



ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for vesting Estates of the late Mr. *Henry Holroyd* deceased in Trustees for Sale; and for authorizing Grants in Fee and Building Leases for long Terms of Years of the same Estates; and for other Purposes. [23d July 1858.]

WHEREAS by an Indenture dated on or about the Third Day of *November* One thousand eight hundred and forty-nine, and made or expressed to be made between *William Knowles, Henry Knowles, Norman Knowles, Alfred Knowles, and Septimus Knowles*, of the First Part, *George Slater* of the Second Part, *Sarah Knowles* of the Third Part, and *Henry Holroyd* of the Fourth Part, all that Plot, Piece, or Parcel of Land and Hereditaments firstly described in the First Part of the Schedule to this Act annexed, situate in the Township of *Habergham Eaves* in the County of *Lancaster*, and on which a Messuage or Size House and Size Works have since been erected, were assured unto the said *Henry Holroyd*, his Heirs and Assigns, to the only proper Use and Behoof of the said *Henry Holroyd*, his Heirs and Assigns: And whereas by an Indenture dated on or about the Twenty-first Day of *April* One thousand eight hundred and fifty-one, and made or expressed to be made between *Thomas Sutcliffe* of the First Part, the said *Henry Holroyd* of the Second Part, and *Richard Shaw* of the Third Part,
[Private.]

Indenture dated 3d Nov. 1849.

Indenture dated 21st April 1851.

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17 & 18 Vict.
c. lxxvii.

Indenture
dated 1st
Dec. 1854.

Deed of Sur-
render, dated
20th Sept.
1855.

all those Plots of Ground and Hereditaments secondly described in the First Part of the Schedule to this Act annexed, situate at *Burnley* in the County of *Lancaster*, were assured unto the said *Henry Holroyd* and his Heirs, to such Uses, upon such Trusts, and for such Ends, Intents, and Purposes as the said *Henry Holroyd* should by Deed or Writing appoint, and subject thereto to the Use of the said *Henry Holroyd* and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Richard Shaw*, his Executors and Administrators, during the Life of the said *Henry Holroyd*, in trust for him and his Assigns, with Remainder to the Use of the said *Henry Holroyd*, his Heirs and Assigns for ever; and it was thereby declared that no Widow of the said *Henry Holroyd* should be entitled to Dower in or out of the said Premises: And whereas the said *Henry Holroyd* in his Lifetime acquired from "the *Burnley* Improvement Commissioners," acting under the Authority of "The *Burnley* Improvement Act, 1854," the Land and Hereditaments thirdly described in the said First Part of the said Schedule in exchange for Portions of the Two Plots of Land firstly and secondly described in the First Part of the said Schedule, and the whole of the Plot of Ground herein-after mentioned and described in the Fourth Part of the said Schedule respectively, which were required and taken by the said Commissioners under the Authority aforesaid for diverting and improving public Streets adjoining thereto, and Possession of the said exchanged Lands was given and taken by the said *Henry Holroyd* and the said Commissioners respectively in the Lifetime of the said *Henry Holroyd*, but such Exchange has not been carried out by mutual Conveyances: And whereas by an Indenture dated on or about the First Day of *December* One thousand eight hundred and fifty-four, and made or expressed to be made between *William Bracewell* of the First Part, the said *Henry Holroyd* of the Second Part, and *Richard Shaw* of the Third Part, all that Plot, Piece, or Parcel of Land or Ground and Hereditaments described in the Second Part of the Schedule to this Act annexed, situate at *Habergham Eaves* aforesaid, were assured unto the said *Henry Holroyd* and his Heirs, to such Uses, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations as the said *Henry Holroyd* should by any Deed or Deeds, Writing or Writings, direct, limit, or appoint, and subject thereto to the Use of the said *Henry Holroyd* and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Richard Shaw*, his Executors and Administrators, during the Life of the said *Henry Holroyd*, in trust for him and his Assigns, with Remainder to the Use of the said *Henry Holroyd*, his Heirs and Assigns for ever; and it was thereby declared that no Widow of the said *Henry Holroyd* should be entitled to Dower in or out of the said Premises: And whereas, by a Surrender in Writing, bearing Date on or about the Twentieth Day of *September* One thousand eight hundred and fifty-five (made and passed according to the Custom of the

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the said Manor of *Ightenhill*, of which Manor the Hereditaments next herein-after referred to are holden), all those Copyhold Plots, Pieces or Parcels of Land or Ground described in the Third Part of the Schedule to this Act annexed, situate at *Habergham Eaves* in the County of *Lancaster*, were surrendered to the Use of *Edward Holroyd*, his Heirs and Assigns for ever, according to the Custom of the said Manor, subject nevertheless, as to the Hereditaments first described in the Third Part of the said Schedule, to the yearly Rent of Twenty-five Pounds and Nineteen Shillings, reserved and made payable out of the said Hereditaments and Premises, under and by virtue of a Surrender bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, and of an Indenture of even Date therewith; and as to the Hereditaments and Premises secondly described in the Third Part of the said Schedule, to the yearly Rent of Five Pounds and Fifteen Shillings, reserved and made payable out of the said Hereditaments and Premises, under and by virtue of a Surrender bearing Date the Twenty-second Day of *October* One thousand eight hundred and twenty-four; and as to the Hereditaments and Premises thirdly described in the Third Part of the said Schedule, to the yearly Rent of Fourteen Pounds Nine Shillings and Sixpence, reserved and made payable out of the said Hereditaments and Premises, under and by virtue of a Surrender bearing Date the Twentieth Day of *April* One thousand eight hundred and thirty-five; and at a Court holden for the said Manor on the Fourth Day of *October* One thousand eight hundred and fifty-five, the said *Edward Holroyd* was under or by virtue of such Surrender duly admitted Tenant of the said Premises, to hold to him, his Heirs and Assigns for ever, according to the Custom of the said Manor: And whereas the said *Edward Holroyd* was so admitted Tenant of the said last-mentioned Copyhold Premises, not for his own proper Use and Benefit, but for the Use and Benefit of and as Trustee for the said *Henry Holroyd*, his Heirs and Assigns, who was the Purchaser of the said Premises, and paid the Consideration for the same: And whereas by an Agreement in Writing, dated on or about the Eighth Day of *May* One thousand eight hundred and fifty-four, and made or expressed to be made between *James Howorth* (therein described as acting for and on behalf of the Trustees of the *Wesley Methodist Chapel* in *Burnley* aforesaid) of the First Part, the Reverend *Alexander Strachan* (therein described as Superintendent Preacher for the Time being of the Circuit in the Methodist Connexion in which the Premises therein-after described were situate) of the Second Part, and the said *Henry Holroyd* of the Third Part, the said *James Howorth* (with the Consent of the said *Alexander Strachan*, and with the Consent of the Conference of the People called Methodists) agreed to sell, and the said *Henry Holroyd* agreed to purchase, at the Price of Forty-eight Pounds Seven Shillings and Sixpence (and which Sum was paid on the Execution of the now reciting Agreement, all that Piece of Land described in the Fourth Part of the Schedule to this Act annexed,

Agreement,
dated 8th
May 1854.

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Death of
Henry Hol-
royd, Octo-
ber 1856,
intestate.

Grant of
Letters of
Administra-
tion to Jane
Holroyd,
Widow of
Henry Hol-
royd, 8th
Nov. 1856.

Suit insti-
tuted in
Chancery for
the Adminis-
tration of his
Estate.

annexed, situate at *Burnley* aforesaid, in the County of *Lancaster*; and it was in the now reciting Agreement stipulated (amongst other Things) that the said *Henry Holroyd* should appropriate the said Piece of Land and Premises towards the Formation of a public Street called or to be called *Victoria Street*, and should at his own Cost sewer and drain, and form, pave, and set the same to the Satisfaction of the Improvement Commissioners of the Town of *Burnley* aforesaid, and at all Times thereafter repair and maintain the same; and should also at his own Cost forthwith erect on the Boundary of the said Land a Wall to divide the said Plot of Land from the Remainder of the Property of the said Trustees, such Wall to be of equal Height with the future Level of the said intended Street; the Plot of Land agreed to be sold to be used or appropriated for no other Purpose than towards the Formation of such Street as aforesaid; And whereas the said *Henry Holroyd* died, in the Month of *October* One thousand eight hundred and fifty-six, intestate, leaving *Jane Holroyd* his Widow and Three Children him surviving, namely, *Joseph Holroyd*, who was born on the Twentieth Day of *September* One thousand eight hundred and forty-four, his eldest Son and Heir-at-Law, and also his Heir according to the Custom of the said Manor of *Ightenhill*, and *Sarah Holroyd* and *Tom Holroyd*, both of them Infants under the Age of Twenty-one Years, and he left no other Child or other Issue him surviving: And whereas Letters of Administration to the Personal Estate and Effects of the said *Henry Holroyd* were granted to the said *Jane Holroyd* by the Prerogative Court of the Archbishop of *York* on the Eighth Day of *November* One thousand eight hundred and fifty-six, and by the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-second Day of *November* One thousand eight hundred and fifty-six: And whereas shortly after the Decease of the said *Henry Holroyd* a Suit was instituted in the High Court of Chancery by the said *Joseph Holroyd*, an Infant (by his next Friend), against the said *Jane Holroyd*, Widow, and *Sarah Holroyd* and *Tom Holroyd*, Infants, and by the Bill of Complaint filed in the said Cause on the Twenty-fourth Day of *November* One thousand eight hundred and fifty-six, after stating (amongst other Things) that the said *Henry Holroyd* purchased *Finsley Mill* and the Hereditaments held therewith (being the Hereditaments comprised in the Third Part of the Schedule to this Act annexed) with the Intention of carrying on there the Business of a Cotton Spinner, and with that Object in view he was at the Time of his Decease making extensive Repairs and Alterations in the said Mill, and had pulled down a large Portion of the internal Division Walls; that the Materials of which those Walls were composed, together with a Quantity of other Building Materials intended to be used in the Repairs and Alterations of the said Mill and Premises, were then upon the said Premises; that the said Mill and Hereditaments could not be let or beneficially occupied in their then State; that the Plaintiff was desirous that the Repairs and Alterations in the said Mill should be carried out,

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out, and that when completed the said Mill should be sold or let for his Benefit, and that if necessary an Act of Parliament should be applied for to enable the Sale of the said Mill and Premises, or the raising by Mortgage of the said Mill, or by Mortgage or Sale of any other Part of the Estates of the Plaintiff, all or any Part of the Moneys which might be required for completing the proposed Repairs and Alterations in the said Mill and Premises; and that the Plaintiff claimed the old and new Building Materials which were then upon the said Premises as Heir-at-Law of the said Intestate; it was prayed that the Real and Personal Estate of the said Intestate, *Henry Holroyd*, might be administered under the Decree and Order of the Court, and that all proper Accounts and Inquiries might be directed in respect thereof, and that an Inquiry might be made whether it would be for the Benefit of the Plaintiff that the said Premises called *Finsley Mill* should be sold or let, and whether the Repairs and Alterations commenced by the Intestate should be carried out or abandoned, and that such Steps might be taken as to the Sale or letting of the said Premises, and the carrying out or Abandonment of the Repairs and Alterations aforesaid, as might be deemed most beneficial: And whereas by an Order made in the said Cause by his Honour Vice-Chancellor Sir *Richard Torin Kindersley*, on the Twenty-eighth Day of *April* One thousand eight hundred and fifty-seven, the said *Jane Holroyd* and *Edward Holroyd* were appointed and now are the Guardians of the said *Joseph Holroyd*: And whereas by an Order made in the said Cause by the said Vice-Chancellor, on the Sixteenth Day of *June* One thousand eight hundred and fifty-seven, it was ordered that an Inquiry should be made whether it would be beneficial to sell the Mill in the Pleadings mentioned called *Finsley Mill*, and if so what Proceedings would be necessary and fit and proper to adopt for carrying such Sale into effect; and if it should be found that it would not be beneficial to sell the said Mill, then an Inquiry as to what Course it would be beneficial to adopt with a view to repairing the said Mill and placing the same in a complete State of Repair to be let to a Tenant, and what Amount would be required to complete the said Mill, and out of what Fund and in what Manner the same ought to be raised: And whereas the Chief Clerk of the said Vice-Chancellor, by his Certificate dated the First Day of *December* One thousand eight hundred and fifty-seven (duly approved by the said Vice-Chancellor), certified that it would be fit and proper, and for the Benefit of the Infant Plaintiff, that the said Mill, Land, and Hereditaments called *Finsley Mill* should be sold; and that it would be fit and proper, and for the Benefit of the Infant Plaintiff, that an Application should be made to Parliament accordingly for an Act to vest the Real Estates of or to which the said Infant Plaintiff was seised or entitled in Trustees, with Powers to sell and re-invest the Proceeds of such Sale in the Purchase of other Real Estates, with all other usual and customary Powers and Authorities: And whereas by another Order made in the said Cause by the said

[*Private.*]

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Vice-

Order, dated
28th April
1857, ap-
pointing
Guardians.Order, dated
16th June
1857, as to
Finsley Mill.Chief Clerk's
Certificate,
dated 1st
Dec. 1857.Order, dated
18th Dec.
1857.

*The Holroyd Estate Act, 1858.*Approval of
Draft Bill.

Vice-Chancellor, on the Eighteenth Day of *December* One thousand eight hundred and fifty-seven, it was ordered that the Plaintiff should be at liberty to prosecute an Application to Parliament for an Act, as specified in the Chief Clerk's Certificate of the First Day of *December* One thousand eight hundred and fifty-seven; and that the Draft of such Act should be settled by the Judge to whom the Cause stood referred, but without Prejudice to the Question of Dower of the said *Jane Holroyd*: And whereas it appears by the Certificate of the Chief Clerk of the said Vice-Chancellor, dated the Fourteenth Day of *May* One thousand eight hundred and fifty-eight, that the Draft of a Bill was settled and approved by the said Judge: And whereas the said *Jane Holroyd* is entitled to Dower out of the Hereditaments firstly described in the First Part of the Schedule to this Act annexed: And whereas the Hereditaments comprised in the Second Part of the Schedule to this Act annexed are subject to an Equitable Mortgage for securing the Sum of One thousand Pounds, carrying Interest after the Rate of Five Pounds *per Centum per Annum*, charged thereon by the said *Henry Holroyd* in favour of *Margaret Holroyd*, and which Mortgage Debt has since the Death of the said *Henry Holroyd* been purchased by and is now vested in the said *Jane Holroyd* as the Administratrix of the said *Henry Holroyd* deceased: And whereas in that Part of the County of *Lancaster* in which the Hereditaments comprised in the Schedule to this Act annexed are situate, the Custom prevails of granting and conveying in Fee Simple and of demising and leasing for Terms of Nine hundred and ninety-nine Years Lands for Purposes of building, repairing Buildings, and otherwise improving such Lands: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Joseph Holroyd*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled; and by the Authority of the same, as follows:

Estates in
1st, 2d, 3d,
and 4th
Parts of the
Schedule
vested in
Trustees.

I. From and after the passing of this Act all and singular the Messuages or Tenements, Buildings, Pieces or Parcels of Land or Ground, and other Hereditaments described in the Second Part of the Schedule to this Act annexed, and firstly and secondly described in the First Part of the said Schedule (subject to the said Right or Title of Dower in or out of the Hereditaments firstly described in the First Part of the said Schedule), and the equitable Interest in Fee Simple of and in the Hereditaments thirdly described in the First Part of the said Schedule, and described in the Third Part of the said Schedule, and the full Benefit and Advantage of the said Agreement of the Eighth Day of *May* One thousand eight hundred and fifty-four, as to the Hereditaments described in the Fourth Part of the Schedule to this Act annexed, shall from and immediately after the passing of this Act be vested, and the same are hereby accordingly vested in *Richard Shaw*, of *Holme Lodge* near

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near *Burnley* in the County of *Lancaster*, Gentleman, and *John Eltoft Hargreaves*, of *Burnley* aforesaid, Brewer, their Heirs and Assigns for ever, upon the Trusts and for the Intents and Purposes hereinafter expressed and declared of and concerning the same; (that is to say,) as to such Portions of the Hereditaments firstly and secondly described in the First Part of the said Schedule as are in the said Schedule stated to have been appropriated for Streets, and as to the Hereditaments thirdly described in the First Part of the Schedule to this Act annexed, upon trust that they, the said *Richard Shaw* and *John Eltoft Hargreaves*, and the Survivor of them and the Heirs of such Survivor, and their and his Assigns (hereinafter called the said Trustees and Trustee), do and shall, with the Approbation of the High Court of Chancery, to be obtained in a summary Way in the Matter of this Act, or by an Application in the said Suit of "*Holroyd versus Holroyd*," carry into effect and execution the said Exchange and Arrangements with "the *Burnley Improvement Commissioners*" hereinafter referred to, and accept a Conveyance to them or him of the Hereditaments thirdly described in the said First Part of the said Schedule; and as to the Hereditaments comprised in the Fourth Part of the Schedule to this Act annexed, upon trust that the said Trustees and Trustee do and shall (if the same shall be deemed expedient by the said Trustees and Trustee) carry the said Agreement of the Eighth Day of *May* One thousand eight hundred and fifty-four into effect, and accept a Conveyance to them or him of the Hereditaments therein comprised, subject to the Stipulations in the said Agreement contained; and upon trust that the said Trustees and Trustee do and shall, with such Approbation as aforesaid, carry into effect and execution the said Exchange and Arrangements with the said "*Burnley Improvement Commissioners*;" and as to the Hereditaments comprised in the Second and Third Parts of the said Schedule, and so much of the Hereditaments firstly and secondly described in the First Part of the said Schedule as have not been appropriated for Streets, and as are Part of the Enclosure in the said Schedule mentioned as containing respectively Two thousand six hundred and forty-three Square Yards and Three hundred and two Square Yards, and also as to the Hereditaments thirdly described in the First Part of the said Schedule, upon trust that the said Trustees and Trustee do and shall, with such Approbation of the High Court of Chancery as aforesaid, absolutely make Sale and dispose of all and singular the said Messuages or Tenements, Buildings, Pieces or Parcels of Land or Ground, and Hereditaments comprised in the Second and Third Parts of the said Schedule to this Act annexed, and the Parcels described in the First Part of the said Schedule and therein mentioned as containing respectively Two thousand six hundred and forty-three Square Yards and Three hundred and two Square Yards, or any of them, or any Part or Parts thereof, with the Appurtenances, for the best Price or Prices that can be reasonably gotten for the same, and either by
Public

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Public Auction or Private Contract, and either together or in Parcels, and in such Way and Manner, and subject to such Reservations, Conditions, and Stipulations as to Title or otherwise, and either free from or subject to any Incumbrance affecting the same, as the said Trustees and Trustee shall think fit, and the said Court shall approve (but without Prejudice to the Right or Title of the said *Jane Holroyd* to Dower in or out of the Hereditaments firstly described in the First Part of the said Schedule, but with Liberty for the said Trustees and Trustee, with such Approbation of the Court as aforesaid, to enter into any Agreement or Arrangement with the said *Jane Holroyd* for the Sale of the Hereditaments firstly described in the said First Part of the said Schedule, free and discharged from Dower, upon such Terms as the said Trustees and Trustee shall think fit).

Power to Trustees to convey Estates on Payment of Purchase Moneys.

II. Upon Payment in manner herein-after expressed or implied of the Purchase Money for which the Hereditaments hereby authorized to be sold or any Part thereof shall be sold, it shall be lawful for the said Trustees and Trustee, by any Deed or Instrument under their or his Hands and Seals or Hand and Seal, or other Conveyance and Assurance, to grant, surrender, and assure the said Hereditaments, or cause the same to be granted, surrendered, and assured unto and to the Use of the Purchaser or Purchasers thereof respectively, his, her, or their Heirs or Assigns, or to such Uses and in such Manner as he, she, or they shall direct or appoint, freed and discharged of and from or subject to the said Dower and other Charges and Incumbrances affecting the said Premises, as the Case may be.

Purchase Moneys to be paid into the Bank and laid out again in the Purchase of other Estates under Direction of Court of Chancery.

III. All and singular the Moneys to arise by any Sale or Sales to be made in pursuance of this Act of any Hereditaments hereby authorized to be sold, or the Balance of the said Moneys, after discharging the Incumbrance or Incumbrances on the Hereditaments sold, or after satisfying the said Claim to Dower (if the Hereditaments subject thereto shall be sold discharged therefrom), as the Case may be, (such Balance to be verified by an Affidavit to be filed in the Court of Chancery in the Matter of this Act, or in the said Suit of *Holroyd* versus *Holroyd*), shall be paid by the Purchaser or Purchasers of the said Hereditaments into the Bank of *England*, in the Name and with the Privity of the Accountant-General of the High Court of Chancery, to be placed to his Account there, "the Real Estate Account of *Joseph Holroyd*, an Infant," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four, and that the Moneys which shall be so paid into the Bank as aforesaid, or a competent Portion thereof, shall and may, either upon an Application to be made

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made to the said Court of Chancery in a summary Way in the Matter of this Act, or upon any Application in the said Suit of *Holroyd* versus *Holroyd*, by or on behalf of the said *Joseph Holroyd*, or any Person or Persons claiming under him, be applied by the said Court in or towards the Discharge of the Costs, Charges, and Expenses attending such Sale or Sales as aforesaid and the Matters incident thereto, and of and preparatory to the Application for the present Act, and of and attending the Execution of the several Powers and Trusts hereby created and the Investments to be made in pursuance of this Act, and in discharge of any Incumbrance affecting the Hereditaments comprised in the Schedule to this Act annexed; and the Surplus of such Moneys shall be laid out and invested under the Order and Direction of the said Court in the Purchase of Freehold or Copyhold Hereditaments in Fee Simple, free from all Incumbrances (except Land Tax, Quitrents, or other Outgoings and Payments of the like Nature), to be situated, lying, and being in *England* or *Wales*, or in such other Manner, for the Benefit of the said *Joseph Holroyd*, as by the Court of Chancery, having due Regard to the respective Interests of the Real and Personal Representatives of the said *Joseph Holroyd*, shall be ordered and directed; and all and singular the Freehold and Copyhold Hereditaments which shall be so purchased as aforesaid shall be conveyed, settled, and assured unto and to the Use of, and in the meantime shall be held in trust for, the said *Joseph Holroyd*, his Heirs and Assigns; and in such Conveyance or Settlement, if the said Trustees or Trustee shall think fit, the same or the like Powers of leasing for any Term not exceeding Twenty-one Years, and of granting Building and Repairing Leases, and of Sale, as are herein contained and any other Powers which shall be approved by the Court of Chancery upon any Application to be made as aforesaid, shall be reserved to the said Trustees and Trustee during the Minority of the said *Joseph Holroyd*, and the Disability of any Person entitled under him, but so that such last-mentioned Period shall not exceed Twenty-one Years from the Death of the said *Joseph Holroyd*.

IV. The Certificate or Certificates of the said Accountant-General of the Payment of any Moneys into the Bank of *England*, together with the Receipt or Receipts of One of the Cashiers of the said Bank to be thereunto annexed, and therewith filed in the Report Office of the said Court of Chancery, shall from Time to Time be a good and effectual Discharge and good and effectual Discharges for the Moneys hereby directed to be paid into the Bank, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, and other the Persons paying such Moneys and taking such Receipts, his, her, and their Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of

Certain Certificates and Receipts to be good discharges to Purchasers.

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such Moneys, or be accountable for any Misapplication or Nonapplication of the same respectively, or any Part thereof.

Until Purchases made Moneys to be invested in Government Securities, &c.

V. All Sums of Money which shall be paid into the Bank of *England* as aforesaid shall in the meantime and until the said Money shall be invested in such Purchase or Purchases, or be otherwise applied under the Direction of the said Court of Chancery, from Time to Time be laid out in the Purchase of Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant-General in the Purchase of other Exchequer Bills: Provided always, that it shall and may be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant-General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received or exchanged for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; all which Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name of the said Accountant-General, and shall there remain until a proper Purchase or Purchases be found and approved as herein-before directed, or the same shall be otherwise disposed of under this Act, and until the same shall, upon any such Applications as aforesaid, by or on behalf of the said *Joseph Holroyd*, or any Person or Persons claiming under him, be ordered to be sold by the said Accountant-General for completing such Purchase or Purchases, or otherwise be applied in manner by this Act directed or authorized; and if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money when so laid out, then and in that Case the Surplus which shall remain, after deducting the Amount of the Money originally laid out, and discharging the Expenses of Applications to the said Court relative to such Exchequer Bills, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to the Rents and Profits of the said Hereditaments hereby directed to be purchased, in case the same had been purchased in pursuance of this Act, or the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estates.

Power to Trustees to grant Leases,

VI. From and after the passing of this Act it shall be lawful for the said Trustees and Trustee, in the meantime and until the Sale of the Hereditaments

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Hereditaments hereby authorized to be sold, and as to the said Copyhold Hereditaments with the Licence of the Lord of the Manor of which the same are holden, or according to the Custom of the said Manor, and with such Approbation of the Court of Chancery as aforesaid, from Time to Time or at any Time, by any Deed of Bargain and Sale, or other Instrument under their or his Hands and Seals or Hand and Seal, or by any other Assurance, to demise or lease, or cause to be demised and leased, all or any of the Hereditaments hereby authorized to be sold, for any Term of Years not exceeding Twenty-one Years, to take effect in possession, so as there be reserved on every such Demise or Lease the best yearly Rent or Rents to be incident to the immediate Reversion that can be reasonably gotten, without taking anything in the Nature of a Fine, Premium, or Foregift, and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved, and be not made dispunishable for Waste.

for 21 Years, reserving the best yearly Rent that can be had.

VII. From and after the passing of this Act it shall be lawful for the said Trustees and Trustee at any Time or Times, with such Approbation of the Court of Chancery as aforesaid, and as to the said Copyhold Hereditaments with the Licence of the Lord as aforesaid, or according to the Custom of the Manor of which the said Copyhold Hereditaments are holden, by any such Deed, Bargain, and Sale, or other Instrument or Assurance as aforesaid, to grant and convey in Fee Simple, or cause to be granted and conveyed in Fee Simple, or to demise or lease, or cause to be demised and leased, for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part or Parts of the Hereditaments hereby authorized to be sold, to any Person or Persons who shall be willing to erect and build any House or Houses or other Buildings upon the said Lands or Grounds or any Part thereof, or to improve or repair any Houses or Buildings now standing and being or which shall be erected on the said Lands or Grounds or any Part thereof, or who shall be willing to annex any Part of the said Lands or Grounds for Gardens, Yards, or other Conveniences to Buildings erected and built on the said Lands or Grounds or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof, with or without Liberty to the Grantee or Grantees, Lessee or Lessees, to take down existing Buildings, and to apply the Materials thereof to such Purposes as shall be agreed upon, and with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to set out and allot any Part or Parts of the Lands or Grounds to be comprised in any such Grant or Lease, as and for the Site of any Squares, Crescents, Circuses, or other Spaces of Ground, Streets, Roads, Ways, Avenues, Passages, Sinks, Drains, Yards, Gardens, or otherwise,

Powers to make Grants in Fee or Leases for 999 Years for Building Purposes.

for

The Holroyd Estate Act, 1858.

for the Use and Convenience of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to dig and make in or under any of the Lands or Grounds which may be set out and allotted for Streets, Roads, Ways, Avenues, or Passages as aforesaid, any Arches, Cellars, Areas, or other Easements to any Houses or Buildings; and also with or without Liberty for the Grantee or Grantees, 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 Grant or respective Grants, or Lease or respective Leases, any such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid; and also to dig and excavate any Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Grants or Leases, and to manufacture the same into Bricks or Tiles; and also with or without any other Liberties or Privileges which to the said Trustees or Trustee shall seem reasonable, so as in every such Grant, Lease, or Demise there be reserved and made payable (except in those Instances in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained) the best yearly Rent that can be reasonably had or gotten for the same, to be made payable half-yearly or oftener, and either by way of Reservation in Fee Farm or by way of Limitation of Use, and so as every such Grant, Lease, or Demise be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same, and so as in every such Grant in Fee there be contained Powers of Distress and Entry, and of Perception of Rents and Profits for recovering and enforcing the Payment of such Rents, and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings finished or erected and built, there shall be contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, to build and finish the Houses or other Buildings which may be agreed to be erected and built on the Premises within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings, and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings repaired or rebuilt, there shall be contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair the Houses or other Buildings agreed to be rebuilt or repaired, and so as in every such Grant, Lease, or Demise, whether for building or repairing or otherwise, there be contained on the Part of the Grantee or Grantees, Lessee or Lessees, a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be respectively comprised

The Holroyd Estate Act, 1858.

prised in any such Grant, Lease, or Demise, and also a Covenant for keeping the Houses or other Buildings to be erected and built, or repaired or improved, insured from Loss or Damage by Fire, to the Amount of Four Fifths at least of the Value thereof, in some or One of the public Offices for Insurance in *London* or *Westminster*, or elsewhere in *England*; and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary in and for substantially rebuilding, repairing, and reinstating such Houses or other Buildings as shall be destroyed or damaged by Fire; and also to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted, and so as in every such Grant, Lease, or Demise there be contained a Power for the said Trustees and Trustee, or their or his Servants or Agents, to enter upon the Premises and inspect the Condition thereof, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be Peppercorn), by the Space of Twenty-one Days next after the same shall become payable, in case there shall not be a Distress or Distresses found on the Premises demised sufficient to pay the Rent then due and the Cost of such Distress or Distresses, and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Grant, Lease, or Demise on the Part of the Grantee or Grantees, Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, or Assigns, and with or without a Proviso (as to the Persons or Person making or granting each such Grant, Lease, or Demise shall seem fit,) that no Breach of any of the Covenants and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant or Covenants, Proviso or Provisoes, or Condition or Conditions, if any, as may be agreed between the Parties to be so excepted) shall occasion any Forfeiture of such Grant, Lease, or Demise, or of the Estate, Interest, or Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action, and so that the respective Grantees or Lessees execute Counterparts of their respective Grants or Leases.

VIII. The Condition or Conditions particularly mentioned in this Act, and hereby directed to be inserted in each such Grant, Lease, or Demise respectively, shall be good and have full Effect at Law and in Equity, and when and if any such Entry shall be made by the Person or Persons entitled at Law to the Reversion or Receipt of the said Rent or Rents, then from and after such Entry the Hereditaments comprised in such

Conditions inserted in Leases to have full Effect.

[*Private.*]

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Grant,

The Holroyd Estate Act, 1858.

Grant, Lease, or Demise avoided by such Entry, and the Buildings thereupon, shall become and be vested in the Person or Persons entitled to the said Reversion, Rent, or Rents under and subject to the same or the like Trusts, Charges and Conditions, Intents and Purposes, as the same Reversion, Rent, or Rents shall be held by him, her, or them respectively, at the Time of such Entry.

Power to
enter into
Contracts.

IX. It shall and may be lawful for the said Trustees and Trustee, with such Approbation of the Court of Chancery as aforesaid, to enter into any Contract or Contracts in Writing for making any such Grant, Lease, or Demise as aforesaid, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree that when and as any Land or Buildings so agreed to be granted or let, or any Part or Parts thereof, shall be built on or rebuilt or repaired, or laid out, formed, or improved, in manner and to the Extent to be stipulated in any such Contract or Contracts, a Grant, Demise, or Lease shall be made of the Land or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Heirs, Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Interest or Term to be specified in such Contract or Contracts, and in such 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, nevertheless, that if the yearly Rent to be reserved in any such Grant, Lease, or Demise shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Grant or Lease shall bear to all the Land comprised in the Contract, then and in such Case the said reserved Rent shall not exceed One Fourth Part of the clear yearly Rackrent Value of the Land or Buildings to be comprised in such Grant or Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract under the Authority of this Act shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Grants or Leases to be granted of a given Quantity to be specified in such Contract or Contracts of the Land or Ground thereby agreed to be granted or demised, and that after, but not before, the making of such Grants or Leases the Residue thereof shall be granted or demised at the yearly Rent of a Peppercorn, or if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to undertake and agree that when the full Rent agreed to be reserved shall have been reserved in the Grant or Grants, Lease or Leases granted of a competent Part or competent Parts of the said Land or Ground thereby agreed to be granted and demised, the Residue thereof (if any) shall be granted and demised by One or more Grant or Grants, Lease or Leases,
at

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at a yearly Rent of a Peppercorn ; and in case of Grants to be made or Leases to be granted at a yearly Rent of a Peppercorn, to agree to 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 in such Contract or Contracts may be made to commence at such Period or Periods, within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time to be granted and demised, and the Progress of the Buildings stipulated to be erected thereon ; and to agree that when and as any Grant or Grants shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Hereditaments so agreed to be granted or leased, the Hereditaments so for the Time being granted or leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be granted or 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 Contract or Contracts be provided for ; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Grantees and Lessees under the Power of granting and leasing lastly herein-before contained.

X. In every such Contract there shall be inserted a Clause or Condition for vacating, or enabling the Trustees or Trustee to vacate, the same Contract, or for Re-entry, with respect to such Part or Parts of the Land and Buildings therein comprised and agreed to be granted or let as shall not have been actually granted or leased, and shall not be built or rebuilt, or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time to be therein appointed ; and also a Clause or Condition that the Person or Persons to whom such Grant or Grants, Lease or Leases ought to be made or granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, within a reasonable Time to be thereby appointed, or that in default thereof such Contract as to Lands and Buildings not actually granted or leased by virtue of the same Contract shall be void.

Clauses of Re-entry to be inserted in such Contracts.

XI. If the Possession of any of the said Premises comprised in any Grant, Lease, or Contract of any Description which shall be made, granted,

Power to grant new Leases and

The Holroyd Estate Act, 1858.

Contracts in case of previous ones being avoided.

granted, or entered into under any of the Provisions contained in this Act, shall be entered upon and resumed or recovered under and by virtue of any Conditions of Re-entry therein contained, then and in every such Case it shall and may be lawful to and for the said Trustees and Trustee (with such Approbation of the Court as aforesaid) to make any Grant or Lease, or enter into any Contracts for such Grant or Lease as aforesaid, and afterwards to make such Grant and Lease of the same Premises respectively, under the Powers and Authorities herein-before contained, in the same Manner as if no Grant, Lease, or Contract had previously been granted, made, or entered into.

Power to vary or release Contracts.

XII. It shall be lawful for the said Trustees and Trustee, with such Approbation of the Court as aforesaid, from Time to Time to enter into any new Covenants or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and if the same shall be thought expedient to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts, and the Hereditaments so surrendered may be contracted and agreed to be granted and leased, and afterwards granted and leased, under the Powers and Authorities herein-before contained, or any of them, in the same and the like Manner as if no Contract or Contracts in respect thereof had been previously entered into or executed: Provided always, that every Grant 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 should have been preceded by a Contract, and such Contract should not in all respects have been duly observed; and after any Grant or Lease shall have been executed the Contract for such Grant or Lease shall not form any Part of the Evidence of the Title at Law or in Equity to such Grant or Lease: Provided nevertheless, that no such Alteration shall be at variance with the Powers in this Act contained.

Application of Rents till Sale.

XIII. In the meantime, and until the Hereditaments hereby authorized to be sold shall be sold in pursuance of this Act, the said Hereditaments (subject to such Dower as aforesaid) shall be held in trust for and belong to the said *Joseph Holroyd*, his Heirs and Assigns, and the Rents and Profits

The Holroyd Estate Act, 1858.

Profits thereof (including all Surface and other Rents and Reservations on any Lease or Contract granted in pursuance of this Act, and which shall not be otherwise paid as herein-before directed) shall be received by the said Trustees and Trustee, or, if the Court shall so direct, by the Receiver for the Time being in the said Suit of "*Holroyd versus Holroyd*," and to be accounted for by him accordingly, and shall be paid and applied by the said Trustees or Trustee or the said Receiver, as the Case may be, to or for the Benefit of the said *Joseph Holroyd*, and the Person or Persons claiming under him, as the said Court, by any Order to be made, either upon any Application by the said *Joseph Holroyd*, or the Person or Persons claiming under him in a summary Way in the Matter of this Act or in the said Suit of "*Holroyd versus Holroyd*" shall direct; and in the meantime and subject thereto the said Rents and Profits shall be held in trust for the said *Joseph Holroyd*, his Heirs, Executors, Administrators, or Assigns, according to their respective Rights and Interests therein.

XIV. In case the said *Richard Shaw* and *John Eltoft Hargreaves*, or either of them, or any future Trustee or Trustees to be appointed in their or either of their Stead, as herein-after is mentioned, shall die or be absent from *England* for the Space of One whole Year, or be desirous of being discharged from, or decline to act, or become incapable of acting in the Trusts or Powers hereby created and in or to them respectively reposed and given, or if otherwise it shall seem expedient to the Court of Chancery, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Chancery, either upon an Application in a summary Way, by or on behalf of the said *Joseph Holroyd*, or the Person or Persons claiming under him in the Matter of this Act, or by an Order in the said Suit of "*Holroyd versus Holroyd*," to appoint any Person or Persons named or approved of by the said Court to be a Trustee or Trustees in the Room or Stead of or in addition to the Trustee or Trustees so dying, or having been absent from *England*, or desirous of being discharged, or declining or becoming incapable to act as aforesaid, or otherwise, as the Case may require, and thereupon all the said Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and transferred so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees, solely or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case may require, upon the same Trusts and for the same Uses, Intents, and Purposes as are herein declared of and concerning the same, or such of them as shall be then subsisting and capable of taking effect, and such new Trustee or Trustees shall on his or their Appointment, and as well before as after, and independently of the vesting of the said Trust Estates, to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers

Power to
appoint new
Trustees.

[*Private.*]

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and

The Holroyd Estate Act, 1858.

and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

Trustees Receipts to be Discharges.

XV. The Receipts of the Trustees or Trustee for the Time being of this Act for any Moneys made payable by this Act to them or him shall be good Discharges for the Moneys in such Receipts acknowledged to be received, and the Persons paying the same shall not be bound or concerned to see to the Application thereof.

Indemnity to the Trustees.

XVI. The Trustees hereby appointed, or by virtue of this Act to be appointed, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable only for such Moneys as they shall respectively actually receive by virtue of or under this Act, and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his own Acts, Receipts, Neglects, or Defaults respectively; and it shall be lawful for such Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Moneys which shall come to their respective Hands, by virtue of the Trusts and Powers herein-before contained, to retain to and reimburse themselves and himself, and also to allow to any Co-trustee all Costs, Charges, Damages, and Expenses which they or any of them shall sustain or disburse in or about the Execution of the aforesaid Trusts and Powers, or in relation thereunto.

Court of Chancery to make an Order for Payment of Costs.

XVII. It shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as to the same Court shall think fit for taxing and settling all the Costs, Charges, and Expenses which have been or may be incurred in preparing, soliciting, obtaining, or passing this Act or incidental thereto, and in making the several Applications to the said Court in pursuance thereof, and in making and completing the Sale or respective Sales of the said Hereditaments hereby made saleable, and the Costs, Charges, and Expenses of taking the said Moneys out of the Bank, and investing the same in new Purchases as aforesaid, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also for the Payment of all such Costs, Charges, and Expenses as aforesaid, out of any of the Moneys arising under this Act, or by Sale of the Exchequer Bills to be purchased with the said Moneys, or the Dividends thereof; and it shall be lawful for the said Court of Chancery, having regard to the Provisions in the present Act contained, from Time to Time to make such further Order or Orders touching the said Moneys and Premises as the same Court shall think fit.

XVIII. Saving

The Holroyd Estate Act, 1858.

XVIII. 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 Heirs, Successors, Executors, and Administrators, and all and every Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge of, in, to, or upon the said Hereditaments mentioned in the said Schedule to this Act, or any of them, other than the said *Joseph Holroyd*, all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever of, in, to, or out of the same Hereditaments, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

General
Saving.

XIX. In citing this Act in legal Instruments or Proceedings it shall be sufficient to use the Expression "The *Holroyd Estate Act, 1858.*"

Short Title.

XX. 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 print-
ed by Queen's
Printers to
be Evidence.

The Holroyd Estate Act, 1858.

The SCHEDULE to which the foregoing Act refers.

FIRST PART OF SCHEDULE.

FIRSTLY: All that Plot, Piece, or Parcel of Land or Ground situate, lying, and being partly in a certain Close of Land now or late occupied by Mr. Joseph Greenhalgh as a Garden, and partly in the old Course of the River Calder, as the same was lately staked out, and situate in Habergham Eaves, in the County of Lancaster, and bounded on the Northerly Side thereof by Ground formerly Part of a certain Close of Land called the Holme, but lately separated therefrom by the Diversion of the said River Calder, and measuring on that Side Twenty-two Yards and Two Feet; on the Southerly Side thereof by a Street or intended Street of Six Yards wide, called or to be called Kent Street, and measuring on that Side Twenty-two Yards and Two Feet; on the Westerly Side thereof by the River Calder, and measuring on that Side Sixty-seven Yards; and on the Easterly Side by a Street or intended Street of Six Yards wide, called or to be called Victoria Street, and measuring on that Side Sixty-seven Yards, and containing in the whole One thousand seven hundred and fifty-two Superficial Square Yards of Land or Ground, or thereabouts, be the same more or less (but subject, nevertheless, to leaving Three Feet in Breadth of the said Plot of Land, co-extensive with the said Streets, as and for Causeways or Footpaths, as in a certain Indenture of Release dated the Third Day of April One thousand eight hundred and forty, made between Holden Hamerton and others and Henry Knowles, deceased, is more particularly mentioned), together with their Appurtenances. Secondly: All that Plot of Land or Ground situate in Burnley aforesaid, Part of certain Land called the Bottoms, or Holme, on the East Side of the River Calder, and Parcel of a Freehold Tenement called Wadsworth, and lately Part of Greenhalgh's Garden, bounded on the South by a Continuation of Ormerod Street, and measuring on that Side Fifty-seven Feet; on the West Side thereof by Victoria Street, and measuring on that Side Sixty-one Feet Six Inches; on the North by a Continuation of Chapel Street, and measuring on that Side Forty-eight Feet; and on the East by Land and Buildings, the Property of the Trustees of the Wesleyan Methodist Chapel, and measuring on that Side Sixty-seven Feet, and containing in the whole Three hundred and seventy-three and a Half Square Yards Superficial Measure or thereabouts, were the same more or less; and also all that other Plot of Land or Ground, situate in Burnley aforesaid, Part of the said Lands called the Bottoms or Holme,

on

The Holroyd Estate Act, 1858.

on the East Side of the River Calder, and Parcel of the said Freehold Tenement called Wadsworth, and lately forming Part of certain Gardens called Greenhalgh's Gardens, and which said last-mentioned Plot of Land was bounded on the Northerly Side thereof by other Part of the said Close of Land called the Holme, on the West Side thereof by Victoria Street, on the South Side thereof by Chapel Street, and on the Easterly Side thereof by Bull Croft, and measuring on the said Northerly Side thereof Forty-eight Feet Three Inches, on the said Westerly Side thereof One hundred and Forty-four Feet and Nine Inches, on the said Southerly Side thereof Sixty-three Feet, and on the said Easterly Side by an irregular Line, One hundred and twenty-five Feet and three Inches, and contained in the whole, together with Forty-one Yards, added to Victoria Street, and which was included within the above-mentioned Dimensions, Seven hundred and sixty-six Superficial Square Yards of Land or thereabouts, were the same more or less, and both which same Plots of Land or Ground are particularly measured, delineated, and described in the Map or Plan thereof drawn or endorsed upon the Indenture in this Act mentioned, dated the Twenty-first Day of April One thousand eight hundred and fifty-one, the said first-mentioned Plot of Land being bordered Red, and the said last-mentioned Plot of Land bordered Yellow in the same Plan, together with their Appurtenances, particularly the Right and Privilege of Foot, Carriage, and Horse Road, at all Times and for ever thereafter, upon the said respective Streets to and from Hamerton Street, by a Continuation of Hargreaves Street, there for all Purposes whatsoever. Thirdly: All that Plot, Piece, or Parcel of Land situate in Burnley aforesaid, formerly Part of a Street called Victoria Street, running North and South along the East Side of the firstly mentioned Plot of Land, and between it and the said secondly mentioned Plots of Land; and also all that Plot, Piece, or Parcel of Land, formerly Part of a Street leading Eastward out of the last-mentioned Street, and between the said Two secondly mentioned Plots of Land, into and up to a newly made or substituted and now existing Street called also Victoria Street; all which said firstly, secondly, and thirdly mentioned Plots of Land have since the Acquisition thereof respectively by the said Henry Holroyd been by him dealt with, and now stand as follows; that is to say, such Parts of the said Two secondly mentioned Plots as lie on the West and South-west Side of the said Street, now known as Victoria Street, and the whole of the said firstly and thirdly mentioned Plots have been thrown into One Enclosure, containing Two thousand six hundred and forty-three Square Yards, and are known as the Victoria Size House and Yard, Part of the Estate of the said Henry Holroyd, and other Parts of the said Two secondly mentioned Plots have been appropriated to the Formation of Victoria Street last aforesaid, and another Street running East and West across the South End of Victoria Street last aforesaid; and the remaining Part of the said secondly mentioned Plots is now formed into a separate Plot, Part of the Estate of the said Henry Holroyd,

[*Private.*]

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containing

The Holroyd Estate Act, 1858.

containing Three hundred and two Square Yards, lying on the East Side of Part and the North-east Side of other Part of Victoria Street last aforesaid.

SECOND PART OF SCHEDULE.

ALL that Plot or Piece of Land or Ground situate and being in Habergham Eaves aforesaid, as lately meted out, and lately Part of a Close of Land there called the Holme, formerly Parcel of a Freehold Farm and Tenement called Wadsworth's, and which said Plot or Piece of Land is bounded on the East by Holden Street of Six Yards wide, communicating with Hammerton Street and Cow Lane there, and measures on that Side Ninety-three Feet and Nine Inches; on the South by Land and Buildings now or late belonging to Samuel Smallpage, and measures on that Side Forty-six Feet and One Inch; on the West by Copyhold Land and Premises now or late the Property of John Sutcliffe Whitham, and measures on that Side One hundred and two Feet and Five Inches; and on the North by Cow Lane aforesaid, and measures on that Side Twenty-four Feet, and containing in the whole Three hundred and ninety-eight Superficial Square Yards of Land, or thereabouts, be the same more or less; and also all that and those the Warehouse and Stable, and all and every other the Buildings now erected and being on the said Plot or Parcel of Land or Ground herein-before described, or on any Part thereof, as the same is now or late was in the Occupation of the said Henry Holroyd or his Under-tenants, together with their Appurtenances.

THIRD PART OF SCHEDULE.

FIRST: All that Plot, Piece, or Parcel of Land or Ground as formerly meted and set out, formerly Part of certain Closes belonging to and Parcel of a Copyhold Estate called Hollingreave, formerly the Inheritance of James Parkinson, deceased, and which Closes were called the Cloughfield and the Rough, which Plot, Piece, or Parcel of Land is bounded on the North-east Side thereof by and fronted to a Road or Street of Ten Yards Width called Finsley Gate, and measures on that Side One hundred and sixty-one Feet and a Quarter; on the South-east Side thereof by a Street or intended Street of Seven Yards in Width towards the Leeds and Liverpool Canal, and measures on that Side Eighty-nine Feet and a Half; on the South-west Side thereof by a Plot of Land formerly Part of the same Closes, but afterwards conveyed to the Leeds and Liverpool Canal Company, and adjoining the said Canal and the Towing-path and Embankment thereof, and measures on that Side One hundred and sixty-one Feet and a Quarter; and on the North-west Side thereof by
another

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another Street or intended Street of Seven Yards in Width towards the said Canal, and measures on that Side One hundred and sixty-seven Feet and a Half, and containing altogether (including One Half of the said Two intended Streets of Seven Yards in Width towards the Canal co-extensive therewith) Two thousand and seventy-seven Superficial Square Yards or thereabouts; and all that Factory or Cotton Mill, Engine Houses and Steam Engines, and the several Messuages or Cottages and other Buildings thereon erected, and all which Premises are situate at Habergham Eaves, in the said County, and of the yearly Rent to the Lord of the said Manor of Twopence, and are also subject to the yearly Ground Rent of Twenty-five Pounds Nineteen Shillings issuing thereout, and to the Powers and Remedies provided for the Recovery thereof. And, secondly, all that irregular Strip or Piece of Land forming Part of the same Closes, and lately forming Part of a Canal, Towing-path, and Embankment, which last-mentioned Strip or Piece of Land measures in Length from North-east to South-west One hundred and ninety-five Feet, and is bounded on the South-west Side thereof by the same Towing-path, and on the North-east Side by the Premises first or lastly herein-before described, and contained altogether Three hundred and seven Superficial Square Yards or thereabouts, with Liberty for ever thereafter to place and use Lights to any Building or Buildings to be erected upon the same Plot of Land towards and adjoining the same Towing-path and Canal, without Denial, Hindrance, or any Interruption whatever, all which last-mentioned Premises were situate in Habergham Eaves aforesaid, and of the yearly Rent to the Lord of the said Manor of One Halfpenny, and were also subject to the yearly Ground Rent of Five Pounds Fifteen Shillings issuing thereout, and to the Powers and Remedies provided for the Recovery thereof. And, thirdly, all that Plot or Parcel of Land situate within Habergham Eaves aforesaid, Parcel of the said Copyhold Tenement there called Hollingreave, and bounded on the Northerly Side thereof by and fronting to the said new Street there of Ten Yards wide called Finsley Gate, and measuring on that Side One hundred and eighteen Feet and Six Inches; on the Easterly Side thereof by Part of the Land and Premises herein-before first and secondly described, and measuring on that Side One hundred and five Feet; on the Southerly Side thereof by the said Strip of Land adjoining the Towing-path herein-before lastly described, and measuring on that Side One hundred and twenty-one Feet and Six Inches; and on the Westerly Side thereof by a Garden and Premises heretofore Parcel of the said Tenement, and surrendered to John Ashley, and measuring on that Side Seventy-three Feet and Six Inches, and containing in the whole One thousand one hundred and fifty-eight Superficial Square Yards of Land or thereabouts, be the same more or less; and all and every Erections and Buildings erected, built, and now standing and being upon the said Plot of Land, together with full and free Liberty, Licence, and Authority to and for the said Edward Holroyd, his Heirs and Assigns, and

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and his Tenants, Servants, and Visitors, of and to the said thirdly described Hereditaments, in common with all Persons whomsoever, at pleasure to go, pass, and repass, on Foot and on Horseback, and with Cattle, Carts, and Carriages, or otherwise, for all Purposes whatsoever, over and along the said Street called Finsley Gate of the Width aforesaid, and to and from and by way of Foundry Street, and the Manchester Turnpike Road there; and also full and free Liberty, Power, and Authority to and for the said Edward Holroyd, his Heirs and Assigns, at any Time or Times, but at his own Expense, to form and make Drains and Sewers within the said Street called Finsley Gate, and to open and join any tributary Drains or Sewers in or to the same respectively; and also full and free Liberty, Power, and Authority for him, his Heirs or Assigns, to supersede and appropriate to his and their own Use, for Building Purposes or otherwise, a certain Occupation Street, Seven Yards wide, formerly intended to be formed and made in equal undivided Moieties upon and to divide the Land and Premises herein-before firstly and secondly described and the Plot of Land herein-before thirdly described from each other, such Occupation Street being then deemed unnecessary; all which said thirdly described Hereditaments and Premises are of the yearly Rent to the Lord of the said Manor of One Penny, and are subject to the yearly Rent of Fourteen Pounds Nine Shillings and Sixpence issuing thereout, and to the Powers and Remedies provided for Recovery thereof. To all which said Hereditaments and Premises first, secondly, and thirdly herein-before described, John Hargreaves, Robert Hargreaves (since deceased), and Jonathan Hargreaves were duly admitted Tenants, under and by virtue of a Surrender dated the Thirteenth Day of November Eighteen hundred and fifty, together with their Appurtenances.

FOURTH PART OF SCHEDULE.

ALL that Piece of Land situate in Burnley aforesaid, particularly described in the Plan annexed to the Agreement in this Act referred to, bearing Date the Eighth Day of May One thousand eight hundred and fifty-four, and therein distinguished by the Colour Pink, and in the said Agreement described as being bounded Northerly by other Property belonging to the said Henry Holroyd, Easterly by Ormerod Street, and Westerly by St. James Row, and the Appurtenances and the Inheritance in Fee Simple free from Incumbrances.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1858.