



CHAP. 7.

An Act to grant further powers of leasing and other powers to the Rector of the Parish Church of Wigan in the county palatine of Lancaster in relation to the Glebe Lands belonging to the Rectory ; and for other purposes. A.D. 1871.

[14th August 1871.]

WHEREAS the Honourable and Reverend George Thomas Orlando Bridgeman, Clerk, Master of Arts, is rector of the rectory and parish church of Wigan in the county palatine of Lancaster, and is in right of the said rectory and parish church seised of certain glebe lands situate in the parish of Wigan and elsewhere :

And whereas by an indenture dated the 29th day of April 1844, and expressed to be made between the Right Honourable George Augustus Frederick Henry (then) Earl of Bradford of the first part, the Honourable Orlando George Charles Bridgeman, commonly called Viscount Newport, of the second part, the Honourable Selina Louisa Forester, spinster, of the third part, the Right Honourable James Andrew Earl of Dalhousie and the Right Honourable Edward James Herbert, commonly called Viscount Clive, of the fourth part, the Honourable George Anson and Edward George Childe, Esquire, of the fifth part, the Right Honourable John George Weld Lord Forester and the Reverend William Bridgeman Simpson of the sixth part, and the said Viscount Clive, Robert Clive, Esquire, and Edward Bailey, gentleman, of the seventh part, being a settlement made in consideration of the marriage shortly after solemnized between the said Viscount Newport and Selina Louisa Forester, after reciting that the said George Augustus Frederick Henry, then Earl of Bradford, was seised in fee simple of the manors, advowsons, and hereditaments therein mentioned or referred to, the advowson of the said rectory was with other hereditaments assured and limited from and after the solemnization of the said marriage (subject to certain annual sums thereby limited which have determined or ceased to be payable, and to a term of

Indenture
dated 29th
April 1844.

A.D. 1871. — years thereby limited for securing the same) to the use of the said Earl of Bradford for his life, with a limitation to trustees to preserve contingent remainders, with remainder to the use of the said Viscount Newport for his life, with a limitation to trustees to preserve contingent remainders, with remainder to the use that the said Selina Louisa Forester should in the respective events therein mentioned after the decease of the survivor of the said Earl of Bradford and Viscount Newport and thenceforth during her life receive the respective alternative annual sums therein mentioned which have since been released, and subject thereto and to a term of years thereby limited upon the trusts therein mentioned to the use of the first and every other son of the said Viscount Newport by his then intended, and every or any future marriage severally and successively in tail male with divers remainders over :

And whereas the said Earl of Bradford died on the 22nd day of March 1865, and thereupon the said Viscount Newport became Earl of Bradford :

And whereas George Cecil Orlando Bridgeman, commonly called Viscount Newport, is the first-born son of the said Orlando George Charles, now Earl of Bradford, by the said Selina Louisa, now Countess of Bradford, and attained the age of twenty-one years on or about the 3rd day of February 1866 :

Indenture
dated 30th
July 1866.

And whereas by an indenture dated the 30th day of July 1866, and duly enrolled in the High Court of Chancery on the 10th day of August 1866, and made between the said Orlando George Charles Earl of Bradford of the first part, the said Edward James Viscount Clive, by his then title of Earl of Powis, and the Honourable and Reverend John Robert Orlando Bridgeman, of the second part, the said George Cecil Orlando Viscount Newport of the third part, the said Edward Bailey of the fourth part, and the said Earl of Powis and John Robert Orlando Bridgeman of the fifth part, the said Earl of Bradford did grant and confirm, and the said Earl of Powis and John Robert Orlando Bridgeman as such trustees as therein mentioned did grant, and the said Viscount Newport, with the consent of the said Earl of Bradford as protector of the settlement, did grant, dispose of, and confirm unto the said Edward Bailey and his heirs the said advowson with other hereditaments, to hold the same unto the said Edward Bailey and his heirs, subject as therein mentioned, but discharged from the estate in tail male and all other estates tail of the said Viscount Newport and all remainders, reversions, estates, rights, titles, interests, and powers to take effect after the determination or in defeazance of such estate in tail male or estates tail to such uses as the said Earl of Bradford and Viscount Newport should by deed jointly direct, limit, or appoint :

And whereas by an indenture dated the ninth day of August 1869, and expressed to be made between the said Orlando George Charles Earl of Bradford of the first part, the said George Cecil Orlando Viscount Newport of the second part, the said Countess of Bradford of the third part, the Right Honourable Richard George Earl of Scarbrough and the Right Honourable Lady Ida Frances Annabella Lumley, a daughter of the said Earl of Scarbrough and an infant under the age of 21 years, of the fourth part, the said Earl of Powis and the said John Robert Orlando Bridgeman of the fifth part, the said Lord Forester and the said William Bridgeman Simpson of the sixth part, the said John Robert Orlando Bridgeman and the Reverend Edmund Wolryche Orlando Bridgeman of the seventh part, the Honourable William Thomas Orde Powlett and Alfred Manners Drummond of the eighth part, the Honourable Francis Charles Bridgeman and the Honourable Gerald Orlando Manners Bridgeman of the ninth part, and Sir William Mordaunt Milner, Baronet, and Orlando John George Bridgeman Simpson, Esquire, of the tenth part, and duly acknowledged by the said Countess of Bradford, being a settlement made in consideration of the marriage then intended between the said Viscount Newport and Lady Ida Frances Annabella Lumley, the said Earl of Bradford and Viscount Newport did direct, limit, and appoint that in case the said intended marriage should be solemnized within six calendar months from the date of the indenture now in recital; the said advowson with other hereditaments (subject as therein mentioned) should immediately after the execution of the same indenture by them, the said Earl of Bradford and Viscount Newport, remain and be (subject to certain yearly rentcharges thereby limited to the said Viscount Newport and Lady Ida Frances Annabella Lumley, and to certain terms of years thereby limited for securing the same respectively,) to the use of the said Earl of Bradford during his life in restoration of the estate for his life limited to him by the said indenture of settlement of the 29th day of April 1844, with remainder to the use that if the said Countess of Bradford should survive the said Earl of Bradford then she might thenceforth receive during her life the yearly rentcharge therein mentioned, and subject thereto and to the term of years thereby limited for securing the same to the use of the said Viscount Newport during his life, with remainder to the use of trustees for a term of years upon the trusts therein mentioned, and subject thereto to the use of the first and every other son of the said intended marriage severally and successively in tail male, and in default of such issue to such uses, upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as the said Earl of Bradford and Viscount Newport should by

A.D. 1871.
 Indenture
 dated 9th
 Aug. 1869.

A.D. 1871. deed jointly appoint, with divers remainders over in default of such appointment, and with the ultimate remainder to the use of the said Viscount Newport, his heirs and assigns for ever :

And whereas the said George Cecil Orlando Viscount Newport and Lady Ida Frances Annabella Lumley were married on the 7th day of September 1869, and there is no male issue of such marriage :

And whereas the Right Reverend Father in God William Jacobson, by divine permission Lord Bishop of the Diocese of Chester, is ordinary of the said rectory and parish church :

7 W. 4. &
1 Vict. c. 24.
(Private.) And whereas an Act was passed in the first year of Her Majesty, intituled "An Act to enable the Rector of the parish of Wigan in "the county palatine of Lancaster to grant leases of the mines "and building leases subject to ground rents of the glebe lands "belonging to the said rectory, and for other purposes," which Act is herein-after referred to as "The Wigan Rectory Glebe Act, 1837:"

And whereas, pursuant to the power conferred by the said Act, the full amount thereby authorised to be borrowed on mortgage was so borrowed and has been repaid with all interest out of moneys arising from the six seventh parts of the rents reserved on mining leases granted under the powers of the said Act as therein directed :

And whereas part of the surplus of the money arising as aforesaid has been invested as directed by the said Act in the purchase of lands which have been assured unto and to the use of the Rector of the said rectory and his successors :

And whereas the balance of such surplus on the first day of March one thousand eight hundred and seventy-one consisted of the Exchequer bills and cash to the respective amounts mentioned in Schedule (A.) to this Act standing to the credit of an account opened in the books of the governor and company of the Bank of England in the name of the Accountant General of the High Court of Chancery, intituled "Ex parte the Rector of Wigan Mine "Account," pursuant to the said Act :

And whereas the powers of granting building leases conferred by the said Act do not, so far as regards lands in Lancashire, authorise the creating of terms of sufficient length, having regard to the usual custom of the district, to induce persons to incur the expense of erecting buildings or making valuable improvements, and it would be of great benefit to the living if power were conferred on the Rector to grant leases of sufficient duration for the purpose aforesaid :

And whereas the rectory house and the outbuildings belonging thereto are in such a condition as to require an expenditure thereon of a sum of four thousand pounds or thereabouts in order to render the same a fit and commodious residence for the Rector, and it would

be for the benefit of the living that power should be given for raising forthwith the necessary sum for such expenditure by mortgage as herein-after mentioned : A.D. 1871.

And whereas it is desirable that the provisions of the said Act in relation to investment of moneys should be varied in manner herein-after appearing :

And whereas on the twenty-sixth day of June one thousand eight hundred and seventy-one the agreement between the said George Thomas Orlando Bridgeman of the first part, the said Orlando George Charles Earl of Bradford of the second part, and the mayor, aldermen, and burgesses of the borough of Wigan as the local board of health for the said borough and district of the third part, whereof a copy is contained in Schedule (D.) to this Act, was made, and it is thereby provided that, except as therein excepted, the agreement shall only take effect in the event of the same being confirmed by Parliament during the present session ; and it is expedient that the said agreement should (subject to the variations herein-after contained) be confirmed :

And whereas it is expedient that the other powers herein-after contained should be conferred :

And whereas the purposes aforesaid cannot be effected without the authority of Parliament : Therefore Your Majesty's most dutiful and loyal subjects the said Earl of Bradford, the patron of the said rectory, the said Lord Bishop of Chester, the ordinary of the said rectory, and the said George Thomas Orlando Bridgeman, the rector thereof, do most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. This Act may for all purposes be cited as "The Wigan Rectory Glebe Act, 1871." Short title.

2. "The Wigan Rectory Glebe Act, 1837," is hereby repealed : Provided that the repeal of that Act shall not affect the validity, effect, or consequences of any instrument or thing already made or done. Repeal of
7 W. 4. &
1 Vict. c. 24.
(Private.)
Saving.

3. In this Act the expressions "the Rector" and "the patron" shall respectively mean the Rector and patron respectively for the time being of the rectory and parish church of Wigan in the county palatine of Lancaster ; the expression "the corporation of Wigan" shall mean the mayor, aldermen, and burgesses of the borough of Wigan ; and the word "mines" shall mean mines, delfs, quarries, beds, veins, and seams of coal, cannel, or other minerals. Interpre-
tation of
terms.

A.D. 1871.

Power to
grant mining
leases.

4. Subject to the exception herein-after contained, the Rector may from time to time by deed lease all or any of the mines (opened or unopened) in or under all or any of the glebe land comprised in Schedule (B.) to this Act, and also any part of the same glebe land with the appurtenances which it is thought expedient to lease with such mines for better and more effectually working the same, for any term of years not exceeding thirty-one years, to take effect in possession, or within three years from the date of the lease, together with full and free liberty, license, power, and authority for all or any of the following purposes ; namely,

To dig, search for, take, get, use, and dispose of all coal, cannel, and other minerals whatsoever, and the ores thereof respectively, found in or upon or in winning or working the same mines :

To sink, drive, carry, work, and make grooves, pits, shafts, tunnels, drifts, soughs, drains, trenches, sluices, waygates, watergates, and watercourses :

To lay down, construct, and use waggonways, railroads, tramways, and other ways or roads :

To erect furnaces, fire-engines, steam-engines, or other erections or contrivances, and to use all other lawful ways and means, whether of present use or future invention, for finding, discovering, winning, working, procuring, and conveying coal, cannel, or other minerals, or the ores thereof respectively, out of and from the said mines, and for bringing and carrying water for working the machinery of the said mines, and for avoiding and carrying away water, foul air, and stench from and out of the same mines :

Full and free liberty of outstroke and instroke into or from any adjoining or other mines, pits, shafts, or workings, either for the purpose of working the mines under adjoining land, or for the purpose of working the mines leased, or any of them, through the mines under adjoining land :

Full and free liberty, license, power, and authority to take and use sufficient ground-room, heap-room, and pit-room for laying and placing, converting into coke, smelting, calcining, working, and otherwise manufacturing the minerals, rubbish, and refuse to proceed from or be wrought, dug, or gotten out of the said mines or out of any furnaces or other works to be comprised in the lease, or to be erected as aforesaid, or which may be raised or brought from other mines, land, or works :

Full and free liberty, license, power, and authority to erect, build, set up, pull down, alter, hold, occupy, and enjoy in any convenient place or places on any part of the land comprised in the said Schedule (B.), and near any of the said mines so to be

leased, all such houses, cottages, hovels, lodges, store-rooms, heap-rooms, sheds, walls, fences, or other buildings, steam and other engines, machinery, and contrivances, whether of present use or future invention, waggonways, railroads, tramways, and other ways or roads, with such yards, gardens, and curtilages, storeyards or places, as are from time to time needful or convenient for the more convenient enjoyment and working of the said mines or any other mines, or for the habitation or convenience of workmen, or for storing, standing, laying, or placing of works and utensils and minerals or produce to be respectively employed, used, or gotten in or about the same mines respectively : A.D. 1871.

Full and free liberty, license, power, and authority from time to time to remove, take, and carry away all or any of the steam and other engines, furnaces, buildings, erections, waggonways, railroads, tramways, and other machines at the will and pleasure of the lessee, his executors, administrators, or assigns :

Full and free liberty, license, power, and authority to dig clay or brick earth, and make bricks thereof, and to dig and get peat, stones, sand, gravel, and spar for erecting, building, and repairing such houses or other buildings, walls, and fences :

And all other liberties, licenses, authorities, privileges, and easements in, upon, out of, under, or over any of the land comprised in the said Schedule (B.) necessary or deemed expedient for, in, or about the winning, working, obtaining, getting, rendering merchantable or marketable, smelting, or otherwise manufacturing, storing, laying up, taking and carrying away, or disposing of the coals, cannel, and other minerals, and the ores thereof, found in the said mines or in, under, or upon any of the said land, or which may be raised or brought from any other mines, land, or works, whether such liberties, licenses, authorities, privileges, and easements are of the like nature with those herein-before mentioned or otherwise :

So as upon every lease there be reserved and made payable, yearly or oftener during the continuance thereof, the best or most improved yearly rent, royalty, tolls, dues, or other reservations, in money fixed and certain, or by the acre, ton, or otherwise, or ascertained in all or any of such ways, which can be reasonably had or gotten for the same, without taking any fine or premium for the making thereof; but in case any such lease be made on the surrender of a former lease the value of the lessee's interest under the surrendered lease may be taken into account in fixing the terms of the new lease, and any such reservations may be subject to any allowances or deductions which are thought reasonable and are in accordance with the custom of the district; and no such covenants, conditions,

A.D. 1871. — provisoes, reservations, and restrictions as herein authorised shall be deemed in the nature of a fine or premium :

And so as in each lease there be contained a power of re-entry for nonpayment of the rent, or reservations thereupon to be reserved, within a reasonable time to be therein limited :

And so as the lease of all land to be leased with any mines be made to cease with the lease of the same mines :

And so as the respective lessees do execute counterparts or duplicates of their respective leases, and enter into such covenants as the lessor deems expedient for working and managing the same mines, and for rendering the same as productive of rent as circumstances permit, and for duly paying the rent and reservations therein reserved :

And in any such lease may be contained powers for the lessee to make up the short workings of any year or years in any future year or years without further payment, and any exceptions, reservations, covenants, agreements, provisoes, or stipulations whatsoever usual in leases granted of mines in the same district, or which, though not usual in such leases, may be deemed necessary or expedient for providing for the due working and management or the advantageous letting of any mines or any works belonging thereto, or which may be otherwise proper in relation to the same, so that the same be not inconsistent with or tend to defeat the effect of the covenants or provisions herein-before respectively directed to be inserted therein :

And by any lease granted under the present power it may be agreed that the lease shall be determinable by the lessee, his executors, administrators, or assigns, at any time or in any case to be specified in that behalf, on giving such notice of desire to determine the same as in such lease prescribed, and on payment on or before the expiration of such notice of all the rents, reservations, and other sums of money which up to that time have become payable under such lease, yet so nevertheless that in case the lease give to the lessee, his executors, administrators, or assigns, such power as aforesaid to determine the same, it shall also provide that the determination of the lease by notice as aforesaid shall not prejudice any right of action or other remedy which at the time of the determination of such lease may be subsisting against the lessee, his executors, administrators, or assigns, by reason of any breach then already committed of any of the covenants on the lessee's part in such lease contained :

And it may in any such lease be stipulated that the lessee shall expend a given sum, or shall not be obliged to expend more than a given sum, within any time to be in such lease specified, in or about working or searching for any mines to be comprised in such lease ;

and it may in such lease be agreed that all or any questions which may arise touching the construction, effect, incidents, or consequences of the same may be referred to and decided by arbitration in manner prescribed by such lease :

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And any such lease may be made in conjunction with persons entitled to or empowered to let other land or mines which it may be thought expedient to comprise in one and the same lease, and may be made at an entire rent for the whole, or at separate rents in respect of different portions, of the land or mines leased, and the covenants and conditions of the lease may be apportioned and made applicable to such different portions, and generally such lease may be made in such manner as may be thought fit, having regard to the restrictions of this Act.

5. The Rector may from time to time enter into and accept any new covenants, stipulations, and other provisions in relation to any mines leased either under this Act or "The Wigan Rectory Glebe Act, 1837," or any land, liberties, licenses, authorities, privileges, or easements connected therewith, with and from any person for the time being entitled to the benefit of any lease made of such mines by way of addition to or explanation or alteration of all or any of the covenants, stipulations, or provisions in such lease contained, yet nevertheless so that such lease when so added to, explained, or altered be conformable to the requirements of this Act, and so that the lessee execute a counterpart of every deed to be executed in pursuance of this provision.

Power to vary terms of mining leases.

6. The rents or other reservations reserved to the Rector by any leases (whether already granted under "The Wigan Rectory Glebe Act, 1837," or to be granted under this Act) of the said mines (other than surface rents or royalties or other payments paid or made in respect of liberties or privileges of winning, getting, carrying away, bringing to surface, or otherwise in relation to coals, cannel, or other minerals, or the ores thereof, to be won, gotten, or brought from other mines, land, or works,) shall from time to time when and as the same respectively become payable be paid by the respective lessees in manner following; (that is to say,) one equal seventh part thereof unto the Rector for his own use, and six equal seventh parts thereof into the Bank of England in the name and with the privity of the Accountant General of the High Court of Chancery, to be there placed to the account intituled "Ex parte the Rector of Wigan Mine Account," pursuant to the method prescribed by the Act of the twelfth year of King George the First, chapter thirty-two, and the general orders of the said court, and without fee or reward.

Payment of the rents reserved in existing and future leases of mines.

A.D. 1871.

Receipt of cashier of bank, &c. to be a discharge.

7. The receipt of any cashier of the Bank of England for the six sevenths by this Act directed to be paid into the Bank of England of the said rents or other reservations, and the certificate of the said Accountant General annexed to the same, and filed therewith in the register office of the said court, shall be an effectual discharge for the money therein respectively acknowledged to be received, and after filing such certificate and receipt the person paying such money shall not be answerable for the misapplication or nonapplication, or be bound to see to the application thereof.

Power to borrow money for improving rectory house.

8. The Rector may, after having procured from some skilful and experienced workman or surveyor a certificate of the condition of the rectory house and outbuildings, and also a plan and estimate of the work proposed to be done (such certificate, plan, and estimate to be verified by declaration under the Act of the session holden in the fifth and sixth years of King William the Fourth, chapter sixty-two), and after application made to the said court, and an order made thereupon, borrow at interest such sum of money as the said estimate amounts to, not exceeding four thousand pounds, and as a security for the money so to be borrowed, mortgage to the persons advancing the same so much of the parts by this Act directed to be paid into the Bank of England of the rents or reservations arising from the said mines herein-before authorised to be leased (and as well under leases already made as under leases to be hereafter made) as remains after the several payments by this Act directed to be made until the money so to be borrowed, with interest for the same, and such costs, charges, and expenses as may attend the recovery thereof, are fully paid and satisfied; and the interest due on any mortgage made under this enactment shall be ordered by the said court to be paid out of the moneys herein-before directed to be paid into the Bank of England, and (subject to the provisions of this Act concerning other payments out of the same moneys) any surplus then remaining of the said moneys shall be applied in discharging the principal money due on any such mortgage as the said court from time to time directs.

Form of mortgage.

Mortgage to be binding on successors.

9. Every such mortgage shall be made in the form contained in Schedule (C.) to this Act, or to the effect thereof, or as near thereto as the circumstances of the case admit; and such mortgage shall bind every succeeding rector of the parish church of Wigan until the principal and interest, costs, charges, and expenses are paid and discharged as fully and effectually as if such successor had executed the same.

Costs of mortgage how to be paid.

10. All costs, charges, and expenses incurred in making any such mortgage shall be paid out of the rents or reservations so mortgaged as aforesaid.

11. The surplus of the parts by this Act directed to be paid into the Bank of England of the said rents or reservations arising from the said mines, after answering as well the several purposes aforesaid as the other payments by this Act directed to be made thereout, shall be invested under the direction and with the approbation of the said court in the purchase of hereditaments to be settled, conveyed, surrendered, and assured unto and to the use of the Rector and his successors for ever, or in improving the glebe land or any part thereof by laying out the same for building purposes, or by erecting buildings or making other substantial or permanent improvements thereon, or in all or any of such ways.

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Surplus
rents to be
invested in
land, &c.

12. The powers and provisions of this Act applicable to the glebe land mentioned in the said Schedule (B.) shall extend to any hereditaments to be purchased under the enactment lastly herein-before contained, according to the situation thereof.

Power of
this Act to
extend to
heredita-
ments to be
purchased.

13. All moneys so paid into the bank as aforesaid, and all other moneys (if any) which may be paid or transferred under this Act or otherwise to the said account, shall, until otherwise applied or invested under the order of the said court according to other provisions of this Act, be invested in the name of the Accountant General of the said court in any of the stocks, funds, or securities in or upon which cash under the control of the said court is for the time being authorised to be invested, and three fourth parts of the interest or dividends of any stocks, funds, or securities in which investments are made under this Act shall be paid to the person who would be entitled to the rents of any hereditaments purchased with the moneys aforesaid and settled in pursuance of this Act if such moneys had been invested in the purchase of hereditaments, and the remaining one fourth part of such interest or dividends shall be invested as herein directed concerning moneys paid into the bank to the said account.

Interim in-
vestment.

14. The said court may, upon motion or petition to be preferred in a summary way, direct the conversion of any Exchequer bills now standing to the credit of the account opened under "The Wigan Rectory Glebe Act, 1837," into any such stocks, funds, or other securities as aforesaid, and until the conversion or other disposition of any such Exchequer bills the interest to accrue thereon after the passing of this Act shall be paid as herein directed concerning the interest and dividends of stocks, funds, or securities in which investments are made under this Act, but any such interest heretofore accrued and any money now standing to the credit of the said account shall be dealt with as if the same were money paid into the bank under this Act, and save as herein otherwise provided,

Provision as
to existing
Exchequer
bills and cash
now in court.

A.D. 1871. any such Exchequer bills and the moneys arising from the payment or sale thereof, and any stocks, funds, or securities in which any such moneys may be invested under this Act, shall be dealt with in like manner as if such Exchequer bills, stocks, funds, or securities had been purchased with moneys paid into the Bank of England under this Act.

Power to grant building and repairing leases.

15. The Rector may from time to time by deed lease any part of the glebe land comprised in the said Schedule (B.), except as herein-after excepted, to any persons who will covenant to build upon the same land any buildings, or to rebuild or otherwise repair or improve any of the buildings now erected or hereafter to be erected upon the said land, or to expend money in the improvement thereof, or who may have already built, rebuilt, repaired, improved, or expended money as aforesaid under any contract for a lease or any surrendered lease, whether valid or otherwise, for any term not exceeding in the case of land in Lancashire nine hundred and ninety-nine years, or in the case of land elsewhere ninety-nine years, to take effect in possession or within six calendar months after the date of the lease, and with or without liberty for the lessees to take down all or any part of the buildings on the premises leased and dispose of the materials thereof for any purposes agreed upon, and to lay out and appropriate convenient yards and gardens or pleasure grounds to be attached to the houses which may be built upon any part of the said land, with necessary or proper crescents, squares, open spaces, streets, ways, passages, and avenues for the more convenient, easy, and better occupation and enjoyment of the houses already erected or to be erected, or the general improvement of the estate, in such manner as in any such lease as aforesaid may be mentioned and agreed upon, and generally with and subject to such liberties, licenses, privileges, authorities, and easements as may be thought reasonable or convenient :

So as in every such lease there be reserved and made payable half-yearly or oftener during the continuance thereof the best and most improved yearly rent that can be reasonably had for the same, without taking any fine or premium for making the same lease, but no such covenants, conditions, provisoes, reservations, and restrictions as hereby authorised shall be considered in the nature of a fine or premium, and in case any such lease be made on the surrender of a former lease the value of the lessee's interest under the surrendered lease may be taken into account in fixing the terms of the new lease : Provided always, that a peppercorn rent or any smaller rent than the rent to be ultimately made payable may be made payable during any part of the first five years of the term granted by any such lease, and any nominal rent or smaller rent than the rent to be ultimately

payable may be made to increase periodically or otherwise during the said five years: A.D. 1871.

And so as the respective lessees do execute duplicates or counterparts of their respective leases, and therein enter into covenants for due payment of the rents thereby respectively reserved (not being a peppercorn or other merely nominal rent), and to pay all taxes, charges, assessments, and impositions affecting the premises, except landlord's property or income tax, and also to erect, improve, repair, or rebuild (as the case may require), (if not then already done,) within a time to be limited, and from time to time keep in repair the buildings to be erected, improved, repaired, or rebuilt on the premises leased, so that the same buildings may at all times during the continuance of the term remain of the annual value of at least double the yearly rent to be reserved over and above all reprises; and also covenants by the lessees respectively, when the buildings erected at the time of making such leases or then in course of erection or thereafter to be erected, by age or other means go to decay, fall down, or are destroyed, to rebuild and reinstate with good sound materials the same buildings respectively, so as to be of such clear annual value as aforesaid; and also covenants to keep the buildings erected, improved, repaired, or rebuilt on the land therein comprised (except any buildings which may be uninsurable) insured against loss or damage by fire to the amount of three fourths at least of the value in some office for insurance, to be from time to time approved by the Rector, and to lay out the money to be received by virtue of such insurance and all such other money as may be necessary in substantially rebuilding, repairing, and reinstating any buildings destroyed or damaged by fire, and to surrender possession of the premises leased in good repair and in such condition as may be consistent with the terms of the covenants in the respective leases at the expiration or sooner determination of the terms thereby to be granted respectively:

And so as in every such lease there be contained a power for the Rector, his surveyors and agents, to enter upon the premises leased and inspect the condition thereof, and a power of re-entry for nonpayment, within a reasonable time to be therein specified, of the rent thereby reserved (not being a peppercorn or other merely nominal rent), or for non-performance of any of the covenants therein contained on the part of the lessee, his executors, administrators, or assigns, and either with or without a proviso that no breach of the covenants therein contained (except the covenant for the payment of the rent, and such other covenants, if any, as may be in this behalf excepted) shall give any right of re-entry unless or until judgment has been obtained in an action for such breach of

A.D. 1871. — covenant, and unless the damages and costs to be recovered in such action have remained unpaid for three months after judgment has been obtained in such action :

And any such lease may also contain covenants by the lessee to make, keep in repair, ornament, and embellish, or to contribute towards the expenses of making and keeping in repair, ornamenting, and embellishing any crescents, squares, open spaces, streets, ways, passages, and avenues, or any sewers, drains, pipes, conduits, or other easements or conveniences in, upon, through, under, or over any parts of the glebe land, and may contain covenants by the lessor as to the mode in which any other parts of the said land shall be built upon, laid out, used, or improved :

And any such lease may also contain any covenants, agreements, powers, conditions, or restrictions, and whether or not usually inserted in leases of a similar description, which appear to the lessor reasonable, and especially if deemed expedient a power for the lessee, his executors, administrators, or assigns, to alter or reconstruct any building comprised in such lease, subject to such restrictions (if any) as to approval or otherwise as may be specified, and any provision for apportioning the rent to be reserved by such lease and for exonerating any part of the land comprised in such lease from the payment of any specified portion of the whole rent to be thereby reserved.

Power to convey in perpetuity land in Lancashire at rents.

16. The Rector may from time to time by deed convey the fee simple of any land hereby authorised to be leased for nine hundred and ninety-nine years, in the like cases, under the like rent, and subject to the like condition as to the execution of a duplicate or counterpart as in this Act provided with regard to leases for nine hundred and ninety-nine years, and under, with, and subject to reservations, covenants, agreements, powers, conditions, and restrictions similar to or (having regard to the different nature of a lease and a conveyance in fee simple) corresponding as nearly as they may with those by this Act required and authorised respectively in the case of such leases, so far as such reservations, covenants, agreements, powers, conditions, and restrictions respectively may be applicable in the case of a conveyance in fee with reservation of rent.

Power to lease for twenty-one years at rackrent.

17. The Rector may from time to time by deed lease all or any of the land comprised in the said Schedule (B.), except as hereinafter excepted, for any term of years absolute or determinable at the option of either party or of one party only, not exceeding twenty-one years, to take effect in possession or within six months next after the making of the lease, so as there be reserved the best yearly rent

which can be reasonably gotten without taking anything in the nature of a fine or premium, (but in case under this power any lease be made on the surrender of a former lease, the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease,) and so as there be contained in every lease a condition of re-entry for nonpayment, within a reasonable time to be therein specified, of the rent thereby reserved, and so as the lessee do execute a duplicate or counterpart thereof, and do thereby covenant for the due payment of the rent thereby reserved.

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18. Any lease or conveyance under this Act may be made subject to the exception or reservation of any mines already found or discovered, or to be found or discovered, and of timber growing or to grow on the land leased, and of liberties, licenses, authorities, privileges, and easements for working the same mines and getting and disposing of the minerals and other substances found therein, and of cutting, felling, and carrying away such timber, and otherwise in relation to the mines or timber reserved, and of any rights and easements whatsoever in, through, over, or under the same land, and may provide for the payment of compensation for injury or damage to be caused by the exercise of any such liberties, licenses, authorities, privileges, rights, and easements to such land, and the buildings or machinery thereon, or the beneficial occupation thereof respectively.

Leases or conveyances may be made subject to exception of mines and timber or easements.

19. The Rector may enter into any preliminary contracts for any leases he is authorised to grant or concur in granting, or any conveyances he is authorised to make, and rescind or vary the same and enter into fresh contracts, as may be found expedient, and the terms of any such contracts may be varied in the leases or conveyances.

Preliminary contracts for leases or conveyances.

20. Every lease and conveyance made under any of the provisions herein contained shall be deemed to be duly made although it may have been preceded by a contract which has not in all respects been duly observed, and whether such lease or conveyance do or do not purport to be made in pursuance of such contract, and notwithstanding any variation between such lease or conveyance and such preceding contract, so as such lease or conveyance be conformable to the provisions of this Act; and no such contract shall form any part of the title at law or in equity to such lease or conveyance, or the benefit thereof, although such contract be referred to therein.

Leases and conveyances to be good, though not agreeing with contracts, if conformable to the Act.

21. The Rector may accept a surrender of any lease made or purporting to be made under this Act or "The Wigan Rectory Glebe Act, 1837," or otherwise, of any of the said glebe land, or of any mines thereunder, which is within ten years of its expiration, or

Leases may be surrendered and leases or conveyances confirmed.

A.D. 1871. which being or being considered to be void or voidable for any cause is surrendered in order that a new lease may be granted for the remainder of the term granted or purporting to be granted by the surrendered lease, and any person holding such lease as aforesaid may make a surrender thereof as aforesaid, or where any such lease made or purporting to be made as aforesaid, or any conveyance under this Act, is or is considered to be void or voidable for any cause, the Rector may by deed confirm the same, so as the lessee, his executors, administrators, or assigns, or the grantee, his heirs or assigns, do execute a duplicate or counterpart of the deed of confirmation, and so as no fine or premium be taken for such confirmation.

And the provisions in this Act contained authorising the taking into account of the value of any lessee's interest under any surrendered lease on the grant of a new lease shall be applicable although the surrendered lease be not a valid lease.

Evidence of execution of counterpart of lease or deed by lessee.

22. The execution of any lease or other deed by the Rector shall be deemed sufficient evidence that a counterpart or duplicate of such lease or deed has been executed by the lessee or grantee, his heirs, executors, administrators, or assigns (as the case may require), as required by this Act.

Power to lay out roads, &c.

23. The Rector may from time to time lay out and appropriate any part of the said glebe land as and for necessary crescents, squares, open spaces, streets, ways, passages, and avenues for the more convenient, easy, and better occupation and enjoyment of the houses already erected or to be erected, in such manner as shall be mentioned and agreed upon in any building, repairing, or improving lease or conveyance, or otherwise.

Rectory house not to be leased.

24. Nothing in this Act shall extend to empower the Rector to grant any building, repairing, or improving lease, or any rackrent lease of the rectory house, gardens, and pleasure grounds mentioned as in No. 1 in the said Schedule (B.), or to lease any of the mines under the same rectory house and offices, or within forty yards of the outside walls, and no steam engine shall be erected for the purpose of working any mines within the distance of one hundred yards of the said rectory house.

Power to provide sites for churches, schools, and residences for incumbents and school-masters.

25. The Rector, with the approval of the patron and ordinary, may from time to time grant to any persons or body corporate, and their heirs or successors, parts of the said glebe land as or for sites for the following objects or purposes, or any of them; that is to say, for churches or chapels for worship according to the rites of the Church of England as by law established, for schools, and parsonages or residences of persons who may serve such churches or chapels, or

of the masters or mistresses of such schools, and for playgrounds, gardens, or curtilages, and any building may be included in any grant; and any grant under this enactment may be made in such manner and upon such terms and conditions for securing the permanent appropriation of the property granted for the purposes for which the same is granted, and shall be valid and effectual to vest such property in the persons or body corporate to whom the grant is made for the purposes thereof, and their heirs or successors, anything in any law or statute to the contrary notwithstanding; and the persons or body corporate to whom such grant is made, and their heirs or successors, shall have full capacity and ability to take, hold, and enjoy the same property accordingly. A.D. 1871.

Any such grant as aforesaid may be made subject to all or any of such exceptions or reservations, and with or without such provision for compensation as herein-before mentioned with respect to leases and conveyances under this Act.

And any money by this Act authorised to be invested in the purchase of hereditaments to be assured unto and to the use of the Rector and his successors may, in lieu of being so invested, be, on the application of the Rector, and with the approval of the patron and ordinary, invested under the direction and with the approbation of the High Court of Chancery in or towards the purchase of land or land and buildings to be granted or appropriated to the purposes aforesaid or any of them.

26. The agreement whereof a copy is contained in Schedule (D.) to this Act is (subject to the variations herein-after contained) hereby confirmed and made binding on the Rector, the patron, and the corporation of Wigan respectively, and the corporation of Wigan are hereby empowered, as the local board of health for the district of Wigan, to acquire and hold the lands in the said agreement mentioned on the terms and for the purposes therein mentioned, and to carry into effect the provisions thereof. Confirmation of agreement in Schedule (D.)

27. And whereas the corporation may be able to carry out the said agreement without the further aid of Parliament, and it is expedient that in such case the said agreement should not become void by reason of their not obtaining such Act as therein mentioned, and that such provision be made as is herein-after contained with reference to the said agreement: Variation of agreement in case the corporation do not obtain an Act.

If the corporation carry out the said agreement in all respects, except as regards the stipulation to use their best endeavours to obtain within the time therein limited such Act as therein mentioned, so much of the said agreement as makes it obligatory on the corporation to use their best endeavours to obtain such

A.D. 1871.

Act, and makes void the said agreement if they do not within the time therein limited obtain the same, shall be of no effect :
In the construction of the said agreement all other acts provided to be done or procured to be done by the corporation forthwith after or within a limited time after obtaining such Act shall, in case such Act is not previously obtained, be done on or before the first day of December one thousand eight hundred and seventy-three, or within the like limited time thereafter :
Upon such other acts being so done and procured to be done respectively, the corporation shall be entitled to a conveyance of the plots in the said agreement mentioned as therein provided.

Powers of this Act applicable to mines excepted from agreement.

28. All the powers of this Act for and in relation to the leasing of mines under any of the glebe land, and the granting of liberties, licenses, authorities, privileges, and easements in connexion therewith, shall, subject to the restrictions of the agreement hereby confirmed and any grant thereunder, be applicable to any mines excepted from such agreement and grant respectively, and under the roads by such agreement agreed to be made on the glebe land.

Saving for powers in event of re-vesting, &c. of land.

29. In case the Rector's rights in relation to any land mentioned or referred to in the said agreement cease to be affected by such agreement, or any such land reverts in the Rector under any provision in any conveyance to be made under such agreement, all the powers conferred by this Act shall be exerciseable with respect to such land as if the same had not been comprised in such agreement or conveyance.

The Court of Chancery empowered to make the requisite orders as to costs, &c.

30. It shall be lawful for the said court, upon motion or petition to be preferred in a summary way, from time to time to make such orders as the court thinks expedient, just, or reasonable for allowing, taxing, and settling all costs, charges, and expenses incurred in obtaining or passing this Act and incidental thereto (inclusive of any costs, charges, or expenses incurred in relation to the agreement confirmed thereby), and of or relating to making the several applications to the said court for the purpose of carrying this Act or any of the powers or provisions thereof into execution, and in making or completing the leases, conveyances, and grants hereby authorised, and in surveying and measuring the said mines and glebe land, and ascertaining from time to time the quantities of coal, cannel, and minerals and other matters to be wrought, dug, or gotten by virtue of leases granted under this Act or the "Wigan Rectory Glebe Act, 1837," and in and about any mortgages by this Act authorised, and any assignments or transfers thereof, or of the principal and interest moneys intended to be thereby respectively secured, or any part

thereof, and in and about reconveyances of the property mortgaged, and in paying into the Bank of England under this Act such moneys as are to be so paid, and in and about investing moneys as herein directed, and otherwise in relation to carrying into effect any of the purposes of this Act, and all costs, charges, and expenses already incurred in relation to carrying into effect any of the purposes of the "Wigan Rectory Glebe Act, 1837," allowed to be charged under that Act which have not been already allowed and paid thereunder, and for payment of all such costs, charges, and expenses as aforesaid out of the moneys to be paid into the bank under this Act.

A.D. 1871.

31. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons, bodies politic and corporate, and their respective heirs, successors, executors, and administrators (other than and except the several persons who are by this Act excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the hereditaments and property affected by this Act, and of, in, to, or out of all public ways or footpaths over the same, as they respectively had before the passing of this Act or would or might have had, held, or enjoyed in case this Act had not been passed.

General saving.

32. The following persons 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 this Act.

The said Orlando George Charles Earl of Bradford :

The said George Cecil Orlando Viscount Newport :

The patron for the time being of the said rectory and parish church of Wigan :

The said William Jacobson Lord Bishop of Chester, and his successors, ordinaries of the same rectory and parish church :

The said George Thomas Orlando Bridgeman, and his successors, rectors of the same rectory and parish church :

The corporation of Wigan, whether acting as the local board of health for the district of Wigan or otherwise.

33. Except as respects the said Act hereby repealed and the said agreement hereby confirmed, nothing in this Act shall prejudice any powers which the Rector would have had if this Act had not been passed.

Saving of powers.

34. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised 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.

A.D. 1871.

The SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

	£	s.	d.
Exchequer bills lodged in the Bank of England to the amount of	3,900	0	0
Cash in the said bank - - - - -	489	14	6
Accruing interest on the said Exchequer bills - - -			

SCHEDULE (B.)

Description of Glebe Lands of the Rectory of Wigan.

No.	A.	R.	P.
1. Rectory house, gardens, and pleasure grounds in Wigan in the county of Lancaster, called the rectory, in the occupation of the Honourable and Reverend George Thomas Orlando Bridgeman, containing after statute measure - -	8	1	3
2. A close or parcel of land in Wigan aforesaid, called the "Bull Field," in the occupation of the Honourable and Reverend George Thomas Orlando Bridgeman, the Ince Hall Coal and Cannel Company, and Charles Turner, with four cottages and gardens in the occupation of Joseph Leigh, Thomas Morris, James Lowe, and the Ince Hall Coal and Cannel Company, containing after the like measure - -	12	3	3
3. A close or parcel of land in Wigan aforesaid, called the "Frog Lane Field," in the occupation of the Honourable and Reverend George Thomas Orlando Bridgeman, containing after the like measure - - - -	4	3	0
4. A close or parcel of land in Wigan aforesaid, called the "Mesnes," in the occupation of the Honourable and Reverend George Thomas Orlando Bridgeman, James Green, Robert Wilson, John Preston, William Byrom, James Whitfield, and others, containing after the like measure - -	33	2	20
5. Three closes or parcels of land in Wigan aforesaid, formerly a part of the Mesnes, but now used as eighteen gardens, in the occupation of Isabella Middlehurst, Thomas Byrom, Edward Smith, William Chadwick, Elijah Collier, and others, containing after the like measure - - - -	3	2	37

No.	A.	R.	P.	A.D. 1871.
6. A close or parcel of land in Wigan aforesaid, called the "Diglakes," in the occupation of William Brown, containing after the like measure - - - - -	2	0	0	—
7. A close or parcel of land in Wigan aforesaid, called the "Parson's Meadow," in the occupation of Meyrick Bankes, Esquire, and John Sayers, containing after the like measure	20	1	0	
8. A messuage, with the outbuildings and lands thereto belonging, in Walton-le-Dale in the county of Lancaster, in the occupation of John Sumner, containing after the like measure - - - - -	28	3	7	
9. A close of land, now used as six gardens, at the bottom of the Hallgate Street in Wigan aforesaid, called Hallgate Croft, in the occupation of Thomas Wall, Robert Buckley, Robert Bamber, John Rigby, Peter Wilson, and Thomas Bentham, containing after the like measure - - - - -	1	0	9	
10. A messuage, with the outbuildings and lands thereto belonging, in Orrell in the parish of Wigan aforesaid, called Orrell Mount Cottage, in the occupation of the Reverend Arthur Coates, containing after the like measure - - - - -	24	2	13	
11. A messuage and farmhouse, with the outbuildings and lands thereto belonging, at West Farndon in the parish of Woodford in the county of Northampton, in the occupation of John Lovell, containing after the like measure - - - - -	87	3	23	
12. A messuage, with the outbuildings and lands thereto belonging, at Lower Leesthorpe in the parish of Pickwell in the county of Leicester, in the occupation of William Chamberlain, containing after the like measure - - - - -	106	0	33	

SCHEDULE (C.)

Form of Mortgage.

THIS INDENTURE made the _____ day of _____ 18____, between the Reverend *A.B.*, Rector of the rectory and parish church of Wigan in the county of Lancaster in the diocese of the Bishop of Chester, of the one part, and *C.D.* of _____ of the other part.

Whereas the said *A.B.*, pursuant to the directions of "The Wigan Rectory Glebe Act, 1871," hath obtained an order of the High Court of Chancery to borrow at interest the sum of _____ to be expended in building, rebuilding, or repairing (*as the case may be*) the parsonage house of the said rectory and the out buildings belonging thereto: And whereas the said *C.D.* hath agreed to lend the sum of _____ upon a mortgage of so much of the parts by the said Act directed to be paid into the Bank of England in the name of the Accountant General of the High Court of

A.D. 1871. Chancery, "Ex parte the Rector of Wigan Mine Account," of the rents arising from the mines of the said living as shall remain after discharging the payments by the said Act directed to be made. Now this indenture witnesseth, that the said *A.B.* in consideration of the sum of _____ to him paid immediately before the execution hereof, and the receipt of which the said *A.B.* hath acknowledged by an indorsement on the back of this deed, doth hereby grant and assign unto the said *C.D.*, his executors, administrators, and assigns, so much of the parts by the said Act directed to be paid into the Bank of England in the name of the Accountant General of the High Court of Chancery, "Ex parte the Rector of Wigan Mine Account," of the rents arising from the mines authorised to be leased by the said Act as shall remain after discharging the other payments by the said Act directed to be made, to hold unto the said *C.D.*, his executors, administrators, and assigns, until the said sum of _____, together with interest for the same after the rate of _____ for every one hundred pounds for a year, shall be fully paid and satisfied: Provided always, and these presents are upon this condition, that when the said sum of _____, with interest for the same at the rate aforesaid, shall be paid and discharged according to the true intent of the said Act and of these presents, and also all costs and charges which shall have been occasioned by the nonpayment thereof, these presents shall cease and be void. In witness, &c.

SCHEDULE (D.)

Copy of Agreement.

AGREEMENT made this twenty-sixth day of June one thousand eight hundred and seventy-one, between the Honourable and Reverend George Thomas Orlando Bridgeman, Clerk, Master of Arts, Rector of the rectory and parish church of Wigan in the county palatine of Lancaster, of the first part, the Right Honourable Orlando George Charles Earl of Bradford, patron of the said rectory, of the second part, and the mayor, aldermen, and burgesses of the borough of Wigan, as the local board of health for the said borough and district, of the third part; each of them the parties hereto of the first and second parts, so far as relates to the acts of himself, agrees with the said mayor, aldermen, and burgesses, and the said mayor, aldermen, and burgesses agree with the parties hereto of the first and second parts, and with each of them, as follows:

1. In this agreement the expressions "the Rector" and "the patron" shall respectively mean the Rector and patron respectively for the time being of the said rectory and parish church, and the expression "the corporation" shall mean the said mayor, aldermen, and burgesses.

2. The Rector with the approval of the patron, which is hereby given, will grant to the corporation, for the considerations herein appearing : A.D. 1871.

- I. The plot of land marked number 1 in the plan made in triplicate and marked A., to which the signatures of the Rector, patron, and mayor of the borough of Wigan are attached, herein-after referred to as "the plan," and therein coloured purple, containing seven thousand one hundred and ninety superficial square yards, for the purpose of forming part of a site of a market for the borough of Wigan :
- II. The plot of land marked number 2 in the plan and therein coloured green, which land contains fifteen statute acres two roods and four perches, for the purpose of forming a pleasure ground or place of public resort or recreation, to be called "Mesnes Park."

3. There shall be excepted out of the grants to be made of the said plots all mines, delfs, quarries, beds, veins, and seams of coal, cannel, or other minerals thereunder, the same only to be worked by underground works in connexion with those under adjoining land.

4. The said grants shall be made subject to all existing leases and agreements affecting the said plots of land or any of the mines, delfs, quarries, beds, veins, and seams of coal, cannel, or other minerals thereunder, and to all interests, rights, and powers of the lessor or lessees, landlord or tenants arising thereout, or incident thereto. The grant of plot 2 shall be made subject also to the right of way now existing at the north-easterly boundary thereof between the points indicated by the letters Y. and Z. on the said plan, and that as well in favour of the Rector and patron, and those claiming or to claim under them, or either of them, as of others.

5. With a view to preventing nuisances or annoyances to the adjoining land of the Rector from the intended market, and securing the benefit of the traffic to and from the market to the occupiers of houses to be built on the adjacent land of the Rector, the portion of the intended market which shall occupy the plot to be granted under this agreement shall be appropriated to market purposes only, and consistent with such purposes no nuisance shall be suffered thereon, and if not kept open to the street there shall be at least one main entrance to the market on the north-west side of the intended market in the centre thereof.

6. The said plot of land intended for a park shall be for ever kept open as a pleasure ground or place of public resort or recreation, and for no other purpose, and free from any erection thereon or other use thereof except as follows :

- I. Suitable buildings in lieu of and for the Wigan Free Grammar School, now held in the Millgate, may be erected and maintained at the south-west corner of such plot upon a site not exceeding two acres :
- II. The corporation may, at the south-east corner of the same plot erect and maintain a town hall, or any other public building approved by the Rector for the time being, upon a site not exceeding two acres :
- III. The corporation may erect and maintain such lodges or other ornamental buildings as may be thought necessar or desirable for the intended park :

A.D. 1871.

IV. The corporation may dig sand for the purposes of any erections hereby authorised on the said plot.

7. The corporation will make the intended roads next herein-after described, and will make all such roads of the width of forty-five feet including footpaths:

I. A road from the north-western corner of the present market place to the point marked B. on the plan:

II. A road from Standishgate to the point marked C. on the plan:

III. A road out of the last-mentioned road from the point marked K. in the plan to the point marked L. therein, and thence to the point marked M. in the plan:

All which said intended roads are in the plan coloured brown.

8. The corporation will make the intended roads marked out in the plan and therein coloured yellow (being all the intended roads shown in the said plan except those herein-before described as intended to be forty-five feet in width), and will make all such intended roads so coloured yellow of the width of sixty feet including footpaths.

9. The corporation will sewer, level, and construct, channel, and complete all the said intended roads with footpaths made of asphalte or other suitable material to be approved by the Rector (as well those intended to be forty-five feet in width as those intended to be sixty feet in width) as and for public carriageways and footways, and thereafter for ever so maintain the same.

10. The corporation will use their best endeavours to obtain, within two years from the first of January one thousand eight hundred and seventy-two, an Act enabling them to carry out this agreement, including the diversion of the footpaths herein mentioned, except between the points Y. and Z., and will within two years after obtaining such Act make and complete the roads herein-before agreed to be made, and fence off plot number 2, and procure such roads, or such of them as may be necessary for this purpose, to be legally substituted for the ways in respect of which public or other rights exist over the Mesnes, except the way at the north-eastern boundary of the plot number 2, and thence to the stile at the north-eastern corner of the glebe land.

11. If the corporation do not, within two years from the first of January one thousand eight hundred and seventy-two, obtain such Act as aforesaid, the present agreement to become void.

12. If the corporation do within such time as aforesaid obtain such Act they shall forthwith pay the sum of two thousand pounds into the Bank of England in the name and with the privity of the Accountant General of the High Court of Chancery, to be placed to the account intituled "Ex parte the Rector of Wigan Mine Account," in the manner and for the purposes in and for which portions of mining rents reserved on mining leases of mines under the glebe lands of the said rectory may be payable and applicable under the Bill herein-after referred to in case the same pass into an Act, and upon such payment the corporation shall be let into possession of the said land coloured purple, green, brown, and yellow on the said plan.

13. Upon the said roads being made and completed, and the said plot number 2 being fenced off, the corporation shall be entitled at their own expense to a conveyance of such plots from the Rector and patron, but shall not

have any right to investigate or take any objection with respect to the title of the Rector thereto, nor to require any covenants for title beyond the usual covenant by the Rector that he has not incumbered the premises. A.D. 1871.

14. The conveyance to contain such covenants for securing the due use of the said plots as a portion of the intended market or as a park (as the case may require) and for no other purpose whatsoever (except as herein provided for), and all usual and proper exceptions, reservations, covenants, and provisions for giving effect to this agreement, and particularly a provision that if the plots numbers 1 and 2 respectively cease to be used as a portion of the intended market and for no other purpose, or as a park for the purposes herein-before mentioned, sites for a grammar school and other buildings aforesaid, and for no other purpose (as the case may require), the plot which ceases to be so used shall forthwith revert in the Rector.

15. In case within two years from obtaining such Act as aforesaid the said roads are not completed, or such of them as may be necessary for this purpose are not legally substituted for such ways as herein-before in this behalf mentioned, or the said plots are not fenced off as aforesaid, the right of the corporation to a conveyance of either of the said plots shall be determined, and the Rector's and patron's rights, as well in relation thereto as in respect of the glebe land over which the intended roads are shown in the plan, shall cease to be affected by this agreement, and the two thousand pounds so to be paid into the Bank of England as aforesaid, without interest thereon in the meantime, shall be repaid out of court to the said corporation.

16. Until all the intended roads are made and completed and the intended park fenced off, the Rector may get sand from the plot number 2, but not from a greater depth than usual in other parts of the "Mesnes."

17. The corporation will petition and give all other facilities to enable the Rector to pass the Bill now pending in Parliament, intituled "An Act to grant further powers of leasing and other powers to the Rector of the parish church of Wigan in the county palatine of Lancaster in relation to the glebe lands belonging to the rectory, and for other purposes," as varied by this agreement, through both Houses of Parliament.

18. Except so far as relates to the agreement by the corporation to give facilities for passing the said Bill, this agreement shall only take effect in the event of the same being confirmed by Parliament during the present session. The said Rector and patron shall use their best endeavours to pass the said Bill through Parliament, unless they may deem it advisable to withdraw the Bill in consequence of some serious opposition to the same in the House of Commons.

19. In case any doubt or difference shall arise between the parties to these presents as to the construction of this agreement, or in anywise in relation to giving effect to the same, the matter in doubt or difference shall be referred to the determination of some counsel learned in the law, to be nominated by the Attorney or Solicitor General for the time being, and the costs of and incidental to the determination of such doubt or difference shall be in the discretion of the arbitrator, and the same shall be settled as between the parties by one of the masters of the Court of Queen's Bench if either party so desires.

A.D. 1871. — The said patron hereby approves of this agreement, and every matter, clause, and thing herein contained.

In witness whereof the said parties hereto of the first and second parts have hereunto respectively affixed their hands and seals, and the said mayor, aldermen, and burgesses have affixed their common seal, the day and year first before written.

Signed, sealed, and delivered by the
above-named George Thomas Or-
lando Bridgeman in the presence
of—
THO. FRED. TAYLOR,
Solicitor,
Wigan.

GEORGE T. O. BRIDGEMAN.



Signed, sealed, and delivered by the
above-named Earl of Bradford in
the presence of—
A. W. GREENE,
Sol^r,
Clerk to Messrs. Bailey, Shaw, Smith, and Bailey,
Sol^{rs},
5, Berners Street.

BRADFORD.



Passed under the common seal of
the Corporation of the Borough of
Wigan in the presence of—
MASKELL WM. PEACE,
Of Wigan,
Town Clerk of Wigan.

N. ECKERSLEY,
Mayor.

