



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 36.

An Act for authorizing Leases to be granted of the *Burross* Estate in the Parish of *Kingswinford* in the County of *Stafford*, devised by the Will of *Thomas Westwood* deceased to *Thomas Westwood* during his Life, and after his Decease upon the Trusts of such Will. [21st June 1841.]

WHEREAS *Thomas Westwood*, late of *Bromley* in the Parish of *Kingswinford* in the County of *Stafford*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date on or about the Twenty-fourth Day of *March* One thousand eight hundred and twenty-seven, so executed and attested as to pass Freehold Estates; gave and devised all that his Estate, situate in the Parish of *Kingswinford* aforesaid, which he lately purchased of the Heirs at Law and Devises of *John Keeling* Esquire, deceased, unto his Son *Thomas Westwood*, to hold to him and his Assigns for the Term of his natural Life; and from and after his Decease he gave and devised the same to his Friends *Isaac Downing* of *Stourbridge* in the County of *Worcester*, Surgeon, and *George Hinchliffe* of *Hales Owen* in the County of *Salop*, Gentleman, and their Heirs, to hold the same to the said *Isaac Downing* and *George Hinchliffe*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, in Trust to permit and suffer his Three

Will of
T. Westwood,
24th March
1837.

[Private.]

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Grandchildren, *William Westwood*, *Mary Westwood*, and *Thomas Westwood*, the Sons and Daughter of his said Son *Thomas Westwood*, to receive and take the Rents, Issues, and Profits thereof, in equal Shares and Proportions, for and during their respective natural Lives; and from and after the several Deceases of his said Grandchildren the said *William Westwood*, *Mary Westwood*, and *Thomas Westwood*, in Trust, as to one undivided Third Part thereof, to convey the same unto and to the Use of all and every the Children lawfully to be begotten of his said Grandson *William Westwood*, and to their Heirs and Assigns for ever, if more than One, as Tenants in Common, and not as Joint Tenants, and if but One Child, then unto and to the Use of such One Child, his or her Heirs and Assigns for ever; and as to one other undivided Third Part thereof, in Trust, to convey the same unto and to the Use of all and every the Children lawfully to be begotten of his said Grand-daughter *Mary Westwood*, and to their Heirs and Assigns for ever, if more than One, as Tenants in Common, and not as Joint Tenants, and if but One Child, then unto and to the Use of such One Child, his or her Heirs and Assigns for ever; and as to the other or remaining undivided Third Part thereof, in Trust to convey the same unto and to the Use of all and every the Children lawfully to be begotten of his said Grandson *Thomas Westwood*, and to their Heirs and Assigns for ever, if more than One, as Tenants in Common, and not as Joint Tenants, and if but One Child, then unto and to the Use of such One Child, his or her Heirs and Assigns for ever; and in case any or either of his said Grandchildren should happen to depart this Life without leaving any such lawful Issue as aforesaid, then, as to the Share or Shares of him, her, or them so dying without leaving such Issue, upon Trust to permit and suffer the Survivors or Survivor of them, his said Grandchildren, to receive and take the Rents, Issues, and Profits thereof, in equal Shares and Proportions, for and during their, his, or her natural Lives or Life; and from and after their, his, or her Deceases or Decease, in Trust to convey the same unto and to the Use of all and every the Children lawfully begotten of the Survivors or Survivor of his said Grandchildren, and to their Heirs and Assigns for ever, if more than One, as Tenants in Common, and if but One Child, then to the Use of such One Child, his or her Heirs and Assigns for ever; and in case all his said Grandchildren should depart this Life without leaving any lawful Issue, then the said Testator gave and devised the said Estate to his own right Heirs for ever; and the said Testator thereby directed, that when any of his said Grandchildren should depart this Life leaving lawful Issue, his or her Share of the Rents and Profits of the said Estate should be paid and applied to and for the Use and Benefit of such Issue in equal Shares, if there should be more than One Child, until the Division of such Estate should take place in pursuance of the Trusts aforesaid: And whereas the said Testator made and executed Two Codicils to his said Will, bearing Date respectively the Twenty-third Day of *April* One thousand eight hundred and twenty-seven, and the Twentieth Day of *June* One thousand eight hundred and twenty-eight, by which last-mentioned Codicil of the Twentieth Day of *June* One thousand eight hundred and twenty-eight he entirely revoked

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the former Codicil of the Twenty-third Day of *April* One thousand eight hundred and twenty seven, but which Codicil of the Twentieth Day of *June* One thousand eight hundred and twenty-eight did not affect the Devise of the said Estate at *Kingswinford*: And whereas the said Testator departed this Life on or about the Twenty-eighth Day of *June* One thousand eight hundred and twenty-nine, without having in any Manner altered or revoked his said Will, so far as respects the said Estate at *Kingswinford*, leaving the said *Thomas Westwood* (the Son) his eldest Son and Heir-at-Law, and also the said *William Westwood*, *Mary Westwood*, and *Thomas Westwood* (the Grandson), his said Three Grandchildren, him surviving: And whereas the said *William Westwood*, on or about the Thirtieth Day of *August* One thousand eight hundred and thirty-eight intermarried with *Hannah Rider*, by whom he hath had Issue One Son, namely, *Thomas William Henry Westwood*, who is an Infant under the Age of Twenty-one Years, and no other Issue: And whereas the said *Mary Westwood*, on or about the Twenty-third Day of *April* One thousand eight hundred and thirty-five, intermarried with *James Barlow* of the Parish of *Tipton* in the County of *Stafford*, Railroad Contractor, and hath had Issue by him One Daughter, namely, *Eliza Barlow*, who is an Infant under the Age of Twenty-one Years, and no other Issue: And whereas the said *Thomas Westwood* (the Grandson) is a Bachelor: And whereas the said *Isaac Downing* departed this Life on or about the Fifth Day of *November* One thousand eight hundred and thirty-nine, leaving the said *George Hinchliffe*, his Co-Trustee, him surviving: And whereas the said Estate, so devised by the said Will as aforesaid, consists of a Freehold Barn and Stable, and Six Closes of Freehold Land, containing together Thirty-one Acres One Rood and Nineteen Perches, or thereabouts, now in the Occupation of the said *Thomas Westwood* (the Son) as Tenant for Life thereof, which said Closes of Land and Hereditaments are described and set forth in the Schedule to this Act annexed: And whereas it is believed that there are very valuable Mines of Coal, Ironstone, and Clay lying under the said Closes of Land and Hereditaments so devised as aforesaid, which have not hitherto been opened or worked: And whereas there is not contained in the said Will, or in either of the said Codicils thereto, any Power for the Tenants for Life, or the Trustees, or any other Person or Persons, to open and work Mines, or to grant any Lease or Leases for that Purpose: And whereas it would be greatly for the Benefit of the said *Thomas Westwood* (the Son), *William Westwood*, *James Barlow* and *Mary* his Wife, and *Thomas Westwood* (the Grandson), and also of the said *Thomas William Henry Westwood* and *Eliza Barlow*, and of all other Parties who may become interested in the said Closes of Land and Hereditaments, if such Powers of granting Mining Leases as are herein-after contained were given to the Persons and in manner herein-after mentioned, with such Provisions as are herein-after contained for the Application of the Rents, Tolls, Duties, and Reservations to be reserved or made payable by such Leases; but the same cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects *Thomas Westwood* (the Son), *William Westwood* (on behalf of himself

Thomas Westwood (the Son) during his Life, and after his Decease George Hinchliffe and Richard Miller, and their Survivors, &c., empowered to grant Mining Leases.

himself and his infant Son *Thomas William Henry Westwood*), *James Barlow* and *Mary Barlow*, (and *James Barlow* on behalf of his infant Daughter *Eliza Barlow*,) and *Thomas Westwood* the Grandson, do most humbly beseech Your Majesty that it 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 the Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act it shall be lawful for the said *Thomas Westwood* (the Son) at any Time or Times during his Life, and after his Decease then for the said *George Hinchliffe* and *Richard Miller* of *Westbromwich* in the County of *Stafford*, Coalmaster, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times during the Lives of the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* (the Grandson), or the Lives or Life of the Survivors or Survivor of them, and after the Decease of the Survivor of them the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* (the Grandson), and during the Minority or respective Minorities of any Child or Children of any of them the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* (the Grandson), but during the Lives or Life of the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* (the Grandson), or the Survivors or Survivor of them, with their, his, or her Consent and Approbation in Writing, by Indenture or Indentures, to grant, demise, or lease, to any Person or Persons willing to take the same, all or any Part or Parts of the Mines, and Veins, Seams, and Beds of Coal, Ironstone, and Clay, and other Mines and Minerals opened, found, or discovered, or which shall or may hereafter be opened, found, or discovered, in, within, or under all or any Part or Parts of the said Closes of Land and Hereditaments comprised in the said Schedule to this Act annexed, with or without all or such Part of the Surface of the same Closes of Land and Hereditaments as the Lessee or Lessees under any Lease to be granted as aforesaid shall from Time to Time think necessary, for the more convenient Use, Exercise, and Enjoyment of the several Powers, Authorities, and Privileges to be thereby granted, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, with full and free Liberty, Power, and Authority to dig, search for, get, use, burn, smelt, manufacture, and dispose of all such Coal, Ironstone, and Clay, and other Minerals whatsoever, as shall be found within or upon the Mines, Veins, Seams, and Beds thereby to be demised, or in working or mining the same, and to dig, sink, win, work, and make such Pits, Groves, Shafts, Tunnels, Drifts, Trenches, Sluices, Way Gates, Water Gates, and Watercourses, and to make, set up, and work such Furnaces, Brick Kilns, Tile Kilns, Fire Engines, Steam Engines, and other Machinery, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Coal, Ironstone, and Clay, or other Minerals as aforesaid, within, out of, and from the Mines, Veins, Seams, and Beds aforesaid; and for making, burning, and manufacturing Cokes, Bricks, and Tiles, as well for Sale

Sale as for the Use of any such Furnaces and Works, or otherwise, and for bringing and carrying Water for working the said Machinery, Collieries, and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines, Veins, Seams, Beds, and Works respectively, and for effectually ventilating the same; and also full and free Liberty, Power, and Authority to take and use sufficient Ground Room, Heap Room, and Pit Room for laying and placing the Slack, Coals, Coke, Brick Earth, Brick Clay, Stone, Earth, and Rubbish that shall from Time to Time proceed from or be wrought, dug, or gotten out of the said Mines, Veins, Seams, and Beds respectively, or from or out of any Furnaces, Brick Kilns, Tile Kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid; and also full and free Liberty, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Place or Places, on any Parts of the Hereditaments and Premises comprised in the said Schedule to this Act annexed, such Place or Places being within a convenient Distance from the said Mines, Veins, Seams, and Beds so to be demised and leased as aforesaid, all such Houses, Cottages, Hovels, Lodges, Store Rooms, Heap Rooms, Coke Hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines, and Machinery, Collieries, Brick Kilns, and other Works, with such Yards, Gardens, Curtilages, Store Yards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently enjoying and working the said Mines and Works respectively, or for the Habitation and Convenience of Workmen, and for the Accommodation of Horses and other Cattle employed in and about the said Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Coal, Clay, Bricks, Minerals, or Produce to be employed or used or gotten in and about the same, and to dig and get Lime and other Stones, Peat, Clay, Sand, Gravel, and other Materials for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences as aforesaid, or any of them, or any of the Roads or Ways herein-after referred to; and also full Licence, Power, and Authority to and for such Lessee or Lessees to have, use, and take (so far as the Lessor or Lessors for the Time being may be competent to grant the same, and without Injury or Prejudice to the Rights of other Parties,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Hereditaments and Premises, and (without Prejudice as aforesaid) to turn and convey such Water into such Mines and Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose or Purposes connected with the beneficial working of the said Mines; and also to make, have, use, and enjoy such Wayleaves, Roads, Store Yards, and other Easements, and Privileges, in, upon, out of, or over all or any Part or Parts of the said Hereditaments and Premises, as will render the Occupation and working of the said Mines, Veins, Seams, Beds, and Collieries, and the Deposit, Manufacture, Sale, and Carriage of the said Coal, Ironstone, Clay, Bricks, Tiles, and other Minerals and
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Produce, advantageous and convenient, or as shall be reasonably agreed upon with or required by the Lessee or Lessees in any such Lease or Leases; and together with full Power and Authority for any such Lessee or Lessees to make, construct, and set up such Railway or Railways, Tramroad or Tramroads, and other Roads or Ways, Watercourse or Watercourses, in, over, or upon any Part or Parts of the said Lands and Hereditaments, as shall or may be necessary or convenient for facilitating the transporting and carrying such Coals, Stone, Bricks, Tiles, Clay, and other Minerals as aforesaid from the said Mines, Veins, Seams, and Beds, or from any Furnace or Furnaces, Stone Quarries, Brick Kilns, Tile Kilns, or other Place or Places at which the same shall be deposited or manufactured as aforesaid, to any Place or Places whatsoever, or for carrying or conducting Water to or from such Mines or Works as aforesaid, or any of them; and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing of such Railways or Tramroads or Watercourses from the Lands or Grounds adjoining thereto, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Coal, Ironstone, Clay, Bricks, Tiles, and other Materials and Produce to be demised or leased as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as are usual and customary in the Neighbourhood, or shall or may be reasonably agreed upon with or required by any such Lessee or Lessees as aforesaid; so that upon every such Demise or Lease there be reserved, yearly or oftener during the Continuance thereof, the best and most improved yearly and other Rent or Rents, either in Money, Tolls, Duties, Royalties, and Revenues, or partly in Money and partly in Tolls, Duties, Royalties, and Revenues, that can be reasonably had or obtained for or in respect of the said Mines, Veins, Seams, and Beds, Minerals and other Produce, Powers and Privileges respectively, and also the best and most improved yearly Rent or Rents that can be reasonably had or obtained for or in respect of all or any Part of the Surface of the said Closes of Land and Hereditaments that may be demised or leased therewith, as the Case may be, without taking any Fine or Foregift, or any thing in the Nature of a Fine or Foregift, in respect of the making thereof; and so that in every such Demise or Lease there be contained a Clause of Re-entry in case the Rent or Rents thereupon to be reserved shall be behind and unpaid by any Space not exceeding Sixty Days after the Time to be appointed for Payment thereof, and such other Powers or Clauses of Re-entry, or for Determination of any such Leases or Demises, as may be mutually agreed upon between the Lessors and Lessees respectively; and so that the Demise or Lease as to all Lands or Grounds to be demised or leased with any Mine or Mineral Property, so to be given up or used for the Purpose of any Wayleaves, Railways, Tramroads, or Watercourses as aforesaid, shall cease with the Demise or Lease of the same Mines and Mineral Property; and so that the Lessee or Lessees to whom any such Demise

or Lease shall be made as aforesaid shall, within One Year from the Date of the same Demise or Lease, seal and deliver a Counterpart or Duplicate of such Demise or Lease; and so that in every such Demise or Lease of any Mines or Mineral Property there shall be contained a Covenant on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to work the same Mines and Minerals in a due and proper Manner, and without any voluntary Intermission or unnecessary Loss of Time, and to render the same as productive of Rent or Royalty, or both, as Circumstances will permit, and also a Covenant or Proviso on the Part of the Lessor or Lessors, his, her, or their Executors and Administrators, that the Lessee or Lessees shall and may be at liberty, at the Expiration or other sooner Determination of the Term of Years to be demised by such Demise or Lease, to take down and carry away, to and for his and their own proper Use and Benefit, all and every the Engines, Gins, Whimseys, Rails, and other Machinery, Buildings, and Erections put up, erected, or built by them or him, for the Purpose of getting, working, or disposing of the said Mines; and so that in every Lease comprising any Land or Ground there be contained a Covenant on the Part of the Lessee or Lessees, his or their Executors, Administrators, and Assigns, to cultivate, manage, improve, or occupy the said Lands and Grounds, according to the Purpose for which they shall be demised or leased, according to the best Rules of good Management, and that every or any such Lease and Demise shall or may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as are usual or customary in Leases of Mines in the Neighbourhood, or as shall be mutually agreed upon between and by the Lessors and Lessees, and shall not be inconsistent with all or any of the Covenants, Provisoes, Conditions, and Agreements herein-before directed to be inserted therein.

II. And be it enacted, That the Receipt of the Person or Persons making every or any such Lease as aforesaid, endorsed on such Lease, acknowledging that he or they have or has received such Counterpart or Duplicate as is hereby required to be executed of such Lease or Leases respectively as aforesaid, shall, in favour of the Lessees and all Parties claiming under them respectively, be full and conclusive Evidence that such Counterpart or Duplicate shall have been duly made and executed, pursuant to the Provisions of this Act.

Receipts of Lessors acknowledging the Receipt of Counterpart of Lease to be Evidence of due Execution.

III. And be it further enacted, That if the Possession of the Premises comprised in any such Lease as aforesaid shall be entered upon and resumed or recovered under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant or make Leases for the Purposes aforesaid to grant or make other Leases for the same Purposes of all or any Part of the Lands and Hereditaments herein-before authorized to be demised, and the Possession whereof shall be so resumed or recovered,

If Possession of Premises in any Lease shall be re-entered upon under any Condition of Re-entry, a new Lease may be granted.

vered, in the same Manner as if no Lease or Leases thereof had been previously granted.

Power to confirm any voidable Lease.

IV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to make or grant Leases for the Purposes aforesaid to confirm any Lease or Leases to be made or granted by virtue of this Act which, by reason of some technical Error or Informality in making or granting or executing the same, may be considered or supposed to be void or voidable.

Trustees to receive the Rents during Life of Thomas Westwood (the Son).

V. Provided always, and be it further enacted, That the Rent or Rents, Tolls, Duties, and Reservations to be reserved and made payable upon every Lease to be granted under the Authority of this Act, other than and except such Rent or Rents as shall be so reserved as aforesaid in respect of all or any Part of the Surface of the said Lands and Hereditaments, shall from Time to Time, during the Life of the said *Thomas Westwood* (the Son), be received by the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors or Administrators of such Survivor, instead of by the said *Thomas Westwood* (the Son) or his Assigns; and the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors or Administrators of such Survivor, shall have such and the same Powers and Remedies for recovering and enforcing the Payment of the same Rent or Rents, Tolls, Duties, and Reservations, (other than and except as aforesaid,) by Distress or Action, as the said *Thomas Westwood* or his Assigns would legally have had if this present Provision had not been inserted in this Act; and the Receipts in Writing of the said *George Hinchliffe* and *Richard Miller*, or the Survivor of them, or the Executors or Administrators of such Survivor, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee or Lessees, or his or their Executors, Administrators, or Assigns, for the said Rent or Rents, Tolls, Duties, and Reservations, (other than and except as aforesaid,) or for so much thereof respectively as in such Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the said *Thomas Westwood* or his Assigns to re-enter on the Premises to be demised by any such Lease by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Application of Rents received by Trustees during the Life of Thomas Westwood (the Son).

VI. And be it further enacted, That the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, shall stand and be possessed of and interested in the Rent or Rents, Tolls, Duties, and Reservations so to be received by them or him as aforesaid, upon the Trusts following; that is to say, upon Trust from Time to Time to pay One equal Seventh Part of the same Rent or Rents, Tolls, Duties, and Reservations (other than and except as aforesaid) unto the said *Thomas Westwood* (the Son) or his Assigns, for his or their proper Use and Benefit, and to pay the remaining Six equal Seventh
Parts

Parts of the same Rent or Rents, Tolls, Duties, and Reservations (other than and except as aforesaid) 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 an Account to be entitled "*Ex parte Westwood Mine Account*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four.

VII. Provided always, and be it further enacted, That from and after the Decease of the said *Thomas Westwood* (the Son), and until the said Hereditaments and Premises hereby authorized to be leased as aforesaid shall under the Trusts of the said Will have become indefeasibly vested in the Child or Children of such One or more of them the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* the Grandson as shall leave Issue, or until all of them the said *William Westwood*, *Mary Barlow*, and *Thomas Westwood* (the Grandson) shall have died without leaving Issue (as the Case may happen), the Rent or Rents, Tolls, Duties, and Reservations (other than and except as aforesaid) to be reserved upon every Lease to be granted under the Authority of this Act, and which from Time to Time shall be payable in respect of the Entirety of the same Premises, if and so long as no undivided Share thereof shall have become indefeasibly vested as aforesaid, or in respect of such Share or Shares thereof as for the Time being shall not have become indefeasibly vested as aforesaid (as the Case may be), shall from Time to Time be received by the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors or Administrators of such Survivor, instead of by the said *George Hinchliffe*, his Heirs or Assigns; and the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, shall have such and the same Powers and Remedies for recovering and enforcing the Payment of the said Rent or Rents, Tolls, Duties, and Reservations, (other than and except as aforesaid,) by Distress or Action, as the said *George Hinchliffe*, his Heirs or Assigns, would legally have had of enforcing and recovering the Payment of the same Rent or Rents, Tolls, Duties, and Reservations, if this present Provision had not been inserted in this Act; and the Receipts in Writing of the said *George Hinchliffe* and *Richard Miller*, or the Survivor of them, or the Executors or Administrators of such Survivor, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee or Lessees, or his or their Executors, Administrators, or Assigns, for the said Rent or Rents, Tolls, Duties, and Reservations, (other than and except as aforesaid,) or for so much thereof respectively as in such Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the said *George Hinchliffe*, or his Heirs or Assigns, to re-enter on the Premises to be demised by any such Lease by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Receipt of
Rents by
Trustees after
the Death of
Thomas
Westwood
(the Son).

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VIII. And

Application
of Rents by
Trustees
after the
Death of
Thomas
Westwood
(the Son.)

VIII. And be it further enacted, That the said *George Hinchliffe* and *Richard Miller*, and the Survivor of them, and the Executors or Administrators of such Survivor, shall stand and be possessed of and interested in the said Rent or Rents, Tolls, Duties, and Reservations, so to be received by them or him after the Decease of the said *Thomas Westwood* (the Son) as last aforesaid, upon the Trusts following; that is to say, upon Trust from Time to Time to pay One equal Seventh Part of the same Rent or Rents, Tolls, Duties, and Reservations, to the Person or Persons who shall for the Time being be entitled in Possession under the Trusts of the said Will to the said Premises comprised in such Lease, or to such undivided Share or Shares thereof as shall not have not become indefeasibly vested as aforesaid (as the Case may be), and to be divided between or among such Persons, if more than One, in the Shares or Proportions in which they shall be so entitled to the said demised Premises as aforesaid, to and for their, his, or her proper Use and Benefit, and to pay the remaining Six equal Seventh Parts of the same Rent or Rents, Tolls, Duties, and Reservations into the Bank of *England*, in such Name, with such Privity, and to be placed to such Account and in such Manner, as is herein-before provided with respect to the Six equal Seventh Parts of a Rent or Rents, Tolls, Duties, and Reservations, herein-before directed to be paid into the Bank during the Life of the said *Thomas Westwood* (the Son).

Receipts of
Cashier of
Bank of Eng-
land and
Certificates
of the Ac-
countant
General to
be good Dis-
charges.

IX. And be it further enacted, That the Receipt or Receipts of any Cashier of the Bank of *England* for the said Shares of Rent or Rents, Tolls, Duties, and Reservations, and the Certificate or Certificates of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be a good and effectual Discharge, or good and effectual Discharges, to the Person or Persons paying the same, for the Money therein respectively mentioned and acknowledged to have been received; and after the filing of such Certificates and Receipts as aforesaid such Person or Persons shall not be answerable for the Misapplication or Nonapplication, or be liable to see to the Application of such Monies or any Part thereof.

Court of
Chancery
empowered
to direct the
Money to be
laid out in
the Purchase
of Lands.

X. And be it further enacted, That upon a Petition to be preferred to the said Court of Chancery in a summary Way by any Person or Persons beneficially interested in the Hereditaments devised by the said Will of the said *Thomas Westwood* deceased, as aforesaid, either in Possession, Remainder, or Reversion, or the Guardian or Guardians of any such Person or Persons being an Infant or Infants, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions in that Behalf herein contained, to be laid out, in such Manner as the Court of Chancery shall direct, in the Purchase or Purchases of any Freehold Manors, Messuages, Lands, or Hereditaments in *England*, free from all Incumbrances (except Land Tax, Quit

Quit Rents, and other Outgoings of that Nature); and the same Hereditaments shall, immediately after the Purchase thereof, be settled and assured to and for such and the same Uses, Trusts, and Purposes to and for which the said Lands and Hereditaments comprised in the Schedule hereto annexed do now stand limited and settled under or by virtue of the said Will of the said *Thomas Westwood* deceased, or as near thereto as the Deaths of Parties and other Circumstances will admit.

XI. And be it further enacted, That all Monies which, pursuant to the Directions herein-before contained, shall be from Time to Time paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, shall in the meantime, and until the same Monies shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall be paid off by Government, shall from Time to Time be laid out, in the Name of the Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall be lawful for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which Navy, Victualling, or Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the said Accountant General for completing any such Purchase or Purchases as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or the Representative or Representatives of such Person or Persons respectively.

XII. And be it further enacted, That it shall be lawful for the said Court to make such Order or Orders for taxing the Costs, Charges, and Expences of obtaining this Act, and preparatory thereto, and

For Invest-
ment of
Trust Monies
in Exchequer
Bills till laid
out in the
Purchase of
Lands.

For Payment
of Costs.

and of the several Applications to the said Court in pursuance thereof, or any Proceedings consequent thereon, and for the Payment of all such Costs, Charges, and Expences as aforesaid, with or out of the Monies which shall be so paid into the Bank as aforesaid, and from Time to Time to make such other Orders regarding the Matters aforesaid as to the said Court shall seem meet.

Appointment
of new Trus-
tees.

XIII. Provided always, and be it further enacted, That if the said *George Hinchliffe* and *Richard Miller*, or either of them, or any future Trustee or Trustees who shall succeed or shall be appointed in the Stead or Place of them, or either of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from, or shall refuse or decline or become incapable to act in, the Trusts or Powers hereby vested or reposed in them or him, before the said Trusts or Powers shall be fully executed or performed, or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery in a summary Way, upon the Petition of any Person or Persons beneficially interested in the said Lands and Hereditaments for the Time being under or by virtue of the said Will of the said *Thomas Westwood* deceased, either in Possession, Remainder, or Reversion, or the Guardian or Guardians of any such Person or Persons being an Infant or Infants, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and such new Trustee or new Trustees shall and may in all things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Trustees to
be indem-
nified.

XIV. Provided always, and be it further enacted, That the said *George Hinchliffe* and *Richard Miller*, and other the Trustee or Trustees for the Time being acting in execution of the Trusts or Powers hereby created, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing any Receipt or Receipts for the sake of Conformity; and any One or more of them shall not be answerable or accountable for the others or other of them; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse themselves respectively, and also to allow to their respective Co-Trustee or Co-Trustees, all Costs, Charges, Damages, and Expences which they or any of them shall or may sustain, expend, disburse, be at, or be put unto, in and

about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Thomas Westwood* (the Son) and his Heirs, and the said *William Westwood*, the said *James Barlow* and *Mary* his Wife, and the said *Thomas Westwood* (the Grandson) respectively, and their respective Heirs, and all and every other Person and Persons having or claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, or Interest of, in, or to the said Hereditaments or Premises hereby authorized to be leased as aforesaid, under or by virtue of the said recited Will of the said *Thomas Westwood* deceased,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever as they or any of them had held or enjoyed therein before the passing of this Act, or could or might have held or enjoyed, of, in, to, or out of the same, in case this Act had not been passed.

General
Saving.

XVI. And be it further enacted, That this Act 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
the Queen's
Printers to
be Evidence.

The SCHEDULE to which the above Act refers.

| Names of the different Closes of Land. | Quantity by Admeasurement. | | |
|--|-------------------------------|----------|-----------|
| | A. | R. | P. |
| Lower Bank Piece | 4 | 2 | 20 |
| Middle Bank Piece | 6 | 2 | 10 |
| Upper Bank Piece | 6 | 0 | 39 |
| Lower Meadow | 1 | 3 | 30 |
| Ten Acre Piece | 7 | 2 | 17 |
| Near Meadow | 3 | 2 | 31 |
| Rick Yard | 0 | 1 | 36 |
| Yard, Barn, Stable, and Cowshed | 0 | 0 | 26 |
| | <u>31</u> | <u>1</u> | <u>19</u> |

John Hancock.

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Printers to the Queen's most Excellent Majesty. 1841.