



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 16.

An Act to enable the Trustees of the Will of *Anthony Wilkinson* Esquire, deceased, to grant Leases. [31st July 1854.]

WHEREAS *Anthony Wilkinson*, late of *Coxhoe Hall* in the County of *Durham*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Thirteenth Day of *March* One thousand eight hundred and forty-nine, and thereby bequeathed unto his Wife *Mary Ann Wilkinson* the Possession and Use of his Household Goods and Furniture in and about his Dwelling House at *Coxhoe Hall* aforesaid, and in and about his Dwelling House in *New Queen's Road, Kensington Palace Gardens*, in the County of *Middlesex*, or elsewhere, during her Life; he also gave to his said Wife his Carriages and the Sum of Three hundred Pounds; he also gave unto his said Wife his Share and Interest in One equal undivided Fourth Part or Share of Coal at *Holmside* in the said County of *Durham* during her Life; he also bequeathed unto his said Wife an Annuity of Three thousand Pounds during her Life; and he directed that his said Wife should be at liberty to reside at and to use and enjoy *Coxhoe Hall* aforesaid, with the Land thereunto belonging, or to reside in and use and enjoy his House situate in the *North Bailey* in the said County of *Durham*, or in his House in *New Queen's Road* aforesaid, whichever she might prefer, free from Rent during her Life; and he directed that the Provi-

13th March
1849. Will
of *Anthony
Wilkinson*.

[Private.]

Wilkinson's Estate Act, 1854.

sion thereby made in favour of his said Wife should be taken by her in satisfaction of all Dower, Thirds, and Freebench which at Common Law or by the Custom of any Manor or otherwise she could or might claim or be entitled to have, in, from, or out of any Hereditaments of which he had been or then was or should at any Time thereafter be seised for any Estate of Inheritance, or to which Freebench was incident; and from and after the Decease of his said Wife he bequeathed unto his Two Daughters *Mary Ann Wilkinson* and *Emily Spearman Wilkinson*, or to the Survivor of them then living, all his Household Goods and Furniture in and about his House at *London*, equally to be divided between them, and if but One, then to such One only; and he gave unto his said Two Daughters *Mary Ann Wilkinson* and *Emily Spearman Wilkinson* Fifteen thousand Pounds each, to be paid to them when they should respectively attain the Age of Twenty-one Years or be married, whichever of those Events should first happen after his Decease, provided that the Marriage of either of them under the said Age should be with such Consent as therein mentioned; and he bequeathed unto his Son *Clennell Wilkinson* the Sum of Twenty thousand Pounds, to be paid to him when he should attain the Age of Twenty-one Years; and he bequeathed to *James Hall*, Brother of his said Wife, an Annuity of Two hundred Pounds during his Life; and he bequeathed unto his Nephew *Robert Calverly Bewicke*, and to the said *James Hall*, his Trustees and Two of his Executors therein-after appointed, the Sum of Five hundred Pounds each; and he gave and devised unto the said *Robert Calverly Bewicke* and *James Hall* all and singular his Freehold and Copyhold Lands, Tenements, Hereditaments, and Premises situate in the County of *Durham*, which had or might thereafter come into his Possession by Inheritance from his late Father, to hold the same unto them, the said *Robert Calverly Bewicke* and *James Hall*, and the Survivor of them, and the Executors, Administrators, and Assigns of the Survivor of them, for and during the Term of Five hundred Years, to commence and be computed from the Day next before the Day of his Decease, without Impeachment of Waste, upon the Trusts and subject to the several Uses therein-after mentioned, expressed, and declared of and concerning the same; and from and after the Expiration or other sooner Determination of the said term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, he gave and devised all and singular the said Trust Estates and Premises upon and for such and the like Uses as were therein-after mentioned, expressed, and declared in regard to the same; and he thereby directed that his said Trustees, the said *Robert Calverly Bewicke* and *James Hall*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and entitled to all his said Freehold and Copyhold Lands, Tenements, Hereditaments, and Premises situate in the County of *Durham*,

Wilkinson's Estate Act, 1854.

Durham, which had or might come to him by Inheritance from his late Father as aforesaid, for and during the said Term of Five hundred Years, or until the Trusts concerning the same should be fully complete and ended, upon trust, in case his Personal Estate should be found insufficient for the Payment of his just Debts, Funeral and Testamentary Expenses, and the Payment of the said Annuity of Three thousand Pounds to his said Wife, of the said Legacies of Fifteen thousand Pounds each to his said Two Daughters, of Twenty thousand Pounds to his said Son *Clennell Wilkinson*, of the said Annuity of Two hundred Pounds to the said *James Hall*, and of the said Legacies of Five hundred Pounds each to his said Trustees, that they should, by and out of the Rents, Issues, and Profits, and by Sale or Mortgage of a sufficient and competent Part or Parts of the said Trust Premises, for all or any Part of the said Term, or by any other lawful and reasonable Ways and Means whatsoever, raise and levy a sufficient Sum or Sums of Money (for which his Personal Estate should be so deficient), therewith and thereout to pay or cause to be paid all his Debts, Funeral and Testamentary Expenses, the Annuity to his said Wife, the Legacies to his said Two Daughters and to his Son *Clennell Wilkinson*, the Annuity to the said *James Hall*, and the Legacies to his said Trustees respectively, therein-before by him given and bequeathed, and the Costs and Charges of proving and executing his said Will; also upon trust, that they should, by all or any of the Ways and Means aforesaid, levy, raise, and apply such Sum and Sums of Money as should from Time to Time, in their or his Discretion, be necessary for the Maintenance and Education (suitably to their expectant Fortunes) of his Son *Anthony Wilkinson*, his said Daughters *Mary Ann Wilkinson* and *Emily Spearman Wilkinson*, and his said Son *Clennell Wilkinson*, until, as regards his said Son *Anthony Wilkinson*, he should go to the University, and, as regards all his other Children, until they should respectively, as to Sons, attain their several and respective Ages of Twenty-one Years, and as to Daughters attain the said Age of Twenty-one Years or Day of Marriage, whichever should first happen after his Decease; and he did thereby direct that none other of his Freehold and Copyhold Estates than such as had or might come to him by Inheritance from his late Father, and were situate in the County of *Durham*, should be liable to or charged or chargeable with any of the Trusts therein-before expressed and declared in regard to the said Term of Five hundred Years; and he directed that the Receipt or Receipts in Writing of his said Trustees should be a sufficient Discharge to the Person or Persons who should pay to his said Trustees, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, any Part or Parts of the Rents and Profits of the said Trust Premises, or who should pay or advance any Money upon the Security of any Mortgage or Mortgages of the said Trust Premises, or any Part or
Parts

Wilkinson's Estate Act, 1854.

Parts thereof, or for the Purchase of any Part or Parts thereof, pursuant to the Trusts aforesaid, and that such Person or Persons should not be obliged or required to see to the Application or be answerable or accountable for the Misapplication or Nonapplication of the same Money or any Part thereof, or for the Sufficiency or Insufficiency of his Personal Estate for Payment of the same; and in case the whole of the said Rents and Profits and the Monies therein-before directed to be raised should not be paid and applied in, for, or towards the Trusts therein-before expressed and declared of and concerning the same, then he directed and declared that the Surplus thereof should fall into and form Part of the Residue of his Personal Estate and Effects, and become subject to the Disposition therein-after contained in respect thereof; and he did thereby direct, that from and immediately after the Execution of the Trusts therein-before expressed and declared of and concerning the said Term of Five hundred Years, that thereupon the said Term of Five hundred Years, or so much thereof as should be then subsisting and undisposed of under the Trusts aforesaid, should cease, but without Prejudice nevertheless to any then existing Mortgage or Disposition previously made of all or any Part of the said Trust Premises for all or any of the Purposes therein-before mentioned; and as to all the Residue of his said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments, and Premises which had or might come into his Possession by Inheritance from his late Father, and situate in the County of *Durham*, (subject and charged as aforesaid, and without Prejudice nevertheless to any then existing Mortgage or Disposition previously made of all or any Part thereof,) together also with all other the Real Estates, whatsoever and wheresoever, in which he had any devisable Interest, or over which he had any general Power of testamentary Appointment, he gave, devised, and appointed the same to the Use of his said Trustees, the said *Robert Calverly Bewicke* and *James Hall*, to hold the same to them the said *Robert Calverly Bewicke* and *James Hall*, and their Heirs, for and during and until his said Son *Anthony Wilkinson* should attain the Age of Twenty-five Years, upon the Trusts and to and for the Uses, Ends, Intents, and Purposes therein-after mentioned, expressed, and declared of and concerning the same, that is to say, by the usual Ways and Means to preserve the contingent Remainders therein-after limited from being defeated or destroyed, and out of the Rents, Issues, and Profits thereof to pay or cause to be paid to his said Son *Anthony Wilkinson*, from the Period of his attaining the proper Age for and going to the University, the Annuity or clear yearly Sum of Five hundred Pounds; the same to be paid and payable quarterly until he should attain the Age of Twenty-one Years, and from thenceforward until he should attain the Age of Twenty-five Years to pay or cause to be paid thereout

Wilkinson's Estate Act, 1854.

thereout to him, his said Son *Anthony Wilkinson*, the Annuity or clear yearly Sum of Eight hundred Pounds, the said Annuities to be paid and payable quarterly; and upon his said Son *Anthony Wilkinson* attaining the said Age of Twenty-five Years, then as to, for, and concerning all those his the said Testator's said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments, and Premises which had or might come into his Possession by Inheritance from his late Father, and situate in the County of *Durham*, subject and charged as aforesaid, and without Prejudice to any existing Mortgage or Disposition previously made of all or any Part thereof), together also with all other the Real Estates whatsoever and wheresoever in which he had any devisable Interest, or over which he had any general Power of testamentary Appointment, he gave, devised, and appointed the same to the Use of his said Son *Anthony Wilkinson* and his Assigns for and during his natural Life, without Impeachment of Waste; and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *Robert Calverly Bewicke* and *James Hall*, and their Heirs, during the Life of his said Son, upon trust to preserve the contingent Remainders therein-after limited, but to permit his said Son and his Assigns during his Life to receive the Rents and Profits of the said Hereditaments for his and their proper Use and Benefit; with Remainder to the Use of the First and every other Son of his said Son *Anthony Wilkinson* successively, and the Heirs Male of the Body of every such Son; with Remainder to the Use of his Second Son, the said *Clennell Wilkinson*, and his Assigns, during his Life, without Impeachment of Waste; and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *Robert Calverly Bewicke* and *James Hall*, and their Heirs, during the Life of his said Son *Clennell Wilkinson*, upon trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of his said Son *Clennell Wilkinson* successively, and the Heirs Male of the Body of every such Son; with Remainder to the Use of each of his other Sons lawfully begotten or to be begotten during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Use of the First and every other Son successively of each such other Son, and the Heirs Male of the Body of such First and every other Son, so that the elder of his said other Sons, and his First and other Sons successively in Tail Male, might be preferred to and take before the younger of his said other Sons, and his and their First and other Sons in Tail Male; and after the Determination of the Estate for Life of each of his said other Sons by Forfeiture or otherwise in his Lifetime, to the Use of the said *Robert Calverly Bewicke* and *James Hall*, and their Heirs, during the Life of such Son, upon trust to preserve the contingent Remainders expectant upon his Life, but to permit such Son and his Assigns during his Life to receive

[Private.]

Wilkinson's Estate Act, 1854.

the Rents and Profits of the said Hereditaments for his and their own Use; with Remainder to the Use of the First and every other Son of his said Son *Anthony Wilkinson* successively, and the Heirs of the Body of every such Son; with Remainder to the Use of the First and every other Daughter of the said *Anthony Wilkinson* the Son successively, and the Heirs of the Body of every such Daughter; with Remainder to the Use of the First and every Son successively of the Second and every other subsequently born Son of his the said Testator's Body, and the Heirs of the Body of every such Son; with Remainder to the Use of the First and every other Daughter successively of the Second and every other subsequently born Son of his the said Testator's Body, and the Heirs of the Body of every such Son, so that the First and every other Son and the First and every other Daughter of the elder of his the said Testator's said second and other subsequently born Sons, as Tenants in Tail General as aforesaid, might take before and be preferred to the First and other Sons in Tail General and the First and other Daughters in Tail General of the younger of his said second and other subsequently born Sons; with Remainder to the Use of the said *Robert Calverly Bewicke* and *James Hall* and their Heirs, during the Life of his Daughter *Mary Ann Wilkinson*, upon trust to preserve the contingent Remainders therein-after limited, and also upon trust that the said Trustees and Trustee should, during the Life of his said Daughter, pay the yearly Rents and Profits of the said Hereditaments unto such Person or Persons and for such Intents and Purposes as his said Daughter, by any Writing or Writings under her Hand, notwithstanding any Coverture, should from Time to Time, but not so as to dispose of or affect the same by any Sale, Mortgage, or Charge, or otherwise in the way of Anticipation, direct or appoint, and for want of such Direction or Appointment, into her own Hands, for her own separate Use and Benefit, and without being in anywise subject or liable to the Debts, Control, or Interference of any Husband, and the Receipts of her his said Daughter, or of such Person or Persons as she should from Time to Time appoint to receive such Rents and Profits, to be effectual Discharges for the same; with Remainder to the Use of the First and every Son of his said Daughter successively, and the Heirs Male of the Body of every such Son, with Remainder to the Use of the First and every other Son of his said Daughter successively, and the Heirs of the Body of every such Son, with Remainder to the Use of the First and every other Daughter of his said Daughter successively, and the Heirs of the Body of every such Daughter, with Remainder to the Use of the said *Robert Calverly Bewicke* and *James Hall* and their Heirs during the Life of each of his other Daughters, upon trust to preserve the contingent Remainders therein-after limited, and also upon trust that the said Trustees and Trustee should, during the Life of such Daughter, pay the yearly Rents and Profits of all and singular the
said

Wilkinson's Estate Act, 1854.

said Freehold and Copyhold Hereditaments unto such Person or Persons and for such Intents and Purposes as such Daughter, by any Writing or Writings under her Hand, notwithstanding any Coverture, should from Time to Time, but not so as to dispose of or affect the same by any Sale, Mortgage, or Charge, or otherwise in the way of Anticipation, direct or appoint, and for want of such Direction or Appointment into the Hands of such Daughter for her own separate Use and Benefit, and without being in anywise subject or liable to the Debts or Control of any Husband, and the Receipts of such Daughter, or of such Person or Persons as she should from Time to Time direct to receive such Rents and Profits, to be effectual Discharges for the same; and after the Decease of each such Daughter respectively, to the Use of her First and every other Son successively, and the Heirs Male of the Body of every such Son, with Remainder to the Use of the First and every other Son successively of each such Daughter, and the Heirs of the Body of every such Son, with Remainder to the Use of her First and every other Daughter successively, and the Heirs of the Body of every such Daughter, so that the Estate therein-before limited to the said Trustees and their Heirs, during the Life of the elder of his second and other subsequently born Daughters, and to her First and other Sons successively in Tail Male, and to her First and other Sons successively in Tail General, and to her First and other Daughters successively in Tail General, should have Precedence to and take effect before the Estates limited to the said Trustees and their Heirs during the Life and Lives of the younger of his second and other subsequently born Daughters, and her and their First and other Sons successively in Tail Male, and her and their First and other Sons successively in Tail General, and her and their First and other Daughters successively in Tail General; and from and after the Determination or Failure of the several Estates therein-before limited, then to the Use of his own right Heirs for ever; and as to all the Residue of his Estate and Effects, whatsoever and wheresoever, and of what Nature, Kind, Quality, or Description soever the same might consist of or be, whether Real or Personal, that he should or might be possessed of, interested in, or in any Manner entitled unto, either in Possession, Reversion, Remainder, or Expectancy, at the Time of his Decease, he gave, devised, and bequeathed the same and every Part thereof to his said Son *Anthony Wilkinson*, his Heirs and Assigns, and he directed the Rents and Profits of his said Real Estates, together with the Surplus of his said Trust Estates, and all Accumulations thereon which should accrue due or be received during the Minority of his said Son, and also all such Part of the Residue of his Personal Estate and Effects as should consist of Money, to be invested in some or One of the Public Stocks or Funds of *Great Britain*, at the Discretion of his Executors, until he should attain the Age of Twenty-five Years, and to be paid

*Wilkinson's Estate Act, 1854.*Codicil
thereto.

paid or transferred to him when he should attain that Age; and he thereby appointed his said Wife *Mary Ann Wilkinson*, his said Nephew *Robert Calverly Bewicke*, and his said Brother-in-law *James Hall*, joint Executors of his said Will, and Guardians of the Persons of his said Children during their respective Minorities, and in case of the unavoidable Absence from this Country of either one or other of his said Trustees, the remaining Trustee should alone be fully competent to do all Acts in the Fulfilment of his said Will: And whereas the said Testator *Anthony Wilkinson* made and duly executed a Codicil to his said Will, which Codicil bears even Date therewith, and thereby, in the event of the said *James Hall*, one of the Executors and Trustees named and appointed in his said Will, not living to fulfil the Trusts thereof, he appointed *Thomas Fenwick* Esquire, of *Trewitt House* in the County of *Northumberland*, to be a Trustee under his said Will in the Place and Stead of the said *James Hall*, and in that Event he did thereby give and bequeath to him the said *Thomas Fenwick* the like Sum of Five hundred Pounds for his Trouble as a Trustee and Executor of his said Will: And whereas the said Testator *Anthony Wilkinson* died on or about the Thirteenth Day of *October* One thousand eight hundred and fifty-one without having revoked or altered his said Will and Codicil: And whereas the said last Will and Testament of the said Testator *Anthony Wilkinson*, and the said Codicil thereto, were on the Thirtieth Day of *October* One thousand eight hundred and fifty-one proved in the Prerogative Court of *Canterbury* by his Widow, the said *Mary Ann Wilkinson*, and the said *Robert Calverly Bewicke* and *James Hall*, the Executors therein named: And whereas the said Testator *Anthony Wilkinson* left Issue only his said Four Children named in his said Will, all of whom are under the Age of Twenty-one Years, and unmarried, (that is to say,) *Anthony Wilkinson*, the eldest Son and Heir-at-Law of the said Testator, who was born on the Nineteenth Day of *September* One thousand eight hundred and thirty-eight; *Mary Ann Wilkinson*, who was born on the Third Day of *December* One thousand eight hundred and forty; *Emily Spearman Wilkinson*, who was born on the Nineteenth Day of *September* One thousand eight hundred and forty-two; and *Clennell Wilkinson*, who was born on the Seventeenth Day of *May* One thousand eight hundred and forty-four: And whereas the said *Mary Ann Wilkinson*, the Widow of the said Testator, did on the Fourth Day of *August* One thousand eight hundred and fifty-three intermarry with and is now the Wife of *Thomas Poole Ward*, then of *Hereford Street, Park Lane*, in the City of *Westminster*; and now of *New Queen's Road* aforesaid, Esquire: And whereas by an Indenture bearing Date the Third Day of *August* One thousand eight hundred and fifty-three, and made between the said *Mary Ann Ward*, then *Mary Ann Wilkinson*, of the

First

Settlement
on the Mar-
riage of
Mary Ann

Wilkinson's Estate Act, 1854.

First Part, the said *Thomas Poole Ward* of the Second Part, and *Louis Charles Tennyson D'Eyncourt* of *West Pole Farm* in the Parish of *Edmonton* in the County of *Middlesex*, Esquire, and *Thomas Fenwick* of *Findon Cottage* in the said County of *Durham*, Esquire, of the Third Part, being the Settlement made previous to and in contemplation of the Marriage between the said *Thomas Poole Ward* and *Mary Ann* his Wife, the One Fourth Part or Share of and in the Coal Mines at *Holmside* aforesaid, devised to the said *Mary Ann Ward* by the said recited Will of the said *Anthony Wilkinson*, deceased, as aforesaid, and also the said Annuity of Three thousand Pounds, by the same Will bequeathed to the said *Mary Ann Ward* as aforesaid, and all Arrears then due to her in respect thereof, and all future Payments for the same, were conveyed and assigned unto the said *Louis Charles Tennyson D'Eyncourt* and *Thomas Fenwick*, their Executors, Administrators, and Assigns, upon certain Trusts in favour of the said *Mary Ann Ward* and her said Husband *Thomas Poole Ward*, and her said Four Children by the said *Anthony Wilkinson* deceased: And whereas no Power of leasing for any Purpose is contained in the said Will: And whereas it would be for the Benefit of all Persons interested and to become interested under the said Will if Leases for Twenty-one Years of the Lands and Hereditaments thereby devised could be granted: And whereas the Lands and Hereditaments devised by the said recited Will might be advantageously let for Mining Purposes, and it would be greatly for the Benefit of the Persons interested and to become interested in those Lands and Hereditaments under the said Will if Mining Leases of those Lands and Hereditaments, and other Easements, Liberties, and Privileges in and over the same, could be granted; but the Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore your Majesty's most dutiful and loyal Subjects, the said *Robert Calverly Bewicke* and *James Hall*, as such Trustees as aforesaid, and they and the said *Thomas Poole Ward* and *Mary Ann* his Wife, as Guardians of the Infant Children of the said Testator, and the said *Thomas Poole Ward* and *Mary Ann* his Wife, in respect of the Devises and Bequests made to the said *Mary Ann Ward* in and by the said recited Will, 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:

Wilkinson
with Thomas
Poole Ward,
dated 3rd
Aug. 1853.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Wilkinson's Estate Act, 1854.*"

Short Title.

[Private.]

4 y

II. That

Wilkinson's Estate Act, 1854.

Interpreta-
tion of
Terms:

II. That in this Act, and so far as relates to the Construction of the same, 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,)

The Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate:

The Expression "the said Trustees" shall mean any the Trustees for the Time being, or any the sole Trustee for the Time being of the said recited Will of the said *Anthony Wilkinson*, deceased:

The Word "Rent" shall include Tolls, Duties, Royalties, and Reservations of every Kind, reserved and made payable in or by any Contract, Agreement, or Lease.

Power to
Trustees to
grant
Mining
Leases.

III. That it shall be lawful for the said Trustees from Time to Time after the passing of this Act, during the Subsistence of any of the Uses or Trusts limited or expressed in and by the said Will of the said *Anthony Wilkinson*, deceased, of and concerning his Real Estate, by some Writing under their Hands, to contract and agree to demise or lease, and afterwards, by any Deed to be by them duly executed, and either referring or not referring to this present Power, to demise or lease, or in the first instance, and without any such previous Contract or Agreement, by any such Deed to demise or lease all and every or any of the Pits and Mines, and Seams, Veins, Beds, and Strata of Coal, Lead, Ironstone, and Minerals, within, under, or upon any of the Hereditaments devised by the said Will of the said *Anthony Wilkinson*, deceased, and also such and such Part of the same Hereditaments as may be thought proper or expedient to be demised therewith, unto any Person or Persons, for any Term of Years not exceeding Sixty Years, with such Easements, Privileges, Rights, Liberties, Powers, and Authorities over, upon, under, out of, or with respect to all or any of the said Hereditaments so devised as aforesaid, whether for the Purpose of exploring or searching for any Minerals within or under the said Hereditaments so devised as aforesaid, or any other Hereditaments whatsoever, sinking Pits, depositing Refuse, or any Minerals, making Roads and Tramways or Railways, making, diverting, or using Waters or Watercourses, erecting Agents and Workmen's Houses, Smelting Furnaces, Coke Ovens, and other Buildings, Works, and Conveniences, making Bricks, winning, working, and carrying away any such Seams, Veins, Beds, and Strata as aforesaid, to be gotten out of the Lands or Grounds of any other Person, or otherwise, as may be required by the Lessee to use and work such Pits and Mines, and to search for, win, work, lead away, and dispose of, and convert and manufacture such Seams, Veins, Beds, Minerals, and Strata, as first above-mentioned,

Wilkinson's Estate Act, 1854.

mentioned, either alone or together with any other such Seams, Veins, Beds, Minerals, and Strata as aforesaid in or to be gotten out of the Lands or Grounds of any other Person, in the most convenient and beneficial Manner, and as the Trustees shall deem proper or expedient to be granted therein, and also to demise or lease all or any Part of the said Hereditaments so devised as aforesaid, or any Way-leave or Way-leaves, or other Rights or Privileges, over, under, upon, out of, or with respect to the same, unto any Person, for any Purpose whatsoever, for any Term of Years not exceeding Twenty-one Years, for any such Demise, unless the same be made to some Person who shall improve or covenant to improve the demised Premises, by laying down Tramways or Railways, or by repairing any Tramways or Railways thereon, and then for any Term not exceeding Sixty Years, such Terms of Years not exceeding Sixty Years and Twenty-one Years respectively to take effect in possession either immediately upon or within Twelve Calendar Months after the granting thereof, and not otherwise in reversion or by way of future Interest, and to commence or be computed from the Date of the Contract if there be a previous Contract, or of the Lease if there be not any previous Contract, as the Case may be, with full Power for the said Trustees, if they shall think proper, to authorize and insert in any Agreement or Lease to be made or granted under this Act, a Power for the Lessee, his Executors, Administrators, and Assigns, to surrender his Term and Interest thereunder at the End of the First or any other Year or Years of the Term as the said Trustees may think proper, and also a Power for the Lessee, his Executors, Administrators, and Assigns, to remove and take away all or any of the Steam Engines or other Engines, Furnaces, Buildings, and other Fixtures, Machinery, and Erections, that may be placed by him on the demised Premises, and also such other Powers, Agreements, and Clauses, whether of the same or the like Nature with those herein-before expressed or differing therefrom, as may be thought reasonable or expedient by the said Trustees, and so as in every Agreement and Lease to be made under this Act there be respectively reserved and made payable, during the Continuance of the Term or Terms of Years to be thereby created, the best and most improved yearly Rent, whether yearly and certain, or contingent, or otherwise, which can, under the Circumstances of the Case, be reasonably obtained for the same, without taking any Fine or Foregift, and so as in every such Lease there be contained a Condition or Power of Re-entry, or a Power to make void and determine the same, in case the Rent thereby reserved shall be unpaid for the Space of Twenty-one Days, or some other reasonable Time to be therein specified, or for Non-performance or Non-observance of any of the Covenants or Agreements on the Part of the Lessee therein contained, except such, if any, of the same Covenants or Agreements (not being for the Payment of Rent) as the said Trustees

Wilkinson's Estate Act, 1854.

Trustees shall think it reasonable to except, and also with or without, as the said Trustees shall think fit, a Proviso that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend, except of the Covenant for Payment of Rent, and of such Covenants or Agreements, if any, as the said Trustees shall think it reasonable to except, shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless and until Judgment shall have been obtained in an Action for such Breach, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action, and so as the Lessee do execute a Counterpart of such Agreement or Lease as shall be made to him, and be not thereby exempted from Punishment for committing Waste further than the Objects or Purposes of such Agreement or Lease shall require: Provided always, that the Proviso or Condition of Re-entry herein-before required to be inserted in every such Lease as aforesaid may, if the said Trustees shall think fit, be so divided and apportioned as on the Breach of any of the Covenants or Agreements to which the same Proviso or Condition shall extend (except such, if any, of the same Covenants and Agreements as the said Trustees shall think it reasonable to except) to give a Right of Re-entry into or upon any Part or Parts only to be specified in the Lease, and in respect of which the Breach shall have occurred of the demised Hereditaments: Provided also, that there may be contained in every such Lease as aforesaid such further or other Covenants, Provisoes, Conditions, Restrictions, and Stipulations as to the said Trustees shall appear reasonable, so that they be for the general Benefit of the Estate, and regard be had therein to the respective Interests of as well the Person or Persons respectively entitled or interested in reversion as the Person or Persons respectively entitled or interested in possession to or in the said Hereditaments.

Contracts may be added to, explained, or altered.

IV. That the said Trustees may from Time to Time enter into any new Covenant or Agreement by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements contained in any Contract entered into by virtue of this Act, so that such Contract, when so added to, explained, or altered, be conformable with the Provisions of this Act.

Persons contracting for a Lease may be released.

V. That the said Trustees may from Time to Time release any Person with whom any such Contract is entered into, his Heirs, Executors, Administrators, and Assigns, of and from the Observance of such Contract, or any Part thereof; and, if the said Trustees shall think it expedient, may enter into any new Covenants or Agreements with such Person, his Executors, Administrators, or Assigns, in lieu of the Contract

Wilkinson's Estate Act, 1854.

tract or the Part thereof so released ; so, nevertheless, that after any such partial Release such Contract, and that any such new Covenants or Agreements, be conformable with the Provisions of this Act, and so that the said Trustees do not take any Premium, or any thing in the Nature thereof, for any such Release or new Contract.

VI. That the Certificate in Writing of the said Trustees acknowledging that they have received a Counterpart or Duplicate of any Agreement or Lease shall be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed, and delivered to the said Trustees.

Certificate that a Duplicate has been received to be *primâ facie* Evidence of it.

VII. That it shall be lawful for the said Trustees to confirm any Lease that shall have been granted before the passing of this Act of or concerning any of the said Hereditaments so devised as aforesaid, if the same Lease, when confirmed, shall be conformable to the Provisions of this Act, and also from Time to Time to confirm any Lease purporting to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in granting the same, or in entering into the Contract for the same, such Lease is thought to be void or voidable, or may grant any new Lease pursuant to the Provisions of this Act, in lieu of any such Lease as aforesaid, for any Estate or Term not exceeding the then Residue of the Estate or Term granted, or purported to be granted, by the original Lease, and, as to any such new Lease, at and under the same yearly Rent as was, or a larger Rent than was, reserved by the original Lease.

Leases may be confirmed.

VIII. That the said Trustees may from Time to Time, if they think fit, accept a Surrender of any Contract, Agreement, or Lease of or concerning any of the said Hereditaments so devised as aforesaid which shall be subsisting at the passing of this Act, or made thereunder, and whether the same shall be valid and unimpeachable, or void or voidable.

Power to accept a Surrender of a Contract or Lease.

IX. That if the Possession of any Mines, Minerals, Land, or other Hereditaments comprised in any Contract, Agreement, or Lease made under this Act, or in any previously subsisting Agreement or Lease, be recovered under any Condition of Re-entry therein contained, or otherwise resumed, then and in every such Case the said Trustees may grant Leases and enter into Contracts for granting Leases, and afterwards grant Leases of the same Premises, in like Manner as if a Lease or a Contract for a Lease thereof had not been previously granted or entered into.

Power to grant Leases of Premises resumed.

[Private.]

X. That

Wilkinson's Estate Act, 1854.

Leases to be valid, though they vary from the Contracts.

X. That every Lease granted under this Act and conformable with the Provisions thereof shall be deemed to be duly granted, although it was preceded by a Contract, and such Contract was not in all respects in due Accordance with the Provisions of this Act, or was not in all respects duly observed, and whether the Lease shall or shall not purport to be made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract.

Contracts not to be part of Title.

XI. That after any Lease is made or granted conformably with the Provisions of this Act, the Contract for such Lease, if any such there be, shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Application of the Rents of Mining Leases.

XII. That the said Trustees shall, in the first place, out of the net Rents from Time to Time received by them by virtue of any Mining Lease granted or confirmed by virtue of this Act, pay all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act; and after and subject to the Payment of such Costs, Charges, and Expenses, the said Trustees shall from Time to Time pay into the Bank, in the Manner herein-after directed, One equal Fourth Part of the clear net Rents from Time to Time received by them by virtue of any Mining Lease granted or confirmed by virtue of this Act.

Remainder pursuant to the Will of Anthony Wilkinson.

XIII. That such Parts of the Rents received under any Mining Lease granted or confirmed under this Act as shall not be paid and disposed of under the Directions herein-before contained shall be paid, applied, and disposed of in the same Manner as the annual Rents and Profits of the Lands under which the Minerals demised shall lie shall for the Time being be payable and applicable under and pursuant to the Uses, Limitations, and Directions contained in the said Will of the said *Anthony Wilkinson*, deceased, of and concerning the same

Application of other Rents.

XIV. That the Rents reserved by any Contract or Lease made under this Act for any Purpose other than a Mining Purpose shall be paid to the Person for the Time being legally entitled to the Rent reserved by such Contract or Lease, or entitled to the legal Reversion immediately expectant on the Determination of the Term thereby granted; and such Rents, when received by such Person entitled as aforesaid, shall be paid and applied by him pursuant to the Uses, Limitations, and Directions contained in the said recited Will of the said *Anthony Wilkinson*, deceased, of and concerning the Rents and Profits of the Lands and Hereditaments comprised in such Contract or Lease.

XV. That

Wilkinson's Estate Act, 1854.

XV. That all Monies by this Act directed to be paid into the Bank shall from Time to Time be paid by the said Trustees into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Persons interested in the Settled Estates of *Anthony Wilkinson, deceased,*" pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of that Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

Mode of
paying
Monies to be
paid into the
Bank.

XVI. That the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt the said Trustees, their Heirs, Executors, Administrators, or Assigns, or any of them, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof.

Receipt for
Monies paid
into the
Bank.

XVII. That upon a Petition or Motion to be preferred or made to the Court of Chancery in a summary Way, or upon an Application to be made to any of the Judges of the said Court at Chambers by any Person interested in the Lands for the Time being subject to such of the recited Trusts or Limitations of the Will of the said *Anthony Wilkinson, deceased,* as for the Time being subsist, or in the Monies paid into the Bank pursuant to this Act, or by the Guardian of any such Person being an Infant, the Court or Judge may and is hereby required to order all such Monies so paid into the Bank to be from Time to Time laid out in such Manner as the Court or Judge directs in the Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Lands for the Time being subject to those Trusts or Limitations, or in the Purchase of any Freehold or Copyhold Lands in *England* or *Wales* whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances except Quit Rents, Land Tax, and other Outgoings of that Nature.

Application
under Direc-
tion of Court
of Chancery
of Monies
paid into the
Bank.

XVIII. That the Lands from Time to Time purchased under this Act shall immediately after the Purchase thereof be conveyed to such Uses, upon such Trusts, and subject to such Powers and Provisoes, as will nearest correspond with the Uses, Trusts, Powers, and Provisoes which in and by the said recited Will of the said *Anthony Wilkinson, deceased,*

Lands pur-
chased to be
conveyed to
the Uses of
the Will of
Anthony
Wilkinson.

are

Wilkinson's Estate Act, 1854.

are limited, declared, expressed, and contained of and concerning the Lands and Hereditaments thereby devised in strict Settlement, or such of them as shall be then subsisting undetermined and capable of taking effect or being exercised, but nevertheless not so as to increase any Charges thereon.

All Monies not ordered to be applied by the Court to be invested in Exchequer Bills.

XIX. That all Monies which pursuant to this Act are to be paid into the Bank shall, until such Monies be applied or be invested or laid out pursuant to this Act, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of Exchequer Bills.

XX. That the Court may make such General or Special Order if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are in Course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange, and in that Event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Exchequer Bills to be deposited in the Bank of England.

XXI. That all such Exchequer Bills shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain till the same be, upon a Petition or Motion to be preferred or made to the said Court in a summary Way, ordered to be sold by the Accountant General for completing any Purchase, or for any other of the Purposes of this Act.

Profits on Sale of Exchequer Bills.

XXII. That if the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then and in that Case alone the Surplus which remains after discharging the Expenses of the Application to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased and settled pursuant to this Act, or to the Representatives of such Person.

Court of Chancery to make Orders for Payment and Taxation of Costs.

XXIII. That the Court upon Petition or Motion preferred or made in a summary Way, or any of the Judges of the said Court upon an Application made to him at Chambers, may from Time to Time make such Orders as the Court or Judge shall think just for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred

Wilkinson's Estate Act, 1854.

incurred in making the several Applications to the Court or any Judge thereof in pursuance of this Act, and in paying into the Bank such Monies as are by this Act directed to be paid in, and in taking such Monies out of the Bank, and discharging Incumbrances, or investing such Monies or any of them in any Purchase or otherwise, as by this Act authorized, and in investigating the Title to the purchased Lands, or otherwise in carrying the Trusts and Purposes of this Act into Execution, and also may from Time to Time make such Orders as the Court or Judge may think just for Payment of all such Costs, Charges, and Expenses out of the Monies aforesaid into the Bank, or out of the Monies arising by Sale of the Exchequer Bills.

XXIV. Provided always, That no Contract, Agreement, or Lease purporting to be made under this Act, nor any Act to be done under the general Power to improve herein-before contained, shall be valid unless the same be made or done with the Consent in Writing of the Person who shall for the Time being be entitled, as Tenant for Life or Tenant in Tail, to the actual Possession of the said Hereditaments devised by the said recited Will in strict Settlement as aforesaid, under the said Limitations therein contained, or to the Receipt of the Rents and Profits thereof, if such Person shall be of the Age of Twenty-one Years or upwards, and within the United Kingdom of *Great Britain and Ireland*, and competent to give such Consent at the Time such Contract, Agreement, or Lease shall be made, or such Act as last aforesaid shall be done.

Consent to
exercise of
Powers.

XXV. That the said Trustees respectively, and their respective Heirs, Executors, and Administrators, shall be charged and chargeable respectively for such Monies only as they respectively actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving, signing, or doing, or joining in giving, signing, or doing, any Receipt or Act for the sake of Conformity; and any One or more of them shall not be answerable or accountable for any other or others of them, or for involuntary Losses; and they and any of them may, with or out of the Monies which come to their or his Hands by virtue of the Trusts or Provisions of this Act, retain and reimburse to or for themselves respectively, and allow to the others of them respectively, all Costs and Damages and Expenses which they or any of them suffer, sustain, expend, disburse, or are put unto in or about the Execution of the several Trusts, Powers, and Provisions of this Act, or in relation thereto.

Trustees to
be answer-
able only for
Monies
actually
received.

XXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Adminis-

General
Saving.

[*Private.*]

Wilkinson's Estate Act, 1854.

trators, (other than and except the said *Robert Calverly Bewicke* and *James Hall*, as such Trustees as aforesaid, their Heirs, Executors, Administrators, and Assigns, and also the said *Robert Calverly Bewicke* and *James Hall*, and their respective Executors and Administrators, in respect of the Devises and Bequests made to them in and by the said recited Will, and also the said *Thomas Poole Ward* and *Mary Ann* his Wife, and the said *Anthony Wilkinson*, *Clennell Wilkinson*, *Mary Ann Wilkinson*, and *Emily Spearman Wilkinson*, the Four Children of the said Testator *Anthony Wilkinson*, deceased, and their respective Sons and Daughters, Executors and Administrators, and the Heirs of the respective Bodies of such Sons and Daughters respectively, and the right Heirs of the said Testator *Anthony Wilkinson*, and the said *Louis Charles Tennyson D'Eyncourt*, and *Thomas Fenwick*, their Executors and Administrators, and their Cestuis que Trusts, Assigns, and every other Person to or on whom any Estate, Charge, Right, Title, or Interest at Law or in Equity, in, to, out of, upon, or affecting the said Hereditaments devised by the said recited Will as aforesaid, or any Part or Share thereof, hath been limited, and hath descended or devolved, or shall hereafter descend or devolve, by or by virtue of or under the said recited Will of the said *Anthony Wilkinson*, deceased,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments so devised as aforesaid, or any Part or Share thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not passed.

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

XXVII. That 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.