



### CHAP. 5.

An Act for authorizing the leasing, selling, exchanging, and partitioning of Estates in the parish of Manchester in the county of Lancaster. A.D. 1869.  
[12th July 1869.]

WHEREAS George Lloyd, late of Stockton Hall in the county of York, esquire, duly made and executed his will, dated the twenty-eighth day of April one thousand eight hundred and sixty, and thereby, after appointing his sons Henry Lloyd and Edward Lloyd executors of his will, and specifically bequeathing certain parts of his personal estate and bequeathing the residue thereof (except leasehold hereditaments), and specifically devising certain parts of his real estate, gave and devised all chief, fee-farm, quit, and other perpetual yearly rents which at his decease should be issuing and payable out of any lands or hereditaments in the townships of Chorlton-upon-Medlock, Hulme, Moss-side, Withington, and Chorlton-cum-Hardy, all in the parish of Manchester in the county of Lancaster, unto his sons George John Yarburgh and Yarburgh Gamaliel Lloyd for the term of fifty years from his decease upon the trusts in the said will mentioned, and as to the said rents comprised in and subject to the said term and as to all such other freehold and leasehold lands, buildings, perpetual yearly and other rents, and other hereditaments, and parts and shares of such lands, buildings, rents, and other hereditaments, situate and arising within the several townships of Manchester, Newton, Chorlton-upon-Medlock, Hulme, Moss-side, Withington, and Chorlton-cum-Hardy, all in the parish of Manchester, the said testator gave, devised, and bequeathed the same unto the use of his said sons Henry Lloyd and Edward Lloyd, their respective heirs, executors, administrators, and assigns, in equal shares as tenants in common :

Will of  
George  
Lloyd, dated  
28th April  
1860.

And whereas the said George Lloyd duly made and executed a codicil, dated the twenty-ninth day of January one thousand eight hundred and sixty-three, to his said will, whereby, after appointing

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the said George John Yarburgh and Yarburgh Gamaliel Lloyd executors and trustees of his will in the place of his said son Henry Lloyd then deceased to act with the said Edward Lloyd, and making certain variations in certain of the devises and bequests contained in his said will, and specifically devising his chief rents out of property in Newton Lane (then Oldham Road), and houses and property in Hyde Grove, Manchester, he devised and bequeathed all chief, fee-farm, quit, and other perpetual yearly rents which at his decease should be issuing and payable out of any lands or hereditaments in the townships of Chorlton-upon-Medlock, Hulme, Moss-side, Withington, and Chorlton-cum-Hardy, all in the said parish of Manchester in the said county of Lancaster (subject to the term of fifty years limited by his said will), and all his other freehold and leasehold lands, buildings, perpetual yearly and other rents and other hereditaments and parts and shares of such lands, buildings, rents, and other hereditaments situate and arising within the said several townships of Manchester, Newton, Chorlton-upon-Medlock, Hulme, Moss-side, Withington, and Chorlton-cum-Hardy, all in the said parish of Manchester, not therein-before disposed of, unto and to the use of his said son Edward Lloyd, his heirs, executors, administrators, and assigns respectively, as to one moiety thereof for his and their own use and benefit, and as to two equal third parts or shares of the other moiety thereof in trust for his (the said testator's) grandson George William Lloyd, his heirs, executors, administrators, and assigns, and as to the remaining equal third part of the said last-mentioned moiety in trust for his the testator's grandson Henry John Greame Lloyd (the youngest son of his said late son Henry), his heirs, executors, administrators, and assigns; and the said testator empowered his executors to receive the income of the real and personal estate devised and bequeathed to or in trust for his said grandsons respectively, and to apply such parts thereof as they should think proper towards their respective maintenance or education, and to accumulate the whole or the surplus thereof as the case might be, and to invest the same on Government security only for the benefit of the grandson from whose property or share the same should have arisen, and in respect of the moiety of real and leasehold estates therein-before directed to be held by the said Edward Lloyd, his heirs, executors, administrators, or assigns, in trust for his (the said testator's) said two grandsons, the said testator gave him the following powers; (that is to say,) power to let the same trust moiety of the same real and leasehold estates or any parts or part thereof along with his own moiety thereof from year to year, or for any term not exceeding twenty-one years in possession at the best rent, and to insure from fire, repair, and

generally to manage the same at his or their discretion, and also power to lease for any term of years in possession the same trust moiety of the said real or leasehold estate or any parts or part thereof along with his own moiety, for the purpose of the hereditaments to be comprised in such lease being built upon or otherwise materially improved, such leases to be respectively made either in consideration of a gross sum of money and of a nominal rent, or partly in consideration of a gross sum of money and partly in consideration of a rent to be fixed with reference to the conditions of the lease, or wholly in consideration of such a rent, and every lease under the said power to contain such covenants from the lessees for the erection and repair of buildings or for the making of material improvements as the said Edward Lloyd, his heirs, executors, administrators, or assigns, might think proper for securing the purpose of the lease, and every such lease to contain such other covenants and provisions and to be upon such conditions in all respects as he or they might think proper, and also power to sell the said trust moiety of the said real and leasehold estates or any parts or part thereof along with his own moiety either wholly in consideration of a perpetual yearly rent to be limited by way of use or otherwise reserved or made payable out of the entirety of the lands and hereditaments to be comprised in any such sale, or partly in consideration of a gross sum of money and partly in consideration of such a perpetual yearly rent as last mentioned, every such perpetual yearly rent to be secured by such covenants and provisions as the said Edward Lloyd, his heirs or assigns, should think proper, and all such last-mentioned sales to be upon such conditions in all respects as he or they should think proper, and also power to convey, surrender, assign, or assure the said trust moiety of the said real and leasehold estate or any parts or part thereof along with his own, either by way of absolute sale or in consideration of and by way of exchange for other real or leasehold estates of the like quality to be situate in England or Wales, and to receive any gross sum of money in respect of such sales respectively or for equality of exchange, and to execute all such conveyances, surrenders, assignments, or assurances as he or they might think proper for effectuating the aforesaid purposes or either of them; and the said testator declared that a moiety of all perpetual yearly rents which should be limited by way of use or otherwise reserved or made payable as aforesaid, and all real or leasehold estates which should be acquired by the said Edward Lloyd, his heirs, executors, administrators, or assigns, as the consideration for any such conveyance or assignment or assurance by way of exchange of the said trust moiety as aforesaid, should be held by him or them upon the like

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trusts and subject to the like powers as the said moiety of real and leasehold estate of the like quality therein-before devised or bequeathed to him in trust as aforesaid was subject to; and the said testator declared that every gross sum of money which should be produced by the exercise in respect of the said trust moiety of any of the powers therein-before contained should be subject to the like trusts as the said moiety of real and leasehold estate so devised to the said Edward Lloyd, his heirs, executors, administrators, and assigns in trust as aforesaid, or as near thereto as circumstances would admit of; and the said testator directed that in case it should be found necessary or expedient, from any cause whatsoever, that any land or hereditaments which should have been conveyed or demised subject to a yearly rent either by him or by the said Edward Lloyd, his heirs, executors, administrators, or assigns, under the aforesaid powers or any of them, should be taken back and vested in him or them as to one moiety thereof on the trusts aforesaid, the said Edward Lloyd, his heirs, executors, administrators, or assigns, should have power to take any conveyance or surrender thereof on such terms as he or they should see fit, one moiety of such land and hereditaments to be held by him or them upon the trusts previously declared by his said will; and the said testator, after bequeathing divers pecuniary legacies, revoked any codicil or codicils heretofore made by him to his said will:

And whereas the said George Lloyd died on the twelfth day of March one thousand eight hundred and sixty-three without having revoked or altered his said will save by the execution of the said codicil, and on the twenty-third day of April following his said will with the said codicil thereto was proved by the said Edward Lloyd and George John Yarburgh alone in the District Registry at York of Her Majesty's Court of Probate, power being reserved for the said Yarburgh Gamaliel Lloyd to prove the same:

And whereas the said Edward Lloyd duly made and executed his will, dated the first day of January one thousand eight hundred and sixty-three, whereby, after specifically devising his house and land at Lingcroft, in the said county of York, and specifically bequeathing certain parts of his personal estate, he devised and bequeathed all his other property whatsoever and wheresoever to his brother the Reverend Yarburgh Gamaliel Lloyd and his nephew Yarburgh George Lloyd, upon trust to continue the same on the investments on which it should be standing at the time of his decease, or at their discretion to call in the same and re-invest it in their names on Government or real securities, or debentures of railways or municipal corporations, and to apply the same in manner following: to set apart such a portion of the said residue as with the sum of

three hundred pounds a year settled on his wife Rosabelle Susan Lloyd (in the said will called by mistake Rosabella Susan Lloyd) would amount to one half of the total income arising from his residuary estate and the said settled property united, and to pay the interest of such sum to her during her natural life; and the said testator bequeathed the income of the remainder of his said residuary estate to his two daughters Georgina Rosabelle Lloyd (in the said will called Rosabella Lloyd) and Edith Maria Greame Lloyd, whom he committed to the care of their mother as their sole guardian; and the said testator directed that his trustees should pay to his said wife, and after her decease should apply for their maintenance and education such part of their income as they should think proper until they should attain respectively the age of twenty-one years, or marry with their mother's consent, and that on their respectively attaining that age or marrying as aforesaid the said remaining trust fund should be equally divided between them, and the sum reserved as aforesaid for their mother's life should be divided in the same manner at her decease; and the said testator declared that if he should leave any other children they should take equally shares with their sisters in the furniture and property bequeathed to them; and the said testator after bequeathing some pecuniary legacies appointed the said Yarburgh Gamaliel Lloyd and Yarburgh George Lloyd executors of his said will, and devised to them all real estates vested in him as trustee or mortgagee:

And whereas after the date of the said will of the said Edward Lloyd the said Yarburgh Gamaliel Lloyd and Yarburgh George Lloyd respectively assumed the name of Greame:

And whereas the said Edward Lloyd died on the fourth day of February one thousand eight hundred and sixty-nine without having revoked or altered his said will, and on the first day of March one thousand eight hundred and sixty-nine the said will was proved by the said Yarburgh Gamaliel Lloyd Greame and Yarburgh George Lloyd Greame in the District Registry at York of Her Majesty's Court of Probate:

And whereas the said Edward Lloyd left surviving him the said Georgina Rosabelle Lloyd and Edith Maria Greame Lloyd his said two daughters named in his said will, both of whom are infants under the age of twenty-one years, the said Georgina Rosabelle Lloyd having been born on the fourteenth day of October one thousand eight hundred and fifty-six, and the said Edith Maria Greame Lloyd having been born on the twenty-fourth day of October one thousand eight hundred and fifty-eight, and another daughter born on the tenth day of August one thousand eight

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And whereas the said Edward Lloyd never had any other children than the said Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, and Cecil Mary Lloyd, and there is no prospect of there being another child of the said Edward Lloyd :

And whereas the said George Lloyd died seised of freehold land and other hereditaments of considerable extent and value in the parish of Manchester in the said county of Lancaster, and such land is situate near to the city of Manchester, and became upon the death of the said George Lloyd vested by virtue of his said will in his said son Edward Lloyd, his heirs and assigns, as to one moiety thereof for his own benefit and as to the other moiety thereof upon trust for his said two nephews the said George William Lloyd and Henry John Greame Lloyd, the children of his said late brother Henry Lloyd, both of whom are still infants under the age of twenty-one years, the said George William Lloyd having been born on the fourth day of March one thousand eight hundred and sixty-one, and the said Henry John Greame Lloyd having been born on the sixth day of June one thousand eight hundred and sixty-two :

And whereas the said Edward Lloyd died seised of all the hereditaments situate in the said parish of Manchester devised to him by the said will of the said George Lloyd except such parts thereof as he sold in his lifetime :

And whereas on account of the proximity of the said land in the said parish of Manchester to the said city of Manchester, and of the enlargement and extension of the said city, and the demand there for some time past and still existing for sites for houses and other buildings, the said land in the said parish of Manchester devised by the will of the said George Lloyd was and is still very valuable for building purposes, and in fact for the reasons aforesaid has become comparatively of little value except for building purposes, and is becoming of less value except for such purposes :

And whereas the said George Lloyd in his lifetime, and after his death the said Edward Lloyd as owner of one moiety thereof for his own benefit and as such trustee as aforesaid of the other moiety thereof, with the powers conferred on him by the said will of the said George Lloyd, sold divers parts of the said land for the purpose of the erection thereon of houses and other buildings, and the said Edward Lloyd died leaving unperformed several contracts in writing for the sale of divers parts of the said land for building purposes, and for the formation of streets, and several incomplete negotiations for contracts of a similar kind relating to other parts thereof :

And whereas the sales made by the said George Lloyd and Edward Lloyd respectively were with few exceptions made, and the said contracts and negotiations for sales made and entered into by the said Edward Lloyd were all made and entered into in consideration of perpetual rentcharges secured or agreed to be secured on the property sold or agreed to be sold :

And whereas sales in fee simple in consideration of perpetual rentcharges are generally adopted for building purposes in the neighbourhood of Manchester instead of leases for terms of years, and there is a great prejudice in the neighbourhood of Manchester against leases for terms of years, however long, for building purposes :

And whereas the said land is being rapidly surrounded or intersected with streets, and erections and buildings of a public and private character, and unless the said land is made use of for similar purposes: considerable portions of it will very shortly become, by reason of the surrounding streets and buildings, altogether unfit for agricultural purposes and consequently of little value :

And whereas it has already become difficult to let or to induce the present tenants to continue to occupy for agricultural purposes such parts of the said land as adjoin the plots sold, and it has been found necessary to make considerable reductions in the rents of portions of the said estate so let :

And whereas on the fourteenth day of April one thousand eight hundred and sixty-nine a bill of complaint was filed in the High Court of Chancery by the said Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, Cecil Mary Lloyd, George William Lloyd, and Henry John Greame Lloyd as plaintiffs, by George John Yarburgh, of Heslington Hall in the county of York, esquire, their uncle and next friend, against the said Rosabelle Susan Lloyd, Yarburgh Gamaliel Lloyd Greame, and Yarburgh George Lloyd Greame as defendants thereto, stating to the effect herein-before stated, and also that it would be very much for the benefit of the plaintiffs in the said suit that powers of leasing, exchanging, selling, and repurchasing the undivided moiety late of the said Edward Lloyd of the said land or of any part or parts thereof, either alone or in conjunction with the other moiety of the said land or of any part or parts thereof, for building and other purposes, should be vested in the trustees of the said will of the said Edward Lloyd upon terms corresponding with the powers by the said will of the said George Lloyd granted with respect to the undivided moiety of the said land and hereditaments devised by the same will, upon trust for the said George William Lloyd and Henry John Greame

A.D. 1869. Lloyd, and that the said plaintiffs were advised that it was doubtful whether the powers by the said will of the said George Lloyd given to the said Edward Lloyd, his heirs, executors, administrators, and assigns, over the said undivided moiety of the said hereditaments by the said will devised for the benefit of the said George William Lloyd and Henry John Greame Lloyd were, in consequence of the death of the said Edward Lloyd, capable of being exercised over the last-mentioned moiety, it was prayed as follows; (that is to say,)

1. That the true construction of the said will of the said Edward Lloyd, and the rights and interests of the plaintiffs and defendants in the said suit in the moiety of the said lands and hereditaments in the county of Lancaster, and all other the freehold hereditaments of which the said Edward Lloyd died seised other than the said hereditaments at Lingcroft and estates vested in him as a trustee or mortgagee, might be declared by the decree of the said court:

2. That it might be declared that it would be, or that an inquiry might be made whether it would be, fit and proper and for the benefit of the plaintiffs or some of them that application should be made to Parliament for vesting in the trustees or trustee for the time being of the said will of the said Edward Lloyd powers of carrying into execution the said contracts and negotiations relating to the said land and hereditaments entered into by the said Edward Lloyd, and also powers of leasing, exchanging, and selling and repurchasing the undivided moiety of which the said Edward Lloyd died seised for his own benefit of the said land and hereditaments situate in the said county of Lancaster either in conjunction with the other moiety of the same land and hereditaments or otherwise, and also like powers of selling or leasing for building purposes the said moiety late of the said Edward Lloyd of such of the said land and hereditaments, and such part or parts thereof as might be suitable for building either in conjunction with the other moiety of the same land and hereditaments or otherwise, and also of concurring with the person or persons for the time being entitled to the other moiety of the said land and hereditaments in making a partition of such land and hereditaments, and generally of dealing with the said undivided moiety of the said land and hereditaments in manner authorized by the said will of the said George Lloyd with respect to the other moiety of the same land and hereditaments:

3. That it might be declared whether or not the powers by the said will of the George Lloyd given to the said Edward



Lloyd, his heirs, executors, administrators, and assigns, over the moiety of the said lands and hereditaments by the said will devised for the benefit of the plaintiffs George William Lloyd and Henry John Greame Lloyd were now exerciseable, and if in the opinion of the court the said powers were not now exerciseable that it might be declared that it would be, or that an inquiry might be made whether it would be, for the benefit of the plaintiffs or some of them that application should be made to Parliament for vesting in the defendants, Yarburgh Gamaliel Lloyd Greame and Yarburgh George Lloyd Greame, or other the trustees or trustee for the time being of the said will of the said George Lloyd deceased, powers over the said undivided moiety by the said will devised for the benefit of the plaintiffs George William Lloyd and Henry John Greame Lloyd of the said lands and hereditaments corresponding with the powers therein-before prayed with respect to the undivided moiety by the same will devised for the benefit of the said Edward Lloyd absolutely of such lands and hereditaments :

4. If the court should be of opinion that the said objects were attainable under the provisions of the Leases and Sales of "Settled Estates Act," then that the plaintiffs might be at liberty to present a petition to the court for that purpose :

5. That if necessary for the purposes aforesaid the trusts of the will of the said Edward Lloyd or such of the said trusts as might be necessary for the said purposes might be carried into execution under the direction of the court :

6. That the plaintiffs might have such further or other relief as the nature of the case might require :

And whereas by a decree made on the hearing of the said cause on the twenty-sixth day of April one thousand eight hundred and sixty-nine it was declared that according to the true construction of the said will under the residuary gift in the said will of Edward Lloyd his residuary real estate (including that devised to him by his father's will and codicil) as well as his residuary personal estate passed to the trustees of his will upon the trusts therein declared, and the court being of opinion that the objects in the bill mentioned were not obtainable under the provisions of the Leases and Sales of Settled Estates Act, 19 & 20 Vict. cap. 120., and that an application should be made to Parliament for an Act to authorize the lease, sale, partition, and exchange of the entirety of the Manchester property devised by the will and codicil of the father George Lloyd to his son the said Edward Lloyd, did order that the plaintiffs should be at liberty to apply to Parliament for an Act to authorize such

A.D. 1869. lease, sale, partition, and exchange, and that a draft of the bill should be settled by the judge; and any of the parties were to be at liberty to apply at chambers as to the contracts in the bill mentioned, and otherwise to apply generally as they might be advised:

And whereas the freehold lands and hereditaments situate in the parish of Manchester, devised by the will of the said George Lloyd now remaining unsold, and of which the said Edward Lloyd died seised as to one undivided moiety thereof for his own benefit, and as to the other undivided moiety thereof as trustee for the said George William Lloyd and Henry John Greame Lloyd, are specified in the schedule to this Act annexed, and in this Act are called and meant by the term "The Manchester Estates:"

And whereas it would be for the benefit of the said Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, Cecil Mary Lloyd, George William Lloyd, Henry John Greame Lloyd, and Rosabelle Susan Lloyd that the several powers of leasing and selling and other powers by this Act created should be vested in the trustees or trustee for the time being of the said will of the said Edward Lloyd, their heirs and assigns, and in the trustees or trustee for the time being under the will of the said George Lloyd, their heirs and assigns of their respective moieties of the Manchester estates, and be exercisable as by this Act provided, and that the other provisions made by this Act should be made:

And whereas in pursuance of the said recited decree of the twenty-sixth day of April one thousand eight hundred and sixty-nine the chief clerk of the said Master of the Rolls made his certificate in the said cause, dated the seventh day of May one thousand eight hundred and sixty-nine, and thereby certified that the draft of a bill to be submitted to Parliament for an Act to authorize the lease, sale, partition, and exchange in the said decree mentioned had been settled and approved by the judge, and was identified by the signature of the said chief clerk in the margin thereof, and that the several instruments, facts, and events recited in the preamble of the said draft bill before the recital of the said certificate had been proved in the said 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 eighth day of May one thousand eight hundred and sixty-nine:

And whereas in the said bill and decree in Chancery the name of Greame is by mistake spelt Græme:

And whereas by an order made in the said cause by the said Master of the Rolls on the fifth day of June one thousand eight

hundred and sixty-nine, the said George John Yarburgh was appointed guardian of the said George William Lloyd, Henry John Greame Lloyd, Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, and Cecil Mary Lloyd for the purpose of consenting to the Act of Parliament to be obtained pursuant to the said decree of the twenty-sixth day of April one thousand eight hundred and sixty-nine and the said chief clerk's certificate of the seventh day of May one thousand eight hundred and sixty-nine, meaning thereby this Act: A.D. 1869.

And whereas the objects of this Act cannot be attained without the authority of Parliament:

Therefore Your Majesty's most dutiful and loyal subjects George William Lloyd, Henry John Greame Lloyd, Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, and Cecil Mary Lloyd, by the said George John Yarburgh their next friend, and Rosabelle Susan Lloyd, 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,)

1. This Act may for all purposes be cited as "*Lloyd's Manchester Estates Act, 1869.*" Short title.

2. In this Act the words and expressions following have the meanings following unless such meanings be excluded by the subject or context; (that is to say,) Interpretation of terms.

(a.) The expression "George Lloyd's trustees" means and includes the said Yarburgh Gamaliel Lloyd Greame, Yarburgh George Lloyd Greame and the survivor of them, and other the persons and person who may be from time to time the trustees and trustee under the said will of the said George Lloyd of the moiety of the Manchester estates by the said will devised to the said Edward Lloyd, his heirs, executors, administrators, and assigns, upon trust for the said George William Lloyd and Henry John Greame Lloyd:

(b.) The expression "Edward Lloyd's trustees" means and includes the said Yarburgh Gamaliel Lloyd Greame and Yarburgh George Lloyd Greame and the survivor of them, and other the persons and person who may be from time to time the trustees and trustee of the said will of the said Edward Lloyd:

(c.) The expression "Edward Lloyd's own moiety of the Manchester estates" means the undivided moiety of the

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Manchester estates which the said Edward Lloyd was at his death seised of or entitled to for his own benefit :

- (d.) The expression "Edward Lloyd's trust moiety of the Manchester estates" means the undivided moiety of the Manchester estates which the said Edward Lloyd was at his death seised of upon trust for the said George William Lloyd and Henry John Greame Lloyd :
- (e.) The word "lessors" includes and means their heirs and assigns :
- (f.) The word "lessee" includes the executors, administrators, and assigns of a lessee.

By whom powers of Act to be exercised.

3. The several powers by this Act conferred on George Lloyd's trustees and Edward Lloyd's trustees respectively may be exercised by them respectively at their absolute discretion.

Power to trustees to lease Manchester estates.

4. Edward Lloyd's trustees may from time to time lease Edward Lloyd's own moiety of the Manchester estates, and George Lloyd's trustees may from time to time lease Edward Lloyd's trust moiety of the Manchester estates, for any term of years not exceeding twenty-one years, to take effect in possession or within six calendar months from the making of the demise at rackrent.

Power to appropriate sites for squares, streets, &c.

5. Edward Lloyd's trustees may from time to time appropriate Edward Lloyd's own moiety of any parts of the Manchester estates and George Lloyd's trustees may from time to time appropriate Edward Lloyd's trust moiety of any parts of the Manchester estates as sites for churches, chapels, squares, crescents, streets, roads, ways, and other open places, and otherwise for the general improvement or convenience of the Manchester estates only, or of those estates in connexion or conjunction with any adjoining property, and may expend any monies which they may deem necessary in or upon the laying out, planting, gravelling, inclosing, flagging, paving, and sewerage any such squares, crescents, streets, roads, ways, and other open places, and if deemed expedient may dedicate the same or any part thereof to the public, and the said trustees respectively may grant on such terms as they may think fit rights of way and water, and other easements, in, over, or upon their said respective moieties.

Power to grant building leases.

6. Edward Lloyd's trustees may from time to time in accordance with the provisions of this Act lease Edward Lloyd's own moiety of the Manchester estates, and George Lloyd's trustees may from time to time in accordance with the provisions of this Act lease Edward Lloyd's trust moiety of the Manchester estates to any person or persons willing to erect, make, or improve any building, erection, or construction thereon, or to lay out the same for gardens,

yards, pleasure grounds, or other conveniences, or to improve the same by draining, planting, cultivating, or otherwise.

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7. The lastly authorized leases respectively may be made for any term of years absolute or determinable not exceeding one thousand years, to take effect in possession or within six months after the making thereof, and not otherwise in reversion or by way of other future interest.

Terms for which such leases may be granted.

8. The said lastly authorized leases may be granted in consideration either of a gross sum of money paid, or in consideration of partly a gross sum of money and partly a yearly rent, or wholly for the best yearly rent.

Consideration for the same.

9. The best 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 (in which may be included the surrender of any existing lease) and the responsibilities of the lessee, can be reasonably had for the same, and the rent shall be made payable half yearly or more often; but the rent may be an increasing rent, beginning with a peppercorn rent, or so much of the full yearly rent as the person or persons leasing may think proper 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.

Rent to be reserved.

10. There may be granted to the respective lessees for building or improving purposes all or any of the liberties and easements following; (that is to say,)

Easements to be granted by such 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 or convenience of the estate:

(b.) Liberty to make, lay, or use in any part of the Manchester estates any sewers, drains, pipes, and watercourses, and other conveniences:

(c.) Liberty to dig and take in and out of any of the lands leased any stone, clay, gravel, or other substances, with or without restriction as to the place where the same shall be used or the mode in which the same shall be dealt with:

(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, erections, or constructions on the lands leased, and to apply and dispose of the materials thereof to any purposes agreed on:

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- (f.) Liberty to alter any building, erection, or construction comprised in the lease, but with the privity and to the satisfaction of the lessors, or of such other person or persons as the lessors may name, or their surveyor or agent:
- (g.) Easements of ways, waters, drainage, lights, and support, and other easements affecting any part of the Manchester estates:
- (h.) Any other liberties and easements usual or proper in like cases.

Reservation  
in leases.

11. There may be made by the leases for building or improving purposes all or any of the reservations following; (that is to say,)
- (a.) Reservation of right or power to make, lay, or use, and grant the use of in the land leased any pavement, flagging, 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.) 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 lessors may think reasonable, including a charge by way of security for any monies expended by the lessors in or about paving, flagging, sewerage, or draining any part of the land leased.

Covenants  
in leases.

12. There shall be contained in every lease for building or improving purposes such of the covenants and powers 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 landlords and tenants taxes, rates, assessments, compositions, and impositions whatsoever affecting or to affect the lands leased, the landlords property tax excepted:
  - (c.) A covenant to build, make, and finish within a time therein specified, and afterwards to keep in repair during the term, the houses or other buildings, erections, or constructions (if any) agreed to be made:
  - (d.) A covenant to improve within a time therein specified, and afterwards to keep in repair during the term, the houses or other buildings, erections, or constructions (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

therein within a time therein specified a sum therein specified: A.D. 1869.

- (f.) A covenant to yield up on the expiration or sooner determination of the term the possession of the lands leased, with the houses or other buildings, erections, constructions, and improvements thereon in good repair and condition:
- (g.) A power for the lessors or some person or persons to be from time to time named by them to enter and receive the rents and profits of the premises in case of nonpayment for thirty days of the rent reserved.

**13.** Any lease under this Act for building or improving purposes may contain any covenants, conditions, and provisions which the lessors may think reasonable, and which are not inconsistent with or tending to defeat any covenant, condition, or provision by this Act required to be contained therein. Further covenants, &c. may be granted.

**14.** Edward Lloyd's trustees and George Lloyd's trustees respectively may from time to time enter into contracts in writing for granting any leases in accordance with this Act, and the contracts may contain all such terms and conditions as the respective trustees think advantageous, and Edward Lloyd's trustees and George Lloyd's trustees respectively may from time to time alter, rescind, and abandon, either on terms or gratuitously, as they think advantageous, any such contracts or any of the terms or conditions thereof. Power to enter into contracts for granting building leases.

**15.** Every contract under this Act for a lease shall with all convenient speed, unless previously rescinded or abandoned, be carried into effect by a lease or leases in accordance with this Act. Contracts to be carried into effect by leases.

**16.** Edward Lloyd's trustees and George Lloyd's trustees may from time to time confirm any lease purporting to be granted under this Act in any case in which for some 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 or ought to have been reserved by and contained in the defective lease. Power to confirm leases granted under powers of Act.

**17.** Edward Lloyd's trustees may sell or exchange for any other hereditaments in England or Wales all or any part of Edward Lloyd's own moiety of the Manchester estates, and George Lloyd's trustees may sell or exchange for any other hereditaments in England or Wales all or any part of Edward Lloyd's trust moiety of the Manchester estates; they may respectively on any such sale or exchange give or receive any rights of way or other ease- Power to trustees to make exchanges.

A.D. 1869. —  
ments, and on any such exchange any money for equality of exchange, and may sell in such lots and to such persons as they may respectively think proper, and may sell or exchange subject to such conditions, whether ordinary or special, and in such manner in all respects consistently with the provisions of this Act as they may respectively think proper, and they may respectively buy in at auctions and rescind on terms or gratuitously contracts for sale or exchange, and re-sell and re-exchange without being responsible for consequent loss, and may make, execute, and do all such agreements, assurances, acts, deeds, and things as they may respectively think requisite for the purposes of the sales or exchanges.

Consideration for sales.

18. Any sale made in exercise of the powers of this Act may be made in consideration of the largest gross sum of money that can be reasonably obtained, or in consideration of the largest perpetual rentcharge that can be reasonably obtained, or partly in consideration of a gross sum of money and partly in consideration of a perpetual rentcharge.

As to rent-charges in consideration for sales under Act.

19. Every rentcharge forming the consideration or part of the consideration for any sale made in exercise of the powers of this Act shall be made payable out of the entirety of the land or other hereditaments the subject of the sale, or out of other freehold hereditaments of sufficient value by half-yearly payments, and without deduction, and shall be secured by a power of distress in case of rent being in arrear, and in case of nonpayment for thirty days by a power of entry upon and perception of the rents and profits of the property sold, and by the covenant of the purchaser for payment thereof.

Covenants in assurances on sales under Act.

20. Every assurance executed on a sale made or effected in exercise of the powers of this Act when the consideration shall be wholly or partly a rent charged solely on the property sold shall contain the following covenants by the purchaser:

- (a.) To build, make, and finish within a time therein specified, and afterwards to keep in repair, the houses or other buildings, erections, or constructions which may be agreed to be made and built:
- (b.) To improve within a time therein specified and to keep in repair any houses or other buildings, erections, or constructions which may be agreed to be improved:
- (c.) To make within a time therein specified any other improvement which may be agreed to be made, or to expend thereon within a time therein specified a sum therein agreed to be expended.



21. Every such assurance as lastly before mentioned may contain any covenants, conditions, and provisions which the grantors may think reasonable, and which are not inconsistent with or tending to defeat any covenant, condition, or provision by this Act required to be contained therein.

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Assurances may contain other covenants.

22. In the exercise of the powers of leasing and selling, and exchange under this Act, any minerals, rights, easements, or privileges whatever, out of, in, through, over, upon, or under all or any part of the premises leased, sold, or exchanged may be reserved, and the surface may be leased, sold, or exchanged apart from or with any part of the subsoil of any lands, or of any share of any lands forming part of the estates, or the subsoil may be leased, sold, or exchanged apart from or with any part of the surface of any lands, or the share of any lands forming part of the estates, and any estate or interest less than the entire fee simple in any lands or in any share of any lands forming part of the estates may be sold or exchanged.

Provision for reservation of minerals.

23. Edward Lloyd's trustees may exercise the powers of leasing and selling and exchanging conferred by this Act, either as to Edward Lloyd's own moiety of the Manchester estates alone or in conjunction with the persons or person entitled as trustees or a trustee or otherwise to Edward Lloyd's trust moiety of the Manchester estates at an entire price or rent, and George Lloyd's trustees may exercise the powers of leasing and selling and exchanging conferred by this Act, either as to Edward Lloyd's trust moiety of the Manchester estates alone or in conjunction with the persons or person entitled as trustees or a trustee or otherwise to Edward Lloyd's own moiety of the Manchester estates at an entire price or rent.

Trustees for executing Act may, in conjunction, exercise powers of leasing, &c.

24. In case Edward Lloyd's trustees their heirs or assigns, and George Lloyd's trustees their heirs or assigns, respectively, shall deem it necessary or expedient, from any cause whatsoever, that any land which under the exercise of the powers herein contained may have been demised or conveyed by them upon or subject to any rent shall be taken back, they are hereby empowered to take a surrender or re-conveyance thereof, upon such terms as they shall see fit.

Trustees may take surrenders.

25. Edward Lloyd's trustees and George Lloyd's trustees may concur with each other, or either Edward Lloyd's trustees or George Lloyd's trustees may concur with the person or persons for the time being seised of or entitled to dispose of any undivided share or shares of the estates or any part of them in making a partition of the estates or of any part of them, and may give or receive any

Power to make partition of estates.

A.D. 1869. money for equality of partition, and make any such partition upon any terms or conditions and in such manner as they may think proper, and for the purpose of effectuating such partition or any arrangement relating thereto may convey or otherwise assure the undivided share or shares as may be thought expedient, and generally for the purposes aforesaid may execute and do all such assurances and things as the respective trustees may think fit.

Conveyances, &c. to pass the legal estate.

**26.** Every lease, sale, conveyance, exchange, partition, or other assurance made or executed in exercise of any of the powers contained in this Act shall, where no intention to the contrary shall appear, pass the legal estate in the property expressed to be leased, sold, conveyed, or exchanged, partitioned, or otherwise assured.

Hereditaments acquired under powers of Act to be subject to trusts of will.

**27.** The hereditaments which shall upon any sale, partition, exchange, lease, surrender, or reconveyance be taken, reserved, or otherwise acquired by Edward Lloyd's trustees shall be subject to such trusts, intents, and purposes, powers, provisoes, and declarations as under or by virtue of the said will of the said Edward Lloyd, and to such powers and provisions, including powers of sale, partition, exchange, lease, surrender, and reconveyance, as under or by virtue of this Act shall be subsisting or capable of taking effect concerning Edward Lloyd's own moiety of the Manchester estates, and the hereditaments which shall upon any sale, partition, exchange, lease, surrender, or reconveyance be taken, reserved, or otherwise acquired by George Lloyd's trustees shall be subject to such trusts, intents, and purposes, powers, provisoes, and declarations as under or by virtue of the said will of the said George Lloyd, and to such powers and provisions, including powers of sale, partition, exchange, lease, surrender, and reconveyance, as under or by virtue of this Act shall be subsisting or capable of taking effect concerning Edward Lloyd's trust moiety of the Manchester estates.

Application of monies received by trustees.

**28.** The monies received by Edward Lloyd's trustees and George Lloyd's trustees, or either of them, upon any sale or partition, or for equality of exchange, under the provisions of this Act, and any gross sum received on any lease made pursuant to this Act, shall be applied by the trustees receiving them as follows :

(a.) In the first place in or towards payment of the expenses occasioned by or incidental to the preparing for, making, and completing the sale, partition, exchange, or lease or the receipt of the monies :

(b.) In the next place in or towards discharging the principal and interest monies owing upon or by virtue of any mortgage or incumbrance of or affecting the hereditaments sold, partitioned, exchanged, or leased, unless the sale, partition,

or exchange was made subject to the mortgage or incumbrance : A.D. 1869.

- (c.) In the next place in giving effect to and carrying out any of the powers or provisions of this Act, and the surplus of the monies shall (but subject to the provisions of this Act for payment of costs, charges, and expenses) be invested in the purchase of freehold or copyhold or customary hereditaments in England or Wales to be conveyed to the trustees so purchasing, upon the trusts and for the intents and purposes, and with, under, and subject to the powers, provisoes, and declarations, including the powers and provisions created by the present Act, on or subject to which the hereditaments from the sale, partition, exchange, or lease of which the said monies arose would then have been held, if the same had not been sold, or such of the said trusts, intents, and purposes, powers, provisoes, and declarations as may then be subsisting or capable of taking effect :
- (d.) Until the surplus monies are so invested the trustees by this Act authorized to invest the same in hereditaments may invest the same in their names respectively in the public stocks or funds, or at interest on Government or Parliamentary securities, or on mortgage of any freehold or copyhold or customary fee simple estates, or upon any securities upon which monies under the control of the Court of Chancery may for the time being lawfully be invested, 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 net rents and profits of the hereditaments to be so purchased.

**29.** Every receipt in writing from time to time given by Edward Lloyd's trustees or George Lloyd's trustees for any money received by them respectively under this Act shall be a legal and conclusive discharge to the person paying the same, and effectually release them respectively from all liability, claims, and demands in respect thereof. Receipts of trustees to be sufficient discharges for monies received.

**30.** Edward Lloyd's trustees and George Lloyd's trustees respectively may employ such surveyors, valuers, accountants, clerks, solicitors, agents, and other persons as they think proper for better enabling them to execute any of the powers created by 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 they respectively may think reasonable. Empowering trustees to employ surveyors, &c.

A.D. 1869.

Costs of Act  
how to be  
paid.

**31.** Edward Lloyd's trustees and George Lloyd's trustees, from time to time as occasion requires, may provide for and pay in equal shares, by and out of any monies coming to their hands by virtue of this Act, all the costs, charges, and expenses of or incident to the preparing and applying for and the obtaining and passing of this Act.

Provision for  
taxing costs.

**32.** Her Majesty's High Court of Chancery from time to time, upon petition or motion in a summary way or summons, may make such orders as the court may think just for allowing, taxing, and settling any costs, charges, and expenses from time to time payable under this Act, and for payment in equal shares of the costs, charges, and expenses out of the monies coming to the hands of Edward Lloyd's trustees and George Lloyd's trustees respectively by virtue of this Act.

Indemnity to  
trustees.

**33.** Edward Lloyd's trustees and George Lloyd's trustees respectively, and their respective heirs, executors, and administrators, shall be charged for such monies only as they respectively 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 and reimburse themselves respectively, and allow to the others of them respectively all costs, damages, and expenses which they respectively may pay or incur in or about the carrying of this Act into execution.

Act of  
23 & 24 Vict.  
c. 145. to  
apply to  
trustees  
under this  
Act.

**34.** The twenty-seventh section of the Act passed in the twenty-fourth year of the reign of Her present Majesty, cap. 145, intituled "An Act to give to trustees, mortgagees, and others certain powers now commonly inserted in settlements, mortgages, and wills," shall be deemed and taken to apply to the trusteeship of Edward Lloyd's own moiety of the Manchester estates," and also to the trusteeship of "Edward Lloyd's trust moiety of the Manchester estates" respectively: Provided that every new trustee of either moiety of the said estates shall be appointed with the approbation of the Court of Chancery, and in any case not provided by the said Act the said Court of Chancery shall have power from time to time to appoint new trustees of either moiety of the said estates in a summary way, upon petition or motion, or summons at chambers.

General  
saving.

**35.** 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, adminis-

trators, 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 Manchester 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. A.D. 1869.

**36.** The persons following, 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.) George William Lloyd :
- (b.) Henry John Greame Lloyd :
- (c.) Rosabelle Susan Lloyd :
- (d.) Georgina Rosabelle Lloyd :
- (e.) Edith Maria Greame Lloyd :
- (f.) Cecil Mary Lloyd :
- (g.) Yarburgh Gamaliel Lloyd Greame and Yarburgh George Lloyd Greame as trustees of the Manchester estates under the will of George Lloyd and Edward Lloyd respectively :

(h.) Every person hereafter being a trustee under the will of Edward Lloyd :

(i.) Every person hereafter being a trustee under the will and codicil of George Lloyd of the moiety of the Manchester estates devised by his codicil to Edward Lloyd upon trust for the said George William Lloyd and Henry John Greame Lloyd ; and

(k.) George John Yarburgh and Yarburgh Gamaliel Lloyd Greame as executors of the will of the late George Lloyd and every person hereafter being executor of the said will :

(l.) George John Yarburgh as guardian of the said George William Lloyd, Henry John Greame Lloyd, Georgina Rosabelle Lloyd, Edith Maria Greame Lloyd, and Cecil Mary Lloyd, appointed for the purpose of consenting to this Act.

**37.** 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 SCHEDULE referred to in the foregoing Act.

Township.	Tenants.	—			—			—
		A.	R.	P.	£	s.	d.	
Township of Chorlton-cum-Hardy	James Whitelegg - -	80	3	0	200	0	0	
	Thomas Holland's executor	70	2	0	200	0	0	
	Thomas Gresty - -	13	0	28	50	0	0	
	Thomas Wilde - -	6	1	27	46	0	0	
	John Gresty - -	5	0	20	20	0	0	
	William Chesshyre - -	16	0	0	46	0	0	
	John Beswick - -	5	0	6	20	0	0	
	Captain Palin - -	5	2	29	15	0	0	
	New Longford Club - -	1	2	17	32	9	8	
	John Holt - - -				7	11	0	
	Mary Bentley - - -	0	0	32	6	7	6	
	Joseph Taylor - - -				6	9	6	
	Henry Brundrett - - -				5	0	0	
	Mrs. Radford - - -	1	1	0	4	0	0	
	Township of Moss-side	G. Grantham's executors - -	0	3	0	2	7	0
Anthony Flint - - -		66	2	0	208	0	0	
Anthony Flint - - -		27	0	0	27	0	0	
Peter Walker - - -		0	0	1	15	0	0	
John Melling - - -		40	0	0	120	0	0	
James Swan - - -		4	0	0	16	0	0	
William Irlam - - -		0	2	0	20	0	0	
William Macallister - -		0	1	1	40	0	0	
William Thompson, house and garden - - -		-	-	-	87	0	0	
G. H. Midwood, house and garden - - -		-	-	-	80	0	0	
Moss-Side Bowling Club - -		1	2	0	10	0	0	
George Lea, garden - -		-	-	-	1	17	1	
Building site - - -		2	0	0	-	-	-	not tenanted.
Township of Chorlton-upon-Medlock	Building site - - -	3	0	0	-	-	-	not tenanted.
Township of Withington	John Broadie - - -	69	1	0	188	0	0	
				£	1,474	1	9	