



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxxxii.

An Act to give further Powers to the Mayor, Aldermen, and Burgesses of the Borough of *Salford* with respect to Burial Purposes, and to authorize Arrangements with respect to Lands in and near *Marlborough Square* in *Salford*.

[10th August 1857.]

WHEREAS the Council of the Borough of *Salford* is the Burial Board of the said Borough, under and by virtue of the Public and General Acts relating to the Burial of the Dead, *videlicet*, an Act passed in the Session of Parliament holden in the Fifteenth and Sixteenth Years of the Reign of Her present Majesty, Chapter Eighty-five, and an Act passed in the Session of Parliament holden in the Sixteenth and Seventeenth Years of the same Reign, Chapter One hundred and thirty-four, and an Act passed in the Session of Parliament holden in the Seventeenth and Eighteenth Years of the same Reign, Chapter Eighty-seven, and an Act passed in the Session of Parliament holden in the Eighteenth and Nineteenth Years of the same Reign, Chapter Seventy-nine, and an Act passed in the last-mentioned Session of Parliament, Chapter One hundred and twenty-eight; and it is expedient to give additional Facilities for the raising of Money for Burial Purposes by the said

[*Local.*]

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Council,

The Salford Borough Act, 1857.

Council, and to make Regulations with respect to Interments in Burial Grounds provided or to be provided by the said Council; And whereas by an Indenture of Assignment bearing Date the Sixth Day of *August* One thousand eight hundred and forty-five, and made between *William Garnett* of the First Part, *James Atherton*, *Malcolm Ross*, and *Edward Watkin* of the Second Part, and the Mayor, Aldermen, and Burgesses of the Borough of *Manchester* (herein-after called "the Corporation of *Manchester*") of the Third Part, reciting that by Two certain Indentures of Lease bearing Date respectively the Twenty-sixth Day of *November* One thousand eight hundred and thirty-six, and respectively made between the Right Honourable *Edward Earl of Derby* (deceased) of the one Part and *William Garnett Esquire* of the other Part, Two Plots of Land (described in Schedule (D.) to this Act) were demised to the said *William Garnett* for the Term of Ninety-nine Years, commencing on the Twenty-ninth Day of *September* One thousand eight hundred and thirty-six, in consideration of the yearly Rent of Seventy Pounds reserved to the said Earl in respect of one of such Plots, and of the yearly Rent of Seventy Pounds reserved to the said Earl in respect of the other of such Plots; and reciting that by Two certain Indentures of Under-lease, dated the Twentieth Day of *October* One thousand eight hundred and thirty-seven, and made between the said *William Garnett* of the one Part and *William Jenkinson* of the other Part, the said Two Plots of Land were demised to the said *William Jenkinson* for the Residue of the said Term of Ninety-nine Years (the last Day excepted), in consideration of the yearly Rent of One hundred and nine Pounds Eighteen Shillings and Tenpence reserved to the said *William Garnett* in respect of one of such Plots, and the yearly Rent of Seventy-six Pounds One Shilling and Sixpence reserved to the said *William Garnett* in respect of the other of such Plots, for the Considerations therein mentioned the said *William Garnett* assigned all his Estate and Interest in the said Two Plots of Land, together with other Lands now forming Part of the *Peel Park* in *Salford*, to the Corporation of *Manchester* (subject to the Rents and Covenants to which the same respectively were liable), upon certain Trusts contained in an Indenture of even Date therewith, made between the Corporation of *Manchester* of the one Part and *James Atherton*, *Robert Cox Clifton*, *James Collier Harter*, *Malcolm Ross*, and *Edward Watkin* of the other Part, whereby the Lands now forming the said *Peel Park* were dedicated to the Use of the Public: And whereas by an Indenture bearing Date the Thirty-first Day of *May* One thousand eight hundred and fifty-one, and made between the Corporation of *Manchester* of the one Part and the Mayor, Aldermen, and Burgesses of the Borough of *Salford* (herein-after called "the Corporation") of the other Part, the Corporation of *Manchester* assigned all their Estate and Interest in the Lands comprised

The Salford Borough Act, 1857.

prised in and assigned by the last-recited Indenture to the Corporation upon the Trusts affecting the same: And whereas for many Years the Corporation received from the said *William Jenkinson* the Rents reserved by the said Indentures of Under-lease, and have applied the same in aid of the Expenses attendant upon *Peel Park*: And whereas in or about the Month of *November* One thousand eight hundred and fifty-five the said *William Jenkinson* was declared a Bankrupt, and the Assignees chosen under the said Bankruptcy have refused to adopt the said Under-leases, and the said *William Jenkinson* has also relinquished the same, and the Corporation are now in possession of the Lands comprised in such Under-leases: And whereas the said Two Plots of Land are vacant and unproductive, and the Corporation are unable to sell or lease such Lands owing to the Trusts affecting the same, and it is expedient that the said Mayor, Aldermen, and Burgesses should have Power to acquire longer Leases of such Lands, or the Fee Simple thereof, and to sell or lease the same or any Part thereof, as they shall deem advisable: And whereas the Objects aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Salford* Borough Act, 1857." Short Title.

II. In this Act and in the Schedules to this Act annexed the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpre-
tation of
Terms.

The Expressions "the Borough," "the said Borough," or "the said Borough of *Salford*," shall mean the Municipal Borough of *Salford* in the County of *Lancaster*:

The Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the said Borough:

The Expressions "the Town Council," or "the Council," shall mean the Mayor, Aldermen, and Burgesses of the said Borough acting by the Town Council of the same Borough:

The Expression "the Burial Board," or "the Burial Board of the Borough," shall mean the Mayor, Aldermen, and Burgesses of the said Borough acting by the Town Council of the said Borough:

The Expression "Burial Purposes" shall mean all Purposes, Matters, and Things relating to and providing for the Interment of the Dead, which may lawfully be executed or done under the

The Salford Borough Act, 1857.

the Authority of the Burial Acts, or any of them, or of this Act:

The Expression "Burial Ground" shall include every Burial Ground already and hereafter provided by the Burial Board:

The Expression "consecrated Part of the Burial Ground" shall mean the Portion of the Burial Ground consecrated according to the Rites and Ceremonies of the Established Church of *England and Ireland*, and the Expression "unconsecrated Part of the Burial Ground" shall mean the Remainder of the Burial Ground:

The Expression "the Borough Fund" shall mean the Borough Fund of the said Borough of *Salford*:

The Expression "the Borough Rate" shall mean all the Borough Rates of the said Borough raised and levied under the Provisions of the Act passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of King *William* the Fourth, Chapter Seventy-six, and any Act passed to alter or amend the same:

The Expression "Burial Acts" shall mean the recited Public and General Acts of Parliament:

The Expression "Clerks for Burials" shall mean Persons appointed by the Council to perform, as regards the consecrated Part of any Burial Ground provided or to be provided by the said Council, the Duties usually performed by Parish Clerks in the Interment of the Dead, and Persons so appointed to assist the Chaplains or Ministers in the Performance of Funeral Service in the unconsecrated Part of any such Burial Ground:

The Expression "the Town Clerk" shall mean the Town Clerk for the Time being of the said Borough:

The Expression "Building" shall mean any Messuage, House, Shop, Counting-house, Cottage, Warehouse, Manufactory, Church, Chapel, or other Erection whatsoever.

Excluding
Operation of
8 & 9 Vict.
c. 18.

III. "The Lands Clauses Consolidation Act, 1845," shall not be incorporated with this Act; but this Section shall not affect the Powers conferred upon the Burial Board by the Burial Acts.

Declaring
the Burial
Board a
Body Cor-
porate.

IV. The Burial Board shall for the Purposes of the Burial Acts and this Act be deemed to be a Body Corporate, under the Name and Style of "The *Salford* Burial Board," with perpetual Succession and a Common Seal, and with Power to purchase and hold Lands under and subject to the Provisions of the Burial Acts.

As to bor-
rowing
Money.

V. The Council from Time to Time, after borrowing any Moneys for Burial Purposes in the Mode authorized by the Burial Acts or some of them, may re-borrow the same, either at the same or any other

The Salford Borough Act, 1857.

other Rate of Interest, and so *toties quoties*, and it shall not be obligatory on the Council to repay annually any Part of the Principal Moneys borrowed or re-borrowed as aforesaid, but all such Moneys, with the Interest thereon, may be repaid at such Times respectively as shall be agreed upon between the said Council and the Lenders; and in every such Case the Council shall cause such Period to be inserted in the Mortgage Deed, and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall on Demand be paid to the Party entitled to receive such Principal Sum and Interest, and if no other Place of Payment be inserted in such Deed, such Principal and Interest shall be payable at the Office of the Town Clerk of the said Borough.

VI. Every Mortgage made under the Authority of this Act shall be by Deed duly stamped, in which the Consideration shall be truly stated; and every such Deed shall be under the Common Seal of the Corporation, and may be according to the Form set forth in Schedule (A.) to this Act annexed.

Form of
Mortgage.

VII. It shall be lawful for the Council to raise Moneys for Burial Purposes by the Creation and Sale of Annuities instead of borrowing or re-borrowing on Mortgage as aforesaid in manner following; (that is to say,) the Borough Fund and the Borough Rate shall be charged with the Payment to any Purchaser of an Annuity of an annual Sum in respect of the Purchase Money, after any Rate not exceeding the Rate of Ten Pounds for every Hundred Pounds paid, and so in proportion for any less Amount, such annual Sum to be payable half-yearly or otherwise as may be agreed upon during the Life of the Purchaser, or during the Life of such Person as he shall nominate, or for any Term of Years not exceeding Twenty Years, unless it shall be provided by some future Public and General Act relating to Burial Boards that Annuities may be granted by them for a longer Period, in which Case the Burial Board may, if they see fit, grant Annuities for any Term not exceeding that which shall be authorized by such Act; and in case of the Expiration of a Life in the Interval between half-yearly Days of Payment, the Council shall pay a proportionate Part of such Annuity.

Power to
raise Money
by Annuity
for Life or
Years.

VIII. The Corporation shall give to every Person who shall purchase an Annuity a Bond duly stamped under their Common Seal, and such Bond may be according to the Form in Schedule (B.) to this Act annexed, and no Enrolment of any such Bond, or of any Deed, Agreement, or other Document, or of any Memorial thereof respectively, relating to any such Loan, shall be necessary.

Form of An-
nuity Bond.

The Salford Borough Act, 1857.

Consent of
the Treasury
to Amount
raised by
Mortgage,
&c.

IX. Provided always, That the total Amount of Money to be raised by Mortgage and by Sale of Annuities shall not exceed such Sum as shall be from Time to Time approved by the Commissioners of Her Majesty's Treasury.

Mortgagees
to be without
Preference.

X. All Persons to whom such Mortgages or Bonds shall be made, or who shall be entitled to the Moneys thereby secured, shall, in proportion to the Sums in such Mortgages or Bonds respectively mentioned, be Creditors on the said Borough Fund and Borough Rate equally one with another, without any Preference in respect of advancing such Moneys, or of the Dates of any such Mortgages or Bonds respectively: Provided always, that nothing herein contained shall extend to prejudice or affect the Rights of any Mortgagee holding any Mortgage or Assignment of the Borough Fund or Borough Rate under "The *Salford* Waterworks and Improvement Act, 1850."

Form of
Transfer.

XI. Any Person entitled to any Mortgage, or to the Payment of any such annual Sum as is herein-before provided, may transfer his Right to and Interest therein respectively to any other Person; and every such Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated, and every such Transfer may be according to the Form in Schedule (C.) to this Act annexed, or to the like Effect.

Mode of re-
gistering
Mortgages
and Trans-
fers.

XII. The Expenses of such Mortgages and Bonds, and the Registration thereof, and of any Transfers thereof respectively, shall be regulated by and be in accordance with the Provisions of "The *Salford* Improvement Act, 1844," with reference to the Mortgages and the Registration thereof, and of Transfers of such Mortgages made under that Act, provided that the Words "Commissioners" and "Clerk to the Commissioners," whenever they are used in such Provisions, shall, when such Provisions are applied to this Act, be read as if the same Words were respectively "the Mayor, Aldermen, and Burgesses of the Borough of *Salford*" and "the Town Clerk of the said Borough."

The Council
to provide a
Sinking
Fund.

XIII. The Council shall every Year appropriate and set apart, out of the Borough Fund and Borough Rate a Sum equal to One Twentieth Part of the Money borrowed under the Authority of the Burial Acts or any of them, or of this Act, as a Sinking Fund for the Liquidation of the Principal Money so borrowed on Mortgage as aforesaid; but if it shall be provided by any future Public and General Act relating to Burial Boards that less than One Twentieth Part of the Money borrowed may be annually set apart as a Sinking Fund, then the Burial Board may, if they see fit, annually set apart a Sum not less than that which shall be authorized by such Act.

XIV. The

The Salford Borough Act, 1857.

XIV. The Sum herein-before directed to be appropriated and set apart as a Sinking Fund for the Liquidation of the Principal Moneys borrowed on Mortgage under the Burial Acts or this Act, or any of them, shall be applied from Time to Time in paying off such Mortgages in the Manner provided by "The *Salford* Improvement Act, 1844," Section One hundred and three: Provided that the Expressions in the said Section "the Commissioners," "the Clerk to the Commissioners," "their Clerks," and "Nine or more of the Commissioners," shall, when the said Section is applied to this Act, be read as if the said Expressions respectively were "the Mayor, Aldermen, and Burgesses of the said Borough of *Salford*," "the Town Clerk of the said Borough," and "the Mayor for the Time being of the said Borough and Two or more Members of the Town Council of the same Borough."

Application
of Sinking
Fund.

XV. The Council shall and may, subject to the Approval of One of Her Majesty's Principal Secretaries of State, fix and settle and receive the Fees and Payments in respect of the Right of Interment in the Burial Ground, and for the Right of constructing any Vault or Place of Burial, and for the Right of erecting and placing any Monument, Gravestone, Tablet, or Monumental Inscription in the Burial Ground, and may from Time to Time, subject to such Approval as aforesaid, revise and alter such Fees, Payments, and Sums, and no other Fees, Payments, or Sums shall be demandable in respect of any such Rights; and a Table showing such Fees, Payments, and Sums, and all other Fees and Payments in respect of Interments in the Burial Ground, shall be printed and published, and shall be affixed and at all Times continued on some conspicuous Part of the Burial Ground.

Regulation
of Fees and
Payments in
respect of
Interments.

XVI. It shall be lawful for the Rectors and Incumbents of the several Parishes and Ecclesiastical Districts now or hereafter wholly or partially within the Borough, if they shall think fit, from Time to Time to agree upon a System of Rotation for the Performance, at the ordinary Hour, by themselves or by their Curates duly licensed, of the Burial Service, according to the Rites of the Established Church of *England* and *Ireland*, over any deceased Person brought for Burial within the consecrated Part of the Burial Ground, over whom the same may lawfully be performed; and for the Purpose of establishing such System of Rotation the Votes of the Majority of such Rectors and Incumbents shall be binding on the Minority: Provided always, that the Determination of such Majority shall be subject to the Approval of the Bishop of the Diocese for the Time being, and Notice in Writing of such Determination so approved of shall be given to the Burial Board.

Providing
for Per-
formance of
Burial Ser-
vice in con-
secrated Part
of the Burial
Ground.

XVII. Such

The Salford Borough Act, 1857.

Rectors and Incumbents to fix the ordinary Hour for Performance of such Burial Service.

XVII. Such Rectors and Incumbents shall from Time to Time fix the ordinary Hour for the Performance of the Burial Service in the Cases lastly herein-before referred to, and shall give Notice in Writing thereof to the Bishop of the Diocese, and also to the Burial Board; and in case the Hour so fixed shall not be approved by the Burial Board, the Question shall be referred to the said Bishop, who, after hearing both Parties, is hereby empowered to fix the Hour at which such Service shall be performed.

Burial Board to receive the Fees and account to the Rectors and Incumbents.

XVIII. The Burial Board shall receive all Fees payable to such Rectors and Incumbents in respect of the Burial Services performed at the ordinary Hour, and shall duly account and pay over to the Rectors and Incumbents respectively entitled thereto the Amounts of Fees to which they shall be so entitled, but no double Fees shall be payable in respect of any such Service.

Council to appoint Chaplains, Registrars, Clerks, and Sextons;

XIX. From Time to Time the Council shall appoint such Chaplains or Ministers as shall be requisite for the due and proper Performance of Burial or Funeral Service in the unconsecrated Part of the Burial Ground, and appoint such Registrars, Clerks for Burials, and Sextons as shall be necessary, and remove such Chaplains, Ministers, Registrars, Clerks for Burials, and Sextons, if they shall so think fit.

their Remuneration;

XX. The Council may pay to the said Chaplains, Ministers, Registrars, Clerks for Burials, and Sextons such yearly or other Salaries, Stipends, or Remunerations as they the said Council shall from Time to Time appoint.

Regulation of Fees and Payments in respect of their Duties.

XXI. The Council may fix and settle, subject to the Approval of One of Her Majesty's Principal Secretaries of State, and receive such Fees in respect of the Duties performed by the said Chaplains or Ministers, Registrars, Clerks for Burials, and Sextons appointed by the said Council, as they shall think fit, and such Fees, when received by the said Council, shall be paid to the Borough Fund.

Council may authorize Chaplains, &c. to receive Fees.

XXII. Provided always, That if the said Council shall think fit, such Chaplains, Registrars, Clerks for Burials, and Sextons, or such of them as the said Council shall determine for that Purpose, shall, in lieu of such Salaries, Stipends, or Remunerations, be entitled to such Fees for the Performance of their several Duties as the Council shall from Time to Time appoint.

Funerals may be performed by others than

XXIII. Upon the Request of the Relatives or other Persons having the Care and Direction of the Funeral, the Council shall permit the Burial or Funeral Service to be performed on the Interment

The Salford Borough Act, 1857.

ment of any Body in the unconsecrated Portion of the Burial Ground by any Minister of Religion, instead of by a Chaplain or Minister appointed by the Council, but in such Case the same Fee shall be paid to the said Council in respect of the Services performed by such Minister of Religion as would have been payable had the said Funeral Service been performed by a Person appointed by the said Council, and the said Council shall not be liable to pay the said Minister of Religion anything for any such Services.

Chaplains, on Request.

XXIV. Not exceeding Four Bodies may be buried in any common Grave, but no Interment shall be made in any Grave (except Vaults) in which there will not be a Depth of Earth after such Interment of at least Four Feet from the Surface of the Ground to the Top of the uppermost Coffin, and a Layer of Earth of at least Twelve Inches in Thickness shall be left between every Coffin and the One above it: Provided always, that no Second or other Interment in any such Grave shall take place at a Period later than Twenty-four Hours after the First Interment.

Provisions as to Burials.

XXV. The Council may agree with any Person for the Sale of any Grave or Vault, either for a limited Period or in perpetuity, and whenever the exclusive Right of Burial in any Grave or Vault shall have been purchased by any Person, such Grave or Vault shall not be re-opened for the Purpose of any fresh Interment without the Permission of the Person having purchased the same, or his Representatives, and without previously giving Notice thereof to the Registrar.

Power for Purchase of Graves or Vaults.

XXVI. And whereas by the Eighth Section of the *Manchester Burial Board Act, 1857*, after reciting that the Townships of *Salford* and *Broughton*, forming Part of the ancient Parish of *Manchester*, are comprised within and form Part of the Municipal Borough of *Salford*, and reciting that the Town Council of such Borough had been constituted the Burial Board of that Borough, and had contracted to purchase a Piece of Land containing Twenty-one and a Half Acres, or thereabouts, for the Purpose of a Burial Ground, on which they had expended a considerable Sum in the Formation and laying out of the Ground and the Erection of Buildings in which the Services connected with the Burial of the Dead could be performed, it was enacted that out of the Parish Burial Fund therein referred to (being the Proceeds of the Sale of *Walker's Croft*, formerly used as a Parish Burial Ground for the Parish of *Manchester*), the Corporation of *Manchester* should within Three Months after the passing of that Act pay to the Burial Board of the Borough of *Salford* such Amount of the said Parish Burial Fund as should bear the same Proportion to the whole of the said Fund as the Amount originally contributed by the said Two Townships to the Purchase of the said Land called *Walker's Croft*

Provision for certain Interests of Parish Clerks and Minor Canons.

The Salford Borough Act, 1857.

bore to the whole of such Purchase Money, and the Receipt of the Treasurer for the Time being of the said Borough of *Salford* should be a sufficient and complete Discharge for the Moneys to be so paid, and in case any Question should arise as to the Amount so to be paid, the same should be determined by the Chairman for the Time being of the Quarter Sessions for the Hundred of *Salford*, holden at the *New Bailey* Court House in *Salford* aforesaid: Be it enacted, That from and after such Payment there shall be paid by the Burial Board of *Salford*, and their Successors, to the Parish Clerks of the Parish of *Manchester*, and to the Minor Canons of the Cathedral and Parish Church of *Manchester*, and their respective Successors, for and during the Life of *Humphrey Nicholls* of *Manchester* Gentleman, the annual Sums following; that is to say, to those Parish Clerks the annual Sum of Forty Pounds, and to those Minor Canons the annual Sum of Eight Pounds, such Sums to be paid by equal half-yearly Payments, the First half-yearly Payments to be made at the End of Six Calendar Months after the aforesaid Payment to the Burial Board of the Borough of *Salford* shall have been made, and in the event of the said *Humphrey Nicholls* dying at any Time between any of the said half-yearly Days of Payment, a proportionate Part of the said annual Sums up to the Day of the Death of the said *Humphrey Nicholls*, and such annual Sums shall be in full Satisfaction of the Interest of those Parish Clerks and Minor Canons in the Moneys so paid to the Burial Board of the Borough of *Salford*, and also in lieu and in full Satisfaction of all their Rights in respect to any Burial Ground provided or to be provided by the Burial Board of the Borough of *Salford*.

Power to
make Bye-
laws.

XXVII. It shall be lawful for the Council from Time to Time to make such Byelaws as they shall think fit for Burial Purposes, and for the Regulation, Management, and Control of and preserving good Order in the Burial Ground, and from Time to Time to repeal, alter, or amend any such Byelaws; provided such Byelaws be not repugnant to any Law of that Part of the United Kingdom called *England*, or to anything in this Act contained, and be reduced into Writing, and have affixed thereto the Common Seal of the Corporation.

Byelaws
may be en-
forced by
Imposition
of Penalties.

XXVIII. The Council, by the Byelaws so to be made by them, may impose such reasonable Penalties as they think fit, not exceeding Forty Shillings for each Breach of such Byelaws: Provided always, that such Byelaws be so framed as to allow the Justices before whom any Penalty imposed thereby is sought to be recovered to order the whole or Part only of such Penalty to be paid, or to remit the whole Penalty.

Byelaws to
be confirmed.

XXIX. No Byelaw made by the Council under the Authority of this Act, except such as relate solely to the Council or their Officers
or

The Salford Borough Act, 1857.

or Servants, shall come into operation until the same be confirmed in the Mode provided by the said Act of the Session of Parliament holden in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Seventy-six, Section Ninety.

XXX. Such Byelaws when confirmed shall be printed, and the Town Clerk shall keep a printed Copy thereof at the Town Hall of the said Borough, and all Persons may at all reasonable Times inspect such Copy without Charge; and the Council shall cause to be delivered a printed Copy thereof, signed by the Town Clerk, to every Person applying for the same on Payment by him of Sixpence for every Hundred Words of such Copy; and a Copy thereof shall be painted or placed on Boards, which shall be hung up in some conspicuous Part of every Burial Ground to which the same Byelaws relate; and such Board, with the Byelaws thereon, shall be from Time to Time renewed as Occasion requires, and shall be open to Inspection without Fee or Reward.

Publication
of Byelaws.

XXXI. The Production of a printed Copy of the Byelaws, signed by the Town Clerk; shall be Evidence of the Existence and of the due making of such Byelaws in all Prosecutions or Proceedings under the same, without adducing Proof of the Signature of such Town Clerk; and with respect to the Proof of the Publication thereof, it shall be sufficient to prove that a Board containing a Copy thereof was affixed and continued in the Manner by this Act directed, and in case of its being afterwards displaced or damaged, that such Board was replaced or restored as soon as conveniently might be.

Evidence of
Byelaws.

XXXII. Any Person who destroys, pulls down, injures, or defaces any Board in any Burial Ground provided or to be provided by the Council, on which any Byelaw of the Council is painted or placed, shall for every such Offence be liable to a Penalty not exceeding Five Pounds.

Penalty on
pulling down
Boards.

XXXIII. It shall be lawful for the Corporation to agree with the Persons entitled to the Reversions expectant upon the Determination of the said Leases of the Lands described in the Schedule (D.) to this Act annexed for the Surrender of the said Terms of Years to the Persons so entitled, and the Corporation and such Persons, and all other Persons whose Concurrence may be necessary in that Behalf, may make and execute all such Deeds and Assurances in the Law as may be deemed requisite for surrendering the said Terms of Years respectively.

Power to
surrender
Leases of
Lands in
Sched. (D).

XXXIV. It shall be lawful for the Corporation to agree for and to acquire a longer Term or longer Terms of Years in the said Lands

Power to
purchase
and take
or

The Salford Borough Act, 1857.

Lands in Fee,
or for long
Terms of
Years.

or any Part thereof, or the Fee Simple in the said Lands or any Part thereof, in lieu of the said Terms of Years authorized to be surrendered; and in case the Corporation shall acquire the Fee Simple of the said Lands, the Consideration for the same may be a perpetual yearly Fee-farm Rent or Chief Rent, or Fee-farm Rents or Chief Rents, or in case of the said Lands being taken for any Term or Terms of Years, the Consideration for the same may be a yearly Rent or Rents to be paid during the Continuance of the said Term or Terms of Years; and the Corporation may accept all such Conveyances and Assurances in the Law as may be deemed advisable for assuring the said Lands or any Part thereof to them, and any Deed, Conveyance, or other Assurance for conveying to the said Corporation the said Lands or any Part thereof shall be effectual for sufficiently vesting in the said Corporation the Land therein expressed to be assured to the said Corporation for the Estate therein expressed to be conveyed; and the Borough Rate of the said Borough may be charged with the Payment of such Fee-farm or other Rents which may become due in respect of such Lands, and the said Rents may be paid out of the Borough Rate accordingly.

Power to
grant im-
proving
Leases.

XXXV. It shall be lawful for the Corporation, at any Time or from Time to Time during the Continuance of any their Estate for the Time being in the same Lands or any Part thereof, to demise or lease all or any Part of the said Lands to any Person or Persons who shall improve the same, or shall agree or shall have agreed to improve the same, by erecting or building thereon any new Building, or to rebuild or substantially repair any Building which then or thereafter shall be standing or being in or upon the said Lands or any Part thereof, or to expend such Sums of Money in the substantial Improvements thereof respectively as the said Corporation shall think expedient, for any Term not exceeding that of which they shall stand possessed (except the last Day thereof), to take effect in possession and not in reversion or by any way of future Interest, so that in every such Demise or Lease there shall be reserved the best or most improved yearly Rent or Rents, without taking any Fine, Premium, or Foregift to be incident to the immediate Reversion which under the Circumstances can be obtained for the same, but with full Power and Authority for the said Corporation to reserve such Peppercorn or nominal or other Rent or Rents during the First Year or so many of the First Years of the Term for which such Lease shall be granted as shall be requisite to complete the Buildings or Improvements agreed to be erected or made on the Premises thereby demised as is usual and reasonable in such Cases, and with full Power and Authority also to grant Liberty and Licence to the Person or Persons aforesaid to pull down and demolish any Building which shall be standing on the Land or Ground so to be leased, or any Part or Parts thereof, and which
it

The Salford Borough Act, 1857.

it shall be thought expedient to pull down and demolish with a view to the Improvement or Improvements agreed to be made in or upon the same Land or Ground, and to convert the Materials of any such Building so pulled down or demolished to such Uses or Purposes as shall be thought most advantageous, and also with full Power and Authority to set out and appropriate any Part or Parts of the Land or Ground to be so leased as for a Lawn, Yard, Court, Garden, Area, or other Convenience or Conveniences to any such Building to be erected, built, repaired, or improved as aforesaid, in such Manner as shall be specified in any such Demise or Lease, and also to set out and appropriate any Part or Parts of the Land or Ground hereby authorized to be demised or leased as aforesaid as or for a Square, Street, Road, Avenue, Passage, Sewer, Watercourse, or other Accommodation or Convenience which shall be necessary or proper for the Use of the Lessee or Lessees or other Tenants or Occupiers of any Buildings erected or to be erected as aforesaid, or which shall be expedient for facilitating or promoting the Improvements of the said Lands or Grounds or any Part or Parts thereof by building; and also with full Power to enter into any prior Agreement with any Person or Persons for erecting, rebuilding, or repairing several Buildings upon a larger Plot of Land or Ground to be afterwards leased out in Parcels at different Rents, and to fix the Rent upon some of the Parcels exclusively of the others, so that the best Rents shall be reserved on the whole in the Manner aforesaid, and with full Power to agree that the Rent to be reserved on the whole may be appropriated to a Part or apportioned between Parts of the said larger Plot so to be leased out in Parcels as aforesaid: Provided nevertheless, that no Building, Repairing, or Improving Lease to be granted under the Powers lastly herein-before contained shall be valid unless the same shall contain a Covenant on the Part of the Lessee for the Payment of the Rent or Rents (except any Peppercorn or other nominal Rent or Rents) to be thereby reserved, and for completing and keeping in repair the Buildings and Premises agreed to be built or repaired thereon, and to yield up the same in good Repair at the Expiration of the Lease, and also Power to the Lessors and their Agents to enter and view the State and Condition of the demised Premises, and all such other Covenants and Agreements as are usually inserted in Building, Repairing, and Improving Leases in the Neighbourhood, and as shall be adapted to the Circumstances of the Case, and also a Proviso or Condition for Re-entry on Nonpayment of the Rent or Rents (except as aforesaid) for the Space of Thirty Days after the same shall become due, or on Nonperformance of the Covenants or Agreements therein contained on the Part of the Lessee or Lessees, who shall also execute a Counterpart of the Lease to be granted to him or them: Provided also, that notwithstanding any Matter or Thing herein-before contained, any Lease which shall be

[*Local.*]

21 U

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The Salford Borough Act, 1857.

made in pursuance of any Agreement to be entered into as aforesaid for the granting of more than One Lease shall, if the Terms of the Power herein-before contained shall appear on the Face of such Lease to have been complied with, be considered good and valid in itself, without reference to any other Lease or Leases to be granted under the same Agreement, to the Intent that the Lessee or Lessees in every such Lease, his or their Executors, Administrators, or Assigns, shall not be under the Necessity of seeing or proving that the said Lease or Leases granted or to be granted are according to the Terms of such Agreement and of the Power herein-before contained.

Power to
sell in Fee,
subject to
perpetual
Fee-farm
Rent for
building
Purposes.

XXXVI. It shall be lawful for the Corporation, in case they shall have become seised in Fee Simple of the said Lands, to sell absolutely, in consideration of a perpetual yearly Fee-farm Rent or Chief Rent to be reserved thereout or charged thereon, all or any Part or Parts of the said Lands to any Person or Persons who shall improve the same, or shall agree or have agreed to improve the same, by erecting or building any new Building, or to rebuild or substantially repair any of the Buildings which then or thereafter shall be standing or being in or upon the same Lands or any Part thereof, or to expend such Sums of Money in the substantial Improvements thereof respectively as shall be thought expedient, so that every such Fee-farm Rent or Chief Rent to be reserved as aforesaid shall be the best or most improved yearly Rent or Rents, without taking any Fine, Premium, or Foregift which under the Circumstances can be obtained for the same, but with full Power and Authority for the said Corporation to reserve such Peppercorn or nominal or other Rent or Rents during the First Year, or so many of the First Years after such Sale, or the Agreement for the same, as shall be requisite to complete the Buildings or Improvements agreed to be erected or made on the Premises so sold as is usual and reasonable in such Cases, and with full Power and Authority to grant all such the like Liberties and Licences with respect to the pulling down and demolishing of Buildings and the laying out the Lands agreed to be sold as are herein-before contained with respect to the granting of Building Leases for Years; and also with full Power to enter into any prior Agreement with any Person or Persons for erecting, rebuilding, or repairing several Houses or other Buildings upon a larger Plot of Land or Ground to be afterwards sold on Fee-farm or Chief Rent in Parcels at different Rents, and to fix the Rent upon some of the Parcels exclusive of others, so that the best Rents shall be reserved on the whole in manner aforesaid, and with full Power to agree that the Rent to be reserved on the whole may be appropriated to a Part or apportioned between Parts of the said larger Plots so to be sold in Parcels as aforesaid: Provided nevertheless, that no Sale to be made under the Powers lastly herein-before contained shall be valid unless the Deed of Conveyance shall
contain

The Salford Borough Act, 1857.

contain proper Covenants on the Part of the Purchaser for the Payment of Rent or Rents (except any Peppercorn or other nominal Rent or Rents) to be thereby reserved, and for completing and keeping in repair the Buildings and Premises agreed to be built or repaired thereon, and also Power to the Vendors or Grantor of the Fee-farm Rent or Chief Rent to enter and view the State and Condition of the Premises, and all such other Covenants and Agreements as are usually inserted in the Deeds by which Lands in the Neighbourhood are sold for Fee-farm Rents or Chief Rents, and as shall be adapted to the Circumstances of the Case, and also good and effectual Powers of Distress and Entry on Nonpayment of the Rent or Rents (except as aforesaid) for the Space of Thirty Days after the same shall become due, or on Nonperformance of the Covenants or Agreements therein contained on the Part of the Purchaser, and also a Proviso for Re-entry in default of the Purchaser failing for the Period within which he ought to make or complete the Buildings or Improvements to make and complete the same, and unless the Purchaser shall execute a Duplicate or Counterpart of the Deed by which the Premises shall be conveyed to him on the Fee-farm Rent or Chief Rent reserved: Provided also, that notwithstanding any Matter or Thing herein-before contained, any Deed of Conveyance which shall be made in pursuance of any Agreement so to be entered into as aforesaid for the Sale of more than One Piece of Land or Hereditaments shall, if the Terms of the Power herein-before contained shall appear on the Face of such Deed to have been complied with, be considered as good and valid in itself, without reference to any other Deed or Deeds to be executed under the same Agreement, to the Intent that the Purchaser or Purchasers claiming under every such Deed, his or their Heirs or Assigns, shall not be under the Necessity of seeing or proving that the Deed or Deeds executed or to be executed under the same Agreement is or are executed according to the Terms of such Agreement and of the Power herein-before contained on that Behalf.

XXXVII. The yearly Rent reserved by any such Lease or by any such Conveyance in Fee as aforesaid shall be sold by the Corporation within Ten Years after the Execution of the Lease or Conveyance whereby such Rent shall be reserved, and in case the same shall not be so sold, such Rent shall become forfeited to the Crown.

Corporation to sell reserved Rents within Ten Years.

XXXVIII. The Corporation may enter into Agreements for Leases or Sales pursuant to this Act.

Corporation may enter into Agreements.

XXXIX. All Moneys which shall be received by the Corporation as and for Rent or otherwise in respect of the said Lands shall be paid to the Borough Fund.

Application of Rents.

XL. The

The Salford Borough Act, 1857.

Saving
Rights of
Thomas
Goadsby.

XL. The Powers by this Act granted with respect to the Lands in Schedule (D.) to this Act shall not prejudice or affect the Rights and Interests of *Thomas Goadsby*, claiming as Lessee from the said *William Jenkinson* of certain Lands in *Marlborough Square* adjacent to the First Plot of Land described in the said Schedule.

Expenses of
Act.

XLI. The Expenses of obtaining this Act and preliminary and incidental thereto, and the Expenses of carrying the same into execution, shall be chargeable upon and paid out of the Borough Fund and Borough Rate of the said Borough, or partly out of such Fund and partly out of such Rate, in like Manner as if the same were Expenses incurred in carrying into effect the Provisions of the said Act of the Session of Parliament holden in the Fifth and Sixth Years of the Reign of King *William* the Fourth, Chapter Seventy-six.

The Salford Borough Act, 1857.

The SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Form of Mortgage.

By virtue of [*here insert the Short Title of the Act*], we, the Mayor, Aldermen, and Burgesses of the Borough of Salford, in the County Palatine of Lancaster, in consideration of the Sum of £
 paid by *A.B.* of _____ for Burial Purposes, do
 grant and assign unto the said *A.B.*, his Executors, Administrators, and Assigns, such Portion of the Borough Fund and of the Borough Rate of the said Borough as the Sum of £ _____ doth or shall
 bear to the whole Sum which is or shall be borrowed upon the Credit of the said Fund and Rates under the Authority of the said Act; to hold to the said *A.B.*, his Executors, Administrators, and Assigns, from this Day, until the said Sum of £ _____, with Interest at _____ per Cent. per Annum, shall be fully paid and satisfied, the Principal Sum to be paid at the End of _____ Years from the Date hereof [*in case any Period be agreed upon for that Purpose*]. In witness whereof we have hereunto set the Common Seal of the said Borough, this _____ Day of _____ 18 _____.

SCHEDULE (B.)

Form of Bond for securing Payment of Annuities.

Know all Men by these Presents, That the Mayor, Aldermen, and Burgesses of the Borough of Salford in the County Palatine of Lancaster are bound unto _____, his or her Executors, Administrators, or Assigns, in the penal Sum of £ _____ :

Whereas the said _____ has agreed with the said Mayor, Aldermen, and Burgesses for the Purchase of the Annuity herein-after mentioned in consideration of the Sum of £ _____, and the said _____ having accordingly paid to the said Mayor, Aldermen, and Burgesses the said Sum of £ _____ :

The Condition of this Obligation is, that if the said Mayor, Aldermen, and Burgesses shall pay unto the said _____,

[*Local.*]

21 X

his

The Salford Borough Act, 1857.

his or her Executors, Administrators, or Assigns, the Sum of £ _____ on every the _____ Day of _____, and the _____ Day of _____ in every Year, during the Life of the said _____, or until and inclusive of the _____ Day of _____, in the Year 18 ____ [according as the Annuity may be granted either for Life or Years], the above-written Obligation shall be void, or else remain in full Force.

SCHEDULE (C.)

Form of Transfer of Mortgage or Annuity.

I A.B. of _____, in consideration of the Sum of £ _____ paid to me by C.D., do hereby transfer to the said _____, his Executors, Administrators, and Assigns, a certain Mortgage [or, in case of Annuity, a certain Bond], Number _____, made by the Mayor, Aldermen, and Burgesses of the Borough of Salford in the County Palatine of Lancaster to bearing Date the _____ Day of _____, for securing the Sum of £ _____ and Interest [or, in case of Annuity, for securing the annual Payment of £ _____]; and all Right, Estate, and Interest in and to the Money thereby secured, *and in and to the Borough Fund and Borough Rate thereby assigned or conveyed [omit from * in case of Transfer of Annuity]. In witness whereof I have hereunto set my Hand and Seal, this _____ Day of _____ 18 ____.

SCHEDULE (D.)

ALL that Plot, Piece, or Parcel of Land or Ground situate in Salford aforesaid, and called for the sake of Distinction Plot 1, containing Five thousand two hundred and sixteen and a Half Superficial Square Yards of Land or Ground or thereabouts, more or less, and bounded on the Easterly Side thereof by the Peel Park, on the Northerly End thereof by another Plot of Land in Lease to the Mayor, Aldermen, and Burgesses of the Borough of Salford, herein-after called Plot 2, on the Westerly Side thereof by Land demised by the Earl of Derby unto William Garnett, and now belonging partly to the Mortgagees of William Jenkinson and partly to Thomas Goadsby, and on the Southerly End thereof by the High Road or Turnpike Road leading from Pendleton to Manchester, and which said Plot, Piece, or Parcel of Land or Ground was described in the said Lease whereby the same was demised to _____ to

The Salford Borough Act, 1857.

to the said William Garnett in the following Terms; that is to say, all that Plot, Piece, or Parcel of Land or Ground of him the said Earl situate, lying, or being in Salford aforesaid, as the same was then meered, marked, staked, or set out, containing Five thousand two hundred and sixteen and a Half Superficial Square Yards of Land or Ground or thereabouts, were the same more or less, being Part of the Land laid down and delineated in the Map or Plan thereunto annexed, and coloured Green, and distinguished by the Word and Figure "Plot 2" being written thereon, and bounded on the Easterly Side thereof by One of the other Plots of Land also delineated in the said Map or Plan, and marked "Plot 1," demised by the said Earl to the said William Garnett, on the Northerly End thereof by another of the Plots of Land also delineated in the said Map or Plan, and marked Plot 4, demised by the said Earl unto the said William Garnett, on the Westerly Side thereof by another of the Plots of Land also delineated in the said Map or Plan, and marked Plot 3, demised by the said Earl unto the said William Garnett, and on the Southerly End thereof by the High Road or Turnpike Road leading from Pendleton to Manchester.

All that Piece or Parcel of Land situate in Salford aforesaid, and called for the sake of Distinction Plot 2, containing Seven thousand five hundred and thirty-nine Superficial Square Yards or thereabouts, and bounded on the Easterly Side thereof by the said Peel Park, on the Northerly Side thereof partly by the said Peel Park and partly by Land belonging to John Fitzgerald, Esq., extending to the Lane leading from Windsor Bridge to Walness, on the Westerly Side thereof in Part by the said Lane, and in other Part by Land belonging to Robert Chadwick, Esq., and now in the Occupation of John Gibb, Esq., and on the Southerly Side thereof partly by Plot 1 aforesaid, and partly by the said Land herein-before described as belonging to the Mortgagees of the said William Jenkinson, and which said Plot, Piece, or Parcel of Land was described in the said Lease whereby the same was demised to the said William Garnett in the following Terms; that is to say, all that Piece or Parcel of Land or Ground of him the said Earl situate, lying, and being in Salford aforesaid, as the same was then meered, marked, staked, or set out, containing Seven thousand five hundred and thirty-nine Superficial Square Yards of Land or Ground or thereabouts, were the same more or less, being Part and Parcel of the Land laid down and delineated in the Map or Plan thereunto annexed, and coloured Pink and distinguished by the Word and Figure Plot 4 being written thereon, which said Plot of Land thereby demised was therein described as bounded on the Easterly Side thereof by One of the other Plots of Land also delineated in the said Map or Plan, and marked Plot 1, demised by the said Earl unto the said William Garnett, on the Northerly Side thereof by the said Plot of Land marked Plot 1, where the same is a narrow Slip, on the South Side of
the

The Salford Borough Act, 1857.

the Land then of John Fitzgerald, Esquire, extending to the Lane leading from Windsor Bridge to Walness, on the Westerly Side thereof in Part by the said Lane, and in other Part by other Land of the said Earl, then in Lease to the Representatives of the late John Sherratt, and on the Southerly Side thereof by the Three other Plots of Land delineated in the said Map or Plan marked Plot 1, Plot 2, and Plot 3.

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