



ANNO SECUNDO & TERTIO

# VICTORIÆ REGINÆ.

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## Cap. 23.

An Act for vesting certain Parts of the devised Estates of *Hannah Gilpin Sharp*, Widow, deceased, in Trustees, in Trust to be sold or demised, for the Purposes therein mentioned.

[1st July 1839.]

**W**HEREAS *Hannah Gilpin Sharp*, late of *Little Horton* in the Parish of *Bradford* in the County of *York*, Widow, deceased, by her last Will and Testament in Writing, bearing Date on or about the Fourth Day of *August* One thousand eight hundred and eighteen, gave and devised unto *Ann Gilpin* an Annuity or clear yearly Sum of Sixty Pounds during her Life, also unto *William Smith Gilpin* an Annuity or clear yearly Sum of One hundred Pounds during his Life, also unto *Mistress Sarah Leroux* Widow an Annuity or clear yearly Sum of Twenty Pounds for her Life, and unto *Mistress Ann Law* Widow an Annuity or clear yearly Sum of Ten Pounds during her Life; the said Four several Annuities to be issuing and payable out of the Messuages, Cottages, Buildings, Lands, Tenements, and Hereditaments by her the said Testatrix therein-after given and devised, (free and clear from Duty,) and to be respectively payable upon the Days and at the Times in the

Will of  
Hannah  
Gilpin Sharp,  
dated 4th  
August 1818.

[Private.]

7 x

said

said Will mentioned, with Power of Distress and Entry for the Recovery thereof if in arrear; and charged and chargeable with the Payment of the said Four several Annuities, and subject thereto, and to the said Powers and Authorities for Recovery of the same respectively, the said Testatrix, by virtue and in exercise of all and every Power and Powers, Authority and Authorities whatsoever in her vested, by that her last Will and Testament gave, devised, directed, limited, and appointed all that her Capital Messuage or Mansion House wherein she then dwelt, Heirlooms, and all other her Messuages, Cottages, Buildings, Farms, Lands, Tenements, Woods, Tithes, and Hereditaments whatsoever, situate, lying, and being in *Bradford*, and in *Great Horton* and *Little Horton*, both in the Parish of *Bradford* aforesaid, at *Burley Wood Head* in the Parish of *Otley*, at *Wheatleys* in the Parish of *Ilkley*, at *Dean Head* in the Parish of *Guisseley*, and at *Farsley* in the Parish of *Calverley*, all in the said County of *York*, and elsewhere, unto her said Nephew Captain *Thomas Gilpin* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (other than and except voluntary Waste, in pulling down the said Capital Messuage or other her said Messuages, and not rebuilding the same), and with such Powers and Privileges, but under and subject to such Restrictions, as were therein-after to him limited and contained; and from and after the Determination of that Estate, by Forfeiture or otherwise, the said Testatrix gave and devised the same Hereditaments and Premises unto *Godfrey Wright*, *William Maud*, and *Francis Simes*, (therein-before respectively described,) and their Heirs, during the natural Life of the said *Thomas Gilpin*, in Trust to preserve and support the contingent Estates and Remainders therein-after limited thereof from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require, but nevertheless to permit and suffer the said *Thomas Gilpin* and his Assigns to receive and take the Rents, Issues, and Profits thereof during the Term of his natural Life; and from and after the Decease of the said *Thomas Gilpin* the said Testatrix gave and devised the same Hereditaments and Premises to the Use of the First Son of the Body of the said *Thomas Gilpin* lawfully begotten or to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and for Default of such Issue to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Thomas Gilpin* lawfully begotten or to be begotten, severally, successively, and in Remainder one after another as they should respectively be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing, being always preferred before the younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing; and in default of such Issue the said Testatrix gave and devised the same Hereditaments and Premises unto and to the Use of the said *Godfrey Wright*, *William Maud*, and *Francis Simes*, their Heirs and Assigns, upon Trust nevertheless that they, or the Survivors or Survivor of them, or the Heirs of such Survivor, should permit and suffer her Niece *Ann Kitchin* (therein-before described as the Widow of Major *Kitchin*)

*Kitchin*) during her Life, or such Person or Persons as she, notwithstanding any Coverture, should by Writing under her Hand direct or appoint, to hold, possess, occupy, and enjoy the same respectively, and receive and take the Rents and Profits thereof, to and for her and their own sole and separate Use and Benefit during her Life, independently of any Husband with whom she might marry, and not to be in anywise subject or liable to his Debts, Control, or Engagements; and from and after the Determination of that Estate, by Forfeiture or otherwise, the said Testatrix gave and devised the same Hereditaments and Premises unto the said *Godfrey Wright, William Maud, and Francis Simes*, and their Heirs, during the Life of the said *Ann Kitchin*, in Trust to preserve and support the contingent Estates and Remainders therein-after thereof limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require, but nevertheless to permit and suffer the said *Ann Kitchin* and her Assigns to receive and take the Rents, Issues, and Profits thereof during the Term of her natural Life; and from and after the Decease of the said *Ann Kitchin* the said Testatrix gave and devised the same Hereditaments and Premises to the Use of the First Son of the Body of the said *Ann Kitchin* lawfully begotten or to be begotten, and to the Heirs Male of the Body of such First Son lawfully issuing, and for Default of such Issue to the Use of the Second, Third, Fourth, and all and every other Son and Sons of the Body of the said *Ann Kitchin* lawfully begotten or to be begotten, severally, successively, and in Remainder one after another as they should respectively be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing, being always to be preferred before the younger of such Son and Sons; and the Heirs Male of his and their Body and Bodies lawfully issuing; and in default of such Issue the said Testatrix gave and devised the same Hereditaments and Premises to the Use of all and every the Daughter and Daughters of the Body of the said *Thomas Gilpin* lawfully begotten or to be begotten, if more than One to be equally divided amongst them, and to take the same as Tenants in Common; and not as Joint Tenants, and to the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters, and if there happened to be only One such Daughter then to the Use of such only Daughter, and the Heirs of the Body of such only Daughter for ever; and in default of such Issue the said Testatrix gave and devised the same Hereditaments and Premises to the Use of all and every the Daughter and Daughters of the Body of the said *Ann Kitchin* Widow lawfully begotten or to be begotten, if more than One to be equally divided amongst them, and to take the same as Tenants in Common, and not as Joint Tenants, and to the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters, and if there happened to be only One such Daughter then to the Use of such only Daughter, and the Heirs of the Body of such only Daughter for ever; and in default of all such Issue as aforesaid the said Testatrix gave and devised all the same Tenements, Hereditaments, and Premises, with the Appurtenances, to the Persons and in the Manner in her said Will mentioned; and

and the said Testatrix declared it to be her Will and Mind that the Tenant or Tenants for Life, or in Tail Male, or in Tail, who for the Time being should be entitled to the Possession or to the Rents and Profits of her said Real Estates above devised, should occasionally reside in the Whole or Part of her said Mansion House at *Horton* during the Time he, she, or they should be so entitled as aforesaid, and therefore the said Testatrix expressly enjoined and required such occasional Residence; and the said Testatrix further declared, that in case any such Person or Persons as aforesaid should refuse or neglect so to reside, the Use or Estate, or Uses or Estates, or Interest, therein-before limited to him, her, or them so refusing or neglecting, should cease, determine, and become utterly void, and that her said Mansion House and other the Hereditaments therein-before limited as aforesaid should in such Case immediately thereupon go to the Person or Persons next in Remainder under such Limitations, in the same Manner as if such Person or Persons so refusing or neglecting, being Tenant or Tenants for Life, were dead, or being Tenant or Tenants in Tail Male, or in Tail, were dead without Issue inheritable under the Estate Tail or Estates Tail then vested, in Possession or in Remainder, in the Person or Persons so refusing or neglecting; and the said Testatrix, after further Directions concerning her said Mansion House, also declared that it should and might be lawful to and for her said Devisees therein-before named, as they should respectively become actually seised of the aforesaid Hereditaments and Premises therein-before to them respectively devised, to demise and lease all and every or any Part of the same Premises (except such Part or Parts thereof as the said Testatrix had required to be occupied as a Residence by them respectively) to any Person or Persons for any Term of Years not exceeding Eleven Years, in Possession, and not in Reversion, Remainder, or Expectancy, so as upon every such Demise there should be reserved and made payable, yearly and every Year during the Continuance thereof, and to attend the immediate Reversion of the said demised Premises, as much yearly Rent as could be reasonably had for the same, without taking any Fine or Foregift, and so as no such Lessee should be made punishable of Waste, and that every Lessee should execute a Counterpart of such Lease; and the said Testatrix nominated, constituted, and appointed the said *Godfrey Wright, William Maud, and Francis Simes* joint Executors of her said Will: And whereas the said Testatrix *Hannah Gilpin Sharp* departed this Life on or about the Eleventh Day of *May* One thousand eight hundred and twenty-three, without having revoked or altered her said Will, which was, on or about the Twenty-first Day of *June* following, duly proved in the proper Court of the Archbishop of *York*, by the said *William Maud* and *Francis Simes*, Two of the Executors in the said Will named: And whereas the said *Godfrey Wright* never acted in the Trusts of the said Will, and, by a Deed Poll or Instrument in Writing under his Hand and Seal, bearing Date on or about the Thirteenth Day of *April* One thousand eight hundred and thirty-nine, hath duly disclaimed and renounced all Estate and Interest in the Lands and Hereditaments expressed to be devised to him by the said Will of the said *Hannah Gilpin Sharp* deceased, and all Trusts, Powers, and Authorities concerning the same, under the said Will: And

whereas the said *William Maud* departed this Life on or about the Sixteenth Day of *September* One thousand eight hundred and thirty-five, leaving the said *Francis Simes*, his co-acting Trustee, him surviving: And whereas *Martha Law*, one of the Annuitants under the said Will, and who is therein described as *Ann Law*, departed this Life on or about the Seventeenth Day of *January* One thousand eight hundred and twenty-eight: And whereas *William Gilpin*, one other of the Annuitants under the said Will, and who is therein described as *William Smith Gilpin*, departed this Life on or about the Fifth Day of *August* One thousand eight hundred and twenty-nine: And whereas the said *Ann Gilpin*, the Mother of the said *Ann Kitchin*, and one of the Annuitants in the said Will mentioned, departed this Life on or about the Twenty-ninth Day of *April* One thousand eight hundred and thirty-five: And whereas the said *Sarah Leroux*, the remaining Annuitant in the said Will mentioned, departed this Life on or about the Third Day of *February* One thousand eight hundred and thirty-seven: And whereas the said *Thomas Gilpin* departed this Life at the Island of *Madeira* on or about the Twenty-first Day of *January* One thousand eight hundred and twenty-six, without having ever been married: And whereas the said *Ann Kitchin*, who was the Widow of *William Willey Kitchin*, a Major in the Service of the *East India* Company, had Five Children only by her said Husband; namely, a Son named *William*, who died at *Corn-pore* in the *East Indies* in the Year One thousand eight hundred and five, an Infant of the Age of Three Months or thereabouts; another Son, also named *William*, who died at *Benares* in the *East Indies* in the Year One thousand eight hundred and six, an Infant of the Age of Ten Days or thereabouts; a Third Son, also named *William*, who died at *Lambeth* on or about the Twenty-seventh Day of *June* One thousand eight hundred and eighteen, an Infant of the Age of Ten Years or thereabouts; a Fourth Son, named *Henry*, who survived the said Testatrix, and died at *Scarborough* on or about the Tenth Day of *June* One thousand eight hundred and twenty-five, aged Fourteen Years or thereabouts; and a Daughter named *Ann*, who on or about the Tenth Day of *July* One thousand eight hundred and thirty-four intermarried with and is now the Wife of *Samuel Haines* of *Tavistock Place, Tavistock Square*, in the County of *Middlesex*, Gentleman: And whereas the said *Ann Kitchin* the Mother on or about the Twenty-sixth Day of *July* One thousand eight hundred and twenty-eight intermarried with *Edmund Giles*, by whom she had only One Child, namely *Edmund Giles*, now an Infant of the Age of Ten Years or thereabouts: And whereas the said *Edmund Giles*, the Husband of the said *Ann Giles*, departed this Life on or about the Tenth Day of *August* One thousand eight hundred and thirty-two: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-eighth Day of *March* in the Year One thousand eight hundred and thirty-nine, the said *Ann Giles* was duly appointed the Guardian of the said *Edmund Giles*: And whereas such Parts of the Lands and Hereditaments devised by the said Will of the said *Hannah Gilpin Sharp* deceased as are situated at *Great Horton* and *Little Horton*, and are comprised in the Schedule to this Act annexed, and which are now let as Pasture Land, are, from the great Increase of Buildings and Manufactories in the immediate Vicinity thereof,

[Private.]

thereof, rapidly becoming unfit for Pasture Land, and will soon be lying waste and unprofitable: And whereas the said Lands, from their Proximity to the great manufacturing Town of *Bradford*, are very conveniently and eligibly situated for erecting Manufactories, Houses, and other Buildings thereon, and might be sold to great Advantage; and it would be greatly for the Benefit of the Persons for the Time being entitled to or interested in the said Lands and Hereditaments, under or by virtue of the said Will of the said *Hannah Gilpin Sharp*, if the same Lands and Hereditaments were vested in Trustees, with Powers to sell the same in Fee, or to grant Leases thereof for any Term or Number of Years sufficient to encourage Persons to build upon and improve the same, and if the Money arising from such Sales were laid out again, under the Direction of the High Court of Chancery, in the Purchase of other Estates in *England* or *Wales*, to be settled in lieu thereof, and to the like Uses: And whereas it is the almost universal Custom in that Part of the Country where the said Lands and Hereditaments are situate to grant Building Leases for Nine hundred and ninety-nine Years, with Power for the Lessee to purchase the annual Rent reserved by every such Lease at a Sum to be therein named: And whereas by reason of the Limitations and Provisions contained in the herein-before in part recited Will of the said *Hannah Gilpin Sharp* deceased, and of the Infancy of the said *Edmund Giles*, the beneficial Purposes afore-said cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Ann Giles* (on behalf of herself and her infant Son the said *Edmund Giles*), the said *Samuel Haines* and *Ann* his Wife, and *Francis Simes*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Pieces or Parcels of Land or Ground, Messuages or Tenements, and Hereditaments, comprised in the Schedule to this Act annexed, situated at *Great Horton* and *Little Horton* in the Parish of *Bradford* in the County of *York*, with all and every the Appurtenances to the same Hereditaments and Premises belonging, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, shall, from and immediately after the passing of this Act, be vested in and the same are hereby absolutely vested in *Charles Shearman* of *Gray's Inn Square* in the County of *Middlesex*, Gentleman, *John Cavell* of *Gray's Inn Place* in the County of *Middlesex*, Gentleman, and *Frederick William Bushill* of *Mortimer Street, Cavendish Square*, in the County of *Middlesex*, Gentleman, and their Heirs, to the Use of them the said *Charles Shearman*, *John Cavell*, and *Frederick William Bushill*, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Entails, Remainders, Limitations, Conditions, Charges, Powers, Provisoes, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *Hannah Gilpin Sharp* deceased limited, expressed, declared, or made of or concerning the same Hereditaments and Premises respectively, or any of them, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand

Lands specified in the Schedule vested in Trustees upon Trust to sell.

Demand whatsoever, both at Law and in Equity, of them the said *Ann Giles, Edmund Giles, and Samuel Haines and Ann his Wife*, and their respective Heirs, in or to the same or any Part thereof, save and except any Leases or Agreements for Leases to or with the Tenants or Occupiers of the said Hereditaments or any of them, or any Part thereof, already made, pursuant to the Power in that Behalf contained in the said Will of the said *Hannah Gilpin Sharp*, but upon the Trusts nevertheless, and for the Ends, Intents, and Purposes, herein-after expressed or declared of or concerning the same; (that is to say,) upon Trust that they the said *Charles Shearman, John Cavell, and Frederick William Bushill*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of this Act, do and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times thereafter, absolutely make Sale and dispose of the same Lands and other Hereditaments and Premises, either at one Time or several Times, and either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, and under any special Condition or Conditions of Sale, as to Title or otherwise, as to them or him shall seem expedient, unto any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may, in the Opinion of the said *Charles Shearman, John Cavell, and Frederick William Bushill*, or of the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, or of other the Trustees or Trustee for the Time being acting in the Execution of this Act, be obtained or reasonably expected for the same, with full Power, Liberty, and Authority to buy in any Property which may be put up or offered for Sale at any Auction, or any Part thereof, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies for which the said Hereditaments and Premises shall be sold, upon Trust that they the said *Charles Shearman, John Cavell, and Frederick William Bushill*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of this Act, do and shall convey and assure the said Hereditaments and Premises which shall be so sold and disposed of, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his or their Heirs and Assigns, or to such Uses, upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, absolutely freed and discharged as herein-before is mentioned.

II. And for facilitating the Purposes of this Act, be it enacted, That it shall be lawful for the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and the Survivors or Survivor of them, and the Heirs of such Survivor, and their and his Assigns, and other

Power for  
the Trustees  
to set out  
Plan, and  
allot the  
the

Land for  
building  
upon.

the Trustees or Trustee for the Time being acting in the Execution of this Act, and they and he are and is hereby authorized and empowered, from Time to Time, to set out and appropriate any Part or Parts of the Lands and Hereditaments hereby vested in the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and their Heirs, in Trust as aforesaid, as or for public Streets or Thoroughfares, and also public or private Ways, Avenues, Roads, Paths, or Passages, for the more convenient Enjoyment thereof, and of the Buildings to be erected thereon, and to divide and set out in Lots all the Residue of the said Lands and Hereditaments as or for the Sites of Messuages or Dwelling Houses, Manufactories, and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and generally to plan, set out, and appropriate the said Lands and Hereditaments in such Way and Manner as they the said Trustees or Trustee shall, in their or his Judgment and Discretion, think most beneficial for the Purposes of this Act; and if they or he shall think it expedient so to do, but not otherwise, to fence and inclose all or any of the several Plots or Pieces of Ground allotted for Building Ground so far as the said Plots or Pieces of Ground front to or adjoin any of the said intended Streets or Roads, but not otherwise, and to take down and remove such of the Houses, Buildings, and Erections now standing and being on the said Lands and Hereditaments as it shall be necessary or deemed expedient to take down and remove for facilitating the making and laying out of such public Streets or Thoroughfares, or public or private Ways, Avenues, Roads, Paths, and Passages, but not otherwise, and to sell and dispose of the Materials thereof, or otherwise use the same as shall be thought most useful for those Purposes, and to level all or any Part of the said Land or Ground, in order to the more beneficial Disposal thereof, and to sell and dispose of all such Brick Earth, Clay, Loam, Sand, Gravel, and Stone as it shall be found convenient to remove for effectuating any of the Purposes aforesaid; and the Costs, Charges, and Expences attending or incident to the carrying all or any of these Powers into execution shall be paid out of the first Monies arising from the Sale of the said Estates; and in case any Person shall advance and pay any Money for the Purpose of enabling the said Trustees or Trustee to carry into execution all or any of the Powers hereby vested in them, such Person shall be repaid the same, with Interest after the Rate of Five Pounds *per Centum per Annum*.

Power to sell  
Fee Simple  
by way of  
Fee Farm or  
Rent-charge.

III. Provided always, and be it enacted, That it shall be lawful for the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and their and his Assigns, and other the Trustees or Trustee for the Time being acting in the Execution of this Act, and they and he are and is hereby authorized and empowered, to sell and dispose of the Fee Simple and Inheritance of the Lands and Hereditaments hereby vested in them the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and their Heirs, in Trust as aforesaid, or any of them, or any Part or Parts thereof, for or in consideration of a perpetual yearly Rent or Rents to be reserved and made payable quarterly, either by way of Fee-farm Rent or by  
means



means of a Rent-charge or Rent-charges to be created under a Use or Uses declared in such Conveyance or Conveyances, with the usual Powers of Distress and Entry for recovering and enforcing the Payment of such Rent or Rents, so nevertheless that no Sale of the said Messuages, Lands, Tenements, or Hereditaments shall be made at a Rent or Rents less than at and after the Rate of Twenty Pounds *per Acre* of the Lands or Grounds to be so sold or disposed of, and so as every such last-mentioned Conveyance shall be accompanied by a Covenant on the Part of the Purchaser or Purchasers to erect, at latest within Five Years, Manufactories or Buildings on the Lands or Grounds to be sold to him or them, the annual Value of which shall be not less than Three Times the annual Value of the Rent or Rents to be reserved.

IV. And be it enacted, That every Purchaser of the Lands and other Hereditaments comprised in the Schedule to this Act annexed, and by this Act made saleable as aforesaid, or of any Part or Parts thereof respectively, shall pay his Purchase Money 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 Purchasers of the Estates of *Hannah Gilpin Sharp* deceased;" and such Purchase Money as shall be so paid into the Bank in the Name of and placed to the Account of the Accountant General as aforesaid shall be so paid and placed pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Purchase Money to be paid into the Bank in the Name of the Accountant-General of the Court of Chancery.

V. And be it enacted, That the Certificate of the said Accountant General, together with the Receipt of One of the Cashiers of the Bank of *England*, to be thereunto annexed, and therewith filed in the Registry Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser of his Purchase Money, or of any Part thereof as aforesaid, or any Office Copy thereof, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge to such Purchaser, and to his Heirs, Executors, Administrators, and Assigns, for so much or such Part of the Purchase Money for which such Certificate and Receipt shall be so given as aforesaid, and after filing such Certificate and Receipt such Purchaser, his Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

Certificate of the Accountant General and Receipt of the Cashier of the Bank to be a good Discharge to a Purchaser.

VI. And be it enacted, That out of the Monies to be so paid into the Bank in the Name of the Accountant General, to the Account "*Ex parte* the Purchasers of the Estates of the said *Hannah Gilpin Sharp* deceased," as aforesaid, the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act, or which may be incident or relating thereto, and of the Costs and Expences attending the

Directions as to Payment of Costs.

[*Private.*]

Sales hereby directed and authorized, and the Execution of the Powers and Authorities hereby vested in the said Trustees, shall be first paid and satisfied.

Purchase Monies to be laid out in the Purchase of other Estates, under the Direction of the Court ;

VII. And be it enacted, That the Monies which shall have been so paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, as herein-before is directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Direction herein-after contained, shall, upon Petition to be presented to the said Court in a summary Way by the said *Ann Giles* during her Life, and after her Decease by the Person who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates to be purchased with such Monies by virtue of this Act, if the same were purchased and settled as herein-after is mentioned, or by the Guardian of such Person on his Behalf, in case of Minority, be laid out and invested, by or under the Direction of the said Court, in pursuance of an Order to be made on such Petition, in the Purchase of Freehold Estates of Inheritance in Fee Simple in Possession, to be situate in *England* or *Wales*, and of such Customary or Copyhold Estates, not exceeding together One Sixth Part in Value of the Freehold Estates to be comprised in any One Purchase, as shall be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances (except Chief and Quit Rents, and Services, and Leases at improved Rents), to be conveyed and settled to such and the same Uses, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Conditions, and Declarations, as are in or by the said herein-before in part recited Will of the said *Hannah Gilpin Sharp* deceased limited, declared, or expressed of and concerning the Lands and Hereditaments thereby devised, of such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, and Declarations as shall be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies will admit.

and in the meantime to be invested in Exchequer Bills.

VIII. And be it enacted, That all Sums of Money which shall be so paid into the Bank of *England* in the Name of the said Accountant General, as herein-before directed, or so much thereof as shall not be ordered by the said Court to be applied in Payment of Costs, Charges, and Expences as aforesaid, according to the Directions herein-after contained, shall, in the meantime and until the said Monies shall be invested in the Purchase of other Messuages, Lands, or Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills, and the Money to be received from the same as they shall respectively be paid off by Government, shall be laid out from Time to Time in the Purchase of other Navy or Victualling or Exchequer Bills; provided always, that it shall be lawful for the said Court of Chancery to make such General or Special

Order (if necessary), that whenever the Exchequer Bills of the Date of those in the Hands of the said 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 so in the Course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Case the Interest of the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchase shall be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the Court in a summary Way by the said *Ann Giles* during her Life, and after her Decease by the Person who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates so to be purchased as aforesaid, or by the Guardian of such Person on his Behalf in case of Minority, be ordered to be sold by the said Accountant General, for the Purpose of making or completing such Purchase of Land, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Land directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representatives of such Person, as Part of his Personal Estate.

IX. Provided always, and be it enacted, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time, to make such Order or Orders as the said Court shall think fit for taxing all the Costs, Charges, and Expences attending the preparing, soliciting, applying for, obtaining, and passing this Act, and preparatory thereto, and the Costs, Charges, and Expences attending the Sale or Sales to be made by virtue of this Act, and the Execution of the Powers or Authorities hereby given to the Trustees or Trustee for the Time being acting in the Execution of this Act, and the Costs, Charges, and Expences which may be incurred in investing the Monies herein-before directed to be paid into the Bank of *England*, or any Part thereof, in the Purchase of other Messuages or Tenements, Lands, Hereditaments, and Premises, according to the Directions herein contained, and in making the several Applications to the Court for those Purposes; and also from Time to Time to make such Order as the said Court shall think fit for the Payment of such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from the respective Sales under this Act, and which shall have been so paid into the Bank of *England* as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased therewith; and it shall be lawful for the said Court of Chancery from Time to Time

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

to

to make such further Orders in the Premises as the said Court shall think fit.

Power to  
grant Build-  
ing Leases  
for 999  
Years.

X. And be it enacted, That notwithstanding any of the Trusts or Directions herein-before contained, but subject nevertheless and without Prejudice thereto, it shall be lawful for the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and the Survivors and Survivor of them and the Heirs of such Survivor, or their or his Assigns, and other the Trustee or Trustees for the Time being acting in the Execution of this Act, by Indenture or Indentures, to be sealed and delivered by them or him the said Trustees or Trustee for the Time being in the Presence of and attested by One or more than One Witness, from Time to Time to demise or lease all or any Part of the several Lands and Hereditaments in the said Schedule mentioned or described which shall from Time to Time remain unsold, and either with or without any Buildings erected and standing thereon, and either with or without the Tithes issuing out thereof, or any Part thereof, for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, to be computed from the Date of the Lease, so as to take effect in every Case in Possession, or within Three Months next after the making thereof at the farthest, to any Person whomsoever who shall be willing to erect and build any Houses or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings to be erected or built on the said Land or Ground, or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas and detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land, not exceeding Ten Acres in any one Case, for Pleasure Grounds, Paddocks, or Plantations, to such Villas, or otherwise, for the Convenience, Use, or Enjoyment of the Tenants thereof, and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Wells, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use or Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig or make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements, to any Houses or Buildings; and also with or without Liberty for the Lessees to fell,  
cut,

cut, dig, and to use or carry away, sell, and dispose of, in, upon, or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effectuating any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of as may be agreed upon; and also with or without Liberty for the Lessees to sink or search for any Mines, Minerals, or Quarries in or under any Part of the Land or Ground comprised in such Leases; and also with or without a Proviso, Condition, Declaration, or Agreement enabling the Lessee of any such Lease, his Executors, Administrators, and Assigns, or any of them, at any Time within Three Years after the Commencement of the Term thereby granted, to purchase the annual Rent reserved or to be reserved by such Lease at a Sum to be in such Lease named, not being less than Twenty Years Purchase, calculated on the Amount of the Rent so to be purchased; and also with or without any other Liberties, Powers, or Privileges which to the Trustees or Trustee granting such Lease may seem reasonable, or which may be usual in *Bradford* or its Neighbourhood in Leases of a similar Description; so that in every such Lease there be reserved and made payable (except in those Cases in which a Peppercorn Rent only may be reserved, according to the Provision herein-after contained,) the best yearly Rent that, in the Opinion of the Trustees or Trustee by whom such Lease may be granted, can, at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be obtained or reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and so that every such Lease be made without taking, for and in respect of making the same, any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond the Money agreed to be expended by the Lessee in building upon or improving the Premises, or which may be derived from the Sale or Disposition of any Timber, Gravel, Sand, Brick Earth, and Clay, and other Earth or Clay, or any Bricks or Tiles which may be made thereout; and so that in every such Lease made for the Purposes of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent

[Private.]

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to

to be thereby reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built or improved on the Premises insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in One of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire; and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Trustees or Trustee by whom the same may be granted, or other the Person for the Time being entitled, whether in Equity or at Law, to the demised Premises, (subject to the Term to be thereby granted,) or their or his Servants and Agents, to enter upon the Premises, and inspect the Condition thereof; and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved, for any Space not exceeding Thirty Days (unless the same shall be a Peppercorn), in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress; and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Executors, Administrators, or Assigns; and with or without a Proviso (as to the Trustees or Trustee by whom such Lease may be granted shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for the Payment of the Rent, and of such other Covenant or Proviso or Condition, if any, as may be agreed between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in any Action for such Breach of Covenant, and unless 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 all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases, (the Mention of which Counterpart in any such Lease shall for the Purposes of this Act be conclusive Evidence of the same having been duly executed,) and pay all Expences of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

XI. Provided always, and be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act to set out, allot, and appropriate, or authorize and empower the Lessee or Lessees to whom any Lease or Leases may be granted or agreed to be granted to set out, allot, and appropriate, any Part or Parts of the Land or Ground so authorized to be leased as aforesaid, either including or excluding the Sites of all or any of the Houses, Erections, or Buildings now standing and being, or building or forming, on the said Ground, as and for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences; and to make and form, or to authorize and empower the Lessee or Lessees to make and form, into or for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements or Conveniences, the Lands so set out, allotted, and appropriated as aforesaid; and also to remove, fill up, arch over, cover in, stop, and divert, or authorize and empower the Lessee or Lessees to remove, fill up, arch over, cover in, stop, and divert, any Mounds, Pits, Dykes, Ditches, Ponds, Drains, and Watercourses in or upon the said Land or Ground; and also to divide the said Land or Ground into such Lots, or in such Way or Manner, as shall be thought most beneficial; and to form or authorize and empower the Formation of such Squares, Circuses, Pleasure Grounds, or Promenades for the Accommodation of the Tenants and Occupiers of the Premises and Buildings to be erected as aforesaid, or for the general Improvement of the Estate, in such Manner, and upon such Terms, and either subject to or without being subject to such annual or other Payments by the respective Lessees or Occupiers of the Premises and the Buildings to be erected as aforesaid, as shall be mentioned and agreed upon, either in the Lease so to be made as aforesaid, or in any general Deed to be executed for that Purpose by the Trustees or Trustee for the Time being acting in the Execution of this Act.

Power to appropriate any Part of the Land for Streets, Squares, &c.

XII. Provided also, and be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act to enter into any Contract in Writing for granting Leases of the said Land or Ground herein-before authorized to be leased as aforesaid, with the Buildings (if any) which shall be standing thereon, or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree (as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner, and to the Extent to be stipulated in any such Contract), by Indenture, sealed and delivered as aforesaid, to demise and lease the Ground and Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Executors, Administrators, or Assigns, or to such other Person as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent, to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any

Power to enter into Contracts for Leases, and to apportion Rent on Leases being granted.

any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and if the Trustees or Trustee for the Time being acting in the Execution of this Act 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, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted at such Time and in such Manner as may be thought proper, or if no given Quantity of Land or Ground 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 granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more than One Lease at the yearly Rent of a Peppercorn; and in case of Leases to be granted subject to the Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Five 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 or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree, that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable, in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment only of such Portion 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 with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

XIII. Provided also, and be it enacted, That in every such Contract 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 let as shall not have been actually leased in pursuance of such Contract, and shall not be built on, or repaired, laid out, formed, or improved, in the Manner in such



such Contract stipulated, and within a reasonable Time to be therein appointed ; and also a Clause or Condition, that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the same, 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 to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

XIV. Provided also, and be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act, from Time to Time to enter into any new Contracts or Agreements with any Person with whom any Contract 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 be contained, and to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of his Contract, and, if thought expedient so to do, to enter into any new Covenants or Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, and to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract ; and that the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed : Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Power to alter, release, or renew Contracts.

XV. Provided also, and be it enacted, That after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Contracts to form no Part of Title after Leases granted.

XVI. Provided also, and be it enacted, That every Lease to be granted under the Authority of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed.

Leases valid though varying from Contracts.

XVII. And be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act at any Time to accept or authorize a Surrender of any Lease which may have been granted as aforesaid, and upon any such Surrender to grant Leases, and enter into Contracts for granting Leases, under the Powers and Authorities herein-before contained, of the Hereditaments comprised in the Lease so to be surrendered, or any Part thereof,

Power to surrender Leases, and to re-demise the Premises so surrendered, and also Premises the Leases,

[Private.]

&c. of which  
may have  
been avoided  
by Re-entry.

thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making due Allowance, in regulating the Terms upon which Leases shall be granted or agreed to be granted, for the Value (if any) of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof; and also, that if Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act shall be resumed, or the same Hereditaments shall be entered into or recovered, under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act to grant Leases, or to enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Hereditaments, under the Powers and Authorities hereinbefore contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted.

Leases void  
or voidable  
for Informa-  
lity may be  
confirmed.

XVIII. And be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act, if they or he shall think fit so to do, to confirm any Lease to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions hereinbefore contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent, or at a larger Rent, than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Provisoes for  
Re-entry to  
be apportion-  
able accord-  
ing to the  
Agreement of  
the Parties.

XIX. Provided always, and be it enacted, That no Lease or Contract to be made by virtue of the Provisions hereinbefore contained shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements, as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable, and shall have Effect according to the Intentions of the Parties as expressed in any such Lease or Contract

Contract accordingly; and no Underlease to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease, or some Part thereof; and moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions, with reference to the Premises comprised in any such Underlease, shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained, on the Part of the Lessee, shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate and exclusive Operation with respect to the Premises to be comprised in every such Underlease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Underlease, there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid; and further, that an Insurance upon any Messuages or Buildings to the Extent of Four Fifths of the Value thereof shall exempt the Owners for the Time being of such Messuages or Buildings from Eviction by reason of any Want or Defect of Insurance as to or in respect of any other Messuages or Buildings, unless the same shall arise or happen by their own wilful Negligence or Default.

XX. And be it enacted, That in the meantime, and until any Sale or Sales shall be made of the Hereditaments by this Act authorized to be sold, the Rents and Profits of the same Hereditaments, or of so much and such Part thereof as shall for the Time being and from Time to Time remain unsold, shall be received and taken or enjoyed by such Person or Persons as would have been entitled to have had and received or enjoyed the same in case this Act had not been passed.

Until Sales, the Rents to be received by the same Persons as would have been entitled in case this Act had not been passed.

XXI. And be it enacted, That it shall be lawful for the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and their and his Assigns, and other the Trustees or Trustee for the Time being acting in the Execution of this Act, and they and he are and is hereby authorized and empowered, from Time to Time and at any Time hereafter, to sell and dispose of the Rent or Rents so to be reserved as aforesaid for the said Lands and Hereditaments hereby vested in the said *Charles Shearman, John Cavell, and Frederick William Bushill*, and their Heirs, in Trust as aforesaid, and whether such Rent shall be reserved under the said Power of leasing for Nine hundred and ninety-nine Years or any other Term of Years, or in Fee

Power to sell reserved Rents and Reversions.

Fee by way of Fee Farm or Use as aforesaid, and also the Reversion, if any, to which such Rent or Rents respectively shall be annexed or incident, either by public Auction or private Contract, and under any special Conditions as to Title or otherwise, and either in one Lot or several Lots, and for the best Price or Prices that can or may, in the Opinion of the said *Charles Shearman, John Cavell, and Frederick William Bushill*, or of the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of this Act, be obtained or reasonably expected for such Rent or Rents, and for the Reversion or Reversions (if any) respectively, with full Power and Authority to buy in any such Rent or Rents, or Rent and Reversion, or Rents and Reversions, which may be offered for Sale at any Auction, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Resale; and the Money to arise from all and every or any of such Sale or Sales shall be paid into the Bank in the Manner, and be applied and disposed of upon the same Trusts, and for the same Intents and Purposes, and with, under, and subject to such and the same Powers and Provisions, and generally in such Manner and Form as are and is herein-before expressed, declared, and contained touching the Monies to arise from the Sale or Sales of the Lands and Hereditaments first herein-before directed and authorized to be made, or such and so many of the same Trusts, Intents, and Purposes, Powers and Provisions, as shall at the Time or respective Times of the Sale or Sales of such Rent or Rents be subsisting undetermined and capable of taking effect.

Power to  
appoint new  
Trustees.

XXII. And be it enacted, That if the said *Charles Shearman, John Cavell, and Frederick William Bushill*, or any or either of them, or any future Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or be desirous of being discharged from or shall refuse or decline to act, or become incapable of acting in or exercising the Trusts or Powers hereby created, and in or to them respectively reposed or given, or shall go out of *Great Britain* before the same Trusts and Powers shall be fully and completely performed and executed, then and in every such Case, and as often as the same shall happen, it shall be lawful for the High Court of Chancery, in a summary Way, upon a Petition to be preferred to the said Court by the said *Ann Giles* during her Life, and after her Decease by the Person who may for the Time being be entitled to the Possession of, or to the Receipt of the Rents and Profits of the Hereditaments hereby made saleable as aforesaid, or by the Guardian of such Person on his Behalf in case of Minority, to appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying or desiring to be discharged, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid, and thereupon all the said Trust Estates, or such of them as shall remain unsold, shall, with all convenient Speed, be conveyed and transferred so and in such Manner as to become legally and effectually vested in such Trustee or Trustees solely, or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Ends,  
Intents,

Intents, and Purposes, as are herein declared or expressed of or concerning the same, or such of them as shall be then subsisting and capable of taking effect; and such new Trustees or Trustee shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustees or Trustee in whose Room or Stead they or he shall be so substituted or appointed.

XXIII. Provided always, and be it enacted, That the Trustees hereby appointed, or by virtue of this Act to be appointed, and each and every of them, and their respective Heirs, Executors, and Administrators, shall be charged and chargeable only for such Monies as they shall respectively actually receive by virtue of or under this Act, notwithstanding they or any of them may give or sign, or join in giving or signing, any Receipt, or doing any other Act, for the sake of Conformity only; and no One or more of them shall be answerable or accountable for the others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the others or other of them, but each for himself only, and for his own Acts, Receipts, Neglects, or Defaults respectively, nor shall any or either of them be answerable or accountable for any Banker, Broker, or other Person with whom or in whose Hands any Part of the said Trust Monies shall or may be deposited or lodged for safe Custody, Investment, or otherwise, in the Execution of the Trusts or Powers hereby created, nor for any Insufficiency or Deficiency of or in any Security or Securities, Stocks or Funds, in or upon which the said Trust Monies or any Part thereof shall be placed out or invested, nor for any Deficiency of Title to any of the Estates and Hereditaments to be purchased by virtue of the Powers or in pursuance of the Trusts in this Act contained, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of the said Powers and Trusts, or in relation thereto, except the same shall happen by or through his own wilful Default respectively; and also that it shall be lawful for such Trustees, and their respective Heirs, Executors, and Administrators, from Time to Time, out of the Monies which shall come to their respective Hands by virtue of the Trusts and Powers herein-before contained, to retain to and reimburse themselves respectively, and also to allow to their Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them shall sustain or disburse or be put unto in or about the Execution of the aforesaid Trusts and Powers, or otherwise in relation thereto.

For the Indemnity of Trustees.

XXIV. Provided always, and be it enacted, That nothing in this Act contained shall in anywise defeat, supersede, or prejudice any Lease which may have been granted by the said *Ann Giles* of any of the Lands, Messuages, or Hereditaments comprised in the Schedule to this Act annexed, but that all such Leases shall be as valid and effectual, but not further or otherwise, than they would have been in case this Act had not passed,

Leases granted by Mrs. Giles not to be affected.

XXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the

General Saving,

[Private.]

said

said *Ann Giles* and *Edmund Giles* her Son, and the Heirs Male of the Body of the said *Edmund Giles* lawfully issuing, and the said *Ann Haines*, and the Heirs of her Body issuing, and all and every other Child and Children which the said *Ann Giles* may have by any future Husband, and also the said *Samuel Haines* in right of the said *Ann* his Wife, and also the said *Francis Simes* and his Heirs, and all and every other Person and Persons whomsoever, having or lawfully or equitably claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, Term, Interest, Charge, or Incumbrance whatsoever of, in, to, upon, out of, or concerning the Estates hereby vested in Trust to be sold and demised as aforesaid, or any of them, or any Part thereof respectively, under or by virtue of the said hereinbefore in part recited Will of the said *Hannah Gilpin Sharp* deceased, or any of the Uses, Trusts, or Limitations therein contained, or otherwise howsoever in respect or on account thereof, or by, from, through, under, or in Trust for the said *Hannah Gilpin Sharp* deceased,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Lands, Hereditaments, and Premises hereby authorized to be sold as aforesaid, as they, and every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed, or been entitled to, if this Act had not been passed.

Clause for  
the Interpretation  
of Act.

XXVI. And be it enacted, That in the Construction of this Act Words importing the Masculine Gender shall extend and be applied to Females as well as to Males; and Words importing the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing; and Words importing the Plural Number only shall extend and be applied to one Person or Thing as well as several Persons or Things; unless there be something in the Subject or Context repugnant to such Construction.

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

XXVII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Occupiers.	Description.	Quantities in each Field.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
Abram Balme	Pasture Land	0	3	25			
—	Ditto	2	3	38			
—	Ditto	1	0	32			
—	Ditto	3	3	8			
—	Ditto	2	2	24			
—	Ditto	1	0	16			
					12	2	23
John Stowell	Ditto	1	2	38			
—	Ditto	1	1	33			
—	Ditto	2	0	13			
					5	1	4
Thomas Hill	Ditto	2	3	34			
—	Ditto	3	0	27			
—	Ditto	3	1	20			
—	Ditto	3	0	0			
					12	2	1
Thomas Watkins, late Casson	Ditto	1	2	32			
					1	2	32
Thomas Booth	Ditto	5	0	10			
					5	0	10
Hannah Illingworth	Ditto	1	2	3			
—	Ditto	1	3	8			
—	Ditto	2	3	1			
—	Ditto	2	2	1			
—	Ditto	2	1	26			
					10	3	39
John Rand	Ditto	6	0	24			
					6	0	24
Joseph Cawtheray, late Widow Bennett.	Ditto	1	3	10			
—	Ditto	2	2	32			
—	Ditto	1	2	39			
—	Ditto	2	2	21			
—	Ditto	1	1	8			
—	Ditto	2	2	16			
—	Ditto	2	0	14			
—	Ditto	2	3	3			
—	Ditto	2	2	3			
—	Ditto	2	0	32			
—	Ditto	1	3	39			
					24	1	17
Richard Tolson, late Hoyland	Ditto	1	2	16			
					1	2	16
William Keighley	Ditto	2	0	39			
					2	0	39
Samuel Hailstone	Ditto	10	2	9			
—	Ditto	4	3	7			
					15	1	16

Occupiers.	Description.	Quantities in each Field.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
Joseph Hinchcliffe	Ditto	14	1	32	14	1	32
John and James Lee	Ditto	8	0	34	8	0	34
					120	2	7
Widow Light	Cottage		—				
William Shackleton	Ditto		—				
Joseph Pickles	Ditto		—				
John Stephenson	Ditto		—				
Samuel Pool	Ditto		—				

*G. T. Lister.*

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