



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. 6.

An Act for authorizing Leases and Sales of Estates in the West Riding of the County of *York* which are subject to the Limitations of the Will of *Ann Walker* deceased.

[30th July 1866.]

WHEREAS on the Fifteenth Day of *November* One thousand eight hundred and sixty-five *Evan Charles Sutherland-Walker* of *Crownest* in the Parish of *Halifax* in the County of *York*, Esquire, (in this Act called “*Mr. Sutherland-Walker*,”) and *Alice Sophia* his Wife, filed their Bill of Complaint against *William Gray* and *William Tudor Sutherland-Walker* (an Infant under the Age of Twenty-one Years), and *Edward Owen Tudor* and *Charles Emmet* and *Marian Lister*, and by the Allegations therein it appears and it was proved in the Cause to the Effect following; that is to say,

1. *Ann Walker*, late of *Shibden Hall* in the Parish of *Halifax*, Spinster, by her Will dated the Fifteenth Day of *May* One thousand eight hundred and forty-one, after devising a Pew in *Halifax* Parish Church, devised her Freehold Estates (except Estates vested in her as Mortgagee or Trustee) to

[*Private.*]

Sutherland-Walker's Estate Act, 1866.

the Use and Intent that the Defendant *Marian Lister*, if unmarried at the Time of the Testatrix's Decease, should receive while unmarried a yearly Rentcharge issuing out of the devised Freehold Estates, with Power of Distress for Recovery thereof, and subject thereto, and charged, in aid of the Testatrix's Personal Estate, with the Legacies therein-after bequeathed, to the Use of the Testatrix's Nephew *George Sackville Sutherland* for Life, without Impeachment of Waste, with the Remainder to the Use of the Defendant *William Gray*, his Executors and Administrators, during the Life of *George Sackville Sutherland*, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his Sons and Daughters in Tail, with Remainder to the Use of her Nephew the Plaintiff *Mr. Sutherland-Walker* (then *Evan Charles Sutherland*), and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of *William Gray*, his Executors and Administrators, during the Life of *Mr. Sutherland-Walker*, upon the usual Trust to preserve contingent Remainders, with Remainders to the Use of *Mr. Sutherland-Walker's* First and every other Son successively in Tail, with divers Remainders over in favour of *Mr. Sutherland-Walker's* Daughters and their Issue, and of the Testatrix's other Nephews and Nieces and their Issue, with an ultimate Limitation to the Testatrix's right Heirs.

2. The Testatrix empowered her Nephews, Tenants for Life, to charge the devised Freehold Estates with Jointure Rentcharges for their Wives, with Terms of Years for securing the same, and to limit the devised Freehold Estates for Terms of Years upon Trusts for securing Portions for their younger Children.
3. The Testatrix empowered the beneficial Tenants for Life to grant Leases for Twenty-one Years of the devised Freehold Estates.
4. The Testatrix empowered *William Gray*, his Executors and Administrators, with the Consent in Writing of the Person for the Time beneficially entitled as Tenant for Life or Tenant in Tail in Possession under the Limitations therein contained, if of Age, or if not without such Consent, to sell the Testatrix's Lands and Hereditaments in *Stainland* and *Ovenden* in the Parish of *Halifax*, or any Part thereof, together or in Parcels, by Public Sale or Private Contract, or to exchange the same for other Hereditaments of the Description therein-after authorized to be purchased, to be situate in the West Riding of the County of *York*, and to apply the Money received for any such Sale, or for Equality
of

Sutherland-Walker's Estate Act, 1866.

- of Exchange, in the first place in discharging the Incumbrances, if any, then affecting the Hereditaments thereby limited, and in aid of her Residuary Personal Estate, for the Payment of the Bequests therein-after made, and to lay out the Remainder of the Monies (but only with such Consent as last aforesaid) in the Purchase of Freehold Hereditaments in Fee Simple in Possession, or of Copyhold or Customary or Leasehold Estates, situate in the West Riding of the County of *York*, (the Leaseholds to be held under renewable Leases for Lives or for Years, or for at least Fifty Years absolute, and convenient to be held with the Hereditaments thereby limited or to be acquired under that Power,) and to settle the Hereditaments so purchased or taken in Exchange upon the Uses or Trusts and subject to the Provisions therein limited or expressed concerning the devised Freehold Estates, or as near thereto as might be, but so as not absolutely to vest the Chattels Real in any Tenant in Tail who should die under Age without leaving Issue in Tail living at his Decease.
5. The Testatrix provided that Tenants for Life or in Tail in Possession should take the Surname and Arms of *Walker*.
 6. The Testatrix devised her Copyhold Tenements to the Use of *William Gray*, his Executors or Administrators, upon such Trusts and subject to such Provisions as should correspond as nearly as might be with the Uses and Provisions therein-before contained concerning her devised Freehold Estates, except the Clause declaring Life Estates to be unimpeachable of Waste, and subject to a Proviso against exercising the Power of Leasing without Licence from the Lords of the Manors.
 7. After bequeathing her Leasehold Estates and pecuniary Legacies and Annuities, the Testatrix bequeathed her Residuary Personal Estate to *William Gray*, his Executors and Administrators, upon divers Trusts, and as to the ultimate Surplus thereof upon trust to dispose thereof in the Manner therein-before directed concerning Money to arise by Sales under the Power therein-before contained.
 8. The Testatrix provided for the Appointment of new Trustees of her Will.
 9. The Testatrix died on the Twenty-fifth Day of *February* One thousand eight hundred and fifty-four, without having revoked or altered her Will, which, on the Twenty-fourth Day of *May* One thousand eight hundred and fifty-four, was proved by *William Gray*, the sole Executor thereof, in the proper Ecclesiastical Court at *York*.
 10. *George*

Sutherland-Walker's Estate Act, 1866.

10. *George Sackville Sutherland* died on the First Day of *February* One thousand eight hundred and forty-three, a Bachelor under Age.
11. Mr. *Sutherland-Walker* duly took the Name and Arms of *Walker*.
12. By an Indenture of Settlement, dated the Second Day of *February* One thousand eight hundred and fifty-nine (being a Settlement made in contemplation of the Marriage then intended and shortly afterwards solemnized between Mr. *Sutherland-Walker* and the Plaintiff *Alice Sophia* his Wife, then *Alice Sophia Tudor*), Mr. *Sutherland-Walker* charged the devised Freehold Estates with a Jointure Rentcharge for her, and appointed the devised Freehold Estates to the Defendants *Edward Owen Tudor* and *Charles Emmet*, their Executors, Administrators, and Assigns, for a Term of Years for securing Payment thereof.
13. There has been Issue of the Marriage of Mr. *Sutherland-Walker* and *Alice Sophia* his Wife Three Children only, to wit, the Defendant *William Tudor Sutherland-Walker*, the First Son, an Infant, and Two younger Children.
14. All the Debts and Legacies of the Testatrix have been paid out of her Personal Estate, and Parts of the Surplus of her Residuary Personal Estate, and of the Proceeds of Sales of Lands devised by the Will, have been expended in the Purchase of Freehold and Copyhold Estates at *Lightcliffe* and in the Townships of *Hipperholme - cum - Brighouse*, *Southowram*, and *Northowram* in the Parish of *Halifax*, and the Freehold Estates so purchased have been conveyed and limited to the Uses and upon the Trusts of the Will, and the legal Estate of the Copyhold Estates so purchased has been duly vested in *William Gray* upon the Trusts of the Will.
15. The Freehold Estates devised by the Will or since purchased, and when the Bill of Complaint was filed subject to the Limitations of the Will, are situate in the Townships of *Hipperholme-cum-Brighouse* and *Northowran*, and *Southowram* and *Elland-cum-Greetland*, and *Ovenden* and *Stainland*, and in the Borough of *Halifax*, all in the Parish of *Halifax* and in the Townships of *Almondbury* and *Scammonden* in the Parish of *Huddersfield*, and consist of Six hundred and eighteen Acres or thereabouts.
16. The Copyhold Estates devised by the Will or since purchased, and when the Bill of Complaint was filed subject to the Uses and Trusts thereof, are held of the Lord of the Manor of *Wakefield* in the County of *York*, and consist of Fifty-eight Acres or thereabouts.

17. Under

Sutherland-Walker's Estate Act, 1866.

17. Under those Freehold and Copyhold Estates are valuable Beds of Coal, Stone, and other Minerals.
18. In some Instances those Freehold and Copyhold Estates are so intermixed that the precise Boundaries thereof are not to be distinguished.
19. By the Custom of the Manor of *Wakefield* the Lord of the Manor has no Interest in the Mines and Minerals under those Copyhold Estates.
20. Mr. *Sutherland-Walker*, as Tenant for Life without Impeachment of Waste of the devised Freehold Estates, has worked Mines under the same, but has no Power under the Will to grant Leases of the Mines and Minerals, except Leases determinable with his own Life.
21. It is very desirable, and for the Benefit of all Parties interested under the Testatrix's Will, that Leases should be granted upon proper Terms and Conditions of the Mines and Minerals under the Freehold and Copyhold Estates devised by the Will or subject to the Uses and Trusts thereof, and Powers of leasing the Mines and Minerals should be vested in the Trustee of the Will, with the Consent of Mr. *Sutherland-Walker* during his Life.
22. The Neighbourhood of the settled Estates has become extremely populous, and many Parts of the settled Estates are highly eligible for Building Purposes, and might be made very productive by Leases or Grants for that Purpose, but, inasmuch as there is a great Prejudice in the Neighbourhood against Terms of Years, of whatever Duration, the settled Estates could be made much more productive by actual Sales thereof than by Leases thereof for Years with Reservation of Rents.
23. Mr. *Sutherland-Walker* is seised in Fee Simple and in Customary Fee Simple of divers Freehold and Copyhold Lands in the Neighbourhood of the settled Estates, and it is desirable that in some Instances Building Arrangements as to the unsettled and settled Estates should be of uniform Character, and Mr. *Sutherland-Walker* is willing to concur in any Plans for that Purpose.
24. Under the Circumstances, it would be very much for the Benefit of the Persons entitled to the settled Estates that Powers of selling Portions thereof for Building Purposes should be vested in the Trustees of the Will, with the Consent of Mr. *Sutherland-Walker* during his Life.
25. The Prayer of the Bill was as follows :
- “ 1. That an Enquiry may be made whether it would be fit and
 “ proper, and for the Benefit of the Persons interested
 “ in the Testatrix's Estates (including the Hereditaments
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Sutherland-Walker's Estate Act, 1866.

“ so purchased), that Application should be made to Par-
 “ liament for vesting in the Trustee of the Testatrix’s
 “ Will Powers of granting Leases of the Mines and
 “ Minerals under the Freehold and Copyhold Heredita-
 “ ments devised by the Will or subject to the Uses and
 “ Trusts thereof; and also like Powers of selling or
 “ leasing for Building Purposes such of the Estates as
 “ may be suitable for building :

“ 2. If the Court should be of opinion that the Objects are
 “ attainable under the Provisions of the ‘Leases and
 “ Sales of Settled Estates Act,’ then that the Plaintiffs,
 “ or One of them, may be at liberty to present a Petition
 “ to the Court for that Purpose :

“ 3. That the Trusts of the Will of the said Testatrix, so
 “ far as is necessary for the Purposes aforesaid, may
 “ be carried into execution under the Direction of the
 “ Court:”

And whereas the several Defendants to the Bill duly appeared thereto: And whereas, on the Twentieth Day of *January* One thousand eight hundred and sixty-six, the Master of the Rolls made in the Suit a Decree that it was fit and proper, and for the Benefit of the Persons interested in the Testatrix’s Estates, including the Hereditaments purchased, that Application should be made to Parliament for vesting in the Trustees of the Testatrix’s Will Powers of granting Leases of the Mines and Minerals under the Freehold and Copyhold Hereditaments devised by the Will or subject to the Uses and Trusts thereof, and also like Powers of selling or leasing for Building Purposes such of the Estates as might be suitable for building, and referred it to the Chambers of the Master of the Rolls to settle the Draft Bill in the usual Way: And whereas the several Freehold Estates which are now subject to the Limitations of the Will, and which comprise Estates purchased since the Death of the Testatrix, and settled to those Limitations, and Part whereof has been purchased since the Bill of Complaint was filed, are specified in the First Schedule to this Act annexed, and in this Act are called “the settled Freehold Estates:” And whereas the several Copyhold Estates which are now subject to the Limitations of the Will, and which comprise Estates purchased since the Death of the Testatrix, and settled to those Limitations, and Part whereof has been purchased since the Bill of Complaint was filed, are specified in the Second Schedule to this Act annexed, and in this Act are called “the settled Copyhold Estates:” And whereas the settled Freehold and Copyhold Estates are in this Act called collectively “the settled Estates:” And whereas the several Freehold and Copyhold Estates belonging to Mr. *Sutherland-Walker*, and not subject to any of the Limitations of the Will, and which lie intermixed with or adjoining or near to Parts of the settled Estates,

Sutherland-Walker's Estate Act, 1866.

Estates, are specified in the Third Schedule to this Act annexed, and in this Act are called "the unsettled Estates:" And whereas it would be for the Benefit of Mr. *Sutherland-Walker*, and the several Persons to become entitled after him to the settled Estates, that the several Powers of Leasing and Selling, and other Powers by this Act created, should be vested in the Trustees of the Will, and be exercisable as by this Act provided, and the other Provisions made by this Act should be made: And whereas, in pursuance of the said recited Decree of the 20th Day of *January* 1866, the Chief Clerk of the said Master of the Rolls made his Certificate in the said Cause, dated the 17th Day of *April* 1866, and thereby certified as follows:

" In pursuance of the Directions given to me by the Master of the
 " Rolls, I hereby certify, that the Result of the Proceeding which
 " has been taken in pursuance of the Decree made in this Cause,
 " dated the 20th Day of *January* 1866, is as follows: The Plaintiffs
 " and Defendants have attended by their respective Solicitors; the
 " Draft of a Bill to be submitted to Parliament for an Act for vesting
 " in the Trustee of the Will of *Ann Walker*, the Testatrix in the
 " Plaintiffs Bill named, Powers of granting Leases of the Mines and
 " Minerals under the Freehold and Copyhold Hereditaments devised
 " by the Will of the said Testatrix, or subject to the Uses and Trusts
 " thereof, and for selling or leasing for Building Purposes such of the
 " Estates of the said Testatrix as may be suitable for building, has
 " been settled by the Judge, and is identified by my Signature in
 " the Margin thereof; the several Instruments, Facts, and Events
 " recited in the Preamble of the said Draft Bill before the Recital
 " of this Certificate have been proved in this Cause: "

And whereas the said Chief Clerk's Certificate was duly approved by the said Master of the Rolls, and was filed in the Report Office of the said Court on the 23d Day of *April* 1866:

And whereas at the Hearing of the Cause it was objected, that the Circumstance of the Testatrix having granted Powers of Leasing and Selling over Parts only of the devised Estates raised a reasonable Inference of a manifest Intention on her Part that such Powers should not be exercised with respect to the other Parts of those Estates, and that by reason of the devised Copyhold Estates having been devised upon Trusts corresponding with the Limitations of the devised Freehold Estates, except the Clause declaring Life Estates to be unimpeachable for Waste, the Case was not within the Proviso, Section 26, of the Leases and Sales of Settled Estates Act, and in consequence of such Objection the Court, after due Consideration of the Matter, made the said Decree of the Twentieth Day of *January* One thousand eight hundred and sixty-six: And whereas the Limitations in the Will subsequent to the Limitation therein to the Use of Mr. *Sutherland-Walker's* Sons in Tail were as follows; (that
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Sutherland-Walker's Estate Act, 1866.

is to say,) to the Use of his First and other Daughters successively in Tail, with Remainder to the Use of *William Gray*, his Executors and Administrators, during the Life of the Testatrix's Niece, *Mary Sutherland*, upon trust to preserve contingent Remainders, and also upon trust for her separate Use without Anticipation, with Remainders to the Use of her First and every other Son successively in Tail, with Remainder to the Use of her First and every other Daughter successively in Tail, with Remainder to the Use of *William Gray*, his Executors and Administrators, during the Life of the Testatrix's Niece, Mrs. *Wemyss* (then *Elizabeth Sutherland*), upon trust to preserve contingent Remainders, and also upon trust for her separate Use without Anticipation, with Remainders to the Use of her First and every other Son successively in Tail, with Remainders to the Use of her First and every other Daughter successively in Tail, with Remainder to the Use of *William Gray*, his Executors and Administrators, during the Life of the Testatrix's Niece, Mrs. *Stansfeld* (then *Ann Walker Sutherland*), upon trust to preserve contingent Remainders, and also upon trust for her separate Use without Anticipation, with Remainders to the Use of her First and every other Son successively in Tail, with Remainders to the Use of her First and every other Daughter successively in Tail, with Remainders to the Use of the First and every other Nephew of the Testatrix thereafter born successively in Tail, with Remainders to the Use of the First and every other Niece of the Testatrix thereafter born successively in Tail, with Remainder to the Use of the Testatrix's right Heirs: And whereas the Testatrix's Niece *Mary Sutherland* died in the Year One thousand eight hundred and forty-five, a Spinster: And whereas the Testatrix's Niece Mrs. *Wemyss* (then *Elizabeth Sutherland*) intermarried in the Year One thousand eight hundred and fifty with *David Sinclair Wemyss*, and there has been Issue of their Marriage Seven Children only, One of whom, a Son, died an Infant of tender Years, and the others are all now Infants, to wit, Four Sons, Bachelors, and Two Daughters, Spinsters: And whereas the Testatrix's Niece Mrs. *Stansfeld* (then *Ann Walker Sutherland*) intermarried in the Year One thousand eight hundred and fifty-eight with *Henry William Stansfeld*, and there has been Issue of their Marriage Three Children only, all now Infants of tender Years: And whereas no Nephew or Niece of the Testatrix has been born since the Day of the Date of her Will: And whereas Mr. *Sutherland-Walker* is the Testatrix's right Heir: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Evan Charles Sutherland-Walker* 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; that is to say,

I. This

Sutherland-Walker's Estate Act, 1866.

1. This Act may for all Purposes be cited as "*Sutherland-Walker's* Short Title. Estate Act, 1866."

2. In this Act the Words and Expressions following have the Interpretation of Terms. Meanings following, unless excluded by the Subject or Context; that is to say,

(a) The Expression "the Trustees" means and includes *William Gray*, his Executors and Administrators, and other the Persons and Person who under the Will is and are from Time to Time the Trustees and Trustee of the Power of Sale thereby created:

(b) The Expression "Tenant for Life" means and includes Mr. *Sutherland-Walker* during his Life, and after his Decease the Person who from Time to Time is beneficially entitled as the Tenant for Life in Possession to the Rents and Profits of such Parts of the settled Estates as from Time to Time are subject to the Limitations or Trusts of the Will:

(c) The Expression "Tenant in Tail" means and includes the Person who from Time to Time after the Decease of Mr. *Sutherland-Walker* is beneficially entitled as the Tenant in Tail in Possession to the Rents and Profits of such Parts of the settled Estates as from Time to Time are subject to the Limitations or Trusts of the Will, being of full Age, or if and when he is an Infant then means and includes his Guardians or Guardian:

(d) The Word "Reversioner" means and includes the Person or Persons from Time to Time entitled to the Rent reserved by any Lease granted under this Act, or to the Reversion immediately expectant on the Term granted by any Lease under this Act:

(e) The Word "Lessee" includes the Executors, Administrators, and Assigns of a Lessee:

(f) The Word "Minerals" means and includes Mines, Veins, Strata, and Beds of Iron Ore and other Ores, Iron and other Metals, Coal, and Mines, and Seams of Coal, Stone, and Clay, and Pits, Beds, and Quarries of Stone, and Clay, Gravel, and other Minerals, Fossils, and earthy Substances whatsoever.

3. Except only as is by this Act otherwise expressly provided, the several Powers and Discretions by this Act conferred on the Trustees, if and when there is a Tenant for Life in being and of full Age, and competent to exercise a Discretion in that Behalf, shall be exercised only with the Consent in Writing of the Tenant for Life, or if he be under Age shall be exercised only with the Consent in Writing of the Guardian or Guardians of such Tenant for Life, and if and when

Consent to Exercise of Powers under Act.

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Sutherland-Walker's Estate Act, 1866.

there is not a Tenant for Life in being, but there is a Tenant in Tail in being, and competent to exercise a Discretion in that Behalf, shall be exercised only with the Consent in Writing of the Tenant in Tail, and, except in those Cases, may be exercised by the Trustees in their own Discretion, provided that any such Consent may be in general Terms, sanctioning, either absolutely or subject to any Terms or Conditions, the Exercise by the Trustees, at their Discretion, of their Powers and Discretions or any of them.

Power to
grant Mining
Leases.

4. The Trustees may from Time to Time lease all or any of the Minerals, whether opened or not opened, in all or any of the settled Estates, and also any Part of the Lands forming Parts of the settled Estates which it is thought expedient to lease with the Minerals for the better working of the same, unto any Person, for any Term of Years not exceeding, as regards Coal and Mines, and Seams of Coal, Stone, and Clay, and Pits, Beds, and Quarries of Stone and Clay, Forty Years, and not exceeding, as regards other Minerals, and Coal and Stone, and Clay accompanying the same, if found therewith, Sixty Years, and the Leases respectively to take effect in possession within Three Months next after the making thereof respectively, and not otherwise in reversion or by way of other future Interest.

Privileges
which may
be granted
to Lessees.

5. There may be granted by any such Lease of Minerals to the Lessee all or any of the Privileges following; that is to say,

- (a) Licence and Authority to open the demised Minerals, and to sink, dig, quarry, search for, and by Mining and open Day Working respectively, to win and work, and to take, burn, smelt, manufacture use, carry away, and dispose of the demised Minerals, and any Minerals brought from any other Lands:
- (b) Licence and Authority to dig, sink, make, erect, and work, in and upon any Parts of the settled Estates, any Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cut-winds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Water-courses, and any Furnaces, Kilns, Coke and other Ovens, Steam and other Engines, Mills, Gins, Machinery, Collieries, Works, and Conveniences whatsoever, whether in present Use or of future Invention respectively, deemed necessary or convenient for finding, winning, working, taking, burning, smelting, manufacturing, using, carrying away, and disposing of the Minerals or any of them:
- (c) Licence and Authority to make, in and upon any Parts of the settled Estates, Coke, Bricks, Tiles, and Pipes, for the Purposes of the Works or otherwise, and to turn, bring, and carry Water for working the Machinery and Works, and to avoid and carry away foul Air and Stench from the demised Premises;

(d) Licence

Sutherland-Walker's Estate Act, 1866.

- (d) Licence and Authority for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings :
- (e) Licence and Authority to take and use on any Parts of the settled Estates proper and sufficient Ground Room, Heap Room, and Pit Room, for depositing and manufacturing Minerals from Time to Time gotten under the Lease or brought from any other Lands :
- (f) Licence and Authority to make, hold, and use, in and upon any Parts of the settled Estates, any Houses, Cottages, Hovels, Storerooms, Engine Houses, Sheds, Stables, and other Buildings and Erections, Walls, Fences, Works, and Conveniences whatsoever, with any Curtilages, Yards, Gardens, and Places to be used therewith respectively which are deemed expedient for conveniently working the demised Premises, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and Cattle employed in or about the demised Premises, or for storing or placing Implements, Minerals, or other Things employed, used, or gotten in or about the demised Premises :
- (g) Licence and Authority to dig and get, in and from any Parts of the settled Estates, any Lime and other Stones, Peat, Clay, Sand, Gravel, Spar, and other Substances, and to use the same, and any Substances brought from any other Lands, for making and repairing the Buildings, Walls, and Fences, or any Roads or Ways :
- (h) Licence and Authority (so far as the Trustees can grant the same, and without Prejudice to the Rights of other Parties) to take and use any Water from Time to Time flowing in or over any Parts of the settled Estates, and to turn and convey the Water into or from the demised Premises, or for any Purpose connected with the working of the demised Premises :
- (i) Licence and Authority to make, have, and use, in and upon any Parts of the settled Estates, any Wayleaves, Roads, Yards, and other Easements and Privileges respectively deemed convenient for the Occupation and working of the demised Premises, and the Deposit, Manufacture, Sale, and Carriage of Minerals, or for any other Purposes reasonably required by the Lessee :
- (j) Licence and Authority to make and set up, in and upon any Parts of the settled Estates, any Railways, Tramroads, Sideways, Cuts, Inclined Planes, and other Roads or Ways, or any Watercourses, deemed convenient for carrying Minerals or other Things to or from the demised Premises or any other Places, or for conducting Water to or from the demised Premises, and any Fences proper and sufficient for separating
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Sutherland-Walker's Estate Act, 1866.

and fencing off any surface Railways, Tramroads, or Water-courses or other Works, from any adjoining Lands :

- (k) Any other Licences, Authorities, Easements, Advantages, and Privileges whatsoever in, upon, or affecting the settled Estates or any Parts thereof respectively, deemed convenient for any Purposes of the Lease, or usual in the Neighbourhood of the demised Premises, or agreed upon with the Lessee.

Rent to be reserved by Mining Leases.

6. The Rent reserved by every such Mining Lease shall be made payable yearly or more often during the Continuance of the Lease, and shall be incident to the Reversion immediately expectant on the Determination thereof, and shall be the best Rent, either in Money, or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of the Lease, and, considering the Circumstances of the Case and the Responsibility of the Lessee, be reasonably obtained, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, but so that the Rent reserved, either in whole or in part in Money, have Reference to the Quantity of Minerals obtained, except that Part of that Rent, if thought proper, may be made payable as a certain Money Rent as is customary in Mining Leases, so as to induce the Lessee to work the demised Minerals, and with or without Liberty to make up in succeeding Years the short Workings of any preceding Years.

Covenants and Provisions in Leases.

7. In every such Mining Lease there shall be contained Covenants by the Lessee for the due and punctual Payment or Delivery of the Rent thereby reserved, and Payment of all then present and future Landlord's and Tenant's Taxes, Rates, Assessments, Charges, Compositions, and Impositions whatsoever, other than Landlord's Property Tax, from Time to Time during the Continuance of the Lease payable in respect of the demised Premises, and also a Condition or Power of Re-entry in case the Rent reserved be unpaid or undelivered for any Period therein limited, not exceeding Forty-two Days after the Time appointed for Payment or Delivery thereof, or in case of Breach of any Covenant by the Lessee in the Lease contained, and in that Behalf therein specified.

Provision to enable Reversioner to purchase Plant.

8. In every such Mining Lease there shall be contained a Covenant by the Lessee that the Reversioner, if he thinks fit, may at the Determination of the Lease (Six Months previous Notice in Writing in that Behalf having been given) purchase all or any of the Rails, Tram-plates, Engines, Machinery, Tools, Implements, and Utensils provided by the Lessee, and at the Time of giving the Notice upon or about the demised Premises, and also the unexpired Estate, Term, or Interest, if any, of the Lessee, in any Wayleave over any other Lands

Sutherland-Walker's Estate Act, 1866.

Lands used in connexion with or for the Purposes of the demised Premises, at a Valuation, to be made as by this Act provided.

9. The Valuation shall be made by Two Arbitrators appointed within a Period by the Lease fixed, one of them by the Reversioner, and the other by the Lessee, or by their Umpire appointed by them before they enter upon the Valuation, and by the Lease such Provision in case of Failure to appoint any such Person, or to make the Award within a Time thereby limited, and for giving full Effect to the Submission to Arbitration and Valuation, and any incidental Matters, shall be made as the Parties to the Lease agree on.

Valuation
for the Purpose.

10. Any such Mining Lease may be made determinable by either Party, and may contain such other Covenants, Conditions, and Provisions, not inconsistent with or tending to defeat any Covenants, Provisions, Conditions, or Provisions by this Act required to be contained therein as the Parties to the Lease agree on.

General
Conditions
of Mining
Leases.

11. The Lease of all Lands demised with any Minerals, or given up or used for the Purpose of Wayleaves, Railways, Tramroads, Ways, Cuts, Inclined Planes, Watercourses, or other Conveniences, shall cease with the Lease of the Minerals.

Mining
Lease to
cease as to
Lands on
Cessor as to
Minerals.

12. The Reversioner, or other the Person by whom the net Rents reserved by any Mining Lease under this Act are received, shall from Time to Time pay to the Trustees the Proportion following of the Amount or Value of those net Rents; (that is to say,)

Proportion
of Mining
Rents to be
paid to Trustees.

(a) With respect to such of the Rents as become due and payable or deliverable during the Life of any Person being under the Will Tenant for Life in Possession, and whether or not of full Age, or being under the Will Tenant in Tail in Possession, and not of full Age, there shall be so paid to the Trustees;

(b) If the Minerals in respect of which the Rents are received are Minerals in any Part of the Freehold Estates, then One Fourth Part of the Amount or Value of the net Rents so received in respect of those Minerals;

(c) Or if the Minerals in respect of which the Rents are received are Minerals in any Part of the Copyhold Estates, then Three Fourth Parts of the Amount or Value of the net Rents so received in respect of those Minerals.

13. So much of the Amount or Value of those net Rents as is not by this Act directed to be paid to the Trustees shall be retained by the Tenant for Life, or the Reversioner entitled in possession under the Will, if he be of full Age, or if he be under Age by his Guardians or Guardian.

Residue of
Mining
Rents to be
detained by
Tenant in
possession.

[Private.]

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14. The

Sutherland-Walker's Estate Act, 1866.

Parts of Mining Rents paid to Trustees to be held as if produced by Sales under Act.

No Part of Surface Rents payable to Trustees.

Rents of Minerals in Freeholds and Copyholds undistinguishable to be appropriated in equal Proportions.

Trustees may appropriate Lands for Squares, &c., and for building and improving.

Trustees may grant Building or Improving Leases.

Terms of Building and Improving Leases.

Rents to be reserved by Building and Improving Leases.

14. The Monies so from Time to Time paid in respect of those net Rents to the Trustees shall be held by the Trustees upon the like Trusts as if the same were Monies produced by Sales under this Act of Parts of the settled Estates, and, except as is by this Act otherwise provided, shall be invested, dealt with, and enjoyed accordingly.

15. Provided, that no Part of any Rent reserved by any such Mining Lease as a distinct and separate Rent merely for the Occupation or User of the Surface of any Lands shall be so payable to the Trustees.

16. Where by any such Mining Lease any Minerals in any Part of the settled Freehold Estates and any Minerals in any Part of the settled Copyhold Estates are demised together, and subject to One Rent, and the Limits of the Freeholds and Copyholds are not distinguishable, the net Rents shall be considered as arising from the Freehold Minerals and the Copyhold Minerals in equal Proportions.

17. The Trustees may from Time to Time appropriate any Parts of the settled Estates as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the settled Estates, and any other Parts of the settled Estates as Lots for Building and Improving Purposes.

18. The Trustees may from Time to Time, in accordance with the Provisions of this Act, lease any Parts of the settled Estates to any Persons willing to erect, make, or improve any Building or Construction thereon, or to annex the same to any adjoining Parts of the settled Estate or other Lands for Gardens, Yards, Pleasure Grounds, or other Conveniences, or to improve the same by draining, planting, cultivating, or otherwise.

19. Those Leases respectively may be made for any Terms of Years absolute or determinable not exceeding One thousand Years, to take effect in possession within Six Months after the making thereof, and not otherwise in reversion or by way of other future Interest, but so that no Lease of any Part of any Copyhold Tenement be made in contravention of any Custom of the Manor of which the Copyhold Tenement is held, or, where Licence by the Lord to demise is requisite, without the Licence.

20. The full yearly Rent reserved by any Lease for Building or Improving Purposes shall be the best and most beneficial yearly Rent, without Fine, which at the Time of the making of the Lease or the Contract for the Lease, and considering the Nature and Circumstances of the Case and the Responsibility of the Lessee, can be reasonably had

Sutherland-Walker's Estate Act, 1866.

had for the same, and the Rent shall be made payable half-yearly or more often; provided that the Rent may be an increasing Rent, beginning with so much of the full yearly Rent as the Trustees think fit, and rising to the full yearly Rent, but so that the full yearly Rent be made payable at the latest for the Fifth Year of the Term granted by the Lease.

21. The Trustees may grant to the respective Lessees for Building or Improving Purposes all or any of the Liberties and Easements following; (that is to say,)

Liberties which may be granted by Building or Improving Leases.

(a) Liberty to appropriate any Part of the Lands leased as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the settled Estates:

(b) Liberty to make, lay, or use, in any Part of the settled Estates, any Sewers, Drains, Pipes, and Watercourses, and other Conveniences:

(c) Liberty to dig and take in and out of, and to use on any of the Lands leased, any Stone, Clay, Gravel, or other Substances:

(d) Liberty to fell, carry away, and use any Trees, Shrubs, and Plants on the Lands leased:

(e) Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Purposes agreed on:

(f) Liberty to alter any Building or Construction comprised in the Lease, but with the Privy and to the Satisfaction of the Trustees or the Reversioner, or their respective Surveyor or Agent:

(g) Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting any Part of the settled Estates:

(h) Any other Liberties and Easements usual or proper in like Cases, or which the Trustees think reasonable.

22. The Trustees may make, by the Leases for Building or Improving Purposes, all or any of the Reservations following; that is to say,

Reservations which may be made by Building or Improving Leases.

(a) Reservation of Right or Power to make, lay, or use in the Lands leased any Sewers, Drains, Pipes, Watercourses, or other Conveniences:

(b) Reservations of Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting the Lands leased:

(c) Reser-

Sutherland-Walker's Estate Act, 1866.

- (c) Reservations of Minerals, and of Timber or other Trees, and of Rights with respect to the same respectively:
- (d) Any other Reservations usual or proper in like Cases or which the Trustees think reasonable.

Covenants which must be contained in Building and Improving Leases.

23. There shall be contained in every Lease for Building or Improving Purposes such of the Covenants following as are applicable to the Case; (that is to say,)

- (a) A Covenant for Payment of the Rent reserved:
- (b) A Covenant for Payment of all then present and future Landlord's and Tenant's Taxes, Rates, Assessments, Compositions, and Impositions whatsoever affecting or to affect the Lands leased, the Landlord's Property Tax excepted:
- (c) A Covenant to make, within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be made:
- (d) A Covenant to improve, within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be improved:
- (e) A Covenant to make, within a Time therein specified, the other Improvements, if any, agreed to be made, or to expend thereon, within a Time therein specified, a Sum therein specified:
- (f) A Covenant to keep the Buildings or insurable Constructions on the Land leased insured against Damage by Fire to the Amount of Three Fourths at least of the insurable Value thereof in some respectable Insurance Office from Time to Time approved by the Trustees or the Reversioner, and in such Name or Names as he or they shall think fit:
- (g) A Covenant to lay out the Money received on the Insurance, and such other Money, if any, as is requisite, in substantially restoring the Buildings or Constructions destroyed or damaged by Fire:
- (h) A Covenant to yield up, on the Expiration or sooner Determination of the Term, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements thereon, in good Repair and Condition.

Powers which must be inserted in Building and Improving Leases.

24. There shall be contained in every Lease for Building or Improving Purposes Powers for the Purposes following; that is to say,

- (a) For the Trustees or the Reversioner, or their respective Surveyor or Agent, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:

(b) For

Sutherland-Walker's Estate Act, 1866.

- (b) For the Trustees or the Reversioner to enter and receive the Rents and Profits, or to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of all or such as are agreed on of the Covenants by the Lessee.

25. There may be contained in any Lease for Building or Improving Purposes Provisions for all or any of the Purposes following; that is to say,

Provisions which may be inserted in Building and Improving Leases.

- (a) That Breach of any Covenant by the Lessee (except the Covenant for Payment of the Rent reserved, and such other Covenants, if any, as the Parties agree to accept,) shall not give any Right of Re-entry, unless or until Judgment in an Action for Breach of the Covenant be obtained, and the Damages be assessed, and the Damages and Costs recovered thereon remain for Three Months after the assessing of the Costs unpaid:

- (b) That in case of Breach of any Covenant by the Lessee to insure against Damage by Fire, or to restore any Building or Construction destroyed or damaged by Fire, the Trustees or the Reversioner may insure or restore the Building or Construction, in accordance with the Terms of the Covenant, and may recover all Expenses of and incident to the insuring and restoring as Rent in arrear, or by Entry on the Lands leased, and Distress, or by Entry and Perception of Rents and Profits, or by Action or other Proceeding against the Lessee:

- (c) Any other Provisions usual or proper in like Cases which the Trustees think reasonable.

26. No Lease under this Act for Building or Improving Purposes, and no Contract for any such Lease, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Lands leased or contracted to be leased where or in respect whereof the Nonpayment or Breach happens, or is otherwise restricted to a Part only of the Lands.

Conditions of Re-entry may be restricted to Part of the Lands leased for Building or Improving Purposes.

27. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or Contract as to Part only of the Lands leased for Building or Improving Purposes or contracted to be so leased, the Condition or Right of Re-entry, and other (if any) the Conditions of the Lease or Contract, shall remain and be in force with respect to those Parts of the Lands which from Time to Time continue to be held by virtue of the Lease or Contract, and in order thereto every such Condition or Right of Re-entry and

Conditions of Building and Improving Leases for Re-entry to be apportionable.

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d d

other

Sutherland-Walker's Estate Act, 1866.

other Condition shall be apportionable and shall have Effect according to the Intention of the Parties in that Behalf expressed by the Lease or Contract.

Under-leases not to be forfeited for Nonpayment of Rent, &c. for Land leased for Building or Improving Purposes, but not comprised in the Under-leases, and vice versa.

28. No Under-lease of any Part of the Lands comprised in any original Lease for Building or Improving Purposes shall be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry for Nonpayment of Rent or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof, and no such Nonpayment or Breach with respect to the Land comprised in the Under-lease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease and not comprised in the Under-lease, and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to such Parts of the Lands comprised in the original Lease as are respectively comprised and not comprised in the Under-lease; provided that where the Benefit of this Section is claimed the Burden of Proof shall be on the Claimant, and unless and until it is shown that he is entitled to it the Presumption shall be against him.

General Conditions of Leases under Act.

29. Any Lease under this Act for Mining, Building, or Improving Purposes may contain any Covenants, Conditions, and Provisions not inconsistent with or tending to defeat any Covenant, Condition, or Provision by this Act required to be contained therein which the Parties to the Lease agree on.

Trustees may enter into Contracts for Mining, Building, and Improving Leases.

30. The Trustees from Time to Time may enter into Contracts in Writing for granting any Mining, Building, or Improving Leases, in accordance with this Act, and the Contracts may contain all such Terms and Conditions as the Trustees think advantageous; and the Trustees from Time to Time may alter, rescind, and abandon, either on Terms or gratuitously, as they think advantageous, any such Contracts, or any of the Terms and Conditions thereof; provided that no such Contract shall contain any Term or Condition obligatory on the Trustees to which they are not under this Act authorized to give Effect by a Lease.

Leases to be made in pursuance of Contracts,

31. Every Contract under this Act for a Lease shall (except as is by this Act otherwise provided) be carried into effect by a Lease or Leases in accordance with this Act.

Confirmation of defective Leases.

32. The Trustees from Time to Time may confirm any Lease purporting to be granted under this Act in any Case in which for some

Sutherland-Walker's Estate Act, 1866.

some technical Error or Informality in granting the Lease it is or is apprehended to be void or voidable, or may grant, instead of any such defective Lease, a Lease in accordance with this Act for the then Residue of the Term granted or purporting to be granted by the defective Lease, and at the like Rent, and with and subject to like Powers, Conditions, Covenants, and Provisions as were or purported to be reserved by and contained in the defective Lease.

33. The Person to whom any Lease is granted under this Act shall duly execute a Counterpart or Duplicate thereof, and a Memorandum that the Trustees have received a Counterpart or Duplicate of any Lease granted under this Act, indorsed on the Lease, and signed by the Trustees, shall be *prima facie* Evidence of the Facts thereby stated.

Counterparts
or Duplicates
of Leases
under Act.

34. When the Possession of any Part of the settled Estates leased under this Act or contracted to be leased is resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter leased, sold, or otherwise dealt with and disposed of under this Act.

Powers of
Act to apply
to Lands
leased or
contracted
to be leased
when in pos-
session.

35. The Trustees from Time to Time may sell any Parts of the settled Estates for the best Prices that can be reasonably obtained, in such Lots, to such Persons, and subject to such Conditions of Sale, whether ordinary or special, and in such Manner in all respects as the Trustees think proper; and the Trustees may buy in at Auctions, and rescind, on Terms or gratuitously, Contracts for Sale, and re-sell, without being responsible for consequent Loss, and may make, execute, and do all such Agreements, Assurances, Acts, Deeds, and Things as the Trustees think requisite for the Purposes of the Sales.

Power for
Trustees to
sell settled
Estates.

36. The Trustees, if they think fit, in the Exercise of the Powers of Leasing and Selling, may reserve any Minerals, Rights, Easements, or Privileges whatsoever, out of, in, through, over, upon, or underneath all or any Part of the Premises leased or sold, and may lease or sell the Surface apart from or with any Part of the Subsoil of any Lands Part of the settled Estates, or the Subsoil apart from or with any Part of the Surface of any Lands Part of the settled Estates, and may lease or sell any Estate or Interest less than the entire Fee Simple in any Lands Part of the settled Estates.

Trustees
may lease
and sell,
reserving
Easements,
&c.

37. In order to the more advantageous leasing or selling or disposing of the settled Estates, the Trustees from Time to Time may exercise all or any of the Powers following, and in order thereto may apply for the Purpose so much as is requisite of the Monies from Time

Divers
Powers for
Trustees.

Sutherland-Walker's Estate Act, 1866.

Time to Time applicable, under the Powers of the Will and this Act respectively, to the Purchase of Lands; (that is to say,)

- (a) The Trustees may take Proceedings for having any Freehold Hereditaments and Copyhold Tenements, being respectively Parts of the settled Estates, distinguished, and for having the Boundaries thereof set out:
- (b) The Trustees may take Proceedings for having any Parts of the settled Estates distinguished from any Lands adjoining thereto, and for having the Boundaries between the same set out:
- (c) The Trustees may enter into and carry into effect any Agreements for distinguishing between any Freehold Hereditaments and Copyhold Tenements, being respectively Parts of the settled Estates, and between any Parts of the settled Estates and any Lands adjoining thereto, and for setting out any Boundaries thereof respectively;
- (d) The Trustees may obtain the Enfranchisement of any Copyhold Tenements Parts of the settled Estates:
- (e) Where any undivided Share of any Tenement or Hereditament is Part of the settled Estates the Trustees may purchase the other undivided Shares thereof or any of them:
- (f) Where any Lands not Parts of the settled Estates lie intermixed with or adjoining to any Parts of the settled Estates, and might conveniently be held, leased, or sold with any Parts of the settled Estates, the Trustees may purchase the same.

Leases and Sales of Parts of settled Estates with Parts of unsettled Estates.

38. Any Lease for Mining, Building, or Improving Purposes, or any Sale or any other Disposition under this Act of any Part of the settled Estates, may, if the Trustees and Mr. *Sutherland-Walker*, his Heirs or Assigns, so think fit, comprise also any Part of the unsettled Estates, or any Estate, Right, or Interest in or affecting the same, and at or for one entire Rent or Reservation or one entire Purchase Money for all the Premises comprised in the Lease or Sale, and with any Covenants, Conditions, or Provisions applicable to the whole thereof, and in every such Case the Trustees may make such Provisions as they in their Discretion think reasonable with respect to the Receipt and Enjoyment by Mr. *Sutherland-Walker*, his Heirs and Assigns, of a due Proportion, in respect of the unsettled Estates, of the Rent or Reservation, or of the Purchase Money, and of the other Benefits of the Lease or Sale.

Contracts for Leases and Sales of Parts of unsettled Estates with

39. Where the Trustees think it advantageous to the settled Estates that any such Lease or Sale should comprise any Part of the unsettled Estates, or any Estate, Right, or Interest in or affecting the same, they may make with Mr. *Sutherland-Walker*, his Heirs or Assigns,

Sutherland-Walker's Estate Act, 1866.

Assigns, and carry into effect, any Contract or Arrangement whatsoever for the Purpose of facilitating the making of the Lease or Sale, or determining the Terms and Conditions on which it is to be made, or any Matters incidental to or consequent on the making of the Lease or Sale, which the Trustees think fit.

Parts of settled Estates.

40. The several Leases and Sales of Parts of the settled Estates from Time to Time made under this Act shall have the like Priority and Effect, and override the Limitations, Trusts, Powers, and Provisions of the Will, as if they respectively were made in due pursuance of valid Powers of Leasing and Sale created by the Will, in the Place of the Powers of Leasing and Sale thereby created.

Leases and Sales under Act to have Effect as if made under Powers of Will.

41. Provided that no Lease or Contract for a Lease now subsisting, or hereafter made by the Trustees, in pursuance of this Act, nor any Mortgage or Incumbrance now or hereafter affecting the settled Estates or any Part thereof, shall be prejudiced by any Lease, Sale, Conveyance, Assurance, or Contract made by the Trustees in pursuance of this Act, but the Trustees, in their Discretion, may make any such Lease, Sale, Conveyance, or Assurance subject or not subject to any then existing Mortgage or Incumbrance, and may make any Provisions which they think expedient for discharging any Mortgage or Incumbrance.

Leases and Mortgages not to be prejudiced by any Leases or Sales under Act.

42. Provided that no Part of the settled Estates, being a Tenement or a Part of a Tenement held by Copy of Court Roll, and passing by Surrender and Admittance, shall by virtue only of this Act be vested in any Person for an Estate at Law without such Surrender and Admittance and Payment of such Fines and Fees as are necessary in that Behalf.

Act not to dispense with Surrenders or Admittances as to Copyholds.

43. The Monies received by the Trustees upon any Sale made pursuant to this Act, and the Monies received by the Trustees in respect of Mining Rents, as by this Act provided, shall be by the Trustees applied,

Application of Monies arising from Sales and Parts of Mining Rents payable to Trustees.

(a) In the first place in or towards Payment of the Expenses occasioned by or incidental to the preparing for, making, and completing of the Sale, or the Receipt of the Monies ;

(b) And in the next place in or towards discharging the Principal and Interest Monies due and unpaid by virtue of any Mortgage or Incumbrance of or affecting the Lands sold, unless the Sale was made subject to the Mortgage or Incumbrance, or by virtue of any Mortgage or Incumbrance of or affecting any other Parts of the settled Estates ;

(c) And the Surplus of the Monies shall (but subject and without Prejudice to the Provisions of this Act for Payment of Costs, Charges, and Expenses) be invested by the Trustees in the

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Purchase

Sutherland-Walker's Estate Act, 1866.

Purchase of Freehold or Copyhold or Customary Hereditaments, or Leasehold Tenements, as directed by the Will, and to be settled as thereby directed;

- (d) But until those surplus Monies are so invested the Trustees may invest the same in their Names in the Public Stocks or Funds, or at Interest on Government Securities, or on Mortgage of any Freehold or Copyhold or Customary Fee Simple Estates, with Liberty from Time to Time to vary the Investments thereof, and the net Income arising from the Investments shall be received and enjoyed as if the same were the net Rents and Profits of the Hereditaments to be so purchased.

Receipts of Reversioner or Trustees to discharge.

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

Trustees may employ Surveyors, Agents, &c. to assist in Execution of Act.

45. The Trustees may employ such Surveyors, Valuers, Accountants, Clerks, Solicitors, Agents, and other Persons as they think proper, for better enabling them to make any Leases or Sales, pursuant to this Act, or otherwise for assisting them to carry this Act into execution, and may pay or allow to those Persons respectively such Remuneration as the Trustees think reasonable.

For Payment of Costs of Act, &c.

46. The Trustees may from Time to Time, as Occasion requires, provide for and pay, by or out of any Principal Monies coming to their Hands by virtue of this Act, all the Costs, Charges, and Expenses of or incident to the Proceedings in the Suit, and the preparing and applying for and the obtaining and passing of this Act, and the carrying into execution of this Act, except Remuneration to Persons permanently employed by the Trustees, and other Payments in the Nature of current yearly Outgoings, which Remuneration and other Payments shall be paid and allowed by the Persons from Time to Time entitled beneficially to the Rents and Profits of the settled Estates.

Court of Chancery to make Orders for Taxation and Payment of Costs.

47. Her Majesty's High Court of Chancery may from Time to Time, upon Petition, or Motion in a summary Way, or Summons, make such Orders as the Court think just for allowing, taxing, and settling any Costs, Charges, and Expenses from Time to Time payable under this Act, and for Payment of the Costs, Charges, and Expenses, out of the Principal Monies coming to the Hands of the Trustees by virtue of this Act.

Trustees to be answerable only

48. The Trustees, and their respective Heirs, Executors, and Administrators, shall be charged for such Monies only as they respectively

Sutherland-Walker's Estate Act, 1866.

tively actually receive by virtue of this Act, notwithstanding their respectively giving, signing, doing, or joining in any Receipt or Act for the sake of Conformity, and no one of them shall be answerable for any other of them, or for involuntary Losses, and they respectively, out of any Monies coming to their respective Hands by virtue of this Act, may retain for and reimburse themselves respectively, and allow to the others of them, respectively, all Costs, Damages, and Expenses which they respectively pay or incur in or about the carrying of this Act into execution.

for Monies
actually
received, &c.

49. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, upon, to, or with respect to the settled Estates or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

General
Saving,

50. The Persons following, and their respective Heirs, Executors, Administrators, Appointees, and Assigns, are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

Persons
bound by
Act,

- (a) Mr. *Sutherland-Walker* and his Heirs :
- (b) *William Tudor Sutherland-Walker*, and the Heirs of his Body :
- (c) The younger Sons and the Daughters, whether already or hereafter born, of Mr. *Sutherland-Walker*, and the Heirs of their respective Bodies :
- (d) *David Sinclair Wemyss* and Mrs. *Wemyss* :
- (e) The Sons and Daughters, whether already or hereafter born, of Mrs. *Wemyss*, and the Heirs of their respective Bodies :
- (f) *Henry William Stansfeld* and Mrs. *Stansfeld* :
- (g) The Sons and Daughters, whether already or hereafter born, of Mrs. *Stansfeld*, and the Heirs of their respective Bodies :
- (h) *Marian Lister*, as Annuitant under the Will :
- (i) *Edward Owen Tudor* and *Charles Emmet*, as Trustees under the Marriage Settlement :
- (k) *William Gray*, as Trustee under the Will :
- (l) Every Person hereafter being a Trustee under the Will.

51. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

The

Sutherland-Walker's Estate Act, 1866.

The FIRST SCHEDULE referred to in the foregoing Act.

THE SETTLED FREEHOLD ESTATES;

being the Freehold Estates now subject to the Limitations of the Will.

N.B.—The Quantities stated are taken from the Estate Plans thereof in the Possession of Mr. Sutherland-Walker. The Rents stated are the gross Rents reserved and payable in 1865. Mr. Sutherland-Walker has no Means of ascertaining the precise Boundaries between the Freeholds and the Copyholds, which lie intermixed, or the Quantities of those Copyholds.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
<i>In the Township of Hipperholme-cum-Brighouse in the Parish of Halifax in the West Riding of the County of York.</i>							
Green House	William Henry Leather	—	—	—	35	0	0
	Hannah Walker	—	—	—	3	0	0
	James Fearnley	—	—	—	16	0	0
	John Sugden	—	—	—	5	0	0
	E. C. Sutherland-Walker.	—	—	—	—	—	—
	John Foster	9	2	15	27	10	0
Laverack Hall	Abraham Turner	19	3	3	60	0	0
Lightcliffe Cottages	Benjamin Bentley	—	—	—	3	18	0
	James Stansfield	—	—	—	3	18	0
	Elizabeth Brook	—	—	—	3	18	0
	George Sykes	—	—	—	3	18	0
	William Miller	—	—	—	3	18	0
	Sidney Ellis	0	0	12	3	12	0
Upper and Lower Lees Closes.	Joshua Wood	3	0	38	9	0	0
Joan-Ing	James Stringer	—	—	—	1	5	0
	William Suter	—	—	—	3	0	0
	Abraham Slate	—	—	—	3	0	0
	E. C. Sutherland-Walker.	—	—	—	—	—	—
	John Dearnally	2	2	33	1	5	0
Huntock	Alexander Schofield	4	0	30	25	0	0
Smith House	John Greenwood	—	—	—	3	18	0
	George Haigh	—	—	—	9	0	0
	George Armitage	—	—	—	0	15	0
	Levi Shaw	—	—	—	7	12	6
	Abraham Turner	—	—	—	156	8	0
	E. C. Sutherland-Walker	8	1	11	—	—	—
	James Marsland Tankard	—	—	—	112	17	6
	Solomon Leeman	—	—	—	8	5	0
E. C. Sutherland-Walker	23	3	9	—	—	—	

Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.			Rent.			
		A.	R.	P.	£	s.	d.	
Hoyle House	William Pearson	—	—	—	10	0	0	
	William Marsden	—	—	—	2	12	0	
	George Hemingway	—	—	—	15	0	0	
	Thomas Dearnally	—	—	—	1	10	0	
	E. C. Sutherland-Walker	16	1	39	—	—	—	
Smith House	Solomon Leeman	—	—	—	21	7	6	
	Widow Dearnally	—	—	—	4	4	0	
	E. C. Sutherland-Walker	15	1	9	—	—	—	
Lightcliffe Cottages	Thomas Day	—	—	—	4	0	0	
	Joshua Hodgson	0	0	16	3	15	0	
Whinney Hill	Solomon Leeman	2	0	5	15	11	0	
Hipperholme Cottages	Thomas Carver	—	—	—	3	0	0	
	Henry Lister	—	—	—	3	0	0	
	Widow Lister	—	—	—	3	0	0	
	William Barraclough	—	—	—	3	0	0	
	Francis Randall	—	—	—	3	0	0	
	John Drake	—	—	—	3	0	0	
	William Barber	—	—	—	2	10	0	
	John Sunderland	0	0	20	5	0	0	
	Hoyle House	John Foster	—	—	—	10	0	0
Hoyle House	E. C. Sutherland-Walker.	—	—	—	—	—	—	
	Joseph Marsland Tankard	—	—	—	27	0	0	
	Levi Shaw	18	2	16	5	10	0	
	John Foster	1	0	7	3	0	0	
Half Acre (Part of Six Days Work).	John Foster	—	—	—	—	—		
Holdsworth's Farm	James Pearson	—	—	—	60	13	6	
	Widow Garfitt	—	—	—	4	12	0	
	John Hartley, Old Toll Bar	—	—	—	1	0	0	
	Richard Sternwhite	—	—	—	4	4	0	
	Walter Lister	19	3	27	3	0	0	
Lidgate Croft	E. C. Sutherland-Walker	0	2	9	—	—		
Hare and Hounds Inn	Sidney Squires	0	0	9	17	0	0	
Travellers Inn	Thomas Howarth	—	—	—	19	10	0	
Watergate	Thomas Bentley	—	—	—	3	12	0	
	Robert Kaye	—	—	—	3	12	0	
	John Green	—	—	—	3	12	0	
	Thomas Bellam	—	—	—	3	3	0	
	William Gibson	—	—	—	3	12	0	
	Hannah Dickenson	0	0	22	3	12	0	
	Townends Farm	Wigglesworth Hanson	13	1	33	35	5	0
	Manns Farm	Reverend John Thompson	—	—	—	32	0	0
John Washington		—	—	—	0	12	0	
John Foster		—	—	—	1	0	0	
Joseph Naylor		—	—	—	4	0	0	
John Quiby		—	—	—	0	10	0	
Samuel Sowden		—	—	—	4	0	0	
George Sykes		—	—	—	0	10	0	
Joseph Appleyard		—	—	—	4	0	0	
Cliffe Brothers		—	—	—	142	11	4	
Haley Brothers		—	—	—	150	12	9	
E. C. Sutherland-Walker		22	3	32	—	—	—	

[Private.]

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Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
Lower Crow Nest	Levi Shaw	—	—	—	16	0	0
	E. C. Sutherland-Walker	35	3	9	—	—	—
Little Smith House	Levi Shaw	—	—	—	20	17	6
	Michael Waller	—	—	—	5	5	0
	E. C. Sutherland-Walker	14	3	1	—	—	—
Holmes	Joseph Bottomley	5	2	29	16	0	0
Lightcliffe Cottages	Sarah Naylor	—	—	—	3	0	0
	Harriet Taylor	—	—	—	4	0	0
	Sarah Rushworth	—	—	—	4	0	0
	James Stringer	—	—	—	4	0	0
	William Mitchell	—	—	—	4	0	0
	John Quiby	0	0	15	4	2	6
<i>Such Parts of the Estates following as are of Freehold Tenure.</i>							
Southedge House	Shepherd & Bentley	13	1	32	53	0	0
	Abraham Turner	—	—	—	50	0	0
Lightcliffe Cottage	William Sykes	0	0	11	0	10	0
Woolhouses	Edgar Fletcher	6	2	35	15	0	0
<i>In the Township of Northowram in the Parish of Halifax.</i>							
Spa	James Shaw	0	1	7	10	0	0
Hall Houses	Thomas Wood	10	2	8	52	0	0
Spa House	Joseph Squires	8	2	3	30	0	0
Holcans and Long Rakes Wood.	E. C. Sutherland-Walker	11	3	14	—	—	—
<i>Such Parts of the Estates following as are of Freehold Tenure.</i>							
Shibden Mill, Inn, &c.	John Wilson Greenwood	—	—	—	55	0	0
	Samuel Brook	—	—	—	3	0	0
	Samuel Smith	—	—	—	2	12	0
	Abel Jowett	—	—	—	0	10	0
	E. C. Sutherland-Walker	17	3	2	—	—	—
Shugden Head	Widow Hainsworth	33	1	38	38	16	0
Mickle Moss	James Priestley	—	—	—	34	0	0
	Abraham Smith	—	—	—	6	6	0
	Thomas Smith	—	—	—	6	6	0
	David Hanson	35	0	23	11	11	0
<i>In the Township of Elland-cum-Greetland in the Parish of Halifax.</i>							
Middle Ellistones	Samuel Stott	—	—	—	35	0	0
	Benjamin Outram	12	3	25	8	8	0

Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
	<i>One undivided Fourth Part of the Estate following.</i>						
Cross Lane Ends	Luke Priestley	—			50	0	0
	Samuel Stott	25	1	14	6	0	0
	<i>In the Township of Southowram in the Parish of Halifax.</i>						
Waste Ground	E. C. Sutherland-Walker	0	0	20	—		
	<i>In the Township of Halifax.</i>						
Hatters Fold, Black Horse and Reed Inn.	John Farrar	—			15	0	0
	E. C. Sutherland-Walker.	—			—		
	William Denby	—			40	15	0
	Widow Whitworth	—			5	0	0
	Widow Toone	—			18	0	0
	Andrew Dickenson	—			18	0	0
	Elizabeth Spencer	—			18	0	0
	William Bairstow	—			55	0	0
	John Gaukrodger	—			4	10	0
	Edward Wild	—			5	0	0
	Thomas Killeen	—			5	0	0
	George Whiteley	—			5	0	0
	Widow Macmanus	—			5	0	0
	Widow Sturzaker	—			2	10	0
	William Brear	—			3	5	0
	Martin Macannalie	—			2	12	0
	Michael Nailan	—			2	12	0
	Catherine Castgrave	—			2	12	0
	Widow Sturzaker	—			4	0	0
	William Booth	—			2	2	0
James Shoesmith	—			5	8	6	
Michael Jenkinson	—			5	0	0	
Miss Casson	—			5	10	0	
William Wells	—	0	3	23	6	12	0
Water Lane	Ashworth's Executors	0	1	1	6	13	6
	James Lord	—			89	13	0
	Caleb Wilkinson	1	2	8	62	0	0
	Benjamin Throp	—			30	0	0
	Halifax Corporation	3	0	30	1	0	0
Theatre Estate	Three undivided Tenth Parts or Shares in the Halifax Theatre and Buildings adjoining	—			46	9	9
	<i>In the Township of Stainland in the Parish of Halifax.</i>						
Moulson Place	Joseph Thornton	—			50	0	0
	E. C. Sutherland-Walker	43	2	38	—		
	<i>In the Township of Ovenden in the Parish of Halifax.</i>						
North Black Castle	James Priestly	11	3	20	24	0	0
South ditto	Samuel Priestly	8	2	4	12	12	0

Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
	<i>One undivided Fourth Part of the following Estate.</i>						
Rushy Field - -	Benjamin Tatham - - -	2	3	37	4	0	0
	<i>In the Parish of Almondbury in the West Riding of the County of York.</i>						
Banks - - -	William Haigh - - - E. C. Sutherland-Walker - - -	55	3	22	280	0	0
	<i>In the Township of Scammonden in the Parish of Huddersfield in the West Riding of the County of York.</i>						
Stone Stile - -	John Wilkinson - - - E. C. Sutherland-Walker - - -	37	3	29	26	16	0
		581	3	13	2,584	17	10
Sold to the Lancashire and Yorkshire Railway Company, the Halifax Corporation, and the Ecclesiastical Commis- sioners - - - - -		1	2	1			
		580	1	12			

Sutherland-Walker's Estate Act, 1866.

The SECOND SCHEDULE referred to in the foregoing Act.

THE SETTLED COPYHOLD ESTATES;

being the Copyhold Estates now subject to the Limitations of the Will.

N.B.—The Quantities stated are taken from the Estate Plans thereof in the Possession of Mr. Sutherland-Walker. The Rents stated are the gross Rents reserved and payable in 1865. Mr. Sutherland-Walker has no Means of ascertaining the precise Boundaries between the Freeholds and the Copyholds, which lie intermixed, or the Quantities of those Copyholds.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
		<i>In the Township of Hipperholme-cum-Brighouse.</i>					
Little Southedge - -	Shepherd & Bentley - -	0	2	26	2	0	0
Upper and Lower South-edge.	Daniel Fletcher - - -	5	0	38	14	0	0
		<i>Such Parts of the Estates following as are of Copyhold Tenure.</i>					
Southedge House -	Shepherd & Bentley - -	—			53	0	0
	Abraham Turner - - -	13	1	32	50	0	0
Lightcliffe Cottage - -	William Sykes - - - -	0	0	11	0	10	0
Woolhouses - - - -	Edgar Fletcher - - - -	6	2	35	15	0	0
		<i>In the Township of Northowram.</i>					
Hagg Stocks - - - -	Widow Hebblethwaite - -	—			54	6	0
	John Hebblethwaite - - -	26	1	11	1	10	0
Upper Hagg Stocks and Oizle Hall.	James Dean - - - - -	—			25	0	0
	Joseph Bocoock - - - -	—			2	10	0
	Samuel Taylor - - - - -	7	2	34	3	5	0
Lee Lane - - - - -	John Jagger - - - - -	2	3	24	12	12	0
Boldshaw - - - - -	Samuel Sharp - - - - -	—			35	5	0
	E. C. Sutherland-Walker -	15	3	25	—		
		<i>Such Parts of the Estates following as are of Copyhold Tenure.</i>					
Shibden Mill - - - -	John Wilson Greenwood - -	—			55	0	0
	Samuel Brook - - - - -	—			3	0	0
	Samuel Smith - - - - -	—			2	12	0
	Abel Jowett - - - - -	—			0	10	0
	E. C. Sutherland-Walker -	17	3	2	—		

[Private.]

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Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.			Rent.		
		A.	R.	P.	£	s.	d.
Shugden Head - -	Widow Hainsworth - -	33	1	38	38	16	0
Mickle Moss - -	James Priestley - -	—	—	—	34	0	0
	Abraham Smith - -	—	—	—	6	6	0
	Thomas Smith - -	—	—	—	6	6	0
	David Hanson - -	35	0	23	11	11	0
		165	1	19	426	19	0
Sold to the Lancashire and Yorkshire Railway Company, the Corporation of Halifax, and the Ecclesiastical Com- missioners - - - -		0	2	4			
		164	3	15			

The THIRD SCHEDULE referred to in the foregoing Act.

THE UNSETTLED ESTATES;

being Freehold, Copyhold, and Leasehold Estates belonging to Mr. Sutherland-Walker, and lying intermixed with or adjoining or near to Parts of the settled Estates.

Name of Estate.	Occupier.	Quantity.		
		A.	R.	P.
<i>In the Township of Hipperholme-cum-Brighouse.</i>				
Crow Nest - -	E. C. Sutherland-Walker - -	59	3	1
	Samuel Pickles.	—	—	—
Cliffe Hill - -	John Foster.	—	—	—
	E. C. Sutherland-Walker - -	24	1	4
Smith House - -	Levi Shaw - -	1	0	2
Sowood Farm - -	Joseph Cordingley.	—	—	—
	E. C. Sutherland-Walker - -	12	2	7
Sough Hall - -	Ditto - -	0	0	8
Lightcliffe - -	John Foster.	—	—	—
	E. C. Sutherland-Walker.	—	—	—
	William Berry - -	16	2	22
	George Haigh.	—	—	—
	John Foster.	—	—	—
	Herbert Berry.	—	—	—
	William Sykes - -	6	1	4
Part of Six Days Work -	John Foster - -	3	3	0
New House - -	William Holland.	—	—	—
	E. C. Sutherland-Walker - -	25	0	12
North Fields - -	Marian Walker - -	7	0	9

Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.		
		A.	R.	P.
Knowl Top - -	Jonathan Sykes.	—		
	Dolly Cordingly.	—		
	John Mallinson.	—		
	James Hinscliffe.	—		
	Marian Walker - - - -	6	2	1
Bramley Lane - -	John Sunderland.	—		
	E. C. Sutherland-Walker - - - -	9	2	23
Shutt - - - -	Nathan Pickles - - - -	13	2	13
Wood Nook - - - -	Mary Hemingway - - - -	6	2	27
Well Green - - - -	James Pearson.	—		
	Widow Foster Sibbold.	—		
	John Hall - - - -	5	2	2
Hove Houses - - - -	Richard Tomlinson.	—		
	William Binns.	—		
	John Mosey.	—		
	George Hemingway.	—		
	James Binns - - - -	10	0	17
Upper Rooks - - - -	George Hanson.	—		
	E. C. Sutherland-Walker - - - -	64	0	7
Rooks - - - -	John Hemingway.	—		
	E. C. Sutherland-Walker - - - -	20	1	13
Harley Head - - - -	Widow Binns.	—		
	James Binns.	—		
	Charlotte Sykes.	—		
	Jowett Gledhill.	—		
	Johnson Wilkinson.	—		
	Joseph Anderton - - - -	19	2	11
German House - - - -	Ann Sinclair.	—		
	John Taite King - - - -	21	0	37
Upper Green - - - -	Mahala Hall - - - -	3	3	25
Well Croft - - - -	James Pearson - - - -	0	3	31
Lightcliffe - - - -	John Hargreaves.	—		
	Widow Aspinall.	—		
	John Bell.	—		
	Widow Whitehead.	—		
	John Midgley.	—		
	Richard Wheeldon.	—		
	William Naylor - - - -	3	1	25
	Lane Ends - - - -	Widow Mallinson.	—	
James Lee.		—		
Jonas Riley.		—		
E. C. Sutherland-Walker - - - -		8	3	22
Lane End - - - -	Joshua Wood - - - -	0	0	24
Lane Ends Green - - - -	Widow Mallinson - - - -	5	0	31
	George Brocklish.	—		
Dyehouse - - - -	Mary Jagger.	—		
	William Shaw.	—		
	James Walton - - - -	0	1	27

Sutherland-Walker's Estate Act, 1866.

Name of Estate.	Occupier.	Quantity.		
		A.	R.	P.
Hipperholme - -	Simeon Shaw.	—	—	—
	E. C. Sutherland-Walker.	—	—	—
	Widow Garfitt.	—	—	—
	James Taylor.	—	—	—
	George Rushworth.	—	—	—
	Widow Sunderland	7	3	15
	John Dewhirst.	—	—	—
	John Sunderland.	—	—	—
	Joseph Shaw.	—	—	—
	Erasmus Lister.	—	—	—
	Widow Brook.	—	—	—
	Widow Lister	0	0	37
Pinfold - - -	Jonas Fox.	—	—	—
	Mary Mallinson.	—	—	—
	James Shoesmith.	—	—	—
Lidgate - - -	Simeon Shaw	0	3	27
	Joshua Smithson.	—	—	—
	Simeon Shaw	23	2	34
	E. C. Sutherland-Walker	0	3	8
	George Haigh	3	2	36
	Simeon Shaw, Joshua Smithson	6	3	4
Lower German House -	Ditto	0	0	8
German House Croft -	Ann Sinclair	0	0	23
Lidgate - - -	John Fearnley.	—	—	—
	E. C. Sutherland-Walker	9	1	27
Lower Crow Nest -	Levi Shaw	12	0	7
Rushy Field - -	<i>In the Township of Ovenden, Three undivided Fourth Parts of the Estate following :</i>			
	Benjamin Tatham	2	3	37
Cross Lane Ends -	<i>In the Township of Elland-cum-Greetland, Three undivided Fourth Parts of the Estate following :</i>			
	Luke Priestly, Samuel Stott	25	1	14
High Sunderland - Middle High Sunderland - Black Boy - - -	<i>In the Township of Northowram.</i>			
	Halifax Industrial Society.	—	—	—
	Samuel Turner.	—	—	—
	Thomas Young, Edward Akroyd, E. C. Sutherland-Walker	121	3	28
		572	1	30

LONDON:

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