



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 6.

An Act for authorizing the granting of Building Leases of Lands held under the Will of *William Green* deceased, situate at *Rumworth* in the County of *Lancaster*. [10th July 1854.]

**W**HEREAS *William Green*, late of *Rumworth* in the County of *Lancaster*, Yeoman, deceased, duly made and published his last Will and Testament in Writing, dated the Nineteenth Day of *July* One thousand eight hundred and forty-four, and thereby, after directing the Payment of his just Debts, Funeral and Testamentary Expenses, out of his Personal Estate, he gave and bequeathed unto his Nephew *John Green*, the Son of his Brother *Edward*, the Sum of Ten Pounds Sterling, with a Gift thereof over in case his said Nephew should die before him (which Event did not happen); he also gave and bequeathed to such Child or Children of his Nephew *William Green*, another Son of his said Brother *Edward*, as might be living at his the said Testator's Death, the further Sum of Ten Pounds Sterling, to be equally divided amongst them; he also gave and bequeathed to such Child or Children of his late Sister *Catherine Carlyle* as might be living at his Death the further Sum of Twenty Pounds Sterling, equally to be divided amongst them; he also gave and bequeathed to such Child or Children

Will of *William Green*, dated 19th July 1844.

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of his late Sister *Nancy Chadwick* as might be living at his Death the further Sum of Twenty Pounds Sterling, equally to be divided amongst them; and he gave, devised, and bequeathed unto *William Green* of *Hindley* in the County of *Lancaster* (Son of *William* and *Ann Green*), Cheesemonger, (herein-after referred to as *William Green* the Devisee,) *Richard Kellett* of *Westhoughton* in the said County, Wheelwright, and *Edward Leach* of *Westhoughton* aforesaid, Farmer, their Heirs, Executors, and Administrators, all his Freehold and Leasehold Messuages, Lands, Tenements, and Hereditaments, and all other his Real and Personal Property and Chattels, of what Nature or Kind soever, upon trust, as to all his Carts, Cattle, Farming Utensils, and Furniture, to sell and dispose of the same as soon as conveniently might be after his Decease, and upon trust, as to all other his Real and Personal Estate, to stand possessed of the Rents and Profits thereof, together with the Monies to arise from the therein-before mentioned Sale, or otherwise, for the Purposes following; that is to say, upon trust that they the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach*, their Executors or Administrators, should (and he thereby directed and empowered them accordingly) erect and build throughout, so soon as conveniently might be, a good and substantial House, Barn, and Premises in the lower End of a certain Field belonging to him, called the *Lime Field* in the said Township of *Rumworth*, and, further, that they should pull down and demolish the Cottage belonging to him, and then occupied by *John Platt*, and standing opposite to *Deane Church*, and on the Site and in the Stead thereof erect a good and respectable House, and, further, that they should erect or cause to be erected a Shed in the Back Yard of the *Stag's Head* Public House near *Deane Church* aforesaid, capable of holding at One Time Three Carts and Three Carriages; and in order to prevent any Misunderstanding as to the Extent and Situation of the Buildings and Shed thereby ordered and directed to be built as aforesaid, he thereby declared that he had got a Plan showing the Extent and Situation of the said Buildings, which would be annexed to his said Will; and he thereby declared it to be his Will that the said Buildings should be in the Situation and of the Dimensions there set forth; and upon further trust, from and after the Erections and Alterations therein-before directed should have been made, that they the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach*, their Executors and Administrators, should stand possessed of the Rents and Profits issuing and arising from his Real and Leasehold Estate, and of all other his Monies and Effects, until the same should have accumulated and should amount to the Sum of Three hundred and ten Pounds, which he thereby gave and bequeathed as follows; to *Thomas Carlyle*, Son of the said *Catherine Carlyle*, Ten Pounds, in addition to his Share of the said Twenty Pounds therein-before given and bequeathed to the Children of the said *Catherine Carlyle*; to *Catherine Green* of *Hindley* aforesaid the Sum of One hundred Pounds; to *Margaret Atherton*, Wife of *William Atherton* of *Hindley* aforesaid, Tailor,

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Tailor, the Sum of One hundred Pounds; and to *Mary Green* of *Hindley* aforesaid, the Sum of One hundred Pounds; and he thereby declared it to be his Will and Mind that each of the Three several Sums of One hundred Pounds should be paid to the separate Use of the said *Catherine Green*, *Margaret Atherton*, and *Mary Green*, and be free from the Control, Debts, and Liabilities of their respective then present or future Husbands; and as to all the Rest, Residue, and Remainder of his Real and Personal Estate and Effects, whatsoever and wheresoever, not thereby specially disposed of, he gave, devised, and bequeathed the same and every Part thereof unto the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach*, their Executors and Administrators, upon trust to pay the same unto the said *William Green* the Devisee for and during his natural Life; provided nevertheless, that the said *William Green* the Devisee should not anticipate the Rents and Profits of the said Real and Personal Estate, or any Part thereof, by Mortgage, Sale, or otherwise; and in case he should so anticipate the same, then the said Testator thereby gave, devised, and bequeathed the same unto the said *Catherine Green*, *Margaret Atherton*, and *Mary Green*, to be divided equally amongst them, and the Survivors and Survivor of them, for and during the natural Life of the said *William Green* the Devisee; and from and after the Death of the said *William Green* the Devisee the said Testator gave, devised, and bequeathed the same and every Part thereof unto the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach*, their Executors and Administrators, upon trust to pay and divide the same unto and equally amongst the Children of the said *William Green* the Devisee, until such Time as only One of the Children of the said *William Green* the Devisee should survive; and when and so soon as One Child only of the said *William Green* the Devisee should survive, then the said Testator declared it to be his Will and Mind and he thereby gave, devised, and bequeathed all that his said Real and Personal Estate and all other his Effects whatsoever unto such Survivor, his or her Heirs, Executors, Administrators, and Assigns, absolutely; and in case the said *William Green* the Devisee should die without leaving Child or Children him surviving, then the said Testator declared it to be his Will and Mind and he thereby directed the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach*, their Executors and Administrators, to stand possessed of the Rents, Issues, and Profits of the said Real, Leasehold, and Personal Estate upon trust to pay and divide the same unto and equally amongst the said *Catherine Green*, *Margaret Atherton*, and *Mary Green*, for their sole and separate Use, free from the Control, Debts, and Liabilities of their respective present or any future Husbands until such Time as only One should survive; and when and so soon as One only of them the said *Catherine Green*, *Margaret Atherton*, and *Mary Green* should survive, then the said Testator declared it to be his Will and Mind and he thereby gave, devised, and bequeathed all that his Real and Personal Estate and all other his Effects whatsoever unto such Survivor,  
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Codicil to  
Will, dated  
7th July  
1852.

her Heirs, Executors, Administrators, and Assigns, absolutely; and the said Testator thereby nominated and appointed the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach* Trustees and Executors of his said Will; and he thereby declared, that neither of them should be liable or accountable, under the Trusts thereby in them reposed, otherwise than for his own Receipts, Acts, Neglects, and wilful Defaults, and that the Receipts of the said *William Green* the Devisee, *Richard Kellett*, and *Edward Leach* should be valid and binding for all Monies received under his said Will, and that they should be at liberty, from and out of any Part of the aforesaid Trust Monies and Estate, to retain and reimburse themselves their respective Costs and Expenses of extinguishing the Trusts thereby in them reposed: And whereas the said Testator duly made and published a Codicil to his said Will, dated the Seventh Day of *July* One thousand eight hundred and fifty-two, and thereby, after reciting that he had in his said Will given and bequeathed to such of the Children of his late Sister *Catherine Carlyle* as might be living at his Death the Sum of Twenty Pounds Sterling, to be divided equally amongst them, and that he had also given and bequeathed to such of the Children of his late Sister *Nancy Chadwick* as might be living at his Death the Sum of Twenty Pounds Sterling, equally to be divided amongst them, he declared it to be his Will and Mind that the therein-before mentioned Legacies should be revoked and made null and void, and he thereby revoked and made null and void the same, and in lieu and stead thereof he thereby gave and bequeathed to such of the Issue of his said late Sister *Catherine Carlyle* as might be living at his Death the Sum of Nineteen Pounds Nineteen Shillings Sterling, to be equally divided amongst them, if more than One; he also gave and bequeathed to such of the Issue of his said late Sister *Nancy Chadwick* as might be living at his Death the Sum of Nineteen Pounds Nineteen Shillings Sterling, to be equally divided amongst them, if more than One; and he also gave and bequeathed unto the said *Thomas Carlyle* (therein described as *Thomas Carlyle of Lostock* in the said County of *Lancaster*, Weaver,) during his natural Life the Sum of Three Shillings and Sixpence *per Week*, the same to be paid to him monthly by the said Testator's Trustees and Executors out of his Personal Estate, and if his said Personal Estate should be insufficient, he directed the same to be paid out of his Real Estate, and he thereby charged the same thereon accordingly; and after reciting that in his said Will he had appointed *Edward Leach* of *Westhoughton* in the said County, Farmer, One of the Trustees and Executors thereof, which said *Edward Leach* was then (that is to say, at the Time of the making of the said Codicil) deceased, and that he had in his said Will appointed *Richard Kellett* of *Westhoughton* aforesaid, Wheelwright, One of the Trustees and Executors of his said Will, and that the proper Name of the said *Richard Kellett* was *Richard Kellett Tonge*, and that he ought to have been described therein as *Richard Kellett Tonge*, the said Testator thereby declared that his said Will should be read and construed as if he had been

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been so described therein; and he thereby appointed the said *Thomas Carlyle* and *James Platt* of *Rumworth* aforesaid, Wheelwright, Trustees and Executors of his said Will; and he declared that his said Will should be read and construed as if the Names of the said *Thomas Carlyle* and *James Platt* had been originally inserted therein; and after providing for the Appointment of new Trustees of his said Will and Codicil in the Place of such Trustees as should die or be desirous of being discharged, or refuse or become incapable to act, he in all other respects confirmed his said Will: And whereas the said Testator died on or about the First Day of *January* One thousand eight hundred and fifty-three, without having revoked or altered his said Will or Codicil, except so far as the said Will was revoked or altered by the said Codicil; and the said Will and Codicil were proved by the said *William Green* the Devisee, *Richard Kellett Tonge*, and *James Platt* alone, on the Twelfth Day of *March* One thousand eight hundred and fifty-three, in the Consistory Court of the Bishop of *Chester*, the said *Thomas Carlyle* having renounced Probate thereof: And whereas no such Plan as was mentioned in the said Will, nor any Plan of any other Description whatsoever, was annexed, at the said Testator's Death, to the said Will or the said Codicil: And whereas by a Deed Poll, dated the Twenty-seventh Day of *May* One thousand eight hundred and fifty-three, under the Hand and Seal of the said *Thomas Carlyle*, he the said *Thomas Carlyle* disclaimed and renounced all Estates by the said Will and Codicil devised and bequeathed unto the said *William Green* the Devisee, *Richard Kellett Tonge*, *Thomas Carlyle*, and *James Platt*, and all the Real and Personal Estates, Trusts, Powers, and Authorities whatsoever given, devised, or bequeathed by the said Will and Codicil to the said *Thomas Carlyle* as such Trustee as aforesaid, jointly with the said *William Green* the Devisee, *Richard Kellett Tonge*, and *James Platt*, or otherwise howsoever, and all Trusteeship in respect thereof, and all Rights, Powers, and Privileges relating thereto or in anywise belonging or appertaining: And whereas the said *Catherine Green* intermarried, in the Month of *May* One thousand eight hundred and forty-seven, with *Ambrose Johnson* of *Hindley* aforesaid, Collier; and the said *Mary Green* intermarried, in the Month of *June* One thousand eight hundred and forty-five, with *Thomas Topping* of *Bedford* in the said County of *Lancaster*, Weaver: And whereas all the Debts of the said *William Green* the Testator which have come to the Knowledge of his Trustees and Executors, and also all his Funeral and Testamentary Expenses, and also all the Legacies bequeathed by the said Will and Codicil (except such of them as were revoked by the said Codicil, and except also the said Sum of Three Shillings and Sixpence *per Week* bequeathed by the said Codicil to the said *Thomas Carlyle*, but including the said several Sums of Ten Pounds, One hundred Pounds, One hundred Pounds, and One hundred Pounds, making together the Sum of Three hundred and ten Pounds, bequeathed by the said Will to the said *Thomas Carlyle*, *Catherine Green*, *Margaret Atherton*, and *Mary Green* respectively); were paid, shortly after the Death of the said Testator, out of his Personal Estate, and

Deed Poll,  
dated 27th  
May 1853.

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by an Indenture dated the Twenty-sixth Day of *May* One thousand eight hundred and fifty-three, and made between the said *John Green* of the First Part, *Edward Green*, Mechanic, *William Micketricks*, Labourer, and *Margaret* his Wife, and *Ellen Green*, Spinster, (which said *Edward Green*, *Margaret Micketricks*, and *Ellen Green* were the only Children of the said *William Green*, Nephew of the said Testator, who were living at the said Testator's Death,) of the Second Part, the said *Thomas Carlyle* and *Elizabeth Carlyle*, Widow and Administratrix of the Goods, Chattels, and Credits of *Jeffrey Carlyle* deceased, (which said *Thomas Carlyle* and *Jeffrey Carlyle* were the only Children of the said *Catherine Carlyle*, Sister of the said Testator, who were living at the said Testator's Death,) of the Third Part, *John Chadwick*, Labourer, *Thomas Hindle*, Labourer, and *Betty* his Wife, and *Alice Crook*, Widow, (which said *John Chadwick*, *Thomas Hindle*, and *Alice Crook* were the only Children of the said *Nancy Chadwick*, Sister of the said Testator, who were living at the said Testator's Decease), of the Fourth Part, the said *Thomas Carlyle* also of the Fourth Part, the said *Catherine Green*, then *Catherine Johnson*, of the Fifth Part, the said *Margaret Atherton* of the Sixth Part, the said *Mary Green*, then *Mary Topping*, of the Seventh Part, and the said *William Green* the Devisee, *Richard Kellett Tonge*, and *James Platt*, of the Eighth Part, a Release was given for the same several Legacies: And whereas the said *William Green* the Devisee is living, but has no Issue, and the said *Catherine Johnson*, *William Atherton* and *Margaret Atherton* his Wife, and *Thomas Topping* and *Mary Topping* his Wife, are respectively living, and the said *Thomas Carlyle* is also living, but it is not known whether the said *Ambrose Johnson* is living, he having, in the Month of *April* One thousand eight hundred and fifty-four, abandoned his said Wife, and gone (as is supposed) to *America*, and not having since, to the Knowledge of his said Wife, returned to this Country: And whereas the Real Estate of the said Testator devised by his said Will comprises the Lands described in the Schedule to this Act, which Lands are situate in the Township of *Rumworth* and Parish of *Deane* in the County of *Lancaster*, and as to Part thereof lie in a Place called *Daubhill*, which is a thriving and very much improving Locality, and immediately adjoin the Borough of *Bolton*, and as to the Residue thereof lie near to the Parish Church of *Deane* aforesaid, in the Centre of the Village known as *Deane Church*: And whereas since the Date and Execution of the said Will of the said *William Green* the Circumstances and Nature of the Land devised by the same, and of the Land and Property adjoining thereto, have become materially altered, and the Directions contained in the said Will for the Erection of a good and substantial House, Barn, and Premises in the said Field called *Lime Field* are no longer applicable, and the said Lands, from their local Situation, and from the Demand for Dwelling Houses and Erections for Manufactories and other Works in the immediate Neighbourhood thereof, are extremely eligible for Building Purposes; and the said Testator, shortly before his Death, expressed his Intention of making

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making Provision for the granting of Building Leases of the said Lands, but failed to carry such Intention into effect: And whereas it would be highly advantageous to all Persons interested if Powers were given of leasing the said Lands for Building Purposes; but such Powers cannot be given without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Green* the Devisee, *Catherine Johnson*, *William Atherton* and *Margaret Atherton* his Wife, and *Thomas Topping* and *Mary Topping* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. That it shall be lawful for the said *William Green* the Devisee, during his Life, and after his Death for the Trustees or Trustee for the Time being of the herein-before recited Will and Codicil during the Minority of any Child of him the said *William Green* the Devisee, from Time to Time, by any Deed, whether indented or not, to demise or lease the whole or any Part of the Lands described in the Schedule to this Act, together with any Buildings then standing thereon, for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build any House or other Building on the Lands so demised or leased, or to finish or repair or improve any House or other Building on such Lands, or to erect or build any House or other Building thereon in lieu of or in addition to any House or other Building, or who shall be willing to annex such Lands or any Part thereof as a Garden, Paddock, Yard, or other Convenience to any House or other Building then erected or built or to be erected or built on any other Part of the said Lands described in the Schedule to this Act, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down any Building on the said Lands demised or leased, and to dispose of the Materials thereof in such Manner as may be agreed on; and also with or without Liberty for the Lessee or Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate convenient Parts of the said Lands demised or leased for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Use or Convenience of the Tenants or Occupiers of such Villas; and also with or without Liberty for the Lessee or Lessees to set out and allot any Part of the said Lands demised or leased for the Sites of Streets, Squares, Crescents, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, or Shrubberies, or otherwise for the Use or Convenience of all or any of the Tenants or Occupiers of the said Lands described in the Schedule to this Act, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises

Power to  
lease Lands,  
&c. in Sche-  
dule for 999  
Years.

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Premises or any Part thereof; and also with or without Liberty for the Lessee or Lessees to dig and make, under the Lands so set out and allotted, any Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to fell, dig, and raise, and to use or carry away, or sell or dispose of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the said Lands demised or leased which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to manufacture any such Earth, Clay, Loam, Sand, or other Substances or Things into Bricks, Tiles, or other Articles to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of as may be agreed upon, so as all Monies arising from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, be paid to or received by the Trustees or Trustee for the Time being of the herein-before recited Will and Codicil, to be held upon the same Trusts as are declared by the said Will and Codicil of the ultimate Residue of the Estate of the said *William Green* the Testator, or such of them as shall be subsisting or capable of taking effect, the said Trustees or Trustee being hereby empowered to invest the same Monies in any of the Public Stocks or Funds of *Great Britain*, or upon Government or Real Securities in *England*. or *Wales*, and at their or his Discretion to vary such Investments; and also with or without Liberty to use and enjoy any Lands to be appropriated as Easements or Conveniences under the Power in that Behalf herein-after contained, or under this Power; and also with or without any other Liberties, Easements, or Privileges which the Lessor or Lessors for the Time being may think reasonable, or which may be usual in Leases of a similar Description; so as in every such Lease there be reserved and made payable the best yearly Rent, to be incident to the immediate Reversion upon the Term thereby granted, which, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Premises, can be reasonably obtained, such Rent to be made payable by half-yearly or quarterly Payments (except that during a Time not exceeding the first Three Years of the said Term granted by such Lease the said Rent may, if the Lessor or Lessors shall think proper, be of trifling or merely nominal Amount); and so as every such Lease be made without taking for the making thereof any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, except the Money which may be expended by the Lessee or Lessees in building upon or improving the said Premises, or which may arise from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith; and so as in every such Lease made for the Purpose of having Houses or other Buildings erected and built or finished there be contained a Covenant on the Part of the Lessee or Lessees to build and finish or to finish



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finish such Houses or other Buildings within a Time to be therein specified for that Purpose; and so as in every such Lease made for the Purpose of having Buildings repaired or improved there be contained a Covenant on the Part of the Lessee or Lessees to make and finish the intended Repairs or Improvements within a Time to be therein specified for that Purpose; and so as in every such Lease, whether for building, finishing, repairing, or improving, or otherwise, there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises therein comprised, and also a Covenant for keeping the Houses and other Buildings erected and built or to be erected and built or repaired or improved on the Land comprised in such Lease (except so far as the same shall be thereby authorized to be taken down) in repair during the Term thereby granted, and also a Covenant for permitting the Landlord for the Time being, Twice at least in every Year, to enter and view, and also a Covenant for keeping the same Houses and other Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or One of the Public Offices for Insurance in *England*, and to lay out the Money to be received upon such Insurance, and all such further Sum of Money as shall be necessary, in rebuilding, repairing, or reinstating such Houses or other Buildings, and also a Covenant to surrender the Possession of and to leave in good Repair the demised Premises, with the Houses and other Buildings to be erected and built or repaired or improved thereon, at the Expiration or other sooner Determination of the Term thereby granted, or such Covenants on the Part of the Lessee or Lessees as shall be in Substance and Effect the same as or equivalent to the Covenants hereby specified; and so as in every such Lease there be contained a Provision or Condition of Re-entry for Nonpayment of the Rent thereby reserved for any Space to be therein specified, not exceeding Forty Days, or for Nonperformance or Nonobservance of any of the Covenants or Agreements therein contained, on the Part of the Lessee or Lessees (except such, if any, of the same Covenants and Agreements, not being for the Payment of Rent, as the Lessor or Lessors shall think it reasonable to accept,) and subject to a Proviso, if the Lessor or Lessors shall think fit, that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend, except the Covenant for Payment of Rent, and such other Covenants or Agreements (if any) as the Lessor or Lessors shall think it reasonable or proper to include in such Exception, shall give any Right of Re-entry until Judgment shall have been obtained in an Action for such Breach, and the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so as the Rent to be reserved in every such Lease as aforesaid be reserved generally, (that is to say,) without being made payable in express Terms

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to any particular Person or Persons; and so as the Covenants on the Part of the Lessee or Lessees to be contained in every such Lease as aforesaid be entered into, not only with the Lessor or Lessors, and his or their Assigns, or Heirs and Assigns, (as he or they may think fit,) but also (by way of separate Covenant) with the Person or Persons who during the Continuance of the same Lease shall be entitled for the Time being to the immediate Reversion expectant on the Term thereby granted, though such Person or Persons may not be a Party or Parties thereto; and so as such Covenants, and also the Proviso or Condition of Re-entry to be contained in every such Lease as aforesaid, be framed so as to enure for the Benefit of and to be enforceable and exerciseable by the Person or Persons to be so entitled for the Time being as last aforesaid, as well as the Lessor or Lessors, and his or their Assigns, or Heirs or Assigns, as the Case may be; and so as the respective Lessees do execute Counterparts of their respective Leases, and pay all Expenses of and incidental to such Leases and the Counterparts thereof, and be not by any Clause or Words in their respective Leases contained authorized to commit Waste, or exempted from Punishment for committing Waste, except so far as may be necessary for the Purposes hereby authorized: Provided nevertheless, that the Proviso or Condition of Re-entry hereby required to be inserted in every such Lease as aforesaid may, if the Lessor or Lessors shall think fit, be so divided or apportioned as on 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 Lessor or Lessors 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 Premises therein comprised: 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 Lessor or Lessors shall appear reasonable.

Covenants and Proviso for Re-entry to be enforceable by Reversioners, though not Parties to the Lease.

II. That all Covenants on the Part of the Lessee or Lessees to be contained in every Lease granted under the Powers of this Act, and also the Proviso or Condition of Re-entry to be contained in every such Lease, shall be enforceable and exerciseable by the Person or Persons who during the Continuance of such Lease shall be entitled for the Time being to the immediate Reversion expectant on the Term thereby granted, notwithstanding that such Person or Persons shall not be a Party or Parties to such Lease or Claim through any Party or Parties thereto, and such Covenants may be sued on by him or them accordingly.

Power to appropriate any Part of

III. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to set out and appropriate any Parts of the Lands hereby authorized to be leased as  
and

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and for Streets, Squares, Crescents, or other similar Spaces of Ground, Roads, Avenues, Ways, Paths, Passages, Watercourses, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or other Easements or Conveniences for the Use or Convenience of all or any of the Tenants or Occupiers of the said Lands, or of the Houses or other Buildings to be erected or built thereon, or for the general Improvement of the said Premises or any Part thereof, in such Manner, and upon such Terms, and either subject or without being subject to any annual or other Payments by such Tenants or Occupiers, as shall be mentioned or agreed upon in any Lease to be made in pursuance of this Act, or in any general Deed to be executed for that Purpose, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and by any such Lease or general Deed to give and grant such other Privileges and Easements as the Person or Persons for the Time being so authorized to grant Leases as aforesaid shall deem reasonable or convenient, and also to divide and set out in Lots any other Parts of the said Lands as and for the Sites of Houses and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and from Time to Time to alter or vary any such Appropriations or Allotments as aforesaid, and generally to plan, set out, and appropriate the said Lands or any Part thereof in such Way or Manner as he or they shall think most beneficial, and also, if he or they shall think it expedient so to do, but not otherwise, to lay out and form the Streets, Squares, Crescents, and similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, and Passages intended to be made on the said Lands or any Portion thereof, and to fence and inclose and lay out and plant any Inclosure to be formed in any of such Squares, Crescents, or similar Spaces of Ground, for the Use and Enjoyment of the Tenants and Occupiers of the Houses therein, and to fence and inclose all or any of the Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground may front to or adjoin any of the said intended Streets, Squares, Crescents, or similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, and Passages, but not otherwise, and to take down any Buildings on the Lands heretofore authorized to be leased, and to sell and dispose of the Materials thereof, and also to fell, dig, and raise, and to use, sell, or dispose of, any Trees, Stone, Coal, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the Lands hereby authorized to be leased, or any Part thereof, and also, upon such Terms and Conditions as he or they shall think proper, to grant to any Person or Persons Liberty to fell, dig, and raise, and to use, carry away, sell, or dispose of the same, and to manufacture any Earth, Clay, Loam, or Sand, or other Substances or Things, into Bricks, Tiles, or other Articles, and any other Liberties, Easements, or Privileges which may be deemed necessary or expedient for any of the Purposes aforesaid, so as all Monies arising from the Sale or other Disposition of any such Building Materials as aforesaid, or of any Trees, Stone, Slate, Earth, Clay, Loam, Sand,

the Lands  
for Streets,  
Squares, &c.

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Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, be paid to or received by the Trustees or Trustee for the Time being of the herein-before recited Will and Codicil, to be held upon the same Trusts as are declared by the said Will and Codicil of the ultimate Residue of the Estate of the said *William Green* the Testator, or such of them as shall be subsisting or capable of taking effect, the said Trustees or Trustee being hereby empowered to invest the same Monies in or upon any such Stocks, Funds, or Securities as aforesaid, and, at their or his Discretion, to vary such Investments.

Power to enter into Contracts for granting Building Leases, and afterwards to grant Leases pursuant thereto.

IV. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to enter into any Contract in Writing for making or granting a Lease or Leases of the Lands herein-before authorized to be leased, or any Part thereof, together with the Buildings (if any) standing thereon, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable, and by such Contract to agree, when and as any Lands or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in such Contract, by Deed to demise or lease the same Lands or Buildings, or any Part thereof, to the Person or Persons contracting to take the same as aforesaid, or his or their Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, in such Parcels, and under and subject to such Portions of the yearly Rent, to be specified in such Contract, as shall be thought proper; and also, if the Person or Persons for the Time being authorized to grant Leases as aforesaid shall think the same expedient, to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity only (to be specified in such Contract) of the Lands thereby agreed to be demised, and that the Residue of such Lands shall be demised at the yearly Rent of One Shilling, either before or after the full Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity of such Land for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part of the Lands thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of One Shilling; and in the case of Leases to be granted subject to the Rent of One Shilling, to agree to grant the same, either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in any such Contract may be made to commence at such

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such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and also to agree that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom such Contract shall be entered into shall remain liable in respect of such Part of the Lands comprised in such Contract as shall not for the Time being be leased to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person or Persons with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges herein authorized to be granted.

V. That in every Contract to be entered into as herein-before is mentioned there shall be inserted a Clause or Condition for vacating the same, or for Re-entry, with respect to such Part of the Lands and Buildings therein comprised and agreed to be leased as shall not have been actually leased in pursuance of such Contract, and shall not, within a reasonable Time, to be by such Contract appointed, be built upon, or repaired, laid out, formed, or improved in the Manner therein stipulated, and also a Clause or Condition that the Person or Persons to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Duplicate thereof, within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract, as to the Lands and Buildings not actually leased by virtue of the same Contract, shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable.

Contracts to contain a Proviso for Re-entry.

VI. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid from Time to Time to enter into any new Contract or Agreement with any Person or Persons with whom any Contract for granting a Building or Repairing or Improving Lease shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained, or to release the Person or Persons with whom any such Contract shall have been entered into, and his or their Heirs, Executors, Administrators, and Assigns,

Contracts may be altered and amended or released, and new Contracts entered into.

[Private.]

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from the Observance of the whole or any Part of the same Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of any Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Lands comprised in such Contract; and the Lands so surrendered may be leased, or contracted or agreed to be leased, and afterwards leased, under the Powers of this Act, in the same or like Manner as if no Contract for leasing the same had been previously entered into or executed; provided, that the new Covenants and Agreements hereby authorized to be entered into shall be in conformity with the Powers and Provisions herein-before contained.

Leases to be valid without Proof of prior Contracts.

VII. That every Lease to be granted under the Powers of this Act, and which but for this Enactment would not be valid and effectual unless preceded by a Contract authorizing, under the Provisions of this Act, the granting thereof, shall be as valid and effectual as if preceded by such a Contract, without Proof of any prior Contract, and notwithstanding the Existence of a prior Contract varying in any respect from the Provisions of this Act or from such Lease.

Power to accept Surrender, and grant new Leases.

VIII. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid at any Time to accept or authorize a Surrender of all or any of the Lands and Buildings comprised in any Lease granted under the Powers herein-before contained, and upon any such Surrender to grant, under the Powers herein-before contained, either to the Person or Persons surrendering or to any other Person or Persons, One or more new Lease or Leases of the Lands and Buildings so surrendered, or any Part thereof, either alone or together with any other Lands, and with Liberty, in regulating the Terms upon which such new Lease or Leases shall be granted, to make such Allowance or Remuneration, either by way of annual Charge upon the Premises so surrendered or otherwise, to the Person or Persons surrendering the same, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to the Person or Persons for the Time being so authorized as aforesaid shall seem reasonable; but no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time; and also, if Possession of the Lands or Buildings comprised in any Lease granted under the Powers of this Act, or comprised in any Contract entered into pursuant to this Act, or any Part thereof, shall be resumed, or such Lands or Buildings shall be entered upon or recovered, under any Proviso or Condition for Re-entry in such Lease contained, or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time

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Time being authorized by this Act to grant Leases as aforesaid to grant Leases, and to enter into Contracts for granting, and afterwards to grant, Leases of the same Premises, under the Powers herein-before contained, in the same Manner as if no Lease or Contract for a Lease thereof had been previously made.

IX. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality, be void or voidable, then and in every such Case it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to confirm such Lease, or to grant a new Lease of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a yearly Rent not less in Amount than the Rent which was reserved by such void or voidable Lease.

Power to grant new Leases in lieu of any void from technical Errors.

X. That a Memorandum indorsed on any Lease granted under the Powers of this Act, signed by the Person or Persons by whom such Lease shall be granted, or any One of such Persons, acknowledging that he or they has or have received such Counterpart of such Lease as is hereby required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee, and of all Persons claiming under him, be Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Memorandum of Recital to be Evidence of Counterpart.

XI. That a Portion of the Piece or Parcel of Land described in the Schedule to this Act as the Bowling Green, Garden, and Road, in the Occupation of *Mary Ann Platt*, in the Township of *Rumworth*, containing not less than One hundred and seventy-five Superficial Square Yards, shall be set apart and appropriated to be used and occupied with the *Stag's Head Inn* in *Rumworth* aforesaid, and for the Purpose of having a Shed, Outhouse, or Stabling built thereon, in conformity with the Will of the said Testator; and that the Cottage and Stables in *Rumworth* aforesaid now in the Occupation of *John Platt* shall be pulled down and removed, and a good and substantial Tenement shall be erected and built in lieu thereof, as soon as conveniently may be after the passing of this Act, anything in this Act contained to the contrary notwithstanding.

Piece of Land in Rumworth to be set apart for Stag's Head Inn.

XII. That the Provisions contained in the herein-before recited Will relative to the Receipts of the Trustees therein named, and to their Indemnity and Reimbursement, shall extend and apply to the Trustees or Trustee

Provision as to the Receipts of Trustees, and their Indem-

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nity and  
Reimburse-  
ment.

Trustee for the Time being of the herein-before recited Will and Codicil, and to all Monies payable to and all Matters and Things done by them or him under the Powers or Provisions of this Act, in the same Manner, to all Intents and Purposes, as if the said Provisions contained in the said Will (being altered so as to extend and apply as aforesaid) were in this Act set forth and repeated.

Trustees  
may pay  
Costs inci-  
dental to this  
Act:

XIII. That it shall be lawful for the Trustees or Trustee for the Time being of the herein-before recited Will and Codicil to pay and defray the Costs, Charges, and Expenses of or preliminary or incidental to the preparing, applying for, and obtaining of this Act, and the carrying of the same into execution, and of making any such Applications to the Court of Chancery as are herein-after mentioned, out of the Property holden for the Time being upon the Trust declared by the said Will and Codicil of the ultimate Residue of the Estate of the said *William Green* the Testator; but the said Trustees or Trustee shall, out of the Income of the said Trust Property, reserve and set aside annually such Sum of Money as shall be sufficient to replace and repay the Sum of Money applied in defraying the said Costs, Charges, and Expenses in Twenty Years after such Payment of the same.

Court of  
Chancery  
may make  
Order for  
taxing such  
Costs.

XIV. That it shall be lawful for the Court of Chancery, in a summary Way, upon any Petition preferred by the said *William Green* the Devisee, or any Person or Persons beneficially entitled in possession to the Rents and Profits of the said Lands described in the Schedule to this Act, or by the said Trustees or Trustee for the Time being, to make such Orders as the said Court shall think just or reasonable for allowing, taxing, settling, raising, and paying any such Costs, Charges, or Expenses as aforesaid.

Interpreta-  
tion of  
Terms.

XV. That in this Act, and so far as relates to the Construction of the same, unless there be something in the Subject or Context repugnant to such Construction, the Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate.

General  
Saving.

XVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Green* the Devisee, and his Children, and the said *Ambrose Johnson* and *Catherine Johnson* his Wife, *William Atherton* and *Margaret Atherton* his Wife, *Thomas Topping* and *Mary Topping* his Wife, and *Thomas Carlyle*, and all and every other the Persons and Person to whom any Estate, Right, Title, Interest, or Inheritance of and in the Freehold Estates of the said *William Green* the Testator has been devised or bequeathed, or has descended or devolved, or shall descend or devolve, under



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under or by virtue of the herein-before recited Will and Codicil, or either of them,) all such Estate, Right, Title, Claim, and Demand whatsoever, in, to, or out of the said Premises, as they or every or any of them might respectively have had in case this Act had not been passed.

XVII. 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.

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

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The SCHEDULE referred to in the foregoing Act.

Township.	Situation.	Description of Property.	Owner.	Occupier.	Name of Field.	Contents	Square Yards.	Statute Measure.
Rumworth -	Daubhill -	Land - -	The Trustees of Testator William Green.	William Robinson.	Lower Railway Meadow.	Contents	20,639, or	A. R. P. Yds. 4 1 2 9
Ditto - -	Ditto - -	Ditto - -	Ditto - -	Charles Waite	Higher ditto -	Ditto -	16,036, or	3 1 10 4
Ditto - -	Ditto - -	Ditto - -	Ditto - -	John Eckersley and Thomas Eckersley.	Lime Field -	Ditto -	36,227, or	7 1 37 18
Ditto - -	Ditto - -	Ditto - -	Ditto - -	Ditto - -	Brow Field -	Ditto -	23,283, or	4 3 9 21
Ditto - -	Deane Church	Ditto - -	Ditto - -	Mary Platt.	Bowling Green, Garden, and Road.	Ditto -	2,640, or	0 2 7 8
							20 1 26 29	

*James Lomas.*

LONDON:

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