



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 21.

An Act for enlarging the Powers contained in the Will of Sir *John Ramsden* Baronet, deceased, to grant Leases of the Hereditaments in the Townships of *Huddersfield*, *Honley*, *Dalton*, and *Almondbury*, devised by such Will; and for other Purposes. [6th August 1844.]

WHEREAS Sir *John Ramsden*, late of *Byram* in the County of *York*, Baronet, deceased, made his Will in Writing, dated on on about the Twenty-sixth Day of *January* One thousand eight hundred and thirty-eight, and duly executed and attested, and thereby, after giving the Estate and Interest of the said Testator in one Forty-eighth Part or Share of the *Witton* Estates, therein referred to, to the Uses therein mentioned, gave, devised, and appointed all his Manors, Rectories, Advowsons, Tithes, Mansion House, Capital and other Messuages, Parks, Farms, Lands, Canals, Rivers, Wharfs, Quays, Docks, and the Ground and Soil thereof, Rents, Tenements, and Hereditaments, whatsoever and wheresoever, as well those at any Time theretofore purchased by the said Testator

Will of Sir John Ramsden, Bart., dated 26th Jan. 1838.

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as those which he had acquired by Descent or in any other Manner, and which were of Freehold or of the Nature of Freehold Tenure, and all other the Freehold Hereditaments, whatsoever and wheresoever, of, to, or in which he was seised, entitled, or interested, at Law or in Equity, whether in possession, reversion, remainder, or expectancy, and which he the said Testator had Power to dispose of by that his Will, (other than and except his Estate or Interest in the said one Forty-eighth Part or Share of the *Witton* Estates, therein-before devised,) and also except his the said Testator's Reversion in Fee in the *Ramsden* Family Estates comprised in the Marriage Settlements respectively made on his the said Testator's own Marriage and the Marriage of his eldest Son *John Charles Ramsden*, then lately deceased, and all Estates and Hereditaments held by him the said Testator on a Lease or Leases for Lives, and also such other Hereditaments as were vested in him the said Testator as a Trustee or Mortgagee unto the Right Honourable *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* Esquire, and their Heirs, to hold the same unto the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, to the Use of *William Thomas Spencer Wentworth* Esquire, commonly called Lord Viscount *Milton*, eldest Son of the said *Charles William Earl Fitzwilliam*, and Sir *Edward Vavasour* Baronet, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Time of the said Testator's Decease, without Impeachment of Waste, but upon the Trust and subject to the Proviso therein-after declared concerning the same; and from and after the Expiration or Cesser of the same Term, and in the meantime subject thereto and to the Trust therein-before referred to, to the Use, Intent, and Purpose that the Honourable *Isabella Ramsden*, the Widow and Relict of the said Testator's said Son *John Charles Ramsden* deceased, and her Assigns, should yearly have, receive, and take for her natural Life One yearly Rent-charge of One thousand four hundred Pounds, to be yearly issuing and payable out of and charged and chargeable upon the Hereditaments thereby devised as aforesaid, in addition to the Jointure provided for her by the Settlement made on her Marriage with the said Testator's lately deceased Son, to be paid as in the said Will now in recital is mentioned, with Powers of Distress and Entry for recovering and enforcing Payment thereof; and as for and concerning all the said Testator's Hereditaments, Estates, and Premises therein-before devised as aforesaid, subject to and charged with the said yearly Sum of One thousand four hundred Pounds, and the Remedies for the Recovery thereof, to the Use of the Right Honourable *Edward William Harvey* Lord *Hawke* and *George Lane Fox* Esquire, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thence next ensuing, without Impeachment of or for any Manner of Waste, upon the Trusts and subject to the Proviso therein-after expressed concerning the same Term; and after the Expiration, or Cesser of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, and charged and chargeable as aforesaid, to the Use of *John William Ramsden* (the only Son of the said *John Charles Ramsden* deceased), now Sir *John William Ramsden* Baronet, for his natural Life, subject to Impeachment of Waste; with Remainder to the Use of the said *Charles Wil-*
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liam Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said Sir John William Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the said Sir John William Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Second Son William Ramsden for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said William Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the said William Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Son Henry James Ramsden for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said Henry James Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of Frederic Henry Ramsden, eldest Son of the said Henry James Ramsden, for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said Frederic Henry Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the said Frederic Henry Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of John Charles Francis Ramsden, Second Son of the said Henry James Ramsden, for and during his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said John Charles Francis Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the Body of the said John Charles Francis Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the Third and every other younger Son of the Body of the said Henry James Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of his the said Testator's Son Charles Ramsden for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said Charles Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the Body of the said Charles Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of his the said Testator's Daughter Louisa Mary Isabella Ramsden for her Life, subject to Impeachment for Waste; with Remainder to the Use of the said Charles William Earl Fitzwilliam and Philip Davies Cooke, and their Heirs, during the Life of the said Louisa Mary Isabella Ramsden, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the said Louisa Mary Isabella Ramsden, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Daughter

Caroline

Caroline Paulet, the Wife of *Charles Paulet* Esquire, commonly called Lord *Charles Paulet*, therein called *Caroline Lady Charles Paulet*, for her natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Caroline Lady Charles Paulet*, in trust to support contingent Uses and Estates; with Remainder to the Use of *Charles William Paulet* (eldest Son of the said *Caroline Lady Charles Paulet*) for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Charles William Paulet*, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the Body of the said *Charles William Paulet*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the Second and every other younger Son of the Body of the said *Caroline Lady Charles Paulet*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Daughter the Right Honourable *Frances Lady Muncaster*, then the Wife and now the Widow and Relict of the Right Honourable *Lowther Augustus John Lord Muncaster*, for her natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Frances Lady Muncaster*, in trust to support contingent Uses and Estates; with Remainder to the Use of the Right Honourable *Gamel Augustus* now Lord *Muncaster*, then and therein described as *Gamel Augustus Pennington*, eldest Son of the said *Frances Lady Muncaster*, for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Gamel Augustus Lord Muncaster*, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the Body of the said *Gamel Augustus Lord Muncaster*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of *Joscelyn Pennington*, Second Son of the said *Frances Lady Muncaster*, for his natural Life, subject to Impeachment for Waste; with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the said *Joscelyn Pennington*, in trust to support contingent Uses and Estates; with Remainder to the Use of the First and every other Son of the Body of the said *Joscelyn Pennington*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the Third and every other younger Son of the Body of the said *Frances Lady Muncaster*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of his the said Testator's Grandson the said Sir *John William Ramsden* in Tail General; with Remainder to the Use of his the said Testator's Grand-daughter *Charlotte*, now the Wife of *Edward Horsman* Esquire; with several Remainders over; and the said Testator thereby declared that if any Person whom he had thereby made Tenant in Tail Male of the Hereditaments, Estates, and Premises therein-before devised and appointed should be born in the said Testator's Lifetime, or in due Time after his Decease, the
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Estate in Tail Male thereby devised and appointed to that Person should cease, and in lieu thereof the said Testator devised and appointed the said Hereditaments, Estates, and Premises respectively, with their Rights, Members, and Appurtenances, to the Use of the Person respectively whose Estate in Tail Male should so determine, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, during the Life of the Tenant for Life whose Estate should so determine, in trust for such Tenant for Life, and to preserve contingent Uses and Estates, with Remainder to the Use of the First and every other Son of his Body, severally and successively according to their respective Seniorities in Tail Male; and the said Testator directed that the said Lord Viscount *Milton* and Sir *Edward Vavasour*, or the Survivor of them, or the Executors or Administrators of the Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand Years, should stand possessed of the several Hereditaments, Estates, and Premises comprised in the same Term upon Trusts by the said Will declared for borrowing and taking up the Sum of Forty-two thousand Pounds upon the Security of a competent Part of the said Hereditaments, Estates, and Premises, by way of Mortgage, and in the meantime, until the said Sum of Forty-two thousand Pounds should be borrowed, to raise, out of the yearly Rents and Profits of the said Hereditaments, Estates, and Premises, Interest for the said Sum of Forty-two thousand Pounds, or such Part thereof as should not have been raised, after the Rate of Four Pounds *per Cent. per Annum* from the Time of the said Testator's Decease, and to pay and divide the said Sum of Forty-two thousand Pounds, when so raised as aforesaid, and the Interest for the same in the meantime, unto, between, and amongst the said Testator's Three Sons, the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, in equal Shares and Proportions, as Tenants in Common; and the said Testator declared his Will to be, that the said Lord *Hawke* and *George Lane Fox*, or the Survivor of them, or the Executors or Administrators of the Survivor, or their or his Assigns, should stand and be possessed of the said Hereditaments, Estates, and Premises comprised in the said Term of Ninety-nine Years, for and during the Continuance of the said Term, upon Trusts for better securing the Payment to the said *Isabella Ramsden* during her Life of the said yearly Rent-charge of One thousand four hundred Pounds, and upon further Trusts, during the Minority of any Tenant for Life of the said Testator's Hereditaments, Estates, and Premises therein-before devised, and during such Part or Period of the Minority of any Tenant in Tail of the said Hereditaments, Estates, and Premises who should become beneficially entitled to the Possession or to the Receipt of the Rents and Profits thereof as should arise within the Period of Twenty-one Years after the said Testator's Decease, to receive the Rents and Profits of the said Hereditaments, Estates, and Premises, and apply any annual Sum or Sums out of the same towards the Maintenance and Education of such Minor or Minors respectively, and, subject thereto, to invest and accumulate the Surplus of the said Rents and Profits in manner therein mentioned, and at the End of such Periods of Accumulation, or sooner if the Trustees or Trustee should think proper, to apply the

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said accumulated Fund in discharge of the said Sum of Forty-two thousand Pounds directed to be raised under the Trusts of the Term of One thousand Years as aforesaid, or such Part thereof as should not have been raised, but in case the said Sum of Forty-two thousand Pounds, or any Part thereof, should have been raised, upon the Security of the said Hereditaments, Estates, and Premises, then to pay off the Mortgage or Mortgages for the same respectively, and to invest the Residue of the said Trust Monies in the Purchase of Freehold, Copyhold, or Leasehold Hereditaments and Tenements, as therein mentioned, and to settle the Lands and Hereditaments so to be purchased to such and the same Uses and upon such and the same Trusts as by the said Will of the said Testator are expressed concerning the Hereditaments therein-before devised, or as near thereto as Circumstances would admit of, yet so that no Leasehold Estate to be purchased should for the Purpose of Transmission vest absolutely in any Tenant in Tail by Purchase until he or she should attain the Age of Twenty-one Years; and the said Testator empowered the said Trustees to lay out and apply any Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds, in making new Erections or Buildings, repairing existing Erections and Buildings, and doing, making, performing, and completing such other Works, for the Improvement of the said Hereditaments, Estates, and Premises, as they or he in their or his Judgment should think fit or expedient; and by the said Will the said Testator declared and directed that it should and might be lawful for such Tenant for Life for the Time being entitled in possession to the said Hereditaments, Estates, and Premises thereby devised, if of full Age, and if not then for his Guardian or Guardians, and also for the Guardian or Guardians of any Tenant in Tail in possession under the Age of Twenty-one Years, entitled under and by virtue of that his Will, during the Minority of such Tenant in Tail, by Indenture or Indentures, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to demise, lease, or grant any Part or Parts of the said Hereditaments, Estates, and Premises which are situate in the Townships of *Huddersfield* and *Almondbury* aforesaid, or either of them, for the Purpose of building, improving, or repairing, for any Term or Number of Years not exceeding Ninety-nine Years, to commence and take effect in possession, but not in reversion, remainder, or expectancy, or by way of future Interest, reserving the best Rents that could be reasonably had and obtained, without taking any Fine or Premium, or other Matter or Thing in the Nature thereof, for or in respect of the making of such Demises, Leases, or Grants respectively, such Rents to be incident to the Reversion expectant on such respective Demises, Leases, or Grants, and to be made payable during the Continuance thereof, or upon such and the same or the like Terms as those upon which Leases already granted by him the said Testator of Parts of the said Estates had then been granted, and to renew any existing Leases upon the then present System, so as in all and every such respective Demise and Demises, Lease and Leases, to be made in-pursuance of the Powers therein-before contained or any of them, there be contained a Condition or Proviso for Re-entry in case the Rent or Rents thereupon to be reserved shall be behind or unpaid by the Space of Twenty-one Days or less after the same should

should respectively become due and payable, and so as none of the respective Lessees by Clause or Words therein contained should be made free from Impeachment of or dispunishable for Waste, save so far as might be deemed necessary in the Case of Leases or Demises for building, improving, or repairing, and so far as the respective Lessee or Lessees to whom such Lease or Leases shall be made as aforesaid should seal and deliver a Counterpart or Counterparts of such Lease and Leases respectively, and should thereby respectively covenant for the Payment of the Rents and Reservations to be thereby respectively reserved and made payable, and in case of the Demises or Leases for the Purpose of building, improving, or repairing, should likewise enter into Covenants for building, improving, or repairing, and such other Covenants as the Person or Persons granting such Leases respectively might deem necessary or expedient for the respective Purposes aforesaid: And whereas the said Sir *John Ramsden* died in the Month of *July* One thousand eight hundred and thirty-nine, without having revoked his said Will, and without having altered the same, except so far as the same was altered by a Codicil thereto dated the Eighth Day of *February* One thousand eight hundred and thirty-eight, not in anywise relating to or affecting the said Testator's Real Estate; and the said Will and Codicil were duly proved in the Prerogative Court of *York*, by the Executors therein named, on the Twelfth Day of *November* One thousand eight hundred and thirty-nine: And whereas, previously to the Year One thousand eight hundred and sixteen, the said Sir *John Ramsden* made divers Building Leases of Parts of his Hereditaments in the Townships of *Huddersfield* and *Almondbury*, for Terms of Sixty Years, at Ground Rents, in which Leases are contained Covenants on the Part of the said Sir *John Ramsden* for Renewals of the said Leases, on Requests or Applications within the respective Times and on Payment of the several fixed or ascertained Sums or Fines therein mentioned: And whereas the said Sir *John Ramsden*, in and after the Year One thousand eight hundred and sixteen, made divers other Leases of other Parts of his said Hereditaments in the said Townships of *Huddersfield* and *Almondbury*, for the Term of Sixty Years, in which last-mentioned Leases are contained Covenants on the Part of the said Sir *John Ramsden* for Renewals of the said Leases, on Requests or Applications within the respective Times and on Payment of such several Fines, to be ascertained or calculated by and with reference to the improved Value of the demised Premises, as in such last-mentioned Leases mentioned: And whereas during the Continuance of the Ownership of the said Sir *John Ramsden* the Population and Buildings on his Estate in the Townships of *Huddersfield* and *Almondbury*, and the adjoining Townships of *Lockwood*, *Honley*, and *Dalton*, greatly increased, and the Town of *Huddersfield* has become a considerable manufacturing Town, and is for the most part built on the Land of the said Sir *John Ramsden*: And whereas the System or Manner of dealing with his Lands and Hereditaments in the Townships of *Huddersfield* and *Almondbury*, and the said adjoining Townships, for Building Purposes, acted upon by the said Sir *John Ramsden*, in and after the Year One thousand eight hundred and sixteen, and up to the Time of his Decease, was as follows; that is to say, no Agreements in Writing were entered into by the said Sir *John Ramsden*

Codicil not affecting Real Estates, 8th Feb. 1838.

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or any Agent by him authorized with the Persons desirous of taking such Land on Lease for Building Purposes, nor were any Leases granted to such Persons before the Erection by them of Houses or Buildings on the said Land, but upon Application by Persons desirous of taking such Land on Lease for Building Purposes to the Steward or Agent of the said Sir *John Ramsden* such Steward or Agent specified or mentioned to such Persons respectively the Ground Rents or Rate of Ground Rent proportioned to the superficial Extent or Measurement of the Land so proposed to be taken, and such Persons were thereupon permitted to take possession, upon the Understanding or Agreement that after the Erection by the Persons so taking possession of such Lands of substantial Houses or Buildings thereon, to the Satisfaction of the Steward or Agent of the said Sir *John Ramsden*, Leases would be granted to them respectively in the Form in which Sir *John Ramsden* was accustomed to grant Building Leases, and after the Erection of such Houses or Buildings Leases were granted to such Persons by the said Sir *John Ramsden* in the Form or to the Effect of the Form of Lease set forth in the Schedule (B.) to this Act: And whereas by reason and on the Faith of the Uniformity of the System or Manner of dealing with his said Lands and Hereditaments, and the Fulfilment by the said Sir *John Ramsden* of the Expectations or Promises so raised or given by his Steward or Agent, many Persons were induced to erect Houses and Buildings on the said Lands and Hereditaments of the said Sir *John Ramsden* in the said Townships of *Huddersfield* and *Almondbury*, and the said adjoining Townships, without written Agreements, and without Specification of or Reference to the Terms or Conditions of such Leases, except as before mentioned or referred to, on the Faith of Leases being granted according to the System aforesaid: And whereas the Leases granted by Sir *John Ramsden* in pursuance of the Custom herein-before mentioned were in accordance with the Form of Lease set forth in Schedule (B.) to this Act annexed, except that they did not contain the Covenant therein mentioned; that is to say, "and also that he the said *A.B.* (the Lessee), his Executors, Administrators, or Assigns, shall not, nor will at any Time during the said Term, put out, occupy, or use any Windows or Lights on the Side of the said Piece or Parcel of Ground, Dwelling House, Warehouses, Buildings, and Premises:" And whereas at the Time of the Death of the said Sir *John Ramsden* many Persons who had applied for and taken Land as aforesaid had erected and built Houses and Buildings, and were in the Course of erecting Houses and Buildings, on the said Lands and Hereditaments, but the Leases of such Land, Houses, and Buildings had not been granted: And whereas in many Instances Leases which ought to have been granted by the said Sir *John Ramsden* in his Lifetime, pursuant to such Applications and Understanding, and according to such System as aforesaid, were not so granted by him, by reason of the Delay in preparing such Leases by his Steward *John Bower*, who was a Person of advanced Age and declining Health, with a great Weight and Arrear of Business upon him: And whereas by an Act of Parliament made and passed in the Fourteenth Year of the Reign of King *George* the Third, intituled *An Act for enabling Sir John Ramsden Baronet to make and maintain a navigable Canal from the River Calder, between a Bridge called Cooper's Bridge and the Mouth of the River Colne, to the King's Mill near*

14 G. 3. c. 13.
enabling Sir
John Rams-
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a Canal.

near the Town of Huddersfield in the West Riding of the County of York, it was amongst other things enacted, that it should be lawful to and for the said Sir John Ramsden, his Heirs and Assigns, from Time to Time and at all Times thereafter, to make, maintain, and support a navigable Canal, for Boats, Barges, and other Vessels, from the said River Calder, between a Bridge called *Cooper's Bridge* and the Mouth of the River Colne, along the North Side of the said River to a Mill called the *King's Mill* near the Town of *Huddersfield* aforesaid; and by the said Act it was enacted, that it should be lawful for the said Sir John Ramsden, his Heirs and Assigns, to take for Tonnage for all Goods, Wares, Merchandize, Commodities, and other Things which should be navigated, carried, or conveyed upon or along the said Canal, such Rates and Dues as the said Sir John Ramsden, his Heirs and Assigns, should think fit, not exceeding the Rates and Dues in such Act mentioned: And whereas the said *John Charles Ramsden*, by his last Will in Writing, bearing Date the Tenth Day of *February* One thousand eight hundred and thirty-five, duly executed and attested for the Appointment of Testamentary Guardians, requested that should his dear Wife the said *Isabella Ramsden* not live until his Children attained the Age of Twenty-one Years, and they lose her as their natural Guardian, that her Brother the Honourable Sir *Robert Lawrence Dundas*, and her Brother-in-Law the said *Charles William Earl Fitzwilliam*, would have the Kindness to act as their Guardians, together with his dear Father, the said Sir *John Ramsden*: And whereas the said *John Charles Ramsden* made an unattested Codicil to his said Will, such Codicil being dated *July* One, One thousand eight hundred and thirty-six, and thereby declared that it having pleased God, since he had made his Will, to add grievously to the Cares of his dear Friend Earl *Fitzwilliam*, whereby he might not have Time to act as Guardian to his the said Testator's dear Children, it was his Wish to deliver him the said Earl *Fitzwilliam* from that additional Burthen, hoping that he would, when he had Opportunity, give such Advice respecting the Education of the said Testator's dear Boy, and the Management of his Affairs, as seemed best to his good Judgment, and in other Matters that were for his Interest and Welfare; and he the said Testator requested his Wife's Nephew, and his dear Friend, the Honourable *Thomas Dundas*, now *Thomas Earl of Zetland*, and his dear Brother *Charles*, would take upon themselves, together with his dear Father and Sir *Robert Dundas* (as named in his Will), the Duty of Guardians of his dear Boy till he came of the Age of Twenty-one Years: And whereas the said *John Charles Ramsden* died in the Month of *December* One thousand eight hundred and thirty-six, without having revoked or altered his said Will in the respects aforesaid, and except by the said Codicil: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said Sir *Robert Lawrence Dundas*, bearing Date the Sixth Day of *May* One thousand eight hundred and forty-four, the said Sir *Robert Lawrence Dundas* did renounce, refuse, and for ever disclaim the said Guardianship, and all the Powers, Authorities, Estates, Rights, and Interests whatsoever given to or vested in him by the said Will and Codicils of the said *John Charles Ramsden*: And whereas the said Sir *John William Ramsden* is now an Infant of the Age of Twelve Years or thereabouts: And whereas the said *William Ramsden*

Will of
John Charles
Ramsden,
Esq., dated
10th Feb.
1835.

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has no Issue Male: And whereas the said *Henry James Ramsden* intermarried with the Honourable *Frederica Selina Law*, and has Issue Male Three Sons only, viz., the said *Frederic Henry Ramsden* and *John Charles Francis Ramsden* and *Henry James Ramsden* the younger, all Infants under the Age of Twenty-one Years: And whereas the said *Charles Ramsden* has no Issue Male: And whereas the said *Louisa Mary Isabella Ramsden* is unmarried: And whereas the said *Caroline Paulet* has Issue Male Three Sons only, the said *Charles William Paulet*, *Frederick John Paulet*, and *Cecil Henry Paulet*, all Infants under the Age of Twenty-one Years: And whereas the said *Lowther Augustus John Lord Muncaster* died in the Month of *April* One thousand eight hundred and thirty-eight: And whereas the said *Frances Lady Muncaster* has Issue Male Three Sons only, viz., the said *Gamel Augustus Lord Muncaster* and *Joscelyn Francis de Pennington* and *Alan Joseph de Pennington*, all Infants under the Age of Twenty-one Years: And whereas by an Order of the High Court of Chancery bearing Date the Tenth Day of *June* One thousand eight hundred and forty-four the said *Frances Lady Muncaster* was appointed Guardian of the Persons and Estates of the said *Gamel Augustus Lord Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, for the Purposes of consenting on behalf of the said *Gamel Augustus Lord Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, and each of them, to the passing into Law of this Act: And whereas since the Death of the said *Sir John Ramsden* Difficulties have arisen concerning the Renewal of Leases in pursuance of the Covenants for Renewal entered into by the said *Sir John Ramsden*: And whereas Difficulties have also arisen as to the Powers to grant Leases to the Persons who applied for and took Land, and have erected Houses and Buildings, on the Faith of Leases being granted to them according to the System herein-before mentioned: And whereas it would be greatly for the Benefit of the Persons who are and may be interested under the Limitations of the said Will of the said *Sir John Ramsden* if Powers were given for granting Leases to Persons who applied for and took Land as aforesaid in the Lifetime of the said *Sir John Ramsden*, and who have erected and built Houses and Buildings on such Land on the Faith of the System and Understanding herein-before mentioned: And whereas the Hereditaments by the said Will devised within the said Townships of *Lockwood*, *Honley*, and *Dalton* closely adjoin and are of a similar Description to the said Hereditaments devised by the said Will within the Township of *Almondbury*, and are Part and Parcel of the Estates devised by the Will of the said *Sir John Ramsden*, and known as the *Huddersfield* and *Almondbury* Estates: And whereas it would be greatly for the Benefit of the Persons who are and may be interested under the Limitations of the said Will of the said *Sir John Ramsden* if more effectual Powers were given of renewing and granting Leases of the said Hereditaments in the Townships of *Huddersfield* and *Almondbury* devised by the said Will, and also of the Hereditaments devised by the said Will which are within the Townships of *Lockwood* and *Honley* within the Parish of *Almondbury*, and the Township of *Dalton* in the Parish of *Kirkheaton*, with Authority to insert in the Leases to be renewed and granted respectively explicit Covenants for
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the Renewal thereof, and if Powers were also given for entering into and executing preliminary Contracts for Leases, and for appropriating convenient Parts of the said devised Hereditaments to the Formation of Streets and Ways and other public Purposes conducive to the general Improvement of the said devised Estate, and if more effectual Powers were given for granting Leases of the said Canal, and the Rates and Dues payable under the Powers of the said Act of the Fourteenth Year of King *George* the Third, and also Powers for making and entering into Contracts or Agreements with the Proprietors of any other Canal, or with the Proprietors of any Railway, for the Division or Apportionment of the Rates, Tolls, and Dues taken in respect of the said Canal so authorized to be made by the said Sir *John Ramsden*, and in respect of such other Canal or of such Railway, and to make and enter into other Contracts with the Proprietors of other Canals, or with the Proprietors of any Railway: And whereas by reason of the Limitations of the said Will of the said Sir *John Ramsden* the Purposes before mentioned cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Isabella Ramsden* and *Charles William Earl Fitzwilliam* on behalf of the said Sir *John William Ramsden*, the said *William Ramsden*, *Henry James Ramsden* on behalf of himself and the said *Frederic Henry Ramsden*, *John Charles Francis Ramsden*, and *Henry James Ramsden* the younger, the said *Charles Ramsden*, *Louisa Mary Isabella Ramsden*, Lord *Charles Paulet* and *Caroline Margaret* his Wife, the said Lord *Charles Paulet* (on behalf of themselves and the said *Charles William Paulet*, *Frederic John Paulet*, and *Cecil Henry Paulet*), the said *Frances Lady Muncaster* on behalf of herself and the said *Gamel Augustus Lord Muncaster*, *Joscelyn Francis de Pennington*, and *Alan Joseph de Pennington*, and the said *Edward Horsman* and *Charlotte Louisa* his Wife, 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, That it shall and may be lawful to and for the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said Sir *John William Ramsden*, and after the Decease of such Survivor to and for the Guardian or Guardians for the Time being of the said Sir *John William Ramsden* during his Minority, and when and so soon as the said Sir *John William Ramsden* shall attain his Age of Twenty-one Years, or depart this Life under that Age, then to and for the Tenant for Life for the Time being entitled under the said Will of the said Sir *John Ramsden* in possession, or in remainder immediately expectant on the Determination of the said Terms of One thousand Years and Ninety-nine Years, or of such one of the said Terms as may for the Time being be undetermined, to the Lands and Hereditaments hereby authorized to be demised and leased, if of full Age, and if not then for his Guardian or Guardians, and also for the Guardian or Guardians of any Tenant in Tail under the Age of Twenty-one Years entitled under the said Will of the said Sir *John Ramsden* in possession, or in remainder immediately expectant as

Power for Guardians of Sir John W. Ramsden during his Minority, and on his attaining Twenty-one for the Tenants for Life, if of full Age, and for Guardians of Tenants in Tail under Age, to lease Estates in Huddersfield and Almondbury specified in Schedule.

aforsaid,

aforesaid, during the Minority of such Tenant in Tail, by Indenture or Indentures, to be sealed and delivered by them, him, or her respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to demise, lease, or grant to any Person or Persons who in the Lifetime of the said Sir *John Ramsden* applied for and took under the System herein-before described, and on the Faith of a Lease or Leases being granted according to such System as aforesaid, any Part or Parts of the said Lands or Hereditaments devised by the said Sir *John Ramsden*, and mentioned in the Schedule (A.) to this Act annexed, and who hath or have erected and built any House or Houses, Building or Buildings thereon, for the Term and with and subject to the Covenants, Provisoos, and Agreements mentioned and contained in the Form of Lease set forth in the Schedule (B.) to this Act annexed, with such Variations as the Parcels, Exceptions, Number of Parties, and Circumstances may require, at the Ground Rent or Ground Rents mentioned and specified with reference to each particular Case respectively, the Term to be granted by each such Lease respectively to commence and be computed from the Day or Time or from some Date not exceeding Six Calendar Months from the Day or Time when the House or Houses, Building or Buildings on the Land so to be demised shall have been completed.

Power to renew such Leases as Sir *John Ramsden* would have been bound to renew if living.

II. And be it enacted, That it shall be lawful to and for the Persons or Person for the Time being by this Act authorized and empowered to demise, lease, or grant as herein-before mentioned, by Indenture or Indentures, to be executed and attested as aforesaid, to renew any Lease or Leases granted by the said Sir *John Ramsden* deceased of any Part or Parts of the Land and Hereditaments mentioned in the Schedule to this Act annexed, which the said Sir *John Ramsden*, if living, would have been bound to renew, and for such Term or Terms, at such Rent or Rents, and with such or the like Covenants, Provisoos, and Agreements for, at, and with which the said Sir *John Ramsden*, if living, would be bound to grant such Renewals.

Power to grant original Leases for Terms not exceeding Sixty Years, with Liberty for Lessees to appropriate Lands for Yards, Gardens, &c., and to dig and take Stones, Earth, &c., and to pull down Buildings for the Purposes of rebuilding,

III. And be it enacted, That it shall and may be lawful to and for the Person or Persons for the Time being authorized by this Act to demise, lease, or grant as aforesaid, to demise, lease, or grant all or any Part or Parts of the Lands and Hereditaments situate in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, or either of them, devised by the said Will of the said Sir *John Ramsden*, and specified in the Schedule (A.) to this Act, unto any Person or Persons who shall covenant and agree to build or rebuild, or substantially repair or improve, any House or Houses on the said Lands and Hereditaments or any Part or Parts thereof, or unto the Executors, Administrators, or Assigns, Nominee or Nominees of such Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Land and Hereditaments to be comprised in any such Demise or Lease for Yards, Gardens, Ways, Passages, and other Conveniences

Conveniences to be attached to the Houses or other Buildings built or which may be built on the Hereditaments so demised or leased, and to make and use Drains, Sewers, Watercourses, and other Easements, and to dig and take such Stones, Earth, Clay, Sand, Loam, or Gravel as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings, Repairs, or Improvements as aforesaid, and also to take or pull down any Houses or other Buildings on the Land and Hereditaments so to be demised or leased, for the Purpose of such rebuilding, repairing, or Improvement as aforesaid, or of building any other such Houses or other Buildings as aforesaid, and to insert or cause to be inserted in such last-mentioned Demises or Leases all such Exceptions, Conditions, Clauses, and Covenants as by the Person or Persons exercising this Power shall be deemed convenient, or for the Improvement of the Lands and Hereditaments hereby authorized to be demised, so nevertheless that upon every such last-mentioned Demise, Lease, or Grant there be reserved the best and most improved yearly Rent or Rents, to be payable half-yearly or oftener during the Continuance of the Term thereby created, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased as aforesaid, that, having regard to the Buildings, Repairs, or Improvements by such Indenture of Demise covenanted or agreed to be erected or made, can be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof: Provided always, that there be contained in every Demise or Lease under the Powers aforesaid a Covenant by the Lessee for the Payment of the yearly Rent or Rents, and also a Clause in the Nature of a Condition for Re-entry for Nonpayment of the Rent thereby respectively reserved by the Space of Sixty Days next after the same shall become payable; and that the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively.

repairing, or improving.

IV. And be it enacted, That it shall and may be lawful to and for the Person or Persons for the Time being authorized by this Act to demise, lease, or grant as aforesaid, to insert when, and, if they, he, or she shall think fit, in any Indenture of Lease to be made under the Authority lastly herein-before contained; a Covenant for the Renewal thereof by the Person or Persons for the Time being entitled to the Reversion of the demised Premises expectant on the Determination of such Lease, on the Request of the Lessee or Lessees; his, her, or their Executors, Administrators, or Assigns, to be made for that Purpose in Writing within Six Calendar Months after the Expiration of the first Twenty Years of the Term thereby granted, on Payment (within the same Six Calendar Months) of such Fine as in such Lease shall be mentioned in that Behalf, such Renewal to be for the like Term of Years for which the original Lease shall be granted, but to commence and be computed from the Expiration of such Twenty Years; and in case such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, shall neglect (for the Space of Six Calendar Months next after the Expiration of the said Twenty Years) to apply for such Renewal as aforesaid, or to pay such Fine as aforesaid, then for the Renewal of such Lease by the Person or Persons for the Time being entitled to the Reversion of the demised Premises

Power for Persons by this Act authorized to lease or grant to insert in the Lease or Grant a Covenant for Renewal thereof.

Terms on which Renewals to be granted.

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expectant as aforesaid, on the Request of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be made for that Purpose in Writing within Twelve Calendar Months next after the Expiration of the first Forty Years of the Term thereby granted, and on Payment within the same Twelve Calendar Months of such increased Fine as in such Lease shall be mentioned in that Behalf, such Renewal as last aforesaid to be for the like Term of Years for which the original Lease shall be granted, but to commence and be computed from the Expiration of such Forty Years as aforesaid; every renewed Lease to be granted under such Covenant for Renewal, or under any Covenant for Renewal, to be contained in any renewed Lease, to be at the same Rent, and to contain such or the like Covenants, Conditions, and Clauses, as the Lease in renewal whereof the same shall be granted, excepting only such Covenants for building or improving as shall already have been fully executed and performed, but including the like Covenant for Renewal as aforesaid, upon such Application and Payment as aforesaid, within One of the respective Times aforesaid, but not otherwise; and the Fine to be by such Covenant for Renewal made payable in case of an Application for Renewal within Six Calendar Months after the Expiration of the first Twenty Years of the Term shall be a fixed Sum of Money not less than double the Amount of the yearly Rent reserved on such Lease, or (if the Person or Persons granting such Lease under the Power by this Act given shall so think fit) a Fine proportioned to or calculated on the improved yearly Value of the Premises thereby demised, and all Buildings and Erections thereon at the Time of such Renewal, and not less than One Year's improved Value; and in case the Fine payable on the Renewal (within Six Calendar Months after the Expiration of the first Twenty Years of the Term) shall be a fixed Sum of Money, the Fine payable on Renewal within Twelve Calendar Months after the Expiration of the first Forty Years of the same Term shall not be less than Five Times the Amount of such fixed Sum of Money; and in case the Fine payable on Renewal within Six Calendar Months after the Expiration of the first Twenty Years of the Term shall be proportioned to or calculated on the improved yearly Value as aforesaid, the Fine payable on the Renewal within Twelve Calendar Months after the Expiration of the first Forty Years of the Term shall not be less than Ten Times the Amount of the improved yearly Value of the demised Premises at the Expiration of such first Forty Years; and in such Leases may be inserted such Provisions for ascertaining such improved yearly Value as to the Person or Persons exercising this Power may appear convenient.

Power to
renew Leases
granted
under the
Authority of
this Act.

V. And be it enacted, That it shall be lawful to and for the Persons or Person for the Time being by this Act authorized and empowered to demise, lease, or grant, as herein-before mentioned, to renew any Lease or Leases which shall under the Authority of this Act have been granted, with Covenants for the Renewal thereof, according to the Terms and in manner in such respective Covenants mentioned.

Power to
enter into

VI. And be it enacted, That it shall and may be lawful to and for the Person or Persons for the Time being authorized and empowered by

by this Act to demise, lease, or grant as aforesaid, from Time to Time to enter into a Contract or Contracts under his, her, or their Hands for granting any Lease or Leases of any Part or Parts of the Land and Hereditaments mentioned in the Schedule (A.) to this Act, pursuant to the Powers herein contained, and for such Term and with such Covenants and Clauses as are provided or authorized by this Act, and to agree, when and as the Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon or rebuilt, repaired or improved, in the Manner and to the Extent to be stipulated in any such Contract, and the Buildings shall have progressed to the Extent mentioned in such Contract or Agreement, by One or more Indenture or Indentures to demise and lease the Hereditaments so agreed to be let, or such Part or Parts thereof as shall be so built upon, with the Buildings thereupon erected and built or rebuilt, or repaired and improved, with the Yards, Garden, or other the Premises to be held therewith, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term, or a Term equal to the Remainder then unexpired of the Term, specified in such Contract or Agreement, and in such Parts and Parcels, and under and subject to such Parts or Proportions of the yearly Rent or Rents, to be specified in such Contracts or Agreements respectively, as shall be thought proper or convenient.

preliminary
Contracts
for Leases.

VII. And be it enacted, That it shall and may be lawful to and for the Person or Persons for the Time being authorized and empowered by this Act to demise, lease, or grant as aforesaid, from Time to Time, as there shall be Occasion, to allot and set out any convenient Part or Parts of the Land and Hereditaments mentioned in the Schedule (A.) to this Act annexed for the Purposes of forming Roads, Streets, Squares, Market Places, Drains, Ways, and Avenues, or for other Purposes, for the general Improvement and Advantage of the said Land and Hereditaments, and in such Manner and on such Terms as shall be thought necessary or convenient, for the Use or Convenience of the Occupiers of the Houses and other Buildings erected or to be erected on the said Land and Hereditaments hereby authorized to be demised, or any Part thereof, and to do all necessary Acts for dedicating to the Public any Roads, Streets, or Ways as aforesaid.

Power to
allot Parts of
Lands for
forming
Roads,
Streets,
Squares, &c.

VIII. And be it enacted, That in all Suits concerning the granting of any Leases to be granted under any of the Powers in this Act contained the Persons or Person for the Time being by this Act authorized and empowered to demise, lease, or grant, as herein-before mentioned, shall represent all the Persons either legally or beneficially interested in the said Lands and Hereditaments mentioned in the Schedule (A.) to this Act, other than and besides the Person or Persons being or claiming to be entitled to or interested in any such Lease or Leases, in the same Manner and to the same Extent as the Executors or Administrators in Suits concerning Personal Estate represent the Persons beneficially interested in such Personal Estate; and in such Cases it shall not be necessary to make the Persons so either legally or beneficially interested in the said Lands and Hereditaments (except the Person or Persons being or claiming to be entitled

As to Parties
to Suits, &c.

entitled to or interested in any such Lease or Leases) Parties to the Suit; but the Court may, upon Consideration of the Matter on the Hearing, if it shall so think fit, order such Persons or any of them respectively to be made Parties.

Powers to
lease the
Canal Rates
and Dues.

IX. And be it enacted, That it shall and may be lawful to and for the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said *Sir John William Ramsden*, and after the Decease of such Survivor to and for the Guardians or Guardian for the Time being of the said *Sir John William Ramsden* during his Minority, and when and so soon as the said *Sir John William Ramsden* shall attain his Age of Twenty-one Years, or depart this Life under that Age, then to and for the Tenant for Life for the Time being entitled under the said Will of the said *Sir John Ramsden* in possession, or in remainder immediately expectant on the Determination of the said Terms of One thousand Years and Ninety-nine Years, or of such One of the said Terms as may for the Time being be undetermined, to the Canal Rates and Dues hereafter authorized to be leased and granted, if of full Age, and if not then for his Guardian or Guardians, and also for the Guardian or Guardians of any Tenant in Tail under the Age of Twenty-one Years entitled under the said Will of the said *Sir John Ramsden* in possession, or in remainder immediately expectant as aforesaid, during the Minority of such Tenant in Tail, by Indenture or Indentures, to be sealed and delivered by them, him, or her respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to lease or grant the said Canal so authorized to be made by the said *Sir John Ramsden* as aforesaid (and which said Canal is more particularly mentioned and described in the Schedule (A.) to this Act annexed), or the Rates and Dues by the said Act authorized to be taken on the said Canal, and the said Rates and Dues, with or without any Wharfs, Warehouses, or Hereditaments, devised by the said Will of the said *Sir John Ramsden*, and convenient to be held with such Canal, for any Term or Number of Years not exceeding Thirty Years, for or in consideration of such fixed Rent or Rents, or annual Sum or Sums of Money, or such Share or proportionate Part of the aggregate Receipts of or from such Rates and Dues, or partly in consideration of such fixed annual Sum or Sums, and partly in consideration of such Share or proportionate Part of such aggregate Receipts, or of the Excess of such aggregate Receipts beyond any stipulated Amount, such Rents, Sums, Share, or proportionate Parts as aforesaid to be paid yearly or oftener during the Continuance of the Term thereby created, to be incident to the immediate Reversion of the Canal Rates and Dues and Hereditaments so to be leased or granted, as can be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof, and so that there be contained in every such Lease or Grant a Clause in the Nature of a Condition for Re-entry for Nonpayment of the Rent, Sum, or other Reservations or Payments thereby respectively reserved, by the Space of Sixty Days next after the same shall become payable, and subject to such Stipulation in other respects as to the Persons or Person exercising this Power may seem expedient,

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and so that the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively.

X. And be it enacted, That it shall be lawful for the Person or Persons who for the Time being are by this Act authorized to lease or grant as last aforesaid from Time to Time to make and enter into any Contract or Agreement with the Proprietors of any other Canal or the Proprietors of any Railway respectively communicating with or forming Part of a Line of Communication with the Townships of *Huddersfield* and *Almondbury*, or either of them, or the Neighbourhood thereof respectively, either for the Division or Apportionment of the Rates and Dues to be received in respect of the said Canal mentioned in the Schedule (A.) to this Act, and the Rates, Tolls, or Dues to be received in respect of such other Canal or such Railway, or for the Passage, Navigation, or Carriage over or along the said Canal mentioned in the Schedule (A.) to this Act of the Boats or Barges, Goods, Wares, Merchandize, Articles, or Things, which shall pass or navigate or be carried over or along any such other Canal or over or along the Line of any such Railway as aforesaid, or for the Passage, Navigation, or Carriage over or along any such other Canal or over or along the Line of any such Railway of the Boats, Barges, Goods, Wares, Merchandize, Articles, and Things respectively which shall pass, navigate, or be carried over or along the said Canal mentioned in the Schedule (A.) to this Act, upon the Payment of such Rates, Dues, or Tolls, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to exchange or grant all or any Part of the Rates and Dues payable in respect of the said Canal mentioned in the Schedule (A.) to this Act, or the said Canal, and the Rates and Dues payable in respect thereof, with any Wharfs or Hereditaments convenient to be held with such Canal, for or in consideration of any Share or Shares of the Capital Stock of the Proprietors of any such other Canal or of the Proprietors of any such Railway as aforesaid, and generally to make and enter into other Contracts with the Proprietors of any other Canal or with the Proprietors of any Railway respectively communicating with or forming Part of a Line of Communication with the Townships of *Huddersfield* and *Almondbury*, or either of them, or the Neighbourhood thereof respectively, as may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon.

Power to enter into Contracts in reference to the Canal.

XI. Provided always, and be it enacted, That any Share or Shares of the Capital Stock of the Proprietors of any such other Canal or of the Proprietors of any such Railway as aforesaid which shall be taken in exchange for all or any Part of the Rates and Dues payable in respect of the said Canal mentioned in the Schedule (A.) to this Act, or for the said Canal and the said Rates and Dues, and any Wharfs or Hereditaments convenient to be held with such Canal, shall be conveyed or assigned or transferred to the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, or the Survivor of them, their or his Heirs, Executors, or Administrators, or other the Trustees or Trustee for the Time being appointed in the Room of

Canal or Railway Shares to be transferred to Trustees under Sir John Ramsden's Will, to the Uses and Trusts of same Will.

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the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, upon such Trusts as will correspond with the Uses, Trusts, and Powers by the said Will of the said *Sir John Ramsden* limited and declared of and concerning the said Canal mentioned in the Schedule (A.) to this Act, and as if the same Shares of Capital Stock were in Equity subject to be converted into or laid out in the Purchase of Freehold Hereditaments, to be settled to the same Uses and upon the same Trusts, and with the same Powers, as by the said Will are limited and declared of and concerning the said Canal.

Covenants and Agreements entered into in pursuance of this Act to run with the Land.

XII. And be it enacted, That all Covenants and Agreements which shall be entered into in pursuance of the Powers herein-before contained by the Persons or Person for the Time being by this Act authorized to demise, lease, or grant as aforesaid, except the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said *Sir John William Ramsden*, and any Guardian or Guardians of any Infant, shall (unless the Operation of such Covenant or Agreement shall be expressly restrained) be binding at Law and in Equity upon the Person or Persons entering into the same, and all Persons claiming or to claim the Lands or Hereditaments to which such Covenants or Agreements shall relate, by, from, through, under, or in trust for him, her, or them, and also upon all and every Person and Persons who shall or may have or claim any Remainder, Reversion, or other Estate or Interest of and in the same Lands and Hereditaments under or by virtue of the said Will of the said *Sir John Ramsden*, or under the Exercise of any Power or Powers therein contained, and his or their Heirs, Executors, Administrators, and Assigns, but in respect only of the same Lands and Hereditaments and to the same Extent and in the same Manner only as if such Covenants and Agreements had been entered into by the said *Sir John Ramsden* (notwithstanding the Want of Privity between the Covenantors in such Covenants or Agreements and any such Person or Persons to be bound thereby as aforesaid, or the Want or Omission of any Words expressly binding such Persons or any of them); but such Covenants or Agreements shall not be binding on the Covenantors, or on any Person or Persons entitled to any particular or determinable Estate or Estates of and in the Lands or Hereditaments to which the same respectively shall relate, nor his, her, or their Heirs, Executors, Administrators, or Assigns, after the Determination of his, her, or their Estate or Estates, Interest or Interests in the same Hereditaments, to any greater Extent than as aforesaid; and every such Covenant or Agreement so to be entered into by the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, or the Survivors or Survivor of them, or other the Guardians or Guardian of the said *Sir John William Ramsden* during the Minority of the said *Sir John William Ramsden*, or of any other Infant, shall be binding at Law and in Equity upon the Estate of the said *Sir John William Ramsden* or such other Infant respectively, as well during his or her Infancy as after he or she shall have attained the Age of Twenty-one Years, and shall also be binding upon all and every Persons and Person who would under the Provisions herein-before contained in that Behalf have been bound by such Covenants and

and Agreements, and to the same Extent as they would under this Act have been so respectively bound if the same had been entered into by the said Sir *John William Ramsden* or such other Infant respectively after he or she had attained his or her full Age; but such Covenants or Agreements shall not be binding on the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden,* and *Thomas Earl of Zetland,* or the Survivors or Survivor of them, or such Guardians or Guardian, or any of them, save and except for any Act, Matter, or Thing to be done, committed, or suffered by them, him, or her respectively, and save and except, so far as relates to the said *Charles Ramsden,* to the Extent and in such Manner as he would under this Act have been bound as a Remainder-man in case such Covenants or Agreements had been entered into by the said Sir *John William Ramsden.*

XIII. And be it enacted by the Authority aforesaid, That the Receipts in Writing of the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden,* and *Thomas Earl of Zetland,* or the Survivors or Survivor of them, or the Guardians or Guardian for the Time being of the said Sir *John William Ramsden,* for any Fines payable upon the Renewal of any Leases which shall be renewed during the Minority of the said Sir *John William Ramsden,* and for any other Monies payable to the Use of the said Sir *John William Ramsden,* under or by virtue of this Act, shall be sufficient Discharges for the same; and that the Persons to whom such Receipts shall be given respectively shall not be answerable or accountable for the Misapplication or Nonapplication or be in anywise concerned to see to the Application of the Money therein expressed to be received.

Receipts of Mrs. Ramsden, Earl Fitzwilliam, and Charles Ramsden, for Fines on Renewals, to be sufficient Discharges.

XIV. Provided also, and be it enacted, That nothing in this Act contained shall in anywise defeat or prejudice the Powers of granting Leases or any other Powers contained in the Will of the said Sir *John Ramsden,* or any Lease which hath been heretofore made of any of the said Lands or Hereditaments under and by virtue of the same Powers, but the Powers of granting Leases contained in the said Will and the Powers of granting Leases contained in this Act respectively, and all Leases to be hereafter made and granted in exercise of the said several Powers, shall subsist and take effect as if all the said Powers were contained in one and the same Instrument: Provided likewise, that nothing in this Act shall in anywise defeat, diminish, obstruct, or prejudice the Interest, Rights, or Remedies of any Person or Persons whomsoever who is, are, or may be entitled to any Lease or Leases, or to the Renewal or Renewals of any Lease or Leases, of any Part or Parts of the said Lands and Hereditaments, but that all such Interests, Rights, and Remedies shall be, remain, and continue in full Force and Effect, and be exercisable and enforceable in all respects, as fully and effectually as if this Act had not been passed.

This Act not to prejudice leasing Powers in Sir John Ramsden's Will.

XV. And whereas the said *Charles William Earl Fitzwilliam* hath not attended to signify his Acceptance of the Trusts hereby reposed in him; be it therefore enacted, That it shall and may be lawful for the said *Charles William Earl Fitzwilliam* to signify his Acceptance of

Enabling Charles William Earl Fitzwilliam to accept the

Trust after
the passing
of the Act.

of the same Trusts by any Writing under his Hand attested by Two or more Witnesses, and that One of such Witnesses shall and may make Affidavit of such Signature before a Master or Master Extraordinary of the High Court of Chancery; and in the meantime, and until such Affidavit shall be made and filed in the said Court, it shall not be lawful for the said *Charles William Earl Fitzwilliam* to act as Trustee in the Execution of this Act; nor shall any of the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared during the Lifetime of the said *Charles William Earl Fitzwilliam*, so long as he shall omit or refuse to accept the said Trust, and Proof shall not be made of such Acceptance in manner before directed, be executed, exercised, and put in force; any thing herein contained to the contrary thereof in anywise notwithstanding.

Expences of
this Act.

XVI. And be it enacted, That the Costs, Charges, and Expences of applying for and obtaining this Act, or preparatory thereto, shall be paid out of the surplus Rents and Profits of the said Hereditaments devised by the said Will, which under the Trusts of the said Term of Ninety-nine Years by the said Will limited are subject to be invested and accumulated as herein-before mentioned: Provided always, that it shall be lawful for the Court of Chancery, from Time to Time, upon Petition to be presented in a summary Way by the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Charles Ramsden, and Thomas Earl of Zetland*, to make such Order as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, or otherwise in carrying into execution the Trusts and Purposes of this Act.

General
Saving.

XVII. Saving always unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, and Administrators, (other than and except to the said *Isabella Ramsden, Charles William Earl Fitzwilliam, Thomas Earl of Zetland, Lord Viscount Milton, Sir Edward Vavasour, Edward William Harvey Lord Hawke, George Lane Fox, Sir John William Ramsden, and the Heirs of his Body, and the First and other Sons of the said Sir John William Ramsden, and the Heirs Male of their respective Bodies, William Ramsden, and the Heirs of his Body, and the First and other Sons of the said William Ramsden, and the Heirs Male of their respective Bodies, Henry James Ramsden, and the Heirs of his Body, Frederic Henry Ramsden, and the First and other Sons of the said Frederic Henry Ramsden, and the Heirs Male of their respective Bodies, John Charles Francis Ramsden, and the First and other Sons of the said John Charles Francis Ramsden, and the Heirs Male of their respective Bodies, Henry James Ramsden the younger, and the First and every other Son of the said Henry James Ramsden, and the Heirs Male of their respective Bodies, and the Fourth and every other younger Son of the said Henry James Ramsden the elder, and the Heirs Male of their respective Bodies, Charles Ramsden, and the Heirs of his Body, and the First and every other Son of the said Charles Ramsden, and the Heirs Male of their respective Bodies,*
Louisa

Louisa Mary Isabella Ramsden, and the Heirs of her Body, and the First and other Sons of the said *Louisa Mary Isabella Ramsden*, and the Heirs Male of their respective Bodies, Lord *Charles Paulet* and *Caroline Margaret* his Wife, and the Heirs of the Body of the said *Caroline Margaret*, *Charles William Paulet*, and the First and other Sons of the said *Charles William Paulet*, and the Heirs Male of their respective Bodies, *Frederic John Paulet*, *Cecil Henry Paulet*, and every other Son of the said *Caroline Lady Charles Paulet*, and the Heirs Male of their respective Bodies, *Frances Lady Muncaster*, and the Heirs of her Body, *Gamel Augustus Lord Muncaster*, and the First and other Sons of the said *Gamel Augustus Lord Muncaster*, and the Heirs Male of their respective Bodies, *Joscelyn Francis de Pennington*, and the First and other Sons of the said *Joscelyn Francis de Pennington*, and the Heirs Male of their respective Bodies, *Alan Joseph de Pennington*, and the First and other Sons of the said *Alan Joseph de Pennington*, and the Heirs Male of their respective Bodies, and the Fourth and every other younger Son of the said *Frances Lady Muncaster*, and the Heirs Male of their respective Bodies, *Edward Horsman* and *Charlotte Louisa* his Wife, and the Heirs of the Body of the said *Charlotte Louisa*, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim under or by virtue of the said Will of the said Sir *John Ramsden*, subsequently to the Estate limited to the said *Charlotte Louisa Horsman* and the Heirs of her Body,) all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever, of, into, out of, and upon the said Lands and Hereditaments mentioned in the Schedule to this Act annexed as they had before the passing of this Act, or could or might have had in case this Act had not been made.

XVIII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

SCHEDULES referred to by this Act.

SCHEDULE (A.)

Huddersfield Estate, in the West Riding of the County of York.

Divers Messuages, Cottages, Mills, Buildings, Lands, Tenements,
and Hereditaments situated in the Township of Huddersfield,

	A.	R.	P.
Containing	1,213	0	0

Almondbury Estate, in the said West Riding.

Divers Messuages, Cottages, Mills, Buildings, Lands, Tenements,
and Hereditaments situated in the several Townships or Hamlets and
containing the several Quantities following; viz.

	A.	R.	P.
In the Township of Almondbury	1,570	0	0
In the Township of Lockwood within the Parish of Almondbury	26	0	0
In the Township of Honley in the Parish of Almondbury	7	0	0
In the Township of Dalton in the Parish of Kirkheaton	41	2	0
	<hr style="width: 50%; margin: 0 auto;"/>	<hr style="width: 50%; margin: 0 auto;"/>	<hr style="width: 50%; margin: 0 auto;"/>
	1,644	2	0

A navigable Canal called Sir John Ramsden's Canal, from the River Calder, between a Bridge called Cooper's Bridge and the Mouth of the River Colne, to the King's Mill near the Town of Huddersfield in the West Riding of the County of York, made in pursuance of an Act passed in the Fourteenth Year of the Reign of King George the Third.

Thomas Brook.

SCHEDULE (B.)

This Indenture, made the _____ Day of _____ in the Year of our Lord One thousand eight hundred and _____ between Sir John Ramsden of Byram in the County of York, Baronet, of the one Part, and *A. B.* of _____ of the other Part, witnesseth, that for and in consideration of the Rents, Covenants, Provisoos, Restrictions, and Agreements by these Presents reserved, mentioned, and contained,

contained, on the Part and Behalf of the said *A. B.*, his Executors, Administrators, and Assigns, to be paid, observed, done, and performed, he the said Sir John Ramsden hath hereby demised, leased, set, and to farm let, and by these Presents doth demise, lease, set, and to farm let, unto the said *A. B.*, his Executors, Administrators, and Assigns, all that [*here describe the Property to be leased*], containing in Length from East to West on the North Side thereof, including the Footways herein-after mentioned Feet, and in Breadth from North to South at the East End thereof Feet, and at the West End thereof and is bounded on the East by the Street called on the West by a Street called on the North by Buildings and Premises in lease to and on the South by belonging to as the said Piece or Parcel of Ground and Premises are now marked out, to the Intent that Feet in Breadth along the East Side thereof, and Feet in Breadth along the West Side thereof, shall and may at all Times be occupied and used as and for public Footways, and for no other Use or Purpose whatsoever, and that Feet in Breadth, extending further Westwards of the said Feet on the East Side, shall and may be made use of for Steps, Area Windows, Cellar Windows, and Bow Windows, and subject to a Footway for the Use of the Lessee of the adjoining Premises along the North Side of the said Premises, as marked on the Plan, as the said Premises are delineated, described, and particularly set forth on and by a Plan in the Margin hereof, to which Reference being had will more fully appear, together with the Drains and Watercourses to the said demised Premises belonging, and free Liberty and Licence at all Times during the said Term for the said *A. B.*, his Executors, Administrators, and Assigns, for sinking or making any Cellars, Vaults, or Drains under the before-mentioned Footways, so as the same do not hinder or in anywise prevent or take away the Use of the said Footways as herein-before mentioned, or prevent the making of any Soughs or Drains requisite or necessary to be made through or under the same, to have and to hold the said Piece or Parcel of Ground, Dwelling House, Warehouses, and all Erections and Buildings now erected or hereafter to be erected and built thereupon, and all and singular other the Premises, with the Appurtenances, unto the said *A. B.*, his Executors, Administrators, and Assigns, from the Day of next for, during, and until the full End and Term of Sixty Years from thence next ensuing, and fully to be complete and ended, yielding and paying therefor, yearly and every Year during the said Term of Sixty Years, unto the said Sir John Ramsden, his Heirs or Assigns, the yearly Rent or Sum of by Two equal half-yearly Payments, that is to say, at and in every Year of the said Term, the first Payment thereof to begin and be made at next; provided always, nevertheless, that if it shall happen that the said yearly Rent or Sum of or any Part thereof shall be behind and unpaid for the Space of Sixty Days next after either of the said Days or Times herein-before limited for Payment thereof, or in case the said *A. B.*, his Executors, Administrators, or Assigns, or any of them, shall and do, at any Time during the said Term, use or follow, in or upon the said demised

demised Premises or any Part thereof, or shall during this present Lease permit or suffer any other Person or Persons to inhabit or dwell upon the said demised Premises or in any Part thereof who shall therein or thereon or on any Part thereof follow, use, or exercise the Trade or Calling of a Blacksmith, Farrier, Tanner, Skinner, or Chymist, or if the said Dwelling House, Warehouses, or other Buildings now erected or hereafter to be erected on the said Premises be made use of as or for a Steam or Fire Engine for any Purpose whatsoever, or as or for a Slaughter-house, or as or for a House or Place for making Pots or Tobacco Pipes, burning of Blood, making of Glue, Sizing, Soap, or Candles, or exercising any other noisome or dangerous Trade or Calling therein; and provided always, nevertheless, that if the said *A.B.*, his Executors, Administrators, or Assigns, or any of them, shall and do, on any Account or in any Instance whatsoever, during the said Term, use the said demised Premises or any Part thereof, or shall suffer the same or any Part thereof to be used, as or for a Shop, Stall, or Place of vending or exposing to sale any broad or narrow undressed Woollen Cloths, Coatings, Shalloons, or other undressed Woollen Goods, or as or for a Shop, Stall, or Place for selling or exposing to sale any Flesh or Butcher's Meat on any Market Day to be held at Huddersfield aforesaid, at any Time during this present Lease, the said Sir John Ramsden and his Predecessors having been at great Expence in building and enlarging a Hall for the Convenience of Manufacturers coming to Huddersfield Market to sell their Cloth, and also in building a Shambles for the Sale of Butcher's Meat on the Market Day; or if the said Pieces or Parcels of Ground herein-before declared to be used and enjoyed as a Footway, and for placing Steps and Area Windows, shall, by the Direction, Permission, or wilful Default of the said *A.B.*, his Executors, Administrators, and Assigns, be obstructed, used, or employed in any other Manner than is herein-before declared, without the Licence and Consent of the said Sir John Ramsden, his Heirs or Assigns, in Writing for that Purpose first had and obtained; then and in every or any of the said Cases above particularly specified it shall and may be lawful for the said Sir John Ramsden, his Heirs and Assigns, from thenceforth and at any Time thereafter into the said demised Premises or any Part thereof in the Name of the whole to re-enter, and the same to have again, re-possess, and enjoy, as in his and their first and former Estate and Estates, any thing herein-before contained to the contrary thereof notwithstanding; and the said *A.B.*, for himself, his Executors, Administrators, and Assigns, doth covenant and agree with the said Sir John Ramsden, his Heirs and Assigns, in manner following; that is to say, that he the said *A.B.*, his Executors, Administrators, and Assigns, shall and will during the said Term well and truly pay or cause to be paid unto the said Sir John Ramsden, his Heirs and Assigns, the said yearly Rent or Sum of _____ hereby reserved, at the Days and Times and in manner herein-before limited and appointed for Payment thereof, and also that he the said *A.B.*, his Executors, Administrators, and Assigns, shall and will from Time to Time and at all Times during the said Term pay, bear, and discharge, or cause to be paid, borne, and discharged, all and all manner of Lays, Taxes, Assessments, Out-Payments, and Impositions whatsoever, taxed, charged, assessed, or imposed

imposed upon the said demised Premises or any Part thereof, or upon the said Sir *John Ramsden*, his Heirs and Assigns, in respect thereof or of the said Rent, during the said Term, by Authority of Parliament or otherwise howsoever; and also that he the said *A.B.*, his Executors, Administrators, or Assigns, shall not nor will at any Time during the said Term put out, occupy, or use any Windows or Lights on the South Side of the Piece or Parcel of Ground, Dwelling House, Warehouses, Buildings, and Premises; and furthermore, that he the said *A.B.*, his Executors, Administrators, and Assigns, shall and will, from Time to Time and at all Times during the said Term, at his and their own proper Costs and Charges, when and so often as Need shall require, well and sufficiently repair, uphold, support, maintain, amend, glaze, pave, scour, cleanse, and keep the said Dwelling House, Warehouses, and all other the Buildings and Erections which during the Term hereby granted shall be erected and built on the said demised Piece or Parcel of Ground and Premises, and all the Walls, Wainscots, Windows, Woodwork, Timbers, Payement, Grates, Sinks, Drains, and Houses of Office thereto belonging and which shall belong to the same, in and with all manner of needful and necessary Reparations, Cleansings, and Amendments whatsoever, and at the End of the said Term, or other sooner Determination of this present Lease, which shall first and next happen, shall and will peaceably and quietly leave, surrender, and deliver up the same, so being in good and complete Repair as aforesaid, unto the said Sir John Ramsden, his Heirs or Assigns, and also shall and will, at his and their own proper Costs and Charges, set

Feet in Breadth next to the said Dwelling House and Premises, Part of the said Feet set out for the said Footway, with Boulder Stones, and other proper Materials, and the remaining Feet, and also

Feet in Breadth on the West Side of the said Premises, with good and substantial Flags, and from Time to Time and at all Times, so often as Need shall require, well and sufficiently repair, amend, and keep in good and sufficient Repair the said Footway on the East End or Front of the said Buildings and Premises; and further, that he the said *A.B.*, his Executors, Administrators, or Assigns, and every of them, being Tenants of the Piece or Parcel of Ground, Dwelling House, Buildings, and Premises, shall and will from Time to Time during the said Term grind all such Corn, Grain, and Malt at the Corn Mill of the said Sir John Ramsden, his Heirs or Assigns, situate in Huddersfield aforesaid, and Almondbury in the said County, or One of them, as he or they shall from Time to Time during the said Term use or expend in, upon, or about the said demised Premises, and shall and will pay for the grinding thereof all such Toll and Mulcture as is usually paid by other the Tenants of the said Sir John Ramsden in Huddersfield aforesaid; and the said Sir John Ramsden, for himself, his Heirs, Executors, and Administrators, doth covenant and agree with the said *A.B.*, his Executors, Administrators, and Assigns, in manner following; (that is to say,) that he the said *A.B.*, his Executors, Administrators, and Assigns, and every of them, shall and may, during the said Term of Sixty Years, for and under the Rents, Covenants, Provisoos, and Agreements herein contained, mentioned,

[*Private.*]

and expressed, quietly and peaceably have, hold, occupy, possess, and enjoy the said demised Premises and every Part thereof, with the Appurtenances, without the Let, Suit, Denial, or Disturbance or Interruption of him the said Sir John Ramsden, his Heirs or Assigns, or any other Person or Persons whomsoever lawfully claiming or to claim by, from, or under him, them, or any of them; and further, that he the said Sir John Ramsden, his Heirs and Assigns, shall and will, on the Request and at the Expence of the said *A. B.*, his Executors, Administrators, and Assigns, at the Expiration of Twenty Years of this Term, or of any renewed Term of Years, on Payment of One Year's full improved Value of the said Premises hereby demised, and of the Dwelling House, Warehouse. and other the Buildings which may then be erected thereon, as a Fine, which Value shall be fixed by the said Sir John Ramsden, his Heirs or Assigns, or his or their Agent for the Time being, (but it is hereby declared and agreed by and between the Parties to these Presents that if the said yearly Value so fixed shall be objected to by the said *A. B.*, his Executors, Administrators, or Assigns, then and in that Case the same shall be settled by Two impartial Persons, one to be chosen by each Party, and in case they do not agree the said Two Persons are to nominate a Third Person by way of Umpire to determine the same, as a Fine,) and surrendering or delivering up of the said then subsisting Lease, execute unto the said *A. B.*, his Executors, Administrators, and Assigns, one other Indenture of Demise of the said Premises and Liberties hereby granted and demised, and of the Buildings then erected thereon, for the Term of Sixty Years, to commence from the End of the said Term of Twenty Years, under and subject to the like Rents, Covenants, Provisoos, Conditions, and Agreements as are herein-before contained; and it is hereby further declared and agreed by and between the said Parties to these Presents, that if the said *A. B.*, his Executors, Administrators, and Assigns, shall and do neglect, for the Space of Six Months next after the Expiration of the said Twenty Years, to apply for such new Lease and Term as aforesaid, that the said *A. B.*, his Executors, Administrators, and Assigns, shall by reason of such Default lose the Benefit of the said Renewal, and the said Sir John Ramsden, his Heirs or Assigns, shall not be compelled or compellable to grant or demise any new or further Term of and in the Premises until the Expiration of Forty Years of this Demise, and then the said Sir John Ramsden, his Heirs or Assigns, shall and will, on the Request and at the Expence of the said *A. B.*, his Executors, Administrators, or Assigns, and on his or their first paying unto the said Sir John Ramsden, his Heirs or Assigns, Ten Years Value of the said Premises, as a Fine, and surrendering up the said then subsisting Lease, demise to the said *A. B.*, his Executors, Administrators, and Assigns, the said Piece or Parcel of Ground, Dwelling House, Buildings, and Premises for a further Term of Sixty Years, at the same Rent and with the like Covenants reserved and contained herein; provided nevertheless, and these Presents are upon this express Condition, that the said *A. B.*, his Executors, Administrators, and Assigns, shall and do apply for the last-mentioned Renewal within Twelve Months next after the Expiration of the said Forty Years, and in default thereof that he and they shall and do immediately

from thenceforth forfeit and lose all Claim, Right, Benefit, and Advantage of Renewal of and in the said Premises, from the said Sir John Ramsden, his Heirs and Assigns. In witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals, the Day and Year first above written.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1844.

