to vest  
in the Mort-  
gagee.

XIV. As regards any Conveyances, Grants, Leases, or Contracts which may be made in pursuance of the Powers in this Act contained, the same Conveyances, Grants, Leases, and Contracts so made in pursuance of the Powers in this Act shall be good and effectual as against any Mortgagees under the Powers of this Act, and their Executors, Administrators, and Assigns, but nevertheless for the Purpose of giving to the said Mortgagees, their Executors, Administrators, and Assigns respectively, the full Benefit of the Rents, Covenants, and Provisions reserved in any such Leases, and on the Part of the Tenants to be paid, observed, and performed, and also of any Rentcharge to be reserved or made payable on any Sale to be made as aforesaid, and of the Powers and Covenants to be contained in any Grant or Limitation of or Security for such Rentcharge and of such Contracts, the Rents, Covenants, and Provisions contained in or reserved by such Leases, and on the Part of the Tenant to be paid, observed, and performed, and the Reversion expectant on such Leases, and also the Rentcharges to be granted, limited, or made payable on any such Sale to be made as aforesaid, and the Powers and Covenants to be limited or entered into for securing such Rentcharges and the Benefit of such Contracts, shall by virtue of this Enactment be vested, in case the same respectively would not otherwise be vested, in the said Mortgagees, or any Person or Persons for the Time being claiming by Transfer or otherwise under them or him, in like Manner as such

Rents,



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Rents, Covenants, Provisions, Rentcharges, Powers, Contracts, and Covenants would have been vested in case such Leases and Sales and Grants, or Limitations of Rentcharges and Contracts, had been made respectively pursuant to sufficient Powers in that Behalf immediately before such Mortgage Securities respectively were executed, and the Rentcharges so to be limited, and the Remedies and Covenants for securing the same, and the full Benefit thereof, had accordingly been comprised in and assured by such Mortgage Securities, and the Transfers or other Dealings therewith; and the said Mortgagees, their Executors, Administrators, and Assigns, shall for all Purposes be deemed the immediate Reversioners expectant on such Leases of the Hereditaments therein comprised, and according to the Priority of their Estates and Charges; and any such Mortgagees shall be entitled, if they require it, to the Possession of any Grants of Rents or Counterparts of Leases or Contracts to be made in pursuance of this Act, according to the Priority of their Securities.

XV. Nothing in this Act contained, or to be contained in any Conveyance, Grant, Lease, or Contract hereby authorized to be made, shall release, discharge, prejudice, or affect the said Mortgages or any of them, or the Powers, Privileges, or Remedies incident thereto, as to the Hereditaments not included in such Conveyance, Grant, Lease, or Contract, nor as to the Hereditaments included therein, except so far as shall be necessary for giving Effect to such Conveyance, Grant, Lease, or Contract, any Rule of Law or Equity to the contrary notwithstanding; and any such Conveyances, Grants, Leases, or Contracts shall be taken and deemed to be and shall be good, valid, and effectual Conveyances, Grants, Leases, and Contracts respectively, under the Authority of this Act, and shall bind the said Mortgagees, although the said Mortgagees shall not have joined or concurred in making, granting, or entering into such Conveyances, Grants, Leases, or Contracts respectively.

Act not to affect Mortgages, except so far as necessary to give Effect to Conveyances or Leases.

XVI. 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, or their respective Heirs, Executors, Administrators, and Assigns, (other than and except the said *Thomas Livesey* and *William Earle Welby* (Trustees and Guardians as aforesaid), their Executors or Administrators, the said *Joseph Montague Livesey*, the First and every other Son of the said *Joseph Montague Livesey*, and the Heirs Male of the Body and respective Bodies of such First and other Sons respectively, the said *Reginald Livesey*, the First and every other Son of the said *Reginald Livesey*, and the Heirs Male of the Body and respective Bodies of such First and other Sons respectively, the said *Thomas Livesey*, the First and every other Son of the said *Thomas Livesey*, and the Heirs Male of the Body and respective Bodies of such First and other

General Saving.



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other Sons respectively, the said *Joseph Ellis Sweney*, the First and every other Son of the said *Joseph Ellis Sweney*, and the Heirs Male of the Body and respective Bodies of such First and other Sons respectively, and the Heirs of the said *Joseph Livesey*, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest at Law or in Equity, or any Charge, Lien, or Demand in, to, out of, upon, or affecting the Lands or any Part thereof, is or hath been 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 *Joseph Livesey* deceased,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or upon the said Lands, Hereditaments, and Premises, as they or any of them had before the passing of this Act, or could have had or enjoyed in case this Act had not been passed.

Short Title. XVII. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "*Livesey's Blackburn Estate Act, 1855.*"

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

XVIII. 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.

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**SCHEDULE**

Of the Estate at Blackburn that passed by the Will of the Testator,  
*Joseph Livesey.*

	A.	R.	P.
Two Fields called respectively Folly Field and Lark Hill Pasture, containing together in Statute Measure (partly built on) -	9	2	3
A Field called Limbrick Meadow, in the Occupation of Thomas Ainsworth, containing in Statute Measure -	3	17	0
A Field called Paradise, Part of Paradise Farm, in the Occupation of William Whalley, containing in Statute Measure (partly built on)	19	0	19
Several Fields, called Moss Hall Farm, now in the Occupation of Robert Sharrock, containing in Statute Measure -	5	3	30

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LONDON :

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Printers to the Queen's most Excellent Majesty. 1855.