



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 25.

An Act to revive and extend the Powers of Sale and Exchange, and the Powers to make Conveyances in Fee and Demises for Building Purposes, respectively contained in the Will of *John Rigby Fletcher* Esquire, deceased, and to enable the Trustees to grant Leases of Coal and other Mines under the Lands devised by his said Will; and to authorize the Appointment of new Trustees of the Settlement thereby made of the Testator's Real Estate; and for other Purposes.

[8th August 1845.]

WHEREAS *John Rigby Fletcher*, formerly of *Preston* in the County of *Lancaster*, Esquire, deceased, duly made, signed, and published his last Will and Testament in Writing, bearing Date the Sixth Day of *February* One thousand eight hundred and seventeen, and executed and attested as was then by Law required for rendering valid Devises of Freehold Estates, and thereby, after directing all his just Debts, Funeral and Testamentary Expences, to be paid and satisfied by his Executors therein-after
[Private.]

Will of John
Rigby Flet-
cher, Esq.
6th Feb.
1817.

named, as soon as conveniently might be after his Decease, gave and devised all his Real Estates whatsoever and wheresoever, with all and every the Rights, Members, Hereditaments, and Appurtenances thereunto belonging, unto *Thomas Robert Wilson France* of *Preston* aforesaid, Gentleman, at that Time and in the said Will called *Thomas Robert Wilson*, and the Reverend *Robert Harris* of *Preston* aforesaid, Clerk, their Heirs and Assigns, to the several Uses and upon the several Trusts therein-after limited and expressed of and concerning the same; (that is to say,) to the Use of his the said Testator's Sister *Mary Fletcher* and her Assigns for the Term of her natural Life, in case she should continue unmarried, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in her Lifetime, to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Mary Fletcher*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, but nevertheless to permit the said *Mary Fletcher* and her Assigns to receive the Rents, Issues, and Profits thereof for her and their own Use and Benefit; but in case the said *Mary Fletcher* should happen to marry, then to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Mary Fletcher*, upon trust for the said *Mary Fletcher* for her separate Use, without Power of Anticipation, as in the said Will is more particularly mentioned; and from and immediately after the Decease of the said *Mary Fletcher* to the Use of the First and every other Son of the Body of the said *Mary Fletcher* successively according to Priority of Birth in Tail; with Remainder to the Use of all and every the Daughter and Daughters of the said *Mary Fletcher* as Tenants in Common in Tail, with Cross Remainders between or among them in Tail; with Remainder to the Use of the said Testator's Cousin *Charles Lutwidge* of the Town of *Kingston-upon-Hull* in the County of the same Town (the eldest Son of the said Testator's Aunt *Jane Lutwidge* deceased, who was the next Sister in Age to the said Testator's late Mother), and his Assigns, for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Decease of the said *Charles Lutwidge* to the Use of *Charles Henry Lutwidge* (the eldest Son of the said *Charles Lutwidge*) and his Assigns for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Charles Henry Lutwidge*, to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Charles Henry Lutwidge*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Charles Henry Lutwidge* to the Use of the First and every other Son of the Body of the said *Charles Henry Lutwidge* successively according to Priority of Birth in Tail Male; with Remainder to the Use of *Robert Wilfred Skeffington*

Skeffington Lutwidge (Second Son of the said *Charles Lutwidge*) and his Assigns for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Robert Wilfred Skeffington Lutwidge*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Robert Wilfred Skeffington Lutwidge* to the Use of the First and every other Son of the Body of the said *Robert Wilfred Skeffington Lutwidge* successively according to Priority of Birth in Tail Male; with Remainder to the Use of the First and every other Son of the Body of the said *Charles Lutwidge* thereafter to be born, whether in the Lifetime of the said *Charles Lutwidge* or after his Decease, successively according to Priority of Birth in Tail Male; with Remainder to the Use of the said Testator's Cousin *Skeffington Lutwidge* (Second Son of the said *Jane Lutwidge*) and his Assigns for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Skeffington Lutwidge*, to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Skeffington Lutwidge*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Skeffington Lutwidge* to the Use of the First and every other Son of the Body of the said *Skeffington Lutwidge*, whether born in the Lifetime of the said *Skeffington Lutwidge* or after his Decease, successively according to Priority of Birth in Tail Male; with Remainder to the Use of the said Testator's Cousin *Henry Thomas Lutwidge*, in the said Will called *Henry Lutwidge*, (Third Son of the said *Jane Lutwidge*,) and his Assigns, for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Henry Thomas Lutwidge*, to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *Henry Thomas Lutwidge*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *Henry Thomas Lutwidge* to the Use of the First and every other Son of the Body of the said *Henry Thomas Lutwidge*, whether born in the Lifetime of the said *Henry Thomas Lutwidge* or after his Decease, successively according to Priority of Birth in Tail Male; with Remainder to the Use of *William Hutton* of *Beetham* in the County of *Lancaster*, Esquire, and his Assigns, for the Term of his natural Life, without Impeachment of Waste, and with such Power of leasing as therein-after is contained; and from and immediately after the Determination of that Estate by Forfeiture or otherwise

in

in the Lifetime of the said *William Hutton* to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, for the then Residue of the natural Life of the said *William Hutton*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed; and from and immediately after the Decease of the said *William Hutton* to the Use of the First and every other Son of the Body of the said *William Hutton*, whether born in the Lifetime of the said *William Hutton* or after his Decease, successively according to Priority of Birth in Tail Male; with Remainder to the Use of the said Testator's own right Heirs for ever; and the said Testator did declare his Will and Mind to be, and did order and direct, that it should be lawful to and for his said Sister *Mary Fletcher*, and also to and for each succeeding Tenant for Life under his said Will, and likewise to and for his said Trustees and their Heirs, when and as she, he, or they should respectively come into the Possession of his Real Estates by virtue of the Limitations aforesaid, by Indenture or Indentures under their respective Hands and Seals, and to be attested by Two or more credible Witnesses, to demise and lease his said Real Estates or any Part or Parts thereof to any Person or Persons whomsoever, for any Term not exceeding Twenty-one Years, in possession and not in reversion, for the best and most improved yearly Rent, payable half-yearly, which could be obtained or gotten for the same, without Fine, Premium, or Foregift, but to be incident to the Reversion and to be subject to all Restrictions in like Cases; and the said Testator did further declare his Will and Mind to be, that it should be lawful to and for the said *Thomas Robert Wilson France* and *Robert Harris*, and the Survivor of them, and the Heirs of such Survivor, notwithstanding any of the Limitations or Trusts thereby declared or contained, at any Time or Times during the Life of his said Sister *Mary Fletcher*, with her Consent in Writing, and after her Death with the Consent of the Person who for the Time being should be Tenant for Life under the Limitations of his said Will, in case such Person should be then of full Age, but if such Person should be then under Age then of the proper Authority of his said Trustees and their Heirs, absolutely to sell and dispose of his said Real Estates or any Part or Parts thereof unto any Person or Persons whomsoever, upon or for the best Terms and Prices that could reasonably be had or gotten for the same, or to exchange the same or any Part or Parts thereof for any other Messuages, Tenements, Lands, or Hereditaments whatsoever, to be situate in that Part of *Great Britain* called *England*; and for the better effectuating such Sale or Sales and Exchanges or Exchange as aforesaid, by any Deed or Deeds, Writing or Writings, to be executed by them the said *Thomas Robert Wilson France* and *Robert Harris*, or the Survivor of them, or the Heirs of such Survivor, in the Presence of Two or more credible Witnesses, with such Consent as aforesaid, to revoke all and every the Uses, Estates, and Trusts therein-before limited and declared of and concerning the Premises so to be sold or exchanged, and the same in anywise to grant and limit unto the Person or Persons with whom such Exchange or Exchanges should be made, or who should become a Purchaser or Purchasers thereof or of any Part or Parts thereof, his and their Heirs respectively, in such Manner as
should

should be requisite in that Behalf, free from all the Uses, Estates, and Trusts thereby declared, and subject only to such Leases as might have been granted thereof in pursuance of the Power of leasing therein-before contained, with a Proviso that the Monies arising from such Sale or Sales should be paid into the Hands of the said *Thomas Robert Wilson France* and *Robert Harris*, or of the Survivor of them, or the Heirs of such Survivor, and be by them immediately or as soon as the same could be conveniently done, with the Consent of the said *Mary Fletcher*, or of such Person or Persons as should then be in possession of his said Estates, laid out in the Purchase of other Lands or Estates of Inheritance, to be situate in that Part of *Great Britain* called *England*; and that the same, as also the Lands and Hereditaments to be had in exchange as aforesaid, should be forthwith settled to and for the same or the like Uses, Intents, and Purposes, upon the same or the like Trusts, and subject to the like Powers, Provisoes, and Limitations as are therein-before limited, declared, and expressed of and concerning the Hereditaments so to be sold and exchanged respectively as aforesaid; and for the further promoting or facilitating such Sale or Sales as aforesaid it is by the said Will declared, that the Receipt or Receipts of the said *Thomas Robert Wilson France* and *Robert Harris*, or the Survivor of them, or the Heirs of such Survivor, should be good and effectual Discharges to the Purchaser or Purchasers thereof or of any Part thereof, for his, her, or their Purchase Money, and that such Purchaser or Purchasers, after such Receipt or Receipts so given as aforesaid, should not be obliged to see the Monies by them paid respectively applied for the Purposes before mentioned, nor be answerable or accountable for any Misapplication or Nonapplication of such Purchase Money or of any Part thereof; and that in the meantime, from and after the Receipt of any Sum or Sums of Money as therein-before is mentioned, and until such Lands or Estates of Inheritance thereby directed to be purchased should be purchased accordingly, the Monies so to be raised by such Sale or Sales as aforesaid, and which should from Time to Time remain in the Hands of the said *Thomas Robert Wilson France* and *Robert Harris*, or of the Survivor of them, or his Heirs, should be by them from Time to Time, with the Approbation and Consent of the said *Mary Fletcher*, or of such Person or Persons as should be then in possession of his said Estates, invested and placed out at Interest on Government or Real Security or Securities, or in the Public Stocks or Funds, or in the Name or Names of the said *Thomas Robert Wilson France* and *Robert Harris*, or the Survivor of them, or his Heirs; and that they and each of them should and might from Time to Time, with the like Approbation and Consent, call in the Monies so invested and placed out at Interest, and sell the said Public Stocks or Funds, and invest and place out the Monies arising therefrom upon the like Securities at Interest; and, subject to the Trusts aforesaid, the said Testator did declare that the Dividends, Interest, yearly and other Profits arising or to be produced from the said Securities and Stocks or Funds, should from Time to Time, when and as the same should become due or payable, be paid unto or be permitted to be received by the said *Mary Fletcher*, or such Person or Persons as would be entitled to the Rents and Profits of the Lands and Hereditaments thereby directed

[Private.]

8 a

to

to be purchased therewith, in case the same were purchased and settled, pursuant to the Directions and Limitations therein-before contained for that Purpose; and the said Testator did by his said Will further declare, that it should be lawful to and for the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, with such Consent as aforesaid, by Indenture or Indentures, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time or at any Time to dispose in manner therein-after mentioned of any Part or Parts of the said Real Estates to any Person or Persons, his, her, or their Heirs and Assigns, or to lease or demise the same to any Person or Persons whomsoever for any Term or Number of Years whatsoever, for the Purpose of building or erecting upon the Hereditaments so to be conveyed, leased, or demised any new House or Houses, Outhouses, Edifices, Buildings, or Structures, or for the Purpose of laying out any Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground as or for any Way or Ways, Passage or Passages, Street or Streets, Avenue or Avenues, for the Use and Convenience of the Purchaser or Purchasers, Lessee or Lessees, and other the Tenant or Tenants, Occupier or Occupiers of the same Hereditaments, or as or for any Court or Courts, Yard or Yards, Garden or Gardens, to be adjoining and belonging to any such House or Houses, Outhouses, Edifices, Buildings, or Structures, or for the Purpose of rebuilding or repairing any of the Messuages, Tenements, Erections, and Buildings that then were standing or being, or which should at any Time or Times thereafter be standing or being upon or in any Part or Parts of the said Hereditaments, so that there were reserved or made payable on every such Conveyance, Lease, or Demise the best or most improved yearly Rent or Rents, Sum or Sums of Money, in the Nature of a Ground Rent, that could or might be had and gotten for the same, without taking any Fine, Income, Foregift, or Premium, or any thing in the Nature of a Fine, Income, Foregift, or Premium, for the making such Conveyance or Conveyances, Lease or Leases respectively, (except the Covenants for building, repairing, or improving,) to be payable to the Person or Persons for the Time being entitled or inheritable to the same Hereditaments, by Two equal half-yearly Payments or oftener in every Year, and to be attended with the usual Power or Remedy of Distress, yet so that there were contained in every such Conveyance in Fee or Lease a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be respectively reserved or made payable, and so that such Lessee or Lessees of the said Hereditaments were not by any Clauses or Words to be contained in such Lease or Leases made dispunishable for Waste, or exempted from Punishment for committing Waste, except with regard to any House or Houses, Outhouses, Edifices, Buildings, or Structures that should be pulled down for the Purpose of erecting or building others, or for the Convenience or Advantage thereof, and so that every Person to whom such Conveyances in Fee or Leases should be made should execute a Counterpart or Counterparts of the said Conveyances, Grants, or Leases respectively, and should thereby covenant for the Payment of the Rent to be hereby respectively reserved and made payable, and should thereby enter

enter into all such Contracts, Covenants, and Agreements as are usually inserted in Conveyances or Leases for building, or in Agreements for such Conveyances and Leases; and in the said Will is contained a Proviso that the Rent or Rents to be reserved on any such Conveyances or Leases to be made in pursuance of the said Will should not be less than Double the Rack Rent of the Premises to be comprised in such Conveyances or Leases respectively; and by his Will the said Testator gave and bequeathed unto the said *Thomas Robert Wilson France* and *Robert Harris* the Sum of Eight thousand Pounds of lawful Money of Great Britain, to be paid out of his Personal Estate, but in case his Personal Estate should be insufficient to discharge the same, then the said Testator charged such Deficiency upon his Real Estates; and the said Testator declared that the said *Thomas Robert Wilson France* and *Robert Harris*, their Executors and Administrators, should stand possessed of the said Sum of Eight thousand Pounds upon and for the Trusts, Intents, and Purposes in the said Will expressed and declared of and concerning the same; and the said Testator did thereby nominate, constitute, and appoint his said Sister *Mary Fletcher*, and the said *Thomas Robert Wilson France* and *Robert Harris*, Executrix and Executors of his said Will and Testament: And whereas the said *John Rigby Fletcher* duly made, signed, and published a Codicil to his last Will and Testament, which Codicil bears Date the Tenth Day of *January* One thousand eight hundred and twenty-two, and is executed and attested in such Manner as was then by Law required for rendering valid Devises of Freehold Estates, and thereby, after reciting that since making his said Will he had purchased an Estate in *Preston* aforesaid from *William Melling* and others, consisting of Two Closes of Land called the *Further Row Moors*, containing Eight Acres and Twenty-seven Perches of the customary Measure there used, or thereabouts, were the same more or less, also an Estate in *Eccleston* near *Croston* in the said County, from *William Hatch* and his Assignees, consisting of a Barn and Tenement called *Debdales Barn*, and the several Closes of Land thereunto belonging, containing in the whole Twenty Acres Three Roods and Four Perches of the customary Measure there used, or thereabouts, were the same more or less (and also certain Freehold Property in *Liverpool*, which he sold and conveyed away in his Lifetime), and that he was desirous to devise the same Estates to the Uses of his Will, the said Testator did give and devise the same several Estates and Premises, with all and every the Rights, Members, Hereditaments, and Appurtenances thereunto respectively belonging, unto the said *Thomas Robert Wilson France* and *Robert Harris*, their Heirs and Assigns, to the same Uses, and upon the same Trusts, and to and for the same Ends, Intents, and Purposes, and under and subject to the same Powers, Provisoes, Conditions, and Limitations as his other Real Estates in the said County of *Lancaster* were thereby devised to them; and after bequeathing certain Leasehold Property which he sold and disposed of in his Lifetime, and also devising certain Copyhold Hereditaments unto the said *Mary Fletcher*, her Heirs and Assigns, the said Testator in all other respects did thereby ratify and confirm his said Will: And whereas the Freehold Lands and Hereditaments so as aforesaid

Codicil to
the Will of
*John Rigby
Fletcher*,
10th Jan.
1822.

Deed Poll,
Disclaimer
of Robert
Harris, 31st
Oct. 1836.

said devised by the said Will and Codicil of the said *John Rigby Fletcher*, except such Portions thereof as are herein-after mentioned to have been sold, are the Hereditaments mentioned and comprised in the Schedules to this Act: And whereas the said *John Rigby Fletcher* died on or about the Twelfth Day of *January* One thousand eight hundred and thirty, without having revoked or altered his said Will, except so far as the same was altered by the said Codicil thereto, and without having revoked or altered the said Codicil: And whereas the said Will and Codicil were duly proved by the said *Mary Fletcher* and *Thomas Robert Wilson France*, on or about the Twentieth Day of *January* One thousand eight hundred and thirty, in the Archdeaconry Court of *Richmond* in the Diocese of *Chester*, and the same Will and Codicil were also proved by the said *Thomas Robert Wilson France* on the Twenty-ninth Day of *March* One thousand eight hundred and thirty in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by a Deed Poll under the Hand and Seal of the said *Robert Harris*, bearing Date the Thirty-first Day of *October* One thousand eight hundred and thirty-six, after reciting the said Will and Codicil of the said *John Rigby Fletcher*, and his Decease, and reciting that the said *Mary Fletcher* and *Thomas Robert Wilson France* had duly proved the same Will and Codicil in the said Archdeaconry Court of *Richmond*, but that the said *Robert Harris* had never acted or interfered in the said Trusts or Executorship, and that he was desirous to renounce and disclaim the same, and the several Devises and Bequests made to and the several Trusts reposed in him, jointly with the said *Thomas Robert Wilson France*, in and by the said Will and Codicil; it is by the Deed Poll now in recital witnessed, that the said *Robert Harris* did decline, refuse, and wholly and absolutely renounce and disclaim, as well the Probate and Execution of the said Will of the said *John Rigby Fletcher*, as all and every the Estates, Powers, Authorities, Rights, Interests, and Trusts whatsoever, and of what Nature or Kind soever, to him given, devised, bequeathed, limited, or appointed, or in him intended to be vested or reposed, by or by virtue of the said therein-before in part recited Will and Codicil of the said *John Rigby Fletcher*, as fully and absolutely, to all Intents and Purposes whatsoever, as if the Name of him the said *Robert Harris* had not been mentioned in or referred to by the same Will and Codicil: And whereas the said *Mary Fletcher* and *Thomas Robert Wilson France*, as such Executrix and Executor as aforesaid, duly paid the Debts and Funeral and Testamentary Expences of the said *John Rigby Fletcher*, and raised and paid the said Sum of Eight thousand Pounds mentioned in the said Will, out of the Personal Estate of the said Testator: And whereas the said *Mary Fletcher* died on or about the Sixth Day of *February* One thousand eight hundred and forty, without ever having been married: And whereas the said *Charles Lutwidge* is now living, and is of the Age of Seventy-six Years or thereabouts, and the said *Charles Lutwidge* has been since the Decease of the said *Mary Fletcher* and now is in the Possession or Receipt of the Rents, Issues, and Profits of the Hereditaments and Premises mentioned and comprised in the said Schedule to this Act, as Tenant for Life under the said Will: And whereas the said *Thomas Robert*

Robert Wilson France, as the acting Trustee under the said Will and Codicil of the said *John Rigby Fletcher*, did in the Year One thousand eight hundred and thirty-nine, with the Consent in Writing of the said *Mary Fletcher*, sell and convey a certain Portion of the Freehold Lands and Hereditaments devised by the said Will and Codicil of the said *John Rigby Fletcher* as aforesaid, to Messieurs *Samuel Horrocks* and others, for the Sum of Two hundred and ninety Pounds Six Shillings and Eight-pence, and did in the Year One thousand eight hundred and forty-two, with the Consent in Writing of the said *Charles Lutwidge*, sell and convey certain Portions of the Freehold Lands and Hereditaments devised by the said Will and Codicil of the said *John Rigby Fletcher* as aforesaid to the *Preston and Longridge Railway Company*, for the Sum of Nine hundred and twenty-five Pounds Ten Shillings, and did receive from the said Company, in addition to the said Sum of Nine hundred and twenty-five Pounds Ten Shillings, the further Sum of Two hundred and thirty Pounds for Damage done by Severance of the said Estate by the said Railway, and the said Sums of Two hundred and ninety Pounds Six Shillings and Eight-pence, and Nine hundred and twenty-five Pounds Ten Shillings, and Two hundred and thirty Pounds, are now in the Hands of the said *Thomas Robert Wilson France*, as Trustee of the said Will and Codicil of the said *John Rigby Fletcher*: And whereas the said *Charles Henry Lutwidge* on or about the Third Day of *November* One thousand eight hundred and thirty-one intermarried with *Anne Louisa Raikes*, and there has been Issue Male of the said Marriage One Son, and no more, namely, *Charles Robert Fletcher Lutwidge*, who is now an Infant of the Age of Nine Years or thereabouts: And whereas the said *Charles Henry Lutwidge* died on or about the Fifteenth Day of *January* One thousand eight hundred and forty-three, having by his Will, which bears Date the Third Day of *January* One thousand eight hundred and forty-three, duly appointed his said Wife *Anne Louisa*, the Reverend *Charles Dodgson* Clerk, and the said *Robert Wilfred Skeffington Lutwidge* to be the Guardians of the said *Charles Robert Fletcher Lutwidge* during his Minority: And whereas the said *Robert Wilfred Skeffington Lutwidge* has attained the Age of Twenty-one Years, and is a Bachelor: And whereas the said *Charles Lutwidge* has not had any other Issue Male than the said *Charles Henry Lutwidge* and *Robert Wilfred Skeffington Lutwidge*: And whereas the said *Skeffington Lutwidge* has attained the Age of Twenty-one Years, and has no Issue Male, and the said *Henry Thomas Lutwidge* has also attained the Age of Twenty-one Years, and has no Issue Male: And whereas there are Issue Male of the said *William Hutton*, the Reverend *William Hutton* of *Beetham* near *Milnthorpe* in the County of *Westmoreland*, Clerk, the eldest Son, and the said *William Hutton* the younger has attained the Age of Twenty-one Years: And whereas it is apprehended that the Power contained in the said Will to grant Leases for Terms not exceeding Twenty-one Years will not be exercisable during the Minority of any Tenant in Tail Male in possession of the said Lands and Hereditaments devised by the said Will and Codicil as aforesaid; and it is expedient that such Power should be exercisable during the Minority of any Person who for the Time being shall be Tenant in Tail Male by Purchase in possession of the same Lands and Hereditaments, or

[Private.]

who, being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent in possession of the same Lands and Hereditaments: And whereas it has been considered that in consequence of the Refusal of the said *Robert Harris* to accept and act in the Execution of the Trusts and Powers by the said Will and Codicil reposed and vested in the said *Thomas Robert Wilson France* and *Robert Harris*, or expressed and intended so to be, and of the herein-before recited Deed Poll of Disclaimer, the Powers of Sale and Exchange contained in the said Will, and the Powers, Authorities, and Discretions incidental thereto respectively, and also the Power in the said Will contained to make Conveyances and Demises for Building Purposes, are not now exercisable: And whereas divers Parts of the said Lands and Hereditaments comprised in the said Schedules to this Act, from the general Situation thereof, and especially from their being within the Town of *Preston* or in the immediate Vicinity thereof, form eligible Sites for the building of Manufactories and Cottages, and other Parts thereof, from their general Situation in the Vicinity of the Town of *Preston*, and of the Dwelling Houses, Villas, and Buildings recently erected and now in progress of Erection around, have also become peculiarly eligible for Building Purposes, and in consequence thereof, and of the favourable Opportunities now existing for disposing of the said Property for the Purposes aforesaid, it would tend greatly to the Advantage of all the Persons successively interested in the said Property that the Powers of Sale and Exchange contained in the said Will of the said *John Rigby Fletcher*, and the Powers, Authorities, and Discretions incidental thereto, and the Powers contained in the same Will to grant Building Leases and make Conveyances in Fee for Building Purposes, should be revived, and that for the Purpose of effecting more advantageous Sales and Leases the same Powers should be extended, so as to enable the Persons or Person for the Time being acting in the Execution thereof respectively to sell or lease any Part of the said Lands and Hereditaments comprised in the said Schedules, under and subject to Covenants and Stipulations to be entered into or made on the Part of the Purchasers or Lessees to build upon, lay, and set out, level, inclose, embank, fence, drain, or otherwise improve the Lands to be purchased or demised, and upon any such Sale or Sales, Lease or Leases, Conveyance or Conveyances, to reserve any Rights of Road, or any Rights of using any Sewers or Drains, or any other Rights, Easements, or Conveniences in, upon, over, or under the Lands to be sold, leased, or conveyed, and to grant unto the Purchasers or Lessees of any Parts of the said Lands any Rights of Road, or of using or making any Sewers or Drains, or other Conveniences or Easements, or any Rights through, over, under, in, or upon any other Part or Parts of the same Lands, and to stipulate and agree with the Purchasers or Lessees of any Part of the said Lands as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, and improved, and generally to sell and lease, and contract to sell and lease, the same Premises, under and subject to such Reservations, Restrictions, Stipulations, Agreements,

ments, Rights, Easements, and Conveniences tending to the general Improvement of the same Lands or of any Parts thereof as they or he shall think desirable; and it would also tend greatly to the advantageous Sale for Building Purposes of the said Lands and Hereditaments comprised in the said Schedules to this Act, and be highly beneficial to all Parties interested therein, if the Trustees or Trustee for the Time being acting in the Execution of the said Powers of Sale and Exchange, and the said Powers to make Conveyances in Fee and Demises for Building Purposes respectively contained in the said Will of the said *John Rigby Fletcher*, were enabled to lay out and appropriate any Part of the same Lands as and for Roads, Streets, Drains, Sewers, or Easements, or as and for Squares, Gardens, or open Spaces, and to purchase from the Owners of any Lands adjoining or near unto any of the said Lands comprised in the said Schedules to this Act any Rights of Road or other Easements or Conveniences over, in, or upon or under any such Lands so adjoining or near unto any of the said Lands comprised in the said Schedules, and to sell to any such Owners any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the said Schedules, and to exchange with any such Owners any such Rights of Road or other Easements or Conveniences as last aforesaid for any Rights of Road or other Easements or Conveniences over, in, upon, or under any Lands so adjoining or near unto the said Lands comprised in the said Schedules to this Act: And whereas it is desirable that the said several Powers by this Act revived and extended or granted respectively, and every of them, should be exercisable during the Minority of any Person who under the Uses and Limitations contained in the said Will shall for the Time being be Tenant in Tail Male by Purchase in possession of the said Lands and Hereditaments, or who being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent in possession of the same Lands and Hereditaments, with the Consent of the Guardians or Guardian of such Minor: And whereas there are extensive Mines, Beds, Veins, and Seams of Coal, Clay, and Mineral lying under the Surface of the Lands mentioned and comprised in the First Schedule to this Act, or of some Part thereof, and it would be greatly for the Benefit of the several Persons who are or shall be entitled to such Lands under the Limitations contained in the said Will and Codicil of the said *John Rigby Fletcher* if a Power were vested in the Person who shall for the Time being under the same Limitations be Tenant for Life in possession of the said Lands, and also for the Trustees or Trustee for the Time being of the Settlement made as aforesaid by the said Will and Codicil during the Minority of any Person who under the same Limitations shall for the Time being be Tenant in Tail Male by Purchase in possession of the said Lands, or who, being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent

in

in possession of the said Lands, with the Consent of his Guardians or Guardian, to grant Leases of any Mines, Beds, Veins, or Seams of Coal, Clay, or other Mineral which may be opened, found, or discovered in, under, or upon any of the Lands specified in the said First Schedule to this Act, and any Part or Parts of the same Lands respectively which it may be thought expedient to demise and lease therewith, with usual and proper Provisions and Restrictions: And whereas it is expedient that a Trustee should be appointed to act in the Execution of the Trusts and Powers of the Settlement made as aforesaid by the said Will and Codicil of the said *John Rigby Fletcher*, in the Place of the said *Robert Harris*, and to act in the Execution of the Trusts and Powers of this Act, and that *Michael Clayton of New Square, Lincoln's Inn*, in the County of *Middlesex*, Esquire, who has consented to become a Trustee of the said Settlement and of this Act, should be hereby appointed to be such Trustee; and it is also expedient that Provision should be made for the Appointment from Time to Time of new Trustees of such Settlement, and of the Powers contained in the said Will and Codicil and in this Act, and also for the general Management and Improvement of the Hereditaments for the Time being subject to the Limitations of the said Will, during every such Minority as aforesaid: And whereas the several Objects and Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Lutwidge*, and the said *Anne Louisa Lutwidge*, *Charles Dodgson*, and *Robert Wilfred Skeffington Lutwidge*, on behalf of the said *Charles Robert Fletcher Lutwidge*, and the said *Robert Wilfred Skeffington Lutwidge* on his own Behalf, and the said *Skeffington Lutwidge*, *Henry Thomas Lutwidge*, *William Hutton the elder*, *William Hutton the younger*, and *Thomas Robert Wilson France*, 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 from and immediately after the passing of this Act, the several Estates *pour autre Vie*, and all other Estates, (if any,) in and by the said Will and Codicil of the said *John Rigby Fletcher* devised or limited to or to the Use of the said *Thomas Robert Wilson France* and *Robert Harris*, and their Heirs, or such of the same Estates as are subsisting in the Lands and Hereditaments mentioned and comprised in the said Schedules to this Act, shall be vested in the said *Thomas Robert Wilson France* and *Michael Clayton*, in the same Manner, to all Intents and Purposes, as if the same Estates had been in and by the said Will and Codicil devised or limited to or to the Use of the said *Thomas Robert Wilson France* and *Michael Clayton*, and their Heirs, and upon the Trusts in and by the same Will and Codicil declared, expressed, and contained or referred to of and concerning the same respectively, or such of the same Trusts as are now subsisting and capable of taking effect.

Devised Estates (comprised in the Schedules hereto) vested in *Thomas Robert Wilson France* and *Michael Clayton*, upon the Trusts contained in the Will and Codicil.

Powers of Sale and Exchange, and of grant.

II. And be it further enacted, That the Powers of Sale and Exchange contained in the said Will of the said *John Rigby Fletcher*, and all and singular the Trusts, Powers, Authorities, and Discretions

tions in the same Will contained, in any Manner whatever incidental or ancillary to the same Powers respectively, and to the Investment of the Monies arising from such Sales, and the Purchase and Settlement of other Hereditaments, or otherwise arising from the Exercise of the same Powers or either of them, and also the Powers contained in the same Will to grant Leases and make Conveyances in Fee for Building Purposes, shall from and after the passing of this Act be vested in the said *Thomas Robert Wilson France* and *Michael Clayton*, and shall be exercisable by the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee of the Settlement made as aforesaid by the said Will and Codicil of the said *John Rigby Fletcher*, to be appointed under the Provision in that Behalf herein-after contained, over the Lands and Hereditaments comprised in the said Schedules to this Act, and all other (if any) the Lands and Hereditaments subject to the Uses and Limitations of the Settlement made as aforesaid by the said Will and Codicil, and that the same several Powers, Trusts, Authorities, and Discretions shall be exercisable as well during the Lives of the respective Tenants for Life under the Limitations of the same Will and Codicil, with such Consent as in the said Will is mentioned, as also during the Minority of every Person who under the same Limitations shall for the Time being be Tenant in Tail Male by Purchase entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Lands and Hereditaments, or who, being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent entitled to such Possession or Receipt as aforesaid, with the Consent in Writing of the Guardians or Guardian for the Time being of such Minor; and that the Power contained in the said Will to grant Leases for Terms not exceeding Twenty-one Years shall be exercisable by the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and other the Trustees or Trustee to be appointed as herein-after is mentioned, during any such Minority as aforesaid, with such Consent as aforesaid.

ing Building Lease, &c. to be exercised by said Trustees.

III. And be it further enacted, That if at any Time or Times after the passing of this Act any Part or Parts of the said Lands comprised in the said Schedules to this Act shall be sold, either for gross Sums of Money or for Fee Farm Rents, by virtue of or under either of the aforesaid Powers of Sale, or shall be demised for Building Purposes under the aforesaid Power in that Behalf, such Sale or Sales, and Demise or Demises respectively, may be made with or under and subject to Covenants or Stipulations to be entered into or made by or on the Part of the Purchaser or Purchasers or Lessee or Lessees to build upon, lay, and set out, level, enclose, embank, fence, drain, or otherwise improve (in such Manner as may be agreed upon) the Lands to be purchased by him or them respectively, or to be demised to him or them respectively, or any Part thereof respectively, and to contribute towards the Expences of making and keeping in repair, ornamenting and embellishing; any Squares, Gardens, or other open

Lands may be sold or leased, subject to Covenants and Stipulations as to Buildings, Roads, &c.

[Private.]

Spaces now or hereafter to be laid out and made in any Part or Parts of the said Lands comprised in the said Schedules to this Act, and of making and keeping in repair any Roads, Ways, Sewers, Drains, or other Conveniences now or hereafter to be laid out and made in, upon, over, through, or under any Part or Parts of the said Lands comprised in the said Schedules to this Act, or any Roads or Ways, Sewers, Drains, or other Conveniences which shall be purchased by virtue of the Power for that Purpose herein-after given, or with or under and subject to any of such Covenants or Stipulations; and that it shall be lawful for the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the same Powers of Sale and leasing respectively, upon any such Sale or Sales or Lease or Leases of any Part or Parts of the said Lands comprised in the said Schedules to this Act, to reserve the Right of making and laying out any Roads, Sewers, Drains, or other Conveniences in, upon, over, or under the Lands to be sold or leased, or any Part or Parts thereof, at the Time of making such Sale or granting such Lease, or at any subsequent Time or Times, to be fixed upon by them or him, and to reserve any Rights of Road to be then or at any subsequent Time or Times fixed upon by them or him, or any Rights of using any Sewers or Drains, or any other Rights, Easements, or Conveniences in, upon, over, through, or under the Lands to be sold or leased, and to grant or demise unto the Purchaser or Purchasers or Lessee or Lessees of any Part or Parts of the said Lands comprised in the said Schedules to this Act any Rights of Road, or of making or using any Areas, Vaults, Cellars, Sewers, Drains, or other Conveniences through, over, under, in, or upon any other Part or Parts of the same Lands, or of using any Roads, Sewers, Drains, or other Conveniences which or the Right of Enjoyment whereof shall have been reserved through, over, under, in, or upon any Part or Parts of the same Lands which shall have been sold or leased, and to grant or demise unto such Purchaser or Purchasers or Lessee or Lessees any Rights of Road or other Easements which shall have been purchased by the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or such other Trustees or Trustee as aforesaid, under Authority of the Power for that Purpose herein-after given, or to grant or demise unto such Purchaser or Purchasers or Lessee or Lessees the Right of using or enjoying any of the same Rights of Road or other Easements; and that it shall be lawful for the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Powers of Sale and leasing, upon any such Sale or Sales or Lease or Leases as aforesaid, to stipulate and agree with the Purchaser or Purchasers or Lessee or Lessees of any Part or Parts of the said Lands comprised in the said Schedules to this Act, as to the Mode in which any Part or Parts of the same Lands shall be built upon, laid out, used, or improved, and generally that any Sale or Sales or Lease or Leases under either of the said Powers of Sale, and the said Power of leasing for Building Purposes, shall or may be made with, under, and subject to such Covenants, Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences

veniences as by the Trustees or Trustee for the Time being shall be considered to tend to the general Improvement of the said Lands comprised in the said Schedules to this Act, or to the Improvement of any Part or Parts thereof: Provided always, that it shall be lawful for the Persons or Person for the Time being empowered to make Sales or Leases as aforesaid at any Time or Times to release any of the Covenants or Stipulations to be entered into or made as hereinbefore is mentioned by or on the Part of any such Purchaser or Purchasers, Lessee or Lessees, as aforesaid, and to release or extinguish any of the Rights, Privileges, Easements, or Conveniences to be reserved as hereinbefore is mentioned, in case and when any such Release or Extinguishment shall be considered to tend to the general Improvement of the Lands comprised in the said Schedules, or of any Part or Parts thereof, for the Benefit of the Parties interested therein, and if it shall be considered expedient so to do, to accept any new or other Covenants, Stipulations, Rights, Privileges, Easements, or Conveniences, having reference either to the whole or to any Part or Parts of the Lands comprised or mentioned in any such Conveyance or Lease, and to be made, entered into, or granted either by the original Purchaser or Purchasers, Lessee or Lessees, or by his or their Heirs, Executors, Administrators, or Assigns, or any of them.

IV. And be it further enacted, That no Conveyance in Fee or Lease for Building Purposes to be made under the said Powers for those Purposes contained in the said Will of the said *John Rigby Fletcher* shall be deemed a valid Exercise of the said Powers or either of them unless there be contained in the same respectively a Covenant or Condition that the clear and net annual Value to let of the Messuages and Hereditaments erected or built or to be erected or built on such Land in pursuance of any Covenant or Covenants on the Part of the Purchaser or Purchasers, Lessee or Lessees, to be contained in such Conveyance or Lease respectively, shall be at least Double the Rent or Rents reserved or limited in such Conveyance or Lease; and that this Provision shall be deemed and taken to be in lieu of and substitution for the Proviso contained in the said Will as to the relative Proportions of such Rack Rent and Ground Rent.

Restriction as to Leases or Conveyances in Fee for Building Purposes.

V. And be it enacted, That it shall be lawful for the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Powers of Sale and of leasing for Building Purposes, at any Time or Times during the Life of any Person who under the Limitations contained in the said Will of the said *John Rigby Fletcher* shall for the Time being be entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the Hereditaments comprised in the said Schedules to this Act as Tenant for Life, with his Consent in Writing, and during the Minority of any Person who under the same Limitations shall for the Time being be Tenant in Tail Male by Purchase, entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the same Hereditaments, or who being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male

Trustees, with Consent of Tenant for Life, &c., may appropriate Lands for general Improvements.

by

by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent entitled to such Possession or Receipt as aforesaid, with the Consent in Writing of the Guardians or Guardian for the Time being of such Minor, to set out, allot, and appropriate any Part or Parts of the said Lands comprised in the said Schedules to this Act as and for Squares, Gardens, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, and to make and form into Squares, Gardens, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, the Lands so set out, allotted, and appropriated as aforesaid, and also to divide the said Lands into such Lots or in such Way and Manner as shall be thought most beneficial, and also to fence and inclose all or any of the Lots into which the said Lands shall be so divided as aforesaid, and also to grub up, cut, and take down all or any of the Hedges, Fences, Timber and other Trees and Underwood respectively growing and standing on the said Lands or on any Part or Parts thereof, and to take down and remove all or any of the Houses, Buildings, and Erections now standing and being or building and forming on the said Lands, and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing all or any of the Houses, Buildings, Hedges, Fences, and Erections which shall be so taken down and removed, and also all or any of the said Timber and other Trees and Underwood which shall be so cut down, and also to use and apply the said Materials, Timber and other Trees and Underwood, or any Part or Parts thereof respectively, in such Manner as shall be thought most beneficial for effectuating the Objects and Purposes of this Act or any of them, and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing any House or Houses, Building or Buildings, or other Erection or Erections now standing and being on the said Hereditaments, with such Provisions for pulling down the House or Houses, Building or Buildings, or other Erection or Erections the Materials whereof shall be so sold and disposed of, and removing the Materials thereof, as shall be thought proper, and also to dig, sell, and dispose of all such Gravel, Sand, Brick Earth, Clay, and Stone, and other Earth, Soil, or Mineral as it shall be found convenient to remove for effecting any of the Objects and Purposes of this Act, and generally, with such Consent as aforesaid, from Time to Time to manage, alter, and improve the said Lands comprised in the said Schedules to this Act, or any of them, or any Part thereof, in such Manner as shall be thought most advantageous to the Persons beneficially interested therein.

Trustees
empowered,
with such
Consent, to
Purchase
Rights and
Easements.

VI. And be it further enacted, That it shall be lawful for the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being of the said Powers of Sale and the said Power of leasing for Building Purposes, at any Time or Times after the passing of this Act, with such Consent as herein-before is mentioned,

mentioned, with and out of any Monies which shall come to their or his Hands as such Trustees or Trustee as aforesaid (not being Rents, Issues, or Profits), to purchase from the Owners of any Lands adjoining or near unto any of the said Lands comprised in the said Schedules to this Act any Rights of Road or other Easements over, in, upon, or under any such Lands so adjoining or near unto any of the said Lands comprised in the said Schedules to this Act, and to sell or demise to any such Owners, or to any Person or Persons who shall have previously purchased or accepted Leases of any Part of the Lands devised by the said Will and Codicil of the said *John Rigby Fletcher* to the Uses aforesaid, or their several and respective Heirs, Executors, Administrators, or Assigns, for such Price or Prices or at such Rent or Rents as to them the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or such other Trustees or Trustee as aforesaid, shall seem reasonable, any Rights of Road or other Easements over, in, upon, or under any of the said Lands comprised in the said Schedules to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, under the Authority of this present Power, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, and to grant or join in granting, either in Fee or for Terms of Years, to any Person or Persons who shall have previously purchased or accepted Leases of any Part of the Lands devised by the said Will and Codicil of the said *John Rigby Fletcher* to the Uses aforesaid, or their several and respective Heirs, Appointees, Executors, Administrators, or Assigns, any Rights of Road or other Easements over, in, upon, or under any of the Lands comprised in the said Schedules to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, either in consideration of the Purchaser or Purchasers or Lessee or Lessees entering into such Covenants with the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, and their or his Heirs, as shall be agreed upon, to repair and keep in good Order and Condition, or to contribute such Sum or Proportion as shall be agreed on for or towards keeping in Repair, good Order, and Condition, the Roads, Sewers, Drains, or other Conveniences the Use or Enjoyment whereof shall be so granted, or in consideration of such Purchaser or Purchasers or Lessee or Lessees paying unto the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, a Sum or Sums of Money, by way of Purchase Money for such Grant, and also covenanting, in manner herein-before mentioned, to repair and keep in good Order and Condition, or to contribute towards keeping in repair, good Order and Condition, the said Roads, Sewers, Drains, or other Conveniences the Enjoyment whereof shall be granted, and to exchange with any such Owners of adjoining Lands any Rights of Road or other Easements or Con-

[Private.]

8 d

veniences

veniences over, in, upon, or under any of the said Lands comprised in the said Schedules to this Act, for any Rights of Road or other Easements or Conveniences over, in, upon, or under any Lands adjoining or near unto the said Lands comprised in the said Schedules to this Act, and upon every or any such Exchange as aforesaid to give or receive any Sum or Sums of Money by way of Equality of Exchange; and moreover, that all Rights of Road or other Easements which shall be purchased or taken in exchange by the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or such other Trustees or Trustee as aforesaid, under the Authority of this Act, shall be settled and assured to the same Uses, upon the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Declarations, as the Hereditaments to be purchased with the Monies arising from Sales under the Power of Sale for gross Sums of Money contained in the said Will of the said *John Rigby Fletcher* are thereby directed to be settled and assured, except so far as such Uses, Trusts, Powers, Provisoos, and Declarations, or any of them, are extended, modified, or otherwise altered by this Act.

Trustees may enter into Contracts for granting Conveyances in Fee or Leases for Years, under certain Restrictions.

VII. And be it further enacted, That it shall be lawful for the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being of the said Power, to make Conveyances and Demises for Building Purposes, at any Time or Times during the Life of any Person who under the Limitations contained in the said Will of the said *John Rigby Fletcher* shall be entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the Hereditaments comprised in the said Schedules to this Act, as Tenant for Life, with his Consent in Writing; and during the Minority of any Person who under the same Limitations shall be Tenant in Tail Male by Purchase, entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments, or who, being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent entitled to such Possession or Receipt as aforesaid, with the Consent in Writing of the Guardians or Guardian for the Time being of such Minor, to enter into any Contract or Contracts in Writing for making or granting any Conveyance or Conveyances in Fee or Lease or Leases for Years of all or any Part or Parts of the said Lands and Hereditaments comprised in the said Schedules to this Act, pursuant to the Powers for those Purposes contained in the said Will of the said *John Rigby Fletcher* or in this Act, and to agree, when and as any Land or Buildings so agreed to be conveyed or leased, or any Part or Parts thereof, shall be laid out, formed, or improved, or built on, rebuilt, or repaired, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to convey or to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, and his or their Heirs and Assigns, or his or their Executors, Administrators, and Assigns, (as the Case may require,) or

or to such other Person or Persons (to be approved of by the Trustees or Trustee for the Time being authorized to make such Conveyances or Leases as aforesaid) as he or they shall nominate and appoint in that Behalf, either in Fee or for the Remainder of the Term or Terms to be specified on such Contract or Contracts (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper; but subject nevertheless and without Prejudice as to each such Conveyance or Lease to the Restriction herein-before contained as to the Amount of the Rent to be reserved on Conveyances in Fee and Demises for Building Purposes, such Apportionment of Rent to be made either in a Method to be specified in such Contract or Contracts, or to be determined by a Surveyor or Surveyors, Referee or Referees, or in such other Manner as may be thought proper; and to agree, that when and as any Conveyance or Conveyances shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Hereditaments so contracted to be conveyed or leased, the Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be conveyed or leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Conveniences which are hereby or by the said Will of the said *John Rigby Fletcher* authorized to be granted to the Purchasers and Lessees under the said Powers of conveying and leasing for Building Purposes: Provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Hereditaments therein comprised as shall not have been actually conveyed or leased, and shall not be formed, laid out, or improved, built on, rebuilt, or repaired, in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Conveyance or Conveyances or Lease or Leases ought to be made or granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same respectively, or that in default thereof such Contract shall, as to the Land or Hereditaments not actually conveyed or leased by virtue of the same Contract, be void; and every such Contract so made as aforesaid shall be binding on all the Persons upon whom any Conveyance or Lease executed in pursuance of the Powers aforesaid would be binding, and shall be carried into execution accordingly.

VIII. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any such Conveyance, or Lease or Contract as aforesaid, shall at any Time or Times be resumed or recovered by virtue of or under any Power or Condition of Re-entry, If the Possession of any Lands granted or leased shall
or

be resumed, the Trustees may enter into Contracts, and make Conveyances or grant Leases thereof.

or any Clause or Proviso in the Nature of a Power or Condition of Re-entry, to be contained in any such Conveyance, or Lease or Contract, then and in every such Case it shall be lawful for the Persons or Person for the Time being authorized to make or grant such Conveyances or Leases respectively as aforesaid (but with such Consent as aforesaid) to make Conveyances or grant Leases, or enter into Contracts for making Conveyances or granting Leases, and afterwards to make Conveyances or grant Leases of the same Premises, under the Powers and Authorities contained in the said Will of the said *John Rigby Fletcher*, or in this Act, in the same Manner as if no Conveyances or Leases, or Contracts for Conveyances or Leases thereof, had been previously made, granted, or entered into.

Trustees may revoke Uses, in order effectually to grant or reserve Easements, and to reserve Fee farm Rents, and to limit Rents by way of Use

IX. And be it further enacted, That it shall and may be lawful to and for the Persons or Person for the Time being acting in the Execution of the said Powers of Sale and Exchange, or of the said Power of making Conveyances in Fee and Demises for Building Purposes, in order effectually to grant or demise, or to reserve any Rights, Liberties, Easements, Privileges, or Conveniences which may have been agreed to be granted or demised, or to be reserved under any of the Powers in the said Will or Codicil, or herein contained, in, through, out of, upon, or under any of the Lands and Hereditaments comprised in the said Schedules to this Act, and which Rights, Liberties, Easements, Privileges, or Conveniences cannot be well and effectually granted and demised or reserved respectively by an Instrument operating as an Appointment of the Use, and deriving its Effect from the Statute of Uses, and also in order upon any Conveyance in Fee at a Rent to make a valid and effectual Reservation in Fee Farm of the Rent or Rents which shall have been agreed to be reserved, in case it shall be thought expedient to reserve such Rent or Rents in Fee Farm, and not to limit the same by way of Use, by any Deed or Deeds or Instrument or Instruments in Writing, to be executed by them or him in the Presence of Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every the Uses, Trusts, Powers, and Provisions in and by the said Will and Codicil of the said *John Rigby Fletcher* and this Act, or any of them, expressed, declared, and contained or referred to of or concerning the Lands and Hereditaments in, through, out of, upon, or under which such Rights, Liberties, Easements, Privileges, or Conveniences are intended to be granted or demised or reserved respectively, or out of which such Rent or Rents is or are intended to issue or to be reserved (but subject and without Prejudice to any Lease or Leases which may have been made under the Powers of leasing contained in the said Will and Codicil or in this Act); and by the same Deed or Deeds or Instrument or Instruments in Writing to limit the same Lands and Hereditaments to themselves or himself, their or his Heirs and Assigns, or to some other Person or Persons in that Behalf named, his or their Heirs or Assigns, upon trust to grant or demise out of such Lands and Hereditaments the Rights, Liberties, Easements, Privileges, or Conveniences agreed to be granted or demised, or to make valid and effectual Reservations from and out of such Lands and Hereditaments of the Rights, Liberties, Easements, Privileges, or Conveniences,

veniences, or of the Rent or Rents agreed to be reserved respectively; and upon further Trust immediately afterwards to re-settle such Lands and Hereditaments, subject to the Grant or Demise which shall have been so made, or to settle and assure such Rights, Liberties, Easements, Privileges, or Conveniences, or such Rent or Rents as shall have been so reserved respectively as last aforesaid, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which such Lands and Hereditaments would have stood limited and settled in case the Power of Revocation last herein-before contained had not been exercised; and further, that it shall and may be lawful to and for the Persons or Person so as aforesaid acting in the Execution of the said Power of making Conveyances in Fee at a Rent, in case it shall be thought expedient to limit any such Rent or Rents by way of Use (which they and he are and is hereby authorized to do), by any such Deed or Deeds or Instrument or Instruments in Writing as aforesaid, to revoke, determine, and make void all and every the Uses, Trusts, Powers, and Provisions in and by the said Will and Codicil of the said *John Rigby Fletcher* and this Act, or any of them, expressed, declared, and contained of or concerning the Lands and Hereditaments out of which such Rent or Rents is or are respectively intended to issue (but subject and without Prejudice as aforesaid), and to limit the same Lands and Hereditaments to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations as shall be considered necessary or expedient for limiting and securing such Rent or Rents to the Persons or Person exercising such Power, and their or his Heirs, and for enabling them or him to re-enter on the said Lands and Hereditaments in case of Nonpayment of the Rent or Rents to be thereby limited, and for vesting the Lands and Hereditaments out of which the same Rent or Rents is or are respectively to issue in the Purchaser or Purchasers thereof respectively, or in such other Person or Persons as he or they shall in that Behalf direct, and that such Rent or Rents shall be forthwith settled and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which the Lands and Hereditaments out of which the same Rent or Rents is or are respectively issuing would have stood limited and settled in case the Power of Revocation last herein-before contained had not been exercised.

X. And be it further enacted, That the Proviso or Condition for Re-entry directed to be inserted in each such Conveyance, at a Rent or Limitation of a Rent by way of Use as aforesaid, shall be good and valid; and that when and if any such Entry shall be made by the Person or Persons entitled at Law to the Receipt of the said Rent or Rents, then from and after such Entry the Lands or Grounds comprised in each Conveyance avoided by such Entry, and the Buildings erected thereupon, shall become and be vested in the Person or Persons entitled to the said Rent or Rents, for the same or the like Estate or Estates as he or they respectively shall have in the same

Proviso or Condition for Re-entry to be valid, and to vest the Estate in Persons entitled to the Rents, &c.

[Private.]

8 e

Rent

Rent or Rents, and with the same or the like Remainders and Limitations over, and upon and for the same or the like Trusts, Intents, and Purposes, as the same Rent or Rents shall be held by him or them respectively, or shall be subject or liable to, at the Time of such Entry.

Covenants
of Trustees
to run with
the Land.

XI. And be it further enacted, That in case the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the Settlement made by the said Will and Codicil of the said *John Rigby Fletcher*, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Purchaser or Purchasers or Lessee or Lessees of any Part or Parts of the said Lands comprised in the said Schedules to this Act, as to the Mode in which any other Part or Parts of the same Lands shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or Grounds, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or Grounds, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim such Estate or Estates respectively, but no further or otherwise; and such Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Heirs, Executors, Administrators, and Assigns, for the Performance of such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, or their or his Heirs, Executors, or Administrators, would otherwise have been liable, and as such Person or Persons; his, her, or their Heirs, Executors, or Administrators, would have been liable in case such Person or Persons had originally entered into such Covenant or Covenants instead of the said original Covenantors or Covenantor, but shall be liable only for any Breach or Breaches of Covenant which shall have been actually committed during the Continuance of his or their Estate or Estates; and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him.

Covenants
entered into
by Pur-
chasers of
Lands for
Building
Purposes to
run with the
Land.

XII. And be it further enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands or Grounds comprised in the said Schedules to this Act, to erect, construct, repair, or build and to keep in repair any Buildings or Erections upon or otherwise improve the Land or Buildings purchased by him or them, and to pay the Rent or Rents to be reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, to insure against Fire, and to rebuild or repair in case of Fire, and to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any Squares, Gardens, Crescents, or other open Spaces, Roads, Ways, Streets, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, over, or under the Land or Ground to be purchased, or any other Part or Parts of the said Lands comprised in the said Schedules to this Act, or any other Covenant or Covenants

of

of a like Nature, shall be deemed to run and shall run with the Land purchased by him or them, and shall bind the Purchaser or Purchasers thereof, his and their Heirs and Assigns.

XIII. And be it further enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands or Grounds comprised in the said Schedules to this Act, to erect or construct, repair or rebuild, and to keep in repair any Buildings or Erections upon or otherwise to improve the Lands purchased by him or them, to pay the Rent or Rents reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, to insure against Fire, and to rebuild or repair in case of Fire, and to contribute towards the Expences of making and keeping in repair, ornamenting, or embellishing any Squares, Gardens, Crescents, or open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or other Conveniences in, upon, through, over, or under the Land or Buildings to be purchased, or any other Part or Parts of the said Lands comprised in the said Schedules to this Act, or any other Covenant or Covenants of a like Nature, shall be deemed to run and shall run with the Rent to be reserved or limited by or in the Conveyance or Conveyances of the Premises purchased, so as that the Person or Persons for the Time being entitled to such Rent shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Certain Covenants entered into by Purchasers to run with the Rent.

XIV. And be it further enacted, That after the passing of this Act the said *Thomas Robert Wilson France*, his Executors or Administrators, shall with all convenient Speed assign or transfer the said Sums of Two hundred and ninety Pounds Six Shillings and Eightpence, Nine hundred and twenty-five Pounds Ten Shillings, and Two hundred and thirty Pounds, to the joint Account of the said *Thomas Robert Wilson France* and *Michael Clayton*, as Trustees of the said Will and Codicil of the said *John Rigby Fletcher*; and that the said *Thomas Robert Wilson France* and *Michael Clayton*, their Executors and Administrators, shall stand and be possessed and interested of and in the aforesaid Sums of Money and every Part thereof respectively, and of and in all and singular the Monies which shall arise by any such Sale or Sales as aforesaid, or to be received for Equality of Exchange, and of and in all other the Monies (except Rents, Issues, and Profits,) which have come or shall come to their or his Hands under or by virtue of the same Powers, or any of them, in manner following; (that is to say,) in the first place, upon trust to pay and discharge, with and out of the said Monies, the Costs, Charges, and Expences preparatory to and attending the applying for, obtaining, and passing this Act, and all the Costs, Charges, and Expences of or attending or in anywise relating to the effecting of such Sales, Exchanges, Grants, Allotments, Appropriations, and Improvements as aforesaid, and of all or any of the other Objects and Purposes which they and he are and is by the said Will and Codicil of the said *John Rigby Fletcher* or by this Act authorized to carry into effect; and after answering and satisfying the Trusts and Purposes aforesaid, upon further trust to lay out and

Trust Funds to be transferred by *Thomas Robert Wilson France* to the joint Account of himself and *Michael Clayton*.

and invest the Surplus or Residue which shall from Time to Time remain of the said Trust Monies in such and in the same Manner as is directed and expressed in and by the said Will of the said *John Rigby Fletcher* with respect to the Monies arising by the Sale of Lands for gross Sums of Money under or by virtue of the Power in that Behalf contained in the same Will; except that in case the Person whose Consent is by the said Will required to such laying out and Investment shall be a Minor, then the said Surplus or Residue shall be laid out and invested at the Discretion of the said Trustee or Trustees for the Time being.

Court of
Chancery
may make
Order for
taxing
Costs.

XV. Provided always, and be it further enacted, That it shall and may be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Person who for the Time being shall be entitled to or interested in the Rents and Profits of the Lands and Hereditaments devised by the said Will and Codicil of the said *John Rigby Fletcher*, or who would have been so entitled thereto in case the same had remained unsold, or if any such Person shall be an Infant, then of his Guardian or Guardians, to make such Order or Orders as the said Court shall think fit for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs, Charges, and Expences of or relating to the Applications to be made to the said Court under this Act.

Trustees,
with Con-
sent, may
lease
Mines, &c.

XVI. And be it further enacted, That from and immediately after the passing of this Act it shall and may be lawful to and for the Person who shall for the Time being, under the Limitations contained in the said Will of the said *John Rigby Fletcher*, be entitled to the Possession, or to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments comprised in the said Schedules to this Act, as Tenant for Life, and also to and for the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being of the Settlement made as aforesaid by the said Will and Codicil of the said *John Rigby Fletcher*, at any Time or Times during the Minority of any Person who shall be Tenant in Tail Male by Purchase, entitled under the same Limitations to the Possession, or to the Receipt of the Rents, Issues, and Profits of the same Lands and Hereditaments, or who being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir Male of his Body, shall for the Time being be Tenant in Tail Male by Descent entitled to such Possession or Receipt as aforesaid, with the Consent in Writing of the Guardians or Guardian of such Minor, by any Indenture or Indentures from Time to Time to demise or lease all and every or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Clay, and other Minerals and Substances found or discovered, or which shall or may at any Time or Times hereafter be found or discovered, in, under, or upon the said Lands or Grounds comprised in the First Schedule to this Act, or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in
or

or under which the same or any Part thereof respectively shall lie, unto any 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, together with full and free Liberty, Licence, Power, and Authority to search, seek for, bore, dig, sink for, discover, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Clay, and other Minerals and Substances, and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Way-gates, Gutters, Water-gates, and Watercourses, and other subterraneous Works, in and under the said Lands and Grounds comprised in the said First Schedule to this Act, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machinery, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Coal, Clay, and other Minerals and Substances forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe, or Stench from, forth, and out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Mines or Quarries; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground Room and Pit Room for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, calcining, working, and manufacturing of the Coal, Clay, and other Minerals, Earth, Rubbish, and Substances which shall from Time to Time proceed from or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggons, and Carriages, all the Coal, Clay, Minerals, Earth, Rubbish, and Substances to be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways or framed Waggon-ways, Weighing Machines, or other Machineries, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, laying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, and carrying away the said Coal, Clay, and other Minerals, Earth, Rubbish, and other Substances; and also from Time to Time to remove, take, and carry away all or any of the Steam Engines, or other Engines, Furnaces, Forges, Foundries, and other Buildings

[*Private.*]

and Erections, Railways, Waggon-ways, Weighing Machines, and other Machines, at his or their Will or Pleasure; and also to dig and get up Stones, Sods, Peat, Clay, or Spar for making and building such Houses and other Buildings as aforesaid; and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, burning, or otherwise manufacturing of Coal, Clay, and other Minerals and Substances, and for the carrying away the same, or with such of the same Powers and Privileges as the Persons or Person making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created such yearly Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same; and so as such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift for the same; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid by the Space of Twenty-one Days, or some other reasonable Time, to be therein specified; and so as the respective Lessee or Lessees also execute Counterparts of all such Demises or Leases as shall be made to them respectively, and enter into such Covenants and Agreements as the Persons or Person making such Demises or Leases respectively shall deem expedient, for the working and managing the said Mines and Works, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable; and that it shall and may be lawful in and by any such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, to reserve any annual Sum of Money by way of Mine Rent, and also in case it shall appear, at the Expiration of any Year of the Term to be thereby granted, upon a Calculation of the Extent to which the working of Mines to be thereby demised shall then have actually proceeded, that the said Mines shall have been worked or gotten (the Extent of the working of the said several Mines, if more than One to be thereby granted, to be computed from any Average to be agreed upon, and to be therein specified,) out of or from any greater Quantity or Extent of the Surface of any Lands than such Quantity or Extent of Lands in the whole, as shall be after a Rate and Proportion to be therein specified in superficial Measure for each and every Year of the said Term elapsed previously to the Time of making such Calculation as aforesaid, then and in every such Case (over and besides the yearly Sum by way of Mine Rent to be reserved as aforesaid) an additional Mine Rent for each and every Statute Acre in superficial Measure, and so in proportion for any less Quantity than a Statute Acre, of the Surface of any Lands out of or from which the said Mines shall have been so worked or gotten as aforesaid over and above such Quantity or Extent in the whole of
the

the said Lands as shall be after the Rate and Proportion so to be specified in superficial Measure for each and every Year of the said Term previously to the Time of making such Calculations as aforesaid, the said additional Mine Rent to be payable upon such Day in every Year of the said Term wherein such additional Mine Rent shall actually arise or accrue as shall be therein specified, with a Proviso that when and so often as any additional Mine Rent shall have become due at the Expiration of any Year of the Term to be thereby demised in consequence of Minerals having been worked or gotten out of or from any surplus Quantity of any Lands exceeding the Quantity to be in that Behalf specified as aforesaid for each and every Year of the said Term previously elapsed as aforesaid, and the same shall have actually been paid by the Lessee or Lessees, his or their Executors, Administrators, or Assigns, in pursuance of the Reservation aforesaid, then and thenceforth, and so often as the Case shall arise, the surplus Quantity of the said Lands in respect of which such additional Mine Rent shall have so arisen and been actually paid as aforesaid shall not, in any future Calculation to be made at the Expiration of any subsequent Year of the said Term for the Purpose of ascertaining whether any additional Mine Rent shall have again become due, be again brought into consideration, so as to render any further Mine Rent again payable for or in respect of the same; and generally that in and by such Demises or Leases respectively there shall and may be reserved or contained any other Reservations, Covenants, Agreements, Provisoes, or Stipulations whatsoever which are usual in Leases granted of Mines in the County of *Lancaster*, or which shall or may be deemed necessary or expedient for providing for the due working and Management of any Mines and Quarries so to be demised or leased, or any Works belonging thereto.

XVII. Provided always, and be it further enacted, That the Rent or Rents, Tolls, Duties, Royalties, and Reservations to be reserved and made payable upon every Lease to be granted, under the Power herein-before contained, of any Mine or Mines, shall from Time to Time during the Life of any and every Person who under the Limitations contained in the said Will of the said *John Rigby Fletcher* shall for the Time being be entitled to the Possession, or to the Receipt of the Rents, Issues, and Profits of the Hereditaments subject to the Uses of the said Will as Tenant for Life, and during the Minority of any and every Person who under the same Limitations shall be entitled to the Possession, or to the Receipt of the Rents, Issues, and Profits of the same Hereditaments as Tenant in Tail Male, be received by the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, or other the Trustees or Trustee for the Time being of the Settlement made as aforesaid by the said Will or Codicil, instead of being received by such Tenant for Life or Tenant in Tail Male, or the Guardians or Guardian of such Tenant in Tail Male; and the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, or such other Trustees or Trustee as aforesaid, shall have such and the same Powers and Remedies for recovering and enforcing the Payment of the same Rent or Rents, Tolls, Duties, Royalties, and Reservations, by Distress or Action, as such

Reserved Rents, &c. to be received by the Trustees, who are to give Discharges for the same.

such Tenant for Life or Tenant in Tail Male, or the Guardians or Guardian of such Tenant in Tail Male, would legally have had if this present Provision had not been inserted in this Act; and the Receipts in Writing of the said *Thomas Robert Wilson France* and *Michael Clayton*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, 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, Royalties, and Reservations, or for so much thereof as in such Receipt or Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of any such Tenant for Life or any such Tenant in Tail Male, or the Guardians or Guardian of any such Tenant in Tail Male, to re-enter on the Premises to be demised by any such Lease, by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Trustees are to stand possessed of the Rents, Tolls, &c. upon certain Trusts.

XVIII. And be it further enacted, That the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, and other the Trustees or Trustee for the Time being of the Settlement made as aforesaid by the said Will and Codicil of the said *John Rigby Fletcher*, and their or his Executors or Administrators, shall stand and be possessed and interested of and in the Rents, Tolls, Duties, and Reservations so to be received as aforesaid upon the Trusts following; that is to say, as to One equal Fourth Part of the said Rents, Tolls, Duties, and Reservations, upon trust to lay out and invest the same in such and the same Manner as in and by the said Will of the said *John Rigby Fletcher* is directed and expressed with respect to the Monies arising by the Sale of Lands for gross Sums of Money under or by virtue of the Power in that Behalf contained in the same Will, except that in case the Person whose Consent is by the said Will required to such laying out and Investment shall be a Minor, then the same One Fourth Part shall be laid out and invested at the Discretion of the said Trustees or Trustee for the Time being, and as to the remaining Three equal Fourth Parts of the said Rents, Tolls, Duties, and Reservations, after deducting and retaining out of such Three equal Fourth Parts all such Costs or Charges (if any) as they or he shall have incurred in or about the Recovery or Receipt of the said entire Rents, Tolls, Duties, and Reservations, upon trust to pay the same unto the Person for the Time being entitled to the Possession, or to the Receipt of the Rents, Issues, and Profits of the Hereditaments subject to the Uses of the said Will, if such Person shall be of full Age, and if such Person shall be a Minor upon the same Trusts and for the same Intents and Purposes; and under and subject to the same Powers and Provisoes, as are herein-after expressed, declared, and contained of and concerning the Rents, Issues, and Profits of the said Lands and Hereditaments.

If any Person, being a Minor, become entitled to the Estates, the Trustees to

XIX. And be it further enacted, That if at any Time or Times after the passing of this Act any Person who by virtue of or under the Limitations contained in the said Will of the said *John Rigby Fletcher* shall for the Time being be Tenant in Tail Male by Purchase entitled to the Possession, or to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments for the Time being

being subject to the same Limitations, or who, being the Son or remoter Descendant of any Tenant in Tail Male by Purchase now living, and having immediately upon the Death of such Tenant in Tail Male by Purchase become Heir of his Body, shall for the Time being be Tenant in Tail Male by Descent entitled to such Possession or Receipt as aforesaid, shall be a Minor, then and in such Case, and so often as the same shall happen, the said *Thomas Robert Wilson France* and *Michael Clayton*, and the Survivor of them, or other the Trustees or Trustee to be appointed as herein-after is mentioned, do and shall enter into possession, or the Receipt of the Rents, Issues and Profits of the said Lands and Hereditaments, and do and shall during such Minority hold and continue such Possession, or Receipt of the Rents, Issues and Profits, and manage and superintend the Management of the same Lands and Hereditaments, with full Power to fell Timber in the usual Course, and do and shall from Time to Time during such Minority, by and out of the Rents, Issues, and Profits of the same Lands and Hereditaments (including the Produce of the Sale of Timber), after deducting the Expences of Management, pay to the Guardians or Guardian of such Minor such annual Sum or Sums of Money as the High Court of Chancery shall upon the Petition of such Guardians or Guardian think fit and order to be by them, him, or her applied in or towards the Maintenance and Education of such Minor, and subject thereto do and shall from Time to Time, by and out of the same Rents, Issues, and Profits, pay and apply such Sum or Sums of Money as the said Court shall upon the like Petition direct, in or towards rebuilding, repairing, amending, or improving any of the Farmhouses, Outhouses, Edifices, or Buildings now standing or being, or which shall hereafter stand or be upon the said Lands and Hereditaments or any Part or Parts thereof, whether in hand or in the Occupation of any Tenant or Tenants under any Lease or Agreement, or as Tenant from Year to Year or at Will, or in or towards erecting or building any new or additional Building or Buildings or other Erection or Erections, or in or towards any other Repairs or Improvements of or upon the same Lands and Hereditaments or any Part or Parts thereof, or (in case and when the said Trustees or Trustee shall be requested so to do by the Guardians or Guardian of such infant Tenant in Tail Male) in or towards insuring any Dwelling Houses, Farmhouses, Erections, and Buildings upon the said Lands and Hereditaments, or any Part or Parts thereof, against Loss or Damage by Fire, for such Sum or Sums of Money as such Guardians or Guardian shall think fit, and from Time to Time receive any Monies which shall become payable upon or in respect of any such Insurance or Insurances as aforesaid, and apply the same in or towards rebuilding, repairing, or replacing the Buildings in respect of which the same shall be received, and do and shall lay out and invest the Surplus or Residue which shall remain of such Rents, Issues, and Profits, after answering the Trusts and Purposes aforesaid, in the Purchase, in their or his Names or Name, of a competent Share or Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, to be from Time to Time altered or varied as to them or him shall seem meet, and do and shall receive and take the Interest, Dividends, and annual Produce

[Private.]

of the same Stocks, Funds, and Securities, and lay out and invest the same in or upon Stocks, Funds, or Securities of a like Nature, to be also from Time to Time altered or varied as to them or him shall seem meet, and do and shall from Time to Time repeat such layings out and Investments, so that the same may during every such Minority accumulate in the Way of Compound Interest, and do and shall stand and be possessed and interested of and in the said Rents, Issues, and Profits, Interest, Dividends, and annual Produce, Stocks, Funds, and Securities, and the Accumulations thereof, upon trust for the Tenant in Tail Male during whose Minority the said Rents, Issues, and Profits shall have accrued, his Executors and Administrators.

For appoint-
ing new
Trustees on
Vacancies.

XX. Provided always, and be it further enacted, That in case the said *Thomas Robert Wilson France* and *Michael Clayton*, or either of them, or any Trustee or Trustees who shall be appointed as herein-after mentioned, shall die, or be desirous to be discharged from, or refuse or decline or become incapable to act in the Trusts or Powers created by the said Will and Codicil of the said *John Rigby Fletcher* or either of them, or by this Act, or shall travel or reside out of *Great Britain* before the said Trusts and Powers shall be fully performed and executed, then and in every such Case, and so often as the same shall happen, it shall be lawful for the High Court of Chancery, in a summary Way, on a Petition to be preferred by the Person who, under the Uses, Limitations, or Trusts contained or declared or referred to in the said Will and Codicil of the said *John Rigby Fletcher*, shall for the Time being be entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the Hereditaments and Premises for the Time being subject to the Uses, Limitations, and Trusts contained or declared or referred in the same Will and Codicil, or if such Person shall be an Infant or Infants, of his Guardian or Guardians, to 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 Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or travelling or residing out of *Great Britain* as aforesaid; and that when and so often as any new Trustee or Trustees shall be appointed as aforesaid, all the Trust Estates, Monies, and Premises (if any) which shall then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or travelling or residing out of *Great Britain*, as aforesaid, either solely, or jointly with the other Trustee, or in the surviving Trustee, or the Heirs, Executors, or Administrators of the surviving Trustee (as the Case may be), shall with all convenient Speed be conveyed, assigned, and transferred in such Manner as to become legally and effectually vested in the surviving or continuing Trustee, and such new or other Trustee; or if there shall be no continuing Trustee, then in such new Trustees only, upon the Trusts in and by the said Will and Codicil of the said *John Rigby Fletcher* declared and contained or referred to of and concerning the same, or such of the same Trusts as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may, to all Intents, Effects, Constructions, and Purposes whatsoever, have and

and exercise all the Powers, Authorities, and Discretions of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed, whether given by the said Will and Codicil or by this Act, and shall be entitled in respect of all such Trusts, Powers, Authorities, and Discretions to the full Benefit of the Provisions contained in the said Will for the Indemnity and Reimbursement of Trustees: Provided always, that nothing herein contained shall be deemed or construed to authorize the Appointment of new Trustees or a new Trustee of the said Sum of Eight thousand Pounds mentioned in the said Will of the said *John Rigby Fletcher*, or the Stocks, Funds, or Securities in or upon which the same is or may be invested.

XXI. And be it further enacted, That the several Powers contained in the said Will of the said *John Rigby Fletcher*, and all and singular the Powers, Clauses, and Provisions in this Act contained, so far as they or any of them respectively can be applicable, shall extend and apply, and be deemed, construed, and taken to extend and apply, to all Lands and Hereditaments which shall be purchased with the said Sums of Two hundred and ninety Pounds Six Shillings and Eight-pence, Nine hundred and twenty-five Pounds Ten Shillings, and Two hundred and thirty Pounds, or any of them, or any Part thereof respectively, or with any Monies which shall arise from any Sale or Sales, Exchange or Exchanges, which shall be made under the Powers of Sale and Exchange contained in the said Will of the said *John Rigby Fletcher*, or any of the Powers given by this Act, or with the said One equal Fourth Part of the Rents, Tolls, Duties, Royalties, and Reservations reserved in any Mining Lease to be granted as aforesaid, and to all Lands which, under the Power in that Behalf contained in the said Will of the said *John Rigby Fletcher*, shall be taken in exchange for any of the Lands comprised in the said Schedules to this Act.

Powers to extend to all Lands hereafter to be purchased with the Trust Funds.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *Charles Lutwidge*, and the said *Charles Robert Fletcher Lutwidge* and the Heirs Male of his Body, and the said *Robert Wilfred Skeffington Lutwidge*, and his First and every other Son, and the Heirs Male of the Body of every such Son, and every future born Son of the said *Charles Lutwidge*, and the Heirs Male of the Body of every such future born Son, and the said *Skeffington Lutwidge* and *Henry Lutwidge*, and the First and every other Son of the said *Skeffington Lutwidge* and *Henry Lutwidge* respectively, and the Heirs Male of the Body of every such Son, and the said *William Hutton* the elder and *William Hutton* the younger, and the Heirs Male of the Body of the said *William Hutton* the younger, and all and every or any other Persons and Person to whom any Estate, Right, Title, or Interest in, to, or out of the Hereditaments and Premises mentioned or comprised in the Schedules to this Act, or any Part or Parts thereof, and the said Sums of Two hundred and ninety Pounds Six Shillings and Eight-pence, Nine hundred and twenty-five Pounds Ten Shillings, and

General Saving.

Two

Two hundred and thirty Pounds, and the Investments thereof respectively, and the Hereditaments to be purchased therewith, shall have been devised or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will and Codicil of the said *John Rigby Fletcher*, and other than and except the said *Thomas Robert Wilson France* and the said *Robert Harris*, and also other than and except the Heir at Law of the said *John Rigby Fletcher*, all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, in, to, or out of the said Hereditaments and Premises mentioned or comprised in the said Schedule to this Act, and every Part thereof, and the said Sums of Two hundred and ninety Pounds Six Shillings and Eight-pence, Nine hundred and twenty-five Pounds Ten Shillings, and Two hundred and thirty Pounds, and the Stocks, Funds, or Securities in or upon which the same shall be invested, and the Hereditaments to be purchased therewith, and every Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

Act as
printed by
Queen's
Printer's to
be Evidence.

XXIII. And be it further 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.

The SCHEDULES referred to by the foregoing Act.

The FIRST SCHEDULE.

A FARM, Lands, and Buildings in the Parish of Eccleston, and in the Township of Euxton in the Parish of Leyland, in the County of Lancaster, in the Occupation of Henry Draper, consisting of the following Particulars :—

					<i>Parish of Eccleston.</i>		
					A.	R.	P.
House and Offices, &c.	-	-	-	-	0	3	38
Garden	-	-	-	-	0	3	29
Waste	-	-	-	-	0	3	31
Pasture	-	-	-	-	1	2	31
Waste	-	-	-	-	1	0	5
Barn and Back Yard	-	-	-	-	0	0	28
Lane	-	-	-	-	0	2	5
Ten Acre	-	-	-	-	0	1	34
Wood	-	-	-	-	4	0	6
Wood Croft	-	-	-	-	3	1	7
Green Close	-	-	-	-	19	2	36
Bragg Close	-	-	-	-	7	2	32
Oliver Meadow	-	-	-	-	2	3	33
Harrison Hey	-	-	-	-	4	2	12
Nixon Hey	-	-	-	-	8	3	1
Waste and Lane	-	-	-	-	2	3	9
Wood	-	-	-	-	0	2	39
Long Meadow	-	-	-	-	4	0	28
Dow Meadow	-	-	-	-	14	2	39
High Stainyards	-	-	-	-	13	0	29
High Moody Hey	-	-	-	-	14	3	3
Lower Moody Hey	-	-	-	-	12	3	9
Round Meadow	-	-	-	-	5	3	10
Old Meadow	-	-	-	-	3	3	39
High Lands	-	-	-	-	4	1	33
High Lands	-	-	-	-	4	2	38
	-	-	-	-	4	2	21
Bolton Hey	-	-	-	-	5	3	19
Lower Bolton Hey	-	-	-	-	6	1	14
Debthill Lane	-	-	-	-	0	3	6
Debthill Hey	-	-	-	-	5	0	8
Debthill Croft	-	-	-	-	2	0	37
Stack Croft	-	-	-	-	1	2	11
Great Croft	-	-	-	-	20	3	18
Higher Ox Hey	-	-	-	-	3	3	12
Lower Ox Hey	-	-	-	-	4	0	30
Great Ox Hey	-	-	-	-	8	3	19
Higher Stork Hey	-	-	-	-	7	3	29
Lower Stork Hey	-	-	-	-	7	0	35
Great Yarrow Hey	-	-	-	-	11	2	1

[Private.]

8 h

	A.	R.	P.
Little Yarrow Hey	9	2	27
Little Foot	5	0	10
Meadow	4	2	10
Foot Meadow	5	3	37
Little Park	18	0	21
Top End of Park	11	3	24
Great Park	26	1	19
Intack	5	2	1
Fore End of Park	9	0	5
Ease Meadow	7	1	28

Euxton in the Parish of Leyland.

Little Good Acre	3	3	0
Great Good Acre	8	2	38
Sour Meadow	4	0	8
	<u>351</u>	<u>0</u>	<u>12</u>

J. W. R. Wilson.

The SECOND SCHEDULE.

A FARM, Buildings, and Closes of Land in the Parish of Preston in the County of Lancaster, in the Occupation of John Wilcocks and others.

	A.	R.	P.
Outhousing and Garden	0	2	18
Croft	1	2	30
Nearer Field	5	0	13
Further Meadow	4	2	25
Little Wignall	2	3	39
Rushy Field	4	2	25
Garden Field	2	3	34
Carters Brows	3	1	6
Ditto	3	2	32
Marled Field	8	3	36
Bean Field	5	1	12
Further Bean Field	4	1	32
Further Brow	1	1	23
Lady Hey Meadow	2	3	38
The Farmost Lady Hey	4	2	13
The Barn Croft	1	0	31
The Great Meadow	5	1	20
The Marled Fields	7	2	18
The Two Row Moors	13	0	37
Middle Lady Hey	3	0	27
Lady Hey	5	1	34
Alms House Meadow	3	3	31
Walker's Gardens	7	3	13
Long Field	2	0	4
Further Fields	6	2	9

8° & 9° VICTORIÆ, Cap. 25.

675

	A.	R.	P.
Three Closes -	7	0	23
Long Croft -	1	2	16
Great Field -	5	2	0
Culter Meadow -	4	0	14
	<hr/>		
	132	0	13
	<hr/>		

A Messuage or Dwelling House, Outbuildings, and Garden in Fishergate Street in Preston aforesaid, now or late in the Occupation of Mrs. Baldwin.

Four Pews in St. George's Chapel of Ease, Preston.

A Pew in Preston Parish Church.

A Pew in Walton Church.

J. W. R. Wilson.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.

1870

Year	1870	1871	1872	1873	1874	1875	1876	1877	1878	1879	1880
Population	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	1,250,000	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000
Area (sq. miles)	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Density (per sq. mile)	27.8	29.2	30.6	31.9	33.3	34.7	36.1	37.5	38.9	40.3	41.7

1880

1890

1900

1910

1920

1930

1940

1950

1960

1970

1980

1990

2000