



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 14.

An Act for the better Division and Management of certain Estates in the County of *Lancaster*, the Property of *Abraham* and (the late) *Alfred Darby*, Esquires. [24th July 1854.]

WHEREAS *Abraham Darby* of *Stoke Court* in the County of *Buckingham*, Esquire, and *Alfred Darby* late of *Stanley Hall* in the County of *Salop*, Esquire, deceased, (who were Brothers,) in or about the Year One thousand eight hundred and forty-six agreed together to make Purchases of Land in the Neighbourhood of *Liverpool*, with a view to the Appropriation of such Land to Building Purposes, and the Re-sale thereof, each Party contributing to and being interested in such Purchases in equal Moieties: And whereas there were effected by the said *Abraham Darby* and *Alfred Darby*, under the said Arrangement, the several Purchases following; (that is to say,) first, that of certain Freehold Farms, Closes of Land, and Hereditaments situate at *Aigburth* and *Garston* in the County of *Lancaster*, containing altogether about One hundred and fifty-four Acres Statute Measure, herein-after referred to as *Hope's Estate*, and which Estate was purchased at a Price of Seventy-five thousand Pounds; second, that of a certain Freehold Messuage and Farm called *Seddon Farm*, also situate at *Garston*
[Private.] 4 m aforesaid,

The Darby Estate Act, 1854.

aforesaid, abutting Northward upon *Hope's Estate*, containing about Seventy-one Acres Statute Measure, herein-after referred to as *Seddon Farm Estate*, and which Estate was purchased at a Price of Thirty-four thousand four hundred Pounds; third, that of certain Freehold Plots of Land also situate at *Aigburth* aforesaid, abutting in part upon the *Seddon Farm Estate*, and situate on the South or South-east Side of a new Road running from the Turnpike Road leading from *Liverpool* to *Garston* to the Road leading from *Mosley Hill* to *Garston*, and containing together about Eleven Acres Statute Measure, herein-after referred to as the *Aigburth Hall Estate*, and which Estate was purchased at a Price of Five thousand five hundred and seventy-eight Pounds; fourth, that of certain Freehold Plots of Land also situate at *Aigburth* aforesaid, in the Neighbourhood of the *Aigburth Hall Estate*, but at some little Distance from the same, and situate as to Four of such Plots on the North-west Side of a new Road running from the Turnpike Road leading from *Liverpool* to *Garston* to the Shore of the River *Mersey*, and as to the remaining Two of such Plots on the South-east Side of the same new Road, and containing together about Twenty-three Acres Statute Measure, herein-after referred to as the *Riversdale Estate*, and which Estate was purchased at a Price of Eighteen thousand nine hundred and forty-six Pounds; and, fifth, that of certain Copyhold Closes, situate at *West Derby* in the County of *Lancaster*, on the North-west Side of a Road leading from *Tue Brook* to *Club Moor*, and containing together about Thirteen Acres of Statute Measure, Parcel of the Manor of *West Derby*, and herein-after referred to as the *Tue Brook Estate*, and which Estate was purchased at a Price of Five thousand Pounds: And whereas the said *Abraham* and *Alfred Darby* entered into Possession, under their said Purchases, of the Estates the Subject thereof: And whereas the whole of the Purchase Monies of the *Aigburth Hall*, *Riversdale*, and *Tue Brook* Estates was paid by the said *Abraham* and *Alfred Darby*, in the Lifetime of the said *Alfred Darby*, and in such Lifetime a large Part of the Purchase Monies payable in respect of the said Purchases of *Hope's* and the *Seddon Farm* Estates was also paid by them, but not the whole thereof: And whereas in the Lifetime of the said *Alfred Darby* Conveyances were made to the said *Abraham* and *Alfred Darby* of the *Aigburth Hall*, *Riversdale*, and *Tue Brook* Estates, and though, owing to the whole of the Purchase Monies for such Estates not having then been paid, no Conveyance was made to them, in the Lifetime of the said *Alfred Darby*, of *Hope's* and the *Seddon Farm* Estates, the Purchases thereof were effected under written Contracts, which were, as is alleged, obligatory upon all Parties thereto: And whereas the Conveyance of the *Aigburth Hall Estate* was effected by an Indenture, dated the Twenty-seventh Day of *March* One thousand eight hundred and forty-seven, and made between *Benjamin Hopkinson* and *Jonas Hopkinson*

The Darby Estate Act, 1854.

Hopkinson of the First Part, *Joseph Robinson*, *Augustus Radcliffe*, *William Henry Darby*, *William Fisher Sim*, and *Halsall Segar* the younger, of the Second Part, the said *Abraham Darby* and *Alfred Darby* of the Third Part, and *John Nickson Gaskell Thompson* of the Fourth Part; and the Conveyance of the *Riversdale* Estate was effected by an Indenture, dated the Sixteenth Day of *December* One thousand eight hundred and fifty, and made between the said *Benjamin Hopkinson* and *Jonas Hopkinson* of the First Part, the said *Joseph Robinson*, *Augustus Radcliffe*, *William Henry Darby*, *William Fisher Sim*, and *Halsall Segar* the younger, of the Second Part, the said *Abraham Darby* and *Alfred Darby* of the Third Part, and *William Pritt* of the Fourth Part; under which former Indenture the *Aigburth Hall* Estate, and under which latter Indenture the *Riversdale* Estate, was conveyed, as to One Moiety thereof, to such Uses as the said *Abraham Darby* should appoint, and, subject thereto, to the Use of the said *Abraham Darby* for his Life, with Remainder to the Use of a Trustee during the Life of and in trust for the said *Abraham Darby*, with Remainder to the Use of the said *Abraham Darby*, his Heirs and Assigns, and as to the other Moiety thereof to such Uses as the said *Alfred Darby* should appoint, with Remainder to the Use of the said *Alfred Darby* for his Life, with Remainder to the Use of a Trustee during the Life of and in trust for the said *Alfred Darby*, with Remainders to the Use of the said *Alfred Darby*, his Heirs and Assigns: And whereas the Conveyance of the *Tue Brook* Estate was effected by a Surrender dated the Seventeenth Day of *October* One thousand eight hundred and fifty-one, according to the Custom of the said Manor of *West Derby*, by which Surrender the same Estate was surrendered to the Use of the said *Abraham* and *Alfred Darby*, their Heirs and Assigns, as Joint Tenants, and they were admitted accordingly: And whereas in the Course of the Management by the said *Abraham* and *Alfred Darby*, in the Lifetime of the said *Alfred Darby*, of the *Hope's*, *Seddon Farm*, *Aigburth Hall*, and *Riversdale* Estates, subsequently to the said Purchases respectively, there took place the several Dealings herein-after mentioned; (that is to say,) as respects *Hope's* Estate, a Cottage was in One thousand eight hundred and forty-nine erected on a Portion thereof, for the Occupation of a Bailiff employed by the said *Abraham* and *Alfred Darby* on the Estate; under an Agreement between the *Garston and Widness* Railway Company and the *Garston Dock* Company and the said *Abraham* and *Alfred Darby*, which Agreement was founded on a Proposal in Writing in that Behalf of the said Companies, dated the Twenty-fifth Day of *July* One thousand eight hundred and fifty-one, a new Road, now called *Saint Mary's Road*, with appropriate Sewerage, adapted to the Use of Dwelling Houses intended to be built on either Side of such Road, was cut through the Estate from the Southern End of a certain Lane called *Bittock's Lane* (One of the Boundaries of the Estate),

The Darby Estate Act, 1854.

Estate), passing in a direct Line through and intersecting such Estate, and now forming Part of the main public Road from *Garston* to *Liverpool*, which Road has now become a public High Road; under the same Agreement the said Lane called *Bittock's Lane* was widened in part by an Appropriation for that Purpose of the requisite Quantity of Land belonging to such Estate, and as to the Remainder by a similar Appropriation of Land belonging to the Companies; all such Works were executed by the said Companies and at their Expense, and at a Cost, as it is supposed, of several Thousand Pounds; it was by the said Agreement or Proposal stipulated that the said *Abraham* and *Alfred Darby* and the Companies should guarantee to each other joint Possession of the Roads, and throw the same open to the Public, on Terms thereafter to be agreed on between the said *Abraham* and *Alfred Darby* and the Companies; a small triangular Piece of Land, situate at the Extremity of the said Road cut through the said Estate, was, in or about the Year One thousand eight hundred and fifty, given up by the said *Abraham* and *Alfred Darby* for the Purposes of a Church, called *Saint Mary's Grassendale*, then about to be erected on other adjoining Land, the Property of other Parties, and which Church has since been built; as respects the *Aigburth Hall* and *Seddon Farm* Estates, shortly after the Purchase thereof Brick-making was commenced on the *Seddon Farm* Estate, with a view to the Works subsequently mentioned; by way of better Adaptation of both these Estates as a Building Site, there were constructed, by the said *Abraham* and *Alfred Darby*, through the same, Two Roads, One called *Matilda Grove* and the other *Matilda Road*, with Sewers running along the Length of such Roads respectively, the Object being to divide these Estates into Sections of appropriate Depths for building First-class Villas; *Matilda Grove* was cut through a Portion of the *Seddon Farm* Estate, and forms a Communication between the Turnpike Road leading from *Liverpool* to *Garston*, which divides *Seddon Farm* from *Hope's* Estate; *Matilda Road* was cut through the *Seddon Farm* and *Aigburth Hall* Estates, for the Purpose of making a direct Main Road through such Estates, and connecting them with the existing Road leading to *Liverpool* and *Garston*; these Roads and Sewers were constructed at a considerable Cost; there were erected by the said *Abraham* and *Alfred Darby*, on each Side of *Matilda Grove* (being within the *Seddon Farm* Estate), Four Villa Residences, with appropriate Offices thereto, that is to say, Eight Residences altogether; there were also erected by them, on the last-mentioned Estate and at the Corner thereof abutting Southward on *Matilda Road* at the Point at which that Road runs into the *Garston Road*, Four other Villa Residences, which were, in the Lifetime of the said *Alfred Darby*, agreed for a valuable Consideration to be given up to *John Blake* of *Liverpool* aforesaid, Estate Agent, but which Agreement was not completed by Conveyance in the Lifetime of the said

Alfred

The Darby Estate Act, 1854.

Alfred Darby; the larger Portion of the upper Part of the *Aigburth Hall Estate*, lying Northward of *Matilda Road*, was, as it is alleged, agreed to be sold off by the said *Abraham Darby* and *Alfred Darby* to *Thomas Lawrence* of *Hampton* in the County of *Salop*, but by way of Two separate and successive Purchases, as to Twenty thousand four hundred and forty Square Yards thereof, at a Sum of Three thousand and sixty-six Pounds, and as to the Residue thereof, being a Slip constituting a Frontage to the same towards *Matilda Road*, and consisting of Six thousand six hundred and thirty-one Square Yards, at a Sum of Nine hundred and ninety-four Pounds, Eleven Shillings; it is alleged that the former Purchase was under a written Contract, dated the Thirty-first Day of *December* One thousand eight hundred and forty-seven, and the latter under a subsequent parol Contract, and the said *Thomas Lawrence* was let into Possession under such Contracts, and he has ever since been in such Possession, but such Contracts remain otherwise unexecuted; and from the Circumstance of the Devolution, on the Death of the said *Alfred Darby*, of the legal Estate in One Moiety of the Premises the Subject of Purchase on the Infant Heir herein-after mentioned of the said *Alfred Darby*, no present Conveyance can be made to the said *Thomas Lawrence* save under the Authority of the Court of Chancery or the Powers hereby conferred; as respects the *Riversdale Estate*, there were erected by the said *Abraham* and *Alfred Darby*, on a Portion of the same, Six Villa Residences with appropriate Offices: And whereas the Portions not comprised in or affected by the Dealings aforesaid of *Hope's*, the *Seddon Farm*, *Aigburth Hall*, and *Riversdale Estates*, as well as the whole of the *Tue Brook Estate*, remain, as respects the Sites thereof, in the same or nearly the same Condition as the same were in at the Date of the said Purchases respectively, and are for the most Part in the Occupation of yearly Tenants: And whereas the whole of the Expenditure incurred in the Matters aforesaid (other than that of the Works executed by the said Railway and Dock Companies) was provided out of Funds contributed by the said *Abraham* and *Alfred Darby* in equal Moieties: And whereas the said *Alfred Darby*, on or about the Tenth Day of *May* One thousand eight hundred and forty-eight, intermarried with *Rebecca Christy*: And whereas the said *Alfred Darby* died on the Fourteenth Day of *April* One thousand eight hundred and fifty-two, leaving the said *Abraham Darby* surviving him: And whereas the said *Alfred Darby* died intestate, leaving *Rebecca Darby* his Widow, and Three Children, *videlicet*, a Son, *Alfred Edmund William Darby*, and Two Daughters, *Alice Mary Darby* and *Alfreda Lucy Darby Darby*, who are all Infants of tender Ages, and are the Issue of the Marriage of the said *Alfred Darby* with the said *Rebecca Darby*, and the said *Alfred Darby* had no other Issue, and the said *Alfred Edmund William Darby* is the Heir-at-Law of the said *Alfred Darby*, and his Heir, according to the

[Private.]

The Darby Estate Act, 1854.

Custom of the said Manor of *West Derby*; and the said Widow and Children of the said *Alfred Darby* are the Persons beneficially entitled to his residuary Personal Estate: And whereas on the Second Day of *July* One thousand eight hundred and fifty-two the said *Rebecca Darby* obtained Administration to the Estate and Effects of the said *Alfred Darby* from the Prerogative Court of the Archbishop of *Canterbury*: And whereas, according to the Arrangements under which the said Purchases were effected, but subject, as respects the Purchases of *Hope's* and the *Seddon Farm* Estates, which were incomplete at the Death of the said *Alfred Darby*, to the Payment in equal Moieties by the said *Abraham Darby*, and out of the Estate of the said *Alfred Darby*, of the Purchase Monies remaining to be paid in respect thereof, the said *Abraham Darby* and *Alfred Darby* were, at the Time of the Death of the said *Alfred Darby*, equally interested in all the said Estates, the Subject of the said Purchases: And whereas, upon the Death of the said *Alfred Darby*, Questions arose whether his Share and Interest in the said Estates was in Equity, as between his Representatives, to be treated as Real Estates of Inheritance, and accordingly as devolving on the said Son of the said *Alfred Darby* as his Heir-at-Law and Customary Heir, subject to the Right of his said Widow to Dower or Freebench thereout, or as Personal Estate, and accordingly as distributable among his said Widow and Children under the Statutes of Distribution: And whereas the Personal Estate of the said *Alfred Darby* being sufficient in a due Course of Administration for the Payment of the Moiety to be contributed by him to the Portion left unpaid at his Death of the said Purchase Monies of *Hope's* and the *Seddon Farm* Estates, and the Interest thereof, and the Completion of such Purchases being required by the Vendors and being advantageous to all Parties, such unpaid Portion and Interest was, previously to the Institution of the Suit herein-after referred to, paid by the said *Abraham Darby* and the said Administratrix of the said *Alfred Darby*, in the respective Proportions of their Liabilities thereto, and *Hope's* and the *Seddon Farm* Estates (with the Exception, as respects *Hope's* Estate, of the Part given up for the said Church, and as respects the *Seddon Farm* Estate, of the Part given up to the said *John Blake*, and subject, as respects the *Seddon Farm* Estate, to a Right of Way over *Matilda Road* aforesaid reserved to the said *John Blake*, his Heirs, Appointees, and Assigns, and the Tenants and Occupiers of the said Four Messuages there, and subject, as respects *Hope's* Estate, and the said Road called *Saint Mary's Road*, and the Portion of the said Lane called *Bittock's Lane* forming Part of *Hope's* Estate, and the said Sewers, to the said Agreement with the said Railway and Dock Companies touching the same respectively,) have been conveyed unto and to the Use of the said *Abraham Darby*, in Fee as to One undivided Moiety thereof beneficially, and as to the
other

The Darby Estate Act, 1854.

other Moiety thereof as Part of the Estate of the said *Alfred Darby*, deceased, and for the Benefit of such of his Representatives as, according to any Declaration of the Court to be pronounced in the Suit herein-after referred to, and instituted in part for the Settlement of such Questions, might ultimately be found entitled thereto, and for such Estate or Interest as such Representatives, or any One or more of them, might be declared so entitled; and upon trust to convey and assure the last-mentioned Moiety accordingly, and such Conveyance of *Hope's* Estate was effected by an Indenture dated the First Day of *February* One thousand eight hundred and fifty-four, and made between *William Hope* of the First Part, *Peter Hope*, *Edward Jones* and *Maria* his Wife, and *Thomas Milne* and *Harriet* his Wife, of the Second Part, the said *Rebecca Darby* of the Third Part, and the said *Abraham Darby* of the Fourth Part; and such Conveyance of the *Seddon Farm* Estate was effected by an Indenture dated the Thirtieth Day of *January* One thousand eight hundred and fifty-four, and made between *Thomas Dixon*, *William Dixon*, and *James Dixon*, of the First Part, *Ambrose Lace* of the Second Part, the said *Augustus Radcliffe*, *Joseph Robinson*, *William Henry Darby*, *William Fisher Sim*, and *William Halsall Segar*, of the Third Part, the said *Abraham Darby* of the Fourth Part, and the said *Rebecca Darby* of the Fifth Part: And whereas, by Deeds contemporaneous with the said Conveyances of *Hope's* and the *Seddon Farm* Estates, the Parts so excepted out of such Conveyances of the same Estates have been respectively conveyed for the Purposes of the said Church, and to or for the Benefit of the said *John Blake*: And whereas it would be advantageous to all Persons interested in the said Estates, the Subject of the said Purchases, not sold off or otherwise given up, if Powers were conferred of making Partition thereof as between the said *Abraham Darby* and the Representatives of the said *Alfred Darby*, and for the interim leasing, Sale, and general Administration thereof, and also for the leasing, Sale, and general Administration of any Allotment to be made to or for the Benefit of the Representatives of the said *Alfred Darby*, on such Partition, subject to proper Restrictions and Qualifications; but such Powers cannot be created otherwise than by the Authority of Parliament: And whereas on the Eighth Day of *May* One thousand eight hundred and fifty-four, a Suit was instituted in the High Court of Chancery, in which the said *Rebecca Darby* is Plaintiff, and the said *Abraham Darby* and the said Infant Children of the said *Alfred Darby* are the Defendants, for the Purpose of having the Estate of the said *Alfred Darby*, both Real and Personal, administered, and the Rights thereto declared, and the Affairs of the said Purchases wound up under the Direction of the Court, and of obtaining the Sanction of the Court for the necessary Application to Parliament for such Powers as aforesaid, but no Decree has yet been made, and, from the Nature of the Case, considerable Time must elapse before a Decree can be made in such Suit: And
whereas

The Darby Estate Act, 1854.

whereas by an Order of his Honour the Vice-Chancellor Sir *Richard Torin Kindersley*, the Judge to whose Court the said Suit of *Darby* versus *Darby* is attached, and dated the Twelfth Day of *May* One thousand eight hundred and fifty-four, it was ordered that the said *Rebecca Darby* should be at liberty, in conjunction with the said *Abraham Darby*, to apply for an Act of Parliament in accordance with the Draft of the Bill then already prepared, and signed by *Frederic Erasmus Edwards* Esquire, the Chief Clerk of the said Judge; and by such Order the said *Rebecca Darby* was appointed Guardian of the Persons of the said Infant Children of the said *Alfred Darby* during their respective Minorities: And whereas, for more accurately defining the Estates, the Subject of the said respective Purchases by the said *Abraham Darby* and *Alfred Darby* in their present Site, and the Portion thereof given up to the said *John Blake* as aforesaid, and the Portion thereof the Subject of the said alleged Contracts for Sale to the said *Thomas Lawrence*, Four Plans have been made, one of *Hope's*, another of the *Seddon Farm* and *Aigburth Hall* Estates, a Third of the *Riversdale* Estates, and the Fourth of the *Tue Brook* Estate; and such Plans have, by way of Authentication thereof, been signed by the Right Honourable *John Thomas Lord Redesdale*, Chairman of Committees of the House of Lords: And whereas the said *Thomas Lawrence* disputes his Liability to a specific Performance of either of the said Two alleged Contracts under which he has been let into possession of the Portion of the *Aigburth Hall* Estate, the Subject of Purchase by him, and he has threatened to throw up such Contracts, and the same, if enforceable at all, could only be enforced by a Litigation possibly both protracted and costly: And whereas the said *Thomas Lawrence*, by a Letter signed by him, and addressed to Messieurs *Rixon* and Son, the Solicitors acting for the said *Abraham Darby* and the Estate of the said *Alfred Darby*, dated the Twenty-ninth Day of *April* One thousand eight hundred and fifty-four, made a Proposition for compromising all Matters in difference between the said *Thomas Lawrence* on the One Side and the said *Abraham Darby* and the Estate of the said *Alfred Darby* on the other, concerning the said Two alleged Contracts entered into by the said *Thomas Lawrence* as aforesaid or otherwise, by which Proposition the said *Thomas Lawrence* offered in effect to be bound by the said first alleged Contract on being released from the said second alleged Contract, and to wait for a Conveyance of the Land comprised in the said first alleged Contract until such Conveyance could be obtained under the Authority of this Act: And whereas the said *Abraham Darby* is desirous of effecting such Compromise as aforesaid, and it would be for the Benefit of all Persons interested in the Estate of the said *Alfred Darby* that such Compromise should be effected; and it is therefore expedient that such Power as is herein-after contained in relation thereto should be confirmed: Wherefore Your Majesty's most dutiful and loyal Subjects
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The Darby Estate Act, 1854.

the said *Abraham Darby* and *Rebecca Darby*, and as to the said *Rebecca Darby*, as well on her own Behalf as on behalf of her said Infant Children, the said *Alfred Edmund William Darby*, *Alice Mary Darby*, and *Alfreda Lucy Darby Darby*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

I. From and immediately after the passing of this Act the said *Abraham Darby* and *Rebecca Darby* shall be Trustees for the Purposes thereof, until, as respects the said *Rebecca Darby*, her Death or Marriage or Removal from the Office of Trustee under the Provision herein-after contained, and as respects the said *Abraham Darby*, until his Death or Removal from the Office of Trustee under the same Provision; and all the said Estates, the Subject of such Purchases by the said *Abraham* and *Alfred Darby* as aforesaid (other than the said Estate called the *Tue Brook* Estate, and other than the Portion so given up for the Purposes of the said Church as aforesaid of the said Estate called *Hope's* Estate, and other than the Portion so given up to the said *John Blake* as aforesaid of the said *Seddon Farm* Estate), shall become vested in and stand limited unto and to the Use of the said *Abraham Darby* and *Rebecca Darby*, for an Estate in Fee Simple, in Joint Tenancy, and shall be held by them upon Trusts corresponding with and conformable to the Rights and Equities subsisting therein immediately before the passing of this Act, nevertheless subject to the Powers and Provisions herein-after contained; and the said *Tue Brook* Estate, which is now vested in the said *Abraham Darby* for an Estate in Fee Simple in Possession, or a corresponding Customary Estate, shall be held upon Trusts corresponding with and conformable to the Rights and Equities subsisting therein immediately before the passing of this Act, nevertheless subject to the Powers and Provisions herein-after contained; and such Estates shall be so vested or held, subject, as respects the Soil of the said new Road called *Saint Mary's Road* cut through *Hope's* Estate as aforesaid, and as respects the Soil of such Portion of the same Estate as forms Part of *Bittock's Lane* aforesaid, to the Rights of the said Railway and Dock Companies under the said Agreement or Proposal of the Twenty-fifth Day of *July* One thousand eight hundred and fifty-one, or to any Right of the Public therein, and subject, as respects the said Road called *Matilda Road*, cut through the *Seddon Farm* and *Aigburth Hall* Estates as aforesaid, to any Right of Way over the same to which the said *John Blake* may be entitled under the said Conveyance to him, and as respects the Portion comprised in the said alleged Contracts with the said *Thomas Lawrence*, to such Contracts (if any),

Vesting of
the Estates
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[*Private.*]

The Darby Estate Act, 1854.

and as to all the said Estates subject to any Tenancies now subsisting in the same.

Power to Court of Chancery to remove existing and appoint new Trustees.

II. It shall be lawful for the Court of Chancery, at any Time or Times hereafter, to remove both or either of them the said *Abraham Darby* and *Rebecca Darby*, or any Trustees or Trustee to be appointed in their or either of their Stead, or the Stead of any succeeding or other Trustees or Trustee for the Time being hereof, from the Office of Trustee; and also upon the Death or Removal of any Trustee for the Time being hereof, to appoint any other Trustee or Trustees in the Room of the Trustee so dying or removed; and to vest upon the then subsisting Trusts hereof the Estates then remaining, subject to such Trusts, in the Trustees or Trustee so to be appointed, either alone or jointly with any remaining Trustee or Trustees, as the Case may require; and the Order of the said Court shall have the same Effect as if the Persons or Person in whom, immediately before such Order, the same Estates were vested had duly executed all proper Conveyances thereof: Provided, that, as respects the *Tue Brook* Estate, no such Order shall prejudice the Rights of the Lord or Lords, Lady or Ladies, of the Manor whereof the same Estate is Parcel; and such Order shall not accordingly have any Effect as respects the vesting of the same Estate unless such Lord or Lords, Lady or Ladies, shall consent thereto: Provided further, that in case such Lord or Lords, Lady or Ladies, shall not assent to such vesting Order, it shall be lawful for the said Court to appoint any Person to surrender the said *Tue Brook* Estate, or any Part thereof, on behalf of the Parties or Party in whom the same shall be then vested, and as the Act of such Parties or Party, to the Use of the Trustee or Trustees so to be appointed as aforesaid, either alone or jointly with any remaining Trustees or Trustee, as the Case may be, for an Estate in Fee, and upon the then subsisting Trusts hereof.

Power to accept Lawrence's Offer of Compromise.

III. It shall be lawful for the Trustees for the Time being hereof to accept the aforesaid Offer of the said *Thomas Lawrence*, and to enter into an Agreement with him on the Basis of such Offer, and either with or without any Modification or Variation, and to do and execute, or concur in doing and executing, all Assurances, Acts, Matters, and Things necessary or proper for carrying such Agreement into effect; but the Power in this Behalf hereby conferred shall not prejudice any Question between the Real and Personal Representatives of the said *Alfred Darby*.

Power to make Partition as between Abraham

IV. It shall be lawful for the Trustees for the Time being hereof to make Partition, as between the said *Abraham Darby* and the Representative or Representatives of the said *Alfred Darby*, of the whole of the

The Darby Estate Act, 1854.

the said Estates hereby subjected to the Powers and Provisions hereof, and not previously sold or contracted to be sold under the Powers hereof, or any Part or Parts of such Estates, and so on from Time to Time, as respects any partial Partition, until Partition shall have been made of the whole thereof, and thereby to divide the Estate subjected to this Power, or such Part or Parts thereof as shall be the Subject of Partition, into Two Allotments, One of such Allotments to be made to or for the Benefit of the said *Abraham Darby*, his Heirs or Assigns, and the other to or for the Benefit of the Representative or Representatives of the said *Alfred Darby*; and so that, in making such Partition, it shall not be necessary to allot to each Party a Portion of each of the said *Hope's, Seddon Farm, Aigburth Hall, Riversdale, and Tue Brook* Estates, respectively; and also on any and every such Partition to make and execute such Conveyances, Surrenders, or other Assurances as shall be proper for giving effect to such Partition, and all Arrangements in relation thereto.

and Representatives of
Alfred
Darby.

V. On any such Partition as aforesaid, it shall be lawful for the said Trustees either to include the Soil of any Roads or Ways forming any Part of the said Estates respectively, or to allow such Soil to remain vested in themselves, the said Trustees, but in either Case to make all requisite Provision for the Creation of Rights of User thereof by the Parties respectively between whom such Partition shall be made and those claiming under them; and it shall be lawful for such Trustees to create or direct the Creation of all other appropriate Easements, whether in the Nature of Right of Way, Watercourse, Drainage, or otherwise, for the more convenient Enjoyment of the Estates respectively the Subject of Partition, and also to impose upon the Allottees under such Partition of any Part of the said Estates respectively, all appropriate or convenient Obligations in respect of such Easements as aforesaid.

Provisions
for Easements on
making Partition.

VI. On any such Partition as aforesaid, it shall also be lawful for the said Trustees to charge either Allotment of any Estate or Estates the Subject of Partition with any Sum or Sums of Money by way of Equality of Partition, and either in the Nature of a gross Sum or an annual Charge; and any Sum, whether gross or annual, to be charged in favour of the Representative or Representatives of the said *Alfred Darby*, may be paid or payable to the said Trustees or to such other Person or Persons, and may be dealt with in such Manner as the Court of Chancery shall direct.

Power on
Partition
to make
Charges by
way of
Equality of
Partition,
&c.

VII. In making any such Partition as aforesaid, it shall be lawful for the said Trustees to make Provision touching the Title Deeds and Muniments of Title relating to the Estates or Estate, the Subject of such

Power to
make Provision for
Title Deeds.

The Darby Estate Act, 1854.

such Partition, and the Custody and Production thereof, and the furnishing of Copies, Extracts, or Abstracts of the same; and such Deeds and Muniments shall thereafter be dealt with accordingly.

Powers of Letting.

VIII. As to the Estates whereof Partitions shall not have been made, and also as to any Allotment to or for the Benefit of the Representative or Representatives of the said *Alfred Darby*, on any or every Partition which shall have been made of the said Estates, or any Portion thereof, it shall be lawful for the Trustees for the Time being hereof from Time to Time to let or agree to let the same respectively, or any Part or Parts thereof, by way of a yearly Tenancy, or a Tenancy for any Period not exceeding Three Years in possession, or for any Term not exceeding Twenty-one Years in possession, either with or without any Obligation to build or repair; and also to let or agree to let the same, by way of Building or Repairing Lease, or a Building and Repairing Lease, either for any Term of Years in possession, not exceeding Ninety-nine Years, or in Fee-farm, and with Power for the said Trustees to make all such Lettings as aforesaid, at such Rents, and with, under, and subject to such Stipulations, Covenants, and Conditions as they shall deem beneficial; which Rents, Stipulations, Covenants, and Conditions shall, as respects Leases in Fee-farm, be incident and annexed to the Fee-farm Rent or Rents thereby made payable, and be available by the Owner or Owners for the Time being of such Rents, and, as respects such other Lettings, be incident to the immediate Reversion; nevertheless, so as such Lettings, other than for a Term not exceeding Three Years, be made by Indenture executed by the said Trustees, and so as a Counterpart of every such Indenture be executed by the Lessee or Lessees thereof; and of the due Execution of such Counterpart a Certificate in Writing under the Hands of the said Trustees shall, as respects the Title of the Lessee, be conclusive Evidence: Provided, that as respects the *Tue Brook* Estate, any such Lettings as aforesaid, which may not, consistently with the Customary Tenure thereof, be made without the Licence or Consent of the Lord or Lords, Lady or Ladies of such Manor, shall be made with such Licence or Consent,

Power of Sale.

IX. As to the Estates whereof Partition shall not have been made, and also as to any Allotment to or for the Benefit of the Representative or Representatives of the said *Alfred Darby*, on any or every Partition which shall have been made of the said Estates, or any Portion thereof, it shall be lawful for the Trustees for the Time being hereof from Time to Time to make Sale and dispose of all or any Part of the same respectively, and either by Public Auction or by Private Contract, and with such special or other Conditions of Sale as to them may seem fit, including Provision touching the Title Deeds and Muniments of Title relating to the Premises the Subject of Sale, and

The Darby Estate Act, 1854.

and Copies thereof, with Liberty to buy in or rescind any Contract for Sale of the Premises the Subject of Sale, and re-sell the same, and to receive the Purchase Money arising from any such Sale, and on the Occasion of such Sale to execute all appropriate Conveyances to the Purchasers, or according to their Direction, of the Premises the Subject of such Sale; and the Money to arise from all such Sales shall be held for the Benefit of the Parties or Party respectively entitled to the Estates from the Sale whereof the same shall have arisen, according to their respective Interests in such Estates, and be dealt with accordingly under any Direction of the said Court of Chancery.

X. Subject to any Direction of the said Court of Chancery controlling the Effect of this Enactment, the Receipts in Writing of the Trustees for the Time being hereof, for all Monies payable to them under or by virtue of any Exercise of the Powers hereof, shall be a sufficient Discharge to all Persons paying the same to such Trustees, and shall exempt such Persons from all Responsibility in respect of the Application thereof.

Receipts of Trustees to be Discharges for Payments to them.

XI. For the better Exercise of the Powers of Partition, Letting, and Sale hereby conferred, it shall be lawful for the Trustees for the Time being hereof to cause all appropriate Surveys, Valuations, and Estimates to be made of the Premises the Subject of intended Partitions, Letting, or Sale; and for the Purpose of any such Letting or Sale it shall also be lawful for such Trustees to allot out all or any Part of the said Estates as a Site for building thereon, according to any Plan or Design, and if appropriate thereto, with Spaces for Roads, Streets, and ornamental Inclosures, and with due Provision for all necessary or convenient Easements, and in all such Matters to employ Architects, Surveyors, or other competent Persons; and it shall be lawful for such Trustees, in any such Sale or Letting, to let or sell the Premises the Subject of such Building Allotments, in conformity with the Scheme thereof, and with Obligations on the Purchasers and Tenants for better carrying out such Scheme, and with the Grant of all Easements convenient thereto.

Power to make Surveys, &c.

XII. In case it shall be proposed to erect a Church or Chapel-of-Ease for the Celebration therein of Divine Service according to the United Churches of *England* and *Ireland* as by Law established, or to erect any Edifice for the Residence or Accommodation of the officiating Minister in such Church or Chapel already erected or to be erected, or any School House or other Edifice, either in connexion with any such Church or Chapel-of-Ease or otherwise, for the Purposes of Education of the poorer Classes in conformity with the Doctrines of such United Churches, and to erect the same respectively, either in whole

Power to dedicate Land for the Purposes of a Church, School, &c.

[*Private.*]

The Darby Estate Act, 1854.

or in part, on any Portion of the said Estates for the Time being subject to such Powers, or on any adjoining Land, it shall be lawful for the Trustees for the Time being hereof, and by way of Gift thereof, to dedicate or give up for the Purposes of the Erection, either in whole or in part, of any such Church, Chapel-of-Ease, or Edifice, or otherwise for Purposes in connexion with the same, or the Objects thereof, such Part of the said Estates for the Time being, subject to the said Powers, as may be adapted to such Purpose, and to execute such Conveyances of the same as may from Time to Time be directed by Her Majesty's Commissioners for building new Churches, or the Promoters of such Erection: Provided that the total Quantity of Land so to be given up shall not exceed Three Acres in Quantity.

Powers to be exercisable only under the Control of the Court of Chancery.

XIII. The Powers hereby given shall be exercisable so long as the said Infant Children of the said *Alfred Darby*, or any of them, shall be living, and be under the Age of Twenty-one Years, and no longer; and none of such Powers shall be exercised otherwise than under the Direction of the said Court of Chancery.

Plan signed by Chief Clerk of Judge to be Evidence.

XIV. Any Copy of either of the Four Plans referred to by this Act, signed by the Chief Clerk of the Judge to whose Court the said Suit of *Darby* versus *Darby*, or any Suit supplemental thereto, shall for the Time being be attached, shall be received in Evidence on all Occasions, without further Proof of the Correctness of such Plan, or of the Signatures thereto.

Trustees to be accountable to the Court of Chancery.

XV. The Trustees for the Time being hereunder shall be accountable to the said Court of Chancery for all Receipts, Payments, and Transactions under this Act or the Powers thereof, and shall be compellable from Time to Time so to account, upon the Application of any Parties or Party for the Time interested therein.

Reimbursement of Trustees' Expenses.

XVI. All Costs, Charges, and Expenses properly incurred by any Trustees or Trustee hereunder in carrying out the Provisions of this Act shall be defrayed to them respectively; and it shall be lawful for the Court of Chancery to direct Payment of the same, either out of any Moneys which may come to the Hands of any such Trustees or Trustee by virtue of their Trusteeship, or by the said *Abraham Darby* or his Representatives, and the general Personal Estate of the said *Alfred Darby*, or to direct such Costs, Charges, and Expenses, with the Cost of raising thereof, to be raised by Sale or Mortgage of a competent Part of any Portion of the Estates for the Time being forming Part of the Trust Estate thereof; and with Power to such Court to direct any preliminary Taxation of any such Costs, Charges, and Expenses: Provided that all Costs, Charges, and Expenses to be incurred in respect of Matters wherein the said *Abraham Darby* and

The Darby Estate Act, 1854.

and the Estate of the said *Alfred Darby* are jointly interested, be borne in equal Moieties between them, or out of the Moneys or Estates wherein such joint Interest may exist; and all Costs, Charges, and Expenses incurred in respect of Matters wherein the Representative or Representatives of the said *Alfred Darby* is or are exclusively interested, shall be borne by and exclusively out of the Moneys or Estates in which such Representative or Representatives is or are interested, or by and out of the general Personal Estate of the said *Alfred Darby*: Provided further, that in exercise of the Power hereby given of directing Payment out of the general Personal Estate of the said *Alfred Darby* of any Part of such Costs, Charges, and Expenses as aforesaid, regard shall be had by the said Court to the Question, whether the Share of the said *Alfred Darby* in the said Estates the Subject of the said Purchases has devolved on his Real or Personal Representative or Representatives, and in the event of any Part of such Costs, Charges, and Expenses being directed to be paid out of such Personal Estate, the same shall be so paid without Prejudice to such Question; and it shall be lawful for the said Court to direct the same to be ultimately raised out of the said last-mentioned Share, or of the Produce thereof, and if necessary or by such Court deemed expedient, by Sale or Mortgage of a competent Portion of the same Share.

XVII. All Orders and Directions by the said Court of Chancery in relation to any of the Forms or Provisions of this Act shall be made or given either in the said Suit of *Darby* versus *Darby*, or any other Suit, or upon Petition in the Matter of this Act.

Orders of Court of Chancery to be made in Suit or Matter of the Act.

XVIII. The Costs, Charges, and Expenses of and attending the obtaining this Act, or in anywise incidental thereto, shall be borne and paid, as to One Moiety thereof, by the said *Abraham Darby*, and as to the other Moiety thereof, by the said *Rebecca Darby* as such Administratrix as aforesaid, or otherwise out of the general Personal Estate of the said *Alfred Darby*, but without Prejudice to any such Question as referred to in the Sixteenth Clause hereof, and with the like Power as thereby provided for of ultimately charging the same upon and having the same raised out of the Share of the said *Alfred Darby* in the said Estates the Subject of the said Purchases, or the Produce thereof.

Expenses of Act.

XIX. This Act shall not, nor shall anything done in pursuance of the Provisions thereof, prejudice or affect the respective Rights of the Real and Personal Representatives of the said *Alfred Darby* as the same stood or existed at the Time of his Decease.

Not to prejudice Rights of Representatives of Alfred Darby

XX. The Short Title to this Act shall be "The *Darby* Estate Act, 1854."

Title.

XXI. Saving

The Darby Estate Act, 1854.

General
saving.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all other Persons, Bodies Politic and Corporate, their Heirs, Successors, and Assigns, other than and except the said *Abraham Darby*, his Heirs, Executors, and Administrators, and the Heirs, Executors, and Administrators of the said *Alfred Darby*, all such Estate, Right, Title, Interest, Claim, or Demand in, to, out of, or upon the said Lands the Subject of the said Purchases, as they or any of them could or might have had or enjoyed if this Act had not passed.

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

XXII. This Act shall not be a Public Act, but 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.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.