



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 26.

An Act to authorize the granting of Mining and Building Leases and Conveyances of Parts of the Estates devised by the Will of *James Alexander Hodson* Esquire, deceased, subject to the Trusts of such Will. [1st July 1839.]

WHEREAS *James Alexander Hodson*, late of the *Grove* within *Upholland* in the County of *Lancaster*, Esquire, signed and published his last Will and Testament in Writing, bearing Date the Twenty-fifth Day of *December* One thousand eight hundred and thirty, and executed and attested so as to pass Freehold Estates of Inheritance, and thereby gave and devised all his Freehold and all his Copyhold and Customary and Leasehold Messuages, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, and all his Personal Estate of what Nature or Kind soever, (save and except such Part thereof as he had thereafter specifically bequeathed), unto and to the Use of his Brother *John Johnson Hodson* and his Son-in-law *John Woodcock*, their Heirs, Executors, Administrators, and Assigns respectively, for all such Estate, Term, and Interest as he (the Testator) should have therein respectively at the Time of his Decease, and according to the several Natures and Qualities of such Estates and Property respectively, upon Trust that the said *John Johnson Hodson* and *John*

Will of
James Alexander Hodson, Esq., dated 25th December 1830.

[Private.]

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Woodcock,

Woodcock, their Heirs, Executors, Administrators, and Assigns, should stand seised and possessed of his said Freehold, Copyhold, and Leasehold Estates, and Personal Estate, therein-before devised and bequeathed to them, upon Trust, by and out of the Rents and annual Income of his said Freehold, Copyhold, and Leasehold Estates, or by Mortgage or Sale thereof or of any Part thereof, or by all or any of the same Means, or by or out of the annual Produce of his Personal Estate, or by Sale or other Disposition thereof or of any Part thereof, or by such other Ways and Means as they should think fit, to raise and levy the Sum of Twenty-two thousand five hundred Pounds for the Portions of all his Children living at his Decease (other than and except his eldest Son *James Alexander*, who was not to have any Share thereof, and also other than his the Testator's Daughter *Sarah*, who was only to have and take Two thousand five hundred Pounds thereof, as that Sum, with the Sum the said Testator settled upon her and her Children upon her Marriage with her then and now present Husband the said *John Woodcock*, would make her Portion equal, or nearly so, to that of her Brothers and Sisters), equally to be divided (except as aforesaid) between and amongst or for the Benefit of them if more than One, Share and Share alike, and to be raised and paid to or for such Children in the Manner following; (that is to say,) the Share or respective Shares of such of them as being a Daughter or Daughters should be under the Age of Twenty-one Years, and unmarried, at the Time of the Decease of the said Testator, to be raised and paid as and when she or they should respectively attain that Age, or marry with the Consent of his said Trustees, which should first happen, and to be paid or invested in manner therein-after mentioned, to the Intent that the Income thereof might be for the sole and separate Use of such Daughter or Daughters, and might not be subject to the Debts, Control, or Engagements of any Person with whom she or they might happen to intermarry, and that the Principal might be subject to the respective testamentary Appointments therein-after mentioned; and the Share or respective Shares of such of them respectively as being a Son or Sons should be under the Age of Twenty-one Years at his Decease to be raised and paid as and when he or they respectively should attain that Age, unless such Time or respective Times of Marriage, or attaining such Age, should happen in the Lifetime of the said Testator; and in such Case the Share or Shares of such of them as being a Daughter or Daughters should attain the Age of Twenty-one Years, or marry, during the said Testator's Lifetime, or being a Son or Sons should attain the Age of Twenty-one Years during the said Testator's Life, should be as a vested Interest for his, her, or their Benefit respectively upon the Decease of the said Testator, and be raised and paid in manner aforesaid at the End of Six Calendar Months next after the Decease of the said Testator, with Interest thereon from his Decease until actual Payment thereof; with Provisoes of Accruer and Survivorship, in the event of any such Children, being a Daughter or Daughters, dying under the Age of Twenty-one Years, and without having been married, or, being a Son or Sons, dying under that Age, in favour of the others or other of them, together with his eldest Son and Daughter *Sarah*; and subject to the Payment of the said Sum of Twenty-two thousand

thousand five hundred Pounds therein-before directed to be raised for Portions for his younger Children, and to the Powers, Provisoos, and Directions in his said Will contained respecting his said Copyhold and Leasehold Estates and his said Personal Estate, the said Testator declared and directed, that the said *John Johnson Hodson* and *John Woodcock*, their Heirs, Executors, Administrators, and Assigns respectively, should stand seised and possessed of all his said Real and all his said residuary Personal Estate in Trust to pay to or permit or empower his said Son *James Alexander Hodson* and his Assigns to receive and take the Interest, Dividends, and annual Produce and the Rents, Issues, and annual Income of the same Real and Personal Estate during his natural Life, and from and after his Decease in Trust for all and every the Children of the said Testator's said Son *James Alexander Hodson* as therein mentioned; and in case there should be no Child or Children of his said Son *James Alexander Hodson*, or being such all of them should die under the Age of Twenty-one Years, then his said Freehold, Leasehold, and Copyhold Messuages, Lands, Tenements, and Hereditaments should be in Trust to pay to or permit or empower his the Testator's said Son *John Fowden Hodson* and his Assigns to receive and take the Interest, Dividends, and annual Produce, and the Rents, Issues, and annual Income of the same Real and Personal Estate during the Term of the natural Life of the said *John Fowden Hodson*; and after his Decease in Trust for all and every or such One or more of the Children of the said *John Fowden Hodson*, at such Time or Times, in Shares, and subject to such Conditions, Restrictions, and Limitations over, to or for the Benefit of all or any of such Children, as the said *John Fowden Hodson* from Time to Time, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing purporting to be his last Will and Testament or Codicil, to be signed and published by him in the Presence of and to be attested by Three credible Witnesses, should direct or appoint; and in default of and until such Appointment, and subject thereto, as concerning all his (the Testator's) Freehold, Copyhold, and Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments, in Trust for all and every the Child and Children of the said *John Fowden Hodson*, in equal Shares if more than One, as Tenants in Common, their respective Heirs, Executors, and Administrators for ever; and if any such Child or Children should die under the Age of Twenty-one Years, then as well the original Share of him, her, or them so dying as all such other Share or Shares as should survive to her, him, or them on the Death of any others or other of the said Children under the said Age of Twenty-one Years, should be in Trust for the Survivors or Survivor and others or other of them, in equal Shares if more than One, as Tenants in Common, their respective Heirs, Executors, Administrators, and Assigns for ever; and in case there should be no Child or Children of his said Son *John Fowden Hodson*, or being such all of them should die under the Age of Twenty-one Years, then his (the said Testator's) said Freehold, Leasehold, and Copyhold Messuages, Lands, Tenements, and Hereditaments, or so much

much thereof whereof there should have been no such Appointment as aforesaid, should be in Trust for all the said Testator's Daughters and younger Sons, in equal Shares, as Tenants in Common, their respective Heirs, Executors, Administrators, and Assigns, for ever; and if any such Child should die under the Age of Twenty-one Years, then as well as the original Shares of him, her, or them so dying, as all such other Share or Shares as should survive to him, her, or them on the Death of any others or other of the same Children under the said Age of Twenty-one Years, should be in Trust for the Survivors or Survivor and others or other of them, in equal Shares if more than One, as Tenants in Common, their respective Heirs, Executors, Administrators, and Assigns; and from and after the Death of the said Testator's said Son *James Alexander*, as to, for, and concerning all and singular his the Testator's Monies, Stocks, Funds, and Securities, and the residuary Personal Estate whatsoever, subject as aforesaid, the said Testator directed that the same should be held upon certain Trusts for the Benefit of the Children of his said Son *James Alexander*, as in and by his said Will are particularly declared; and in case there should be no such Child or Children of his said Son *James Alexander*, who being a Daughter or Daughters should attain the Age of Twenty-one Years, or be married, or being a Son or Sons should attain the Age of Twenty-one Years, then the said Testator thereby declared, that his said Trustees, and their Executors, Administrators, and Assigns, should stand and be possessed of and interested in all and singular the same Monies, Stocks, Funds, and Securities, and residuary Personal Estate whatsoever, upon the same Trusts, and to and for the same Ends, Intents, and Purposes, as was therein-before expressed and directed concerning the said Sum of Twenty-two thousand five hundred Pounds directed to be raised as Portions for his said Daughters and younger Sons as aforesaid, or such of them as should be then subsisting and capable of taking effect, and to be payable and transferrable, for the sole Benefit and separate Use of his said Daughters, in like Manner as their said Portions in the said Sum of Twenty-two thousand five hundred Pounds; and the said Testator directed that in case his said Son *James Alexander*, or his Assigns, should punctually pay the said Sum of Twenty-two thousand five hundred Pounds as Portions for his the Testator's younger Children when and as the same Portions should respectively become payable under the Directions of that his Will, and every Part thereof, and the Interest Monies therein-after directed to be paid in respect of the same, and until Default should be made in some of the same Payments, the Trustees for the Time being of that his Will should from Time to Time and at all Times permit and suffer or allow his said Son *James Alexander* and his Assigns, during his Life, to receive and take the Rents, Issues, and Profits, annual Produce and Income of his said Real and Personal Estate, and of every Part thereof (subject as therein-before is mentioned), for his and their own Benefit, without any Disturbance whatsoever; and in case his said Son *James Alexander* should, with his own Monies, pay or advance the Whole or any Part of the Principal of the said Sum of Twenty-two thousand five hundred Pounds, then and in such Case, and to that Extent, he should be and remain a Creditor upon the Real and Personal Fund therein-before
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made liable to the raising and Payment thereof; and the said *James Alexander Hodson* the Son, or his Executors, Administrators, or Assigns, should and might have the Amount of the Principal to be advanced by him raised and levied, by the Ways and Means aforesaid, by and out of the said Real and Personal Fund, to and for his and their Use and Benefit, with Interest thereon from the Time of the said Testator's Death, if the same should not have been before raised, after the Rate of Five Pounds *per Centum per Annum*; and the said Testator directed, that from and after his Decease Interest Money after the Rate of Four Pounds for every One hundred Pounds for a Year, upon such of the respective Portions of his said Daughters and younger Sons of and in the said Sum of Twenty-two thousand five hundred Pounds therein-before provided for them as should not at the Time of his Decease be payable by virtue of that his Will, should be paid by his said Son *James Alexander* or his Assigns, during his Life, and after his Death by the Person entitled to the Fund, subject to the Payment thereof, and in default of the regular Payment thereof should be raised and paid by the said Trustees for the Time being by and out of the Rents, Issues, and annual Produce of his said Real and Personal Estate, or by Mortgage, Sale, or other Disposition of the Whole or a sufficient Part thereof, until the same Portions should respectively become payable under the Directions of the said Will, and the Whole or a sufficient Part thereof should be applied by the same Trustees for the Maintenance, Education, and Support of such of his said Daughters and younger Sons respectively to whom the same Portions should belong; and the said Testator directed, that the Residue of any such Interest Money should be invested and accumulated in manner in his said Will mentioned, and that such Accumulation should go along with the principal Portions from whence the same should arise; and the said Testator thereby directed, that in case his said Son *James Alexander*, or his Assigns, should make default in Payment of the Portions therein-before provided for his (the Testator's) younger Sons and Daughters, or of any Part of the same, or any other Sum or Sums therein directed to be paid, when and as the same Monies should respectively become payable by virtue of that his Will, and his said Trustees should, in pursuance of his Directions for that Purpose given, by Mortgage, Sale, or other Disposition of all or any Part of his said Real and Personal Estate, happen to raise and levy more Money than would be sufficient to pay such Sum or Sums of Money upon such Default as aforesaid, then the Residue of the Money so raised and remaining in hand after Application of a sufficient Part thereof for the Purposes of that his Will should be placed out on Government or Real Securities, at Interest, in the Names of his said Trustees, who should stand possessed of such Securities upon the same Trusts and to and for the same Purposes as were therein declared concerning his Real and Personal Estate, or such of them as should be then subsisting, regard being had to the Nature of the Fund from whence the Monies so to be invested in Securities should respectively arise; and the said Testator thereby authorized and directed the Trustees for the Time being of that his Will, from Time to Time, as Occasion should require, and as they should think proper, during the Continuance of the Trusts by him therein declared, by Indenture or Indentures

[*Private.*]

under their respective Hands and Seals, to demise, lease, and grant his said Freehold, Copyhold, and Leasehold Premises, or any Part or Parts thereof, unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest; so as upon all such Leases there were reserved, to be payable quarterly or half-yearly during the Term thereby to be granted, the best and most improved yearly Rent or Rents that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift; and so as in all such Leases there were contained Conditions for Re-entry for the Nonpayment of the Rent; and so as no Clause be contained in any of the said Leases giving Power to any Lessee to commit Waste, and the respective Lessees execute Counterparts of all such Leases, and the Leases of the said Copyhold Parts of the said Premises were made according to the Custom or Customs of the Manor or Manors whereof the same were holden, and the Leases of the Leasehold Part of the said Premises were made to determine before the Determination of the Terms or Interest of the said Testator's said Trustees therein; and in the said Testator's Will is contained a Power for the Change and of new Appointment of Trustees; and the said Testator appointed the said *John Johnson Hodson* and *John Woodcock* Executors of that his Will: And whereas the said *James Alexander Hodson* the Testator departed this Life on the Twenty-fourth Day of *November* One thousand eight hundred and thirty-two, having in his Lifetime intermarried with *Sarah Hodges* Spinster, without having revoked or in any Manner altered his said in part recited Will, leaving Six Children him surviving; namely, the said *Sarah* the Wife of the said *John Woodcock* of *Wigan* in the County of *Lancaster*, Banker, *Harriet Jane* the Wife of *Hunter Ward*, now a Major in Her Majesty's Service, who had then each attained her Age of Twenty-one Years, and *James Alexander Hodson*, *John Fowden Hodson*, *Henry Frederick Hodson*, and *Maria Elizabeth Hodson*, who were then all Infants under the Age of Twenty-one Years: And whereas on the Thirteenth Day of *December* One thousand eight hundred and thirty-two the said recited Will was duly proved in the Consistory Court of the Diocese of *Chester* by the said *John Johnson Hodson* and *John Woodcock*, the Executors therein named: And whereas the said *James Alexander Hodson* the Son departed this Life on the Ninth Day of *April* One thousand eight hundred and thirty-three, an Infant of the Age of Twenty Years or thereabouts, and a Bachelor; whereupon the said *John Fowden Hodson* became equitable Tenant for Life in Possession of the Real and Leasehold Estates devised and bequeathed by the said Will of his said late Father: And whereas the said *John Fowden Hodson* hath since attained his Age of Twenty-one Years, and he has never been married: And whereas the said *Henry Frederick Hodson* hath also since attained his Age of Twenty-one Years: And whereas the said *Maria Elizabeth Hodson* is still an Infant under the Age of Twenty-one Years, and single and unmarried: And whereas there are believed to be within and under many of the Estates devised by the said recited Will of the said *James Alexander Hodson* the Testator, deceased, divers Mines of Coal, Cannel, and other Minerals of considerable Value, which have not hitherto been opened or worked, and there are under
other

other Parts of the said Estates other Mines, which previously to the Decease of the said Testator had been opened, and partly worked: And whereas the said Estates are conveniently situated and well adapted for building upon, and are capable of other Improvements: And whereas few Persons are willing to expend large Sums of Money in building Manufactories, Dwelling Houses, or other Buildings in *Wigan* and the Neighbourhood where the said Estates are situate, unless under Conveyances in Fee, or Leases or Demises for long Terms of Years, but the said Estates might be disposed of at very considerably increased annual Rents, for the Purpose of such Erections and Buildings or other Improvements, under Conveyances in Fee, or Demises or Leases for long Terms of Years: And whereas the said in part recited Will does not contain any Power to open and work Mines, or to grant Leases for that Purpose, or to make Conveyances or grant Leases for the Purposes of building, except the said Power of leasing for Twenty-one Years: And whereas it would be for the Benefit of the said several Persons interested or entitled under the said in part recited Will of the said *James Alexander Hodson* the Testator, if such Powers of granting Mining and Building Leases or Conveyances as are herein-after contained were given to the Persons and in manner herein-after mentioned; but the same cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Fowden Hodson*, *John Woodcock* and *Sarah* his Wife, *Hunter Ward* and *Harriet Jane* his Wife, and the said *Henry Frederick Hodson* and *Maria Elizabeth Hodson*, 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 from and immediately after the passing of this Act it shall and may be lawful to and for the said *John Johnson Hodson* and *John Woodcock*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said recited Will of the said *James Alexander Hodson* the elder, deceased, on the Request and with the Approbation of the said *John Fowden Hodson* during his Life, to be testified by some Writing under his Hand, and after the Decease of the said *John Fowden Hodson* then for the said *John Johnson Hodson* and *John Woodcock*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said recited Will, of their or his sole Authority, during the Minority or respective Minorities of any Person or Persons for the Time being beneficially entitled under or by virtue or means of the Trusts of the said recited Will to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments and Premises comprised in the First and Second Schedules to this Act annexed, or any of them, or any Part or Share thereof respectively, (nevertheless with such Consent, when requisite, as herein-after mentioned, according to the Proviso in that Behalf herein-after contained,) by any Deed or Deeds, Instrument or Instruments, in Writing, to be sealed and delivered by the said *John Johnson Hodson* and *John Woodcock*, or the Survivor of them, or the Heirs of such Survivor, their

Trustees of the Will of J. A. Hodson the elder, empowered to grant Leases of Mines in Premises comprised in First and Second Schedules.

their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the Will of the said Testator *James Alexander Hodson* deceased, in the Presence of and to be attested by One or more Witness or Witnesses, and either referring or not referring to this present Power, to grant, demise, or lease, or join or concur in granting, demising, or leasing, all or any Part or Parts, Share or Shares, of such of the Mines, Delfs, Quarries, Beds, Veins, and Seams of Coal, Cannel, Stone Brick, Clay, and other Minerals lying or being in, within, or under all or any of the Lands, Hereditaments, [and Premises specified in the First and Second Schedules to this Act annexed, or either of them, or in, within, or under all or any Freehold, Copyhold, or Customary Lands, Hereditaments, or Premises situate in the said County of *Lancaster* comprised in and demised by the said Will of the said Testator *James Alexander Hodson*, with their Appurtenances, as well such as were unopened as such as were opened at the Time of the Death of the said Testator *James Alexander Hodson*, (but nevertheless as to such of the said Hereditaments and Premises as may be of Copyhold or Customary Tenure, so far only as may be consistent with the Customs of the Manors of which the same may be respectively holden,) and also all or any Part or Parts of the said Lands, Hereditaments, and Premises which it may be thought expedient to demise and lease, with such Mines, Delfs, Quarries, Beds, Veins, and Seams, for the better or more effectually working the same, or which may be deemed advisable or expedient to be held therewith, unto any Person or Persons, for any Term or Number of Years not exceeding, as to such of the said Mines, Delfs, Quarries, Beds, Veins, and Seams as were opened at the Time of the Death of the said Testator *James Alexander Hodson*, the Term or Number of Twenty-one Years, and not exceeding, as to such of the said Mines, Delfs, Quarries, Beds, Veins, and Seams as were unopened at the Time of the Death of said *James Alexander Hodson*, the Term or Number of Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest; and in and by every or any such Demise or Lease to give, grant, and demise to the Lessee or Lessees to be therein named, and his and their Executors, Administrators, and Assigns, full and free Liberty, Licence, Power, and Authority to dig, search for, take, get, use, burn, smelt, manufacture, and dispose of all such Coal, Cannel, Stone, Brick, Clay, and other Minerals whatsoever as shall be found within or upon the Mines, Delfs, Quarries, Beds, Veins, and Seams thereby to be demised, or in working or mining the same; and to dig, sink, win, work, and make such Pits, Groves, Shafts, Tunnels, Drifts, Trenches, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, set up, and work such Furnaces, Brick-kilns, Tilekilns, Fire Engines, Steam Engines, and other Engines and Machinery, Collieries, and other Works or Contrivances, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing, such Coal, Cannel, Stone, Brick Clay, or other Minerals as aforesaid within, out of, and from the said Mines, Quarries, Delfs, Veins, Beds, and Seams, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale as for the Use of any such Furnaces and Works, or otherwise, and for bringing and carrying Water for working the said Machinery

Collieries, and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines, Veins, Beds, Seams, and Works respectively, and for effectually ventilating the same; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room for laying and placing the Slack, Coal, Cannel, Coke, Brick Earth, Brick Clay, Stone, Earth, and Rubbish that shall from Time to Time proceed from, or be wrought, dug, or gotten out of the said Mines, Quarries, Delfs, Veins, Beds, or Seams respectively, or from or out of any Furnace or Furnaces, Brick-kilns, Tilekilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Place or Places on any Parts of the Hereditaments and Premises comprised in the said First and Second Schedules to this Act annexed, or either of them, such Place or Places being within a convenient Distance from the said Mines, Quarries, Delfs, Veins, Beds, and Seams so to be demised and leased as aforesaid, all such Houses, Cottages,hovels, Lodges, Store-rooms, Heap-rooms, Coke-hearths, Engine-houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines, and Machinery, Collieries, Brick-kilns, and other Works, with such Yards, Gardens, Curtilages, Store-yards, and Places, to be annexed to or enjoyed with such Houses, Cottages, and other Buildings, as shall from Time to Time be needful or desirable for more conveniently enjoying and working the said Mines and Works respectively, or for the Habitation and Convenience of Workmen, and for the Accommodation of Horses and other Cattle employed in or about the said Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Coal, Cannel, Stone, Bricks, Minerals, or Produce, to be respectively employed or used or gotten in or about the same, and to dig and get Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar and other Materials, for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls and Fences as aforesaid, or any of them, or any of the Ways or Roads herein-after referred to; and also full Licence, Power, and Authority to and for such Lessee or Lessees to have, use, and take (so far as the Lessors for the Time being may be competent to grant the same, and without Injury or Prejudice to the Rights of other Parties,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Hereditaments and Premises, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose or Purposes connected with the beneficial working of the said Mines; and also to make, have, use, and enjoy such Wayleaves, Roads, Store-yards, and other like Easements and Privileges, in, upon, out of, or over all or any Part or Parts of the said last-mentioned Hereditaments, as will render the Occupation and working of the said Mines, Quarries, Delfs, Veins, Beds, Seams, and Collieries, and the Deposit, Manufacture, Sale, and Carriage of the said Coal, Cannel, Coke, Stone, Bricks, Tiles, Clay, and other Minerals and Mineral Produce, advantageous and convenient, or as shall be reasonably agreed upon with or required by the Lessee or Lessees in any such Lease or Leases; and together

[*Private.*]

with full Power and Authority for any such Lessee or Lessees to make, construct, and set up such Railway or Railways, Tramroad or Tramroads, and other Roads or Ways, Watercourse or Watercourses, in, over, or upon any Part or Parts of the said Lands and Hereditaments, as shall or may be necessary or convenient for facilitating the transporting and carrying such Coal, Cannel, Stone, Bricks, Tiles, Clay, and other Minerals as aforesaid from the said Mines, Veins, and Seams, or from any Furnace or Furnaces, Stone Quarries, Brick-kilns, Tilekilns, or other Place or Places at which the same shall be deposited or manufactured as aforesaid, to any Place or Places whatsoever; or for carrying and conducting Water to or from such Mines or Works as aforesaid, or any of them, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing off such Railways or Tramroads, or Watercourses, from the Lands or Grounds adjoining thereto; and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Coal, Cannel, Stone, Brick Earth, Clay, or other Minerals to be demised or leased as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as are usual or customary in the Neighbourhood in which any of such Mines, Beds, Veins, or Seams shall respectively lie, or shall or may be reasonably agreed upon with or required by any such Lessee or Lessees as aforesaid; so that upon every such Demise or Lease there be reserved and made payable yearly or oftener during the Continuance of the same Demise or Lease, to the Lessors or Lessor granting such Demise or Lease, their or his Heirs and Assigns, the best or most improved yearly or other Rent or Rents, either in Money or in Tolls, Duties, Royalties, and Revenues, or partly in Money and partly in Tolls, Duties, Royalties, and Revenues, that can be reasonably had or obtained for or in respect of the said Mines, Quarries, Delfs, Veins, Beds, and Seams, Minerals and Mineral Produce, Powers and Privileges respectively, either alone, or together with any Lands to be comprised in and demised or leased by such Demise or Lease, as the Case may be, without taking any Fine or Foregift, or any thing in the Nature of a Fine or Foregift, in respect of the making thereof; and so that in every such Demise or Lease there be contained a Clause of Re-entry in case the Rent or Rents thereupon to be reserved shall be behind and unpaid by any Space not exceeding Sixty Days after the Times to be appointed for Payment thereof, and such other Clauses or Powers of Re-entry, or for Determination of any such Lease or Demises, as may be mutually agreed upon between the Lessors and Lessees respectively; and so that the Demise or Lease of all Lands or Grounds to be demised or leased, with any Mine or Mineral Property, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, or Watercourses as aforesaid, shall cease with the Demise or Lease of the same Mines or Mineral Property; and so that the Lessee or Lessees to whom any such Demise or Lease shall be made as aforesaid shall within One Year from the Date of the same Demise or Lease seal and deliver a Counterpart or Duplicate of such Demise or Lease; and so that in every

every such Demise or Lease of any Mines or Mineral Property there shall be contained a Covenant on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to work the same Mines and Minerals in a due and proper Manner, and without any voluntary Intermission or unnecessary Loss of Time, and to render the same as productive of Rent or Royalty, or both, as Circumstances will permit; and also a Covenant or Proviso on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, that it shall and may be lawful to and for the Lessors or Lessor, his or their Heirs or Assigns, or their or his Cestuique Trusts (if such there be), or any of them, (if they, he, or she should in their or his Discretion think fit so to do,) at the Expiration or other sooner Determination of the Term of Years to be granted by such Demise or Lease, they or he having given Six Months previous Notice in Writing of their or his Intention so to do, to purchase all and singular or any of the Tramplates, Engines, Tools, Implements, and Utensils used or employed by such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises to him, her, or them demised in or by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Lease shall be fixed, one of them by the Person or Persons so intending to purchase, another by the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and the third by the said Two first chosen before they shall enter upon the Valuation, with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease; and so that in every such Lease comprising any Lands or Grounds there be contained a Covenant on the Part of the Lessee or Lessees, his or their Executors, Administrators, and Assigns, to cultivate, manage, and improve or occupy the said Lands and Grounds, according to the Purpose for which they shall be demised or leased, according to the best Rules of good Management; and that every or any such Lease or Demise shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the Lessors and Lessees, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements herein-before directed to be inserted therein.

II. And be it further enacted, That from and immediately after the passing of this Act it shall and may be lawful to and for the said *John Johnson Hodson* and *John Woodcock*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said recited Will of the said *James Alexander Hodson* the Testator, deceased, on the Request and with the Approbation of the said *John Fowden Hodson* during his Life, to be testified by some Writing under his Hand, and after his Decease for the said *John Johnson Hodson* and *John Woodcock*, and the Suvivor of them, and the Heirs of such Survivor,

Trustees
empowered
to grant
Building
Leases.

Survivor, their or his Assigns, or other the Trustee or Trustees for the Time being acting in the Execution of the Trusts of the said recited Will, of their or his sole Authority, during the Minority or respective Minorities of any Person or Persons for the Time being beneficially entitled under or by virtue of the Trusts of the said recited Will to the Possession or to the Receipt of the Rents and Profits of the Hereditaments and Premises comprised in the said First and Second Schedules to this Act annexed, (nevertheless with such Consent, when requisite, as herein-after mentioned, according to the Proviso in that Behalf herein-after contained,) to contract and agree to convey, or to demise or lease, and afterwards by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by the said *John Johnson Hodson* and *John Woodcock*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said recited Will, in the Presence of and to be attested by One or more Witness or Witnesses, and either referring or not referring to this present Power, to convey or demise or lease, or to join or concur in conveying or demising or leasing, or (in the first instance, and without any such previous Contract or Agreement,) by any such Deed or Instrument in Writing, executed and attested as last aforesaid, to convey or demise or lease, or join or concur in conveying or demising or leasing, all or any Part or Share or Parts or Shares of the Lands and Hereditaments comprised or specified in the First and Second Schedules to this Act annexed, or either of them, but nevertheless, as to such of the said Hereditaments and Premises as may be of Copyhold or Customary Tenure, so far only as may be consistent with the Customs of the Manor or Manors of which the same may be respectively holden, unto or for the Benefit of any Person or Persons, and his and their Heirs and Assigns, for ever, or unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, or Assigns, 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, and to commence or be computed from the Date of such Contract, Agreement, or Lease, who shall be willing substantially to improve or repair any of the present or any future Messuages or Cottages, Houses, or other Erections or Buildings, upon any Part of the same Lands or Hereditaments respectively, or to erect and build any Messuages or Cottages, Houses, or other Erections or Buildings in lieu or stead thereof or in addition thereto, or to erect and build, any Messuages or Cottages, Houses, or other Erections or Buildings on any Part or Parts of the said Lands and Hereditaments whereon no Buildings shall be then standing, or who shall be willing to annex any of the said Lands and Hereditaments respectively for Gardens, Yards, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the said Lands and Hereditaments, or any of them respectively, or to the Executors, Administrators, or Assigns, or the Nominee or Nominees of such Person or Persons respectively; with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Messuages, Cottages, Houses, Buildings, or Works for the Time being

being standing or being upon or within the Lands or Grounds in any such Contracts, Conveyances, or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon; and with or without Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Land or Ground to be comprised in any such Contract or Conveyance, Demise or Lease respectively, for Yards or Gardens to be attached to the Messuages, Cottages, Erections, or other Buildings which may be built on the Land or Ground so conveyed or demised or leased, or contracted so to be, and also for the Site of any Streets, Squares, private or public Roads, Ways, Passages, or Avenues, or otherwise, for the Use and Convenience of the Grantee or Grantees, or Lessee or Lessees, or other Tenants or Occupiers of the Premises, or for the general Improvement of the Premises, and to make Drains, Sewers, and other Easements for the more convenient Enjoyment thereof, and to dig and take, from or out of the Land or Ground to be comprised in any such Conveyance, Lease, or Contract, any Stones, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and to manufacture the same into Bricks or Tiles or other Materials to be respectively used in and about such Buildings or other Improvements, to be erected or made in or upon the Premises so conveyed or demised or leased, or contracted to be conveyed or demised or leased, but not otherwise; and also with or without any other Liberties, Easements, or Privileges which to the Person or Persons granting such Conveyances, Leases, or Contracts respectively seem reasonable, and as are not unusual in Leases of a like Description; so that upon every such Conveyance or Demise or Lease there be reserved the best or most improved Rent or Rents that can be reasonably obtained for the same, to commence or take effect from the Date or Commencement of every such Lease, Conveyance, or Contract respectively, or at the End of or within the Term of Five Years, to be computed from the Date of such Lease, Conveyance, or Contract respectively, or by progressive Proportions at any Time within the said Term of Five Years; and so that every such Demise or Lease or Conveyance, or Contract for a Demise or Lease or Conveyance, as last aforesaid, be made without taking any Fine or Premium or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof; and provided also, that the Premises comprised in any such Contract or Agreement may be afterwards conveyed or demised or leased in such separate and distinct Parts or Parcels, and by such separate and distinct Leases or Conveyances, and under and subject to such separate and distinct Parts and Proportions of the yearly Rent or Rents reserved or agreed to be reserved by any such Contract or Agreement, as shall be thought secure, proper, or convenient: Provided always, that if the yearly Rent or Rents to be reserved upon the Conveyance or Conveyances, or Lease or Leases, to be granted of any Part or Parts only of the Hereditaments comprised in and agreed to be conveyed or leased by any One such Contract or Agreement as aforesaid, shall amount to or make up the full and clear yearly Rent or Sum in such Contract or Agreement stipulated or agreed to be paid for all the Hereditaments comprised in the same Contract or Agreement, then and in every such Case the Remainder

[*Private.*]

of the Hereditaments comprised in the same Contract or Agreement, or any Part or Parts thereof, may be from Time to Time granted or demised, together with the Buildings (if any) erected thereon, at the yearly Rent of a Peppercorn, payable if demanded, provided the Rent or Rents reserved on the other Premises comprised in such Contract or Agreement be secured on the Premises of a clear annual Value of at least Five Times the Amount of such Rent (but nevertheless that the respective Lessees or Grantees, or any Person or Persons claiming under them, shall not, after the Expiration of Twenty Years from the Date thereof respectively, be bound to ascertain such annual Value); provided also, that every such Contract or Agreement as aforesaid shall be in Writing, and that in every such Contract or Agreement there shall be inserted a Clause or Condition of Re-entry (into such Part or Parcels of the Hereditaments in such Contract or Agreement comprised and agreed to be leased or conveyed, and not actually leased or conveyed at the Time of Re-entry) for Breach of any of the Stipulations in such Contract or Agreement contained, on the Part of the intended Lessee or Lessees or Grantee or Grantees, as to such Property so not actually leased or conveyed; provided also, that there be contained in every such Conveyance or Demise or Lease made for the Purpose of having Buildings erected or repaired a Covenant or Covenants from the Grantee or Grantees, Lessee or Lessees, to erect, build, and finish, and from Time to Time during the Term thereby created well and substantially to repair and keep in repair, all and singular the Messuages, Cottages, Erections, and other Buildings to be comprised in or to be covenanted to be erected and built by or be in progress at the Time of the Execution of every such Conveyance or Demise or Lease, or to be thereafter erected and built upon the Premises thereby conveyed or demised and leased, and to keep all the Buildings in every such Conveyance or Demise or Lease to be comprised insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in some One or more of the public Offices of Insurance in *England* for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire, and at the End or other sooner Determination of the Term to be created by any Demise or Lease to surrender the Premises thereby demised and leased; and so that there be contained in every such Conveyance, Demise, or Lease a Power for the Person or Persons for the Time being entitled to the Rents and Profits to the Premises conveyed or demised or leased, and his, her, or their Surveyors, Agents, and Workmen, to enter upon the Premises at all reasonable Times, and inspect the Condition thereof; and also a Clause in the Nature of a Condition of Re-entry for the Nonpayment of the Rent thereby respectively reserved by any Space not exceeding Sixty Days next after the same shall become payable, or for Nonperformance of the Covenants, Provisoes, or Agreements therein-before contained on the Part of the Grantee or Grantees or Lessee or Lessees; and in such Conveyances or Demises or Leases respectively, or Contracts for a Conveyance or Conveyances or Lease or Leases respectively, there may be inserted all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the

the Case may appear to the Parties or Party making or executing any such Conveyance or Conveyances or Lease or Leases to be reasonable and proper, so that the Grantee or Grantees or Lessee or Lessees to be named in every such Conveyance or Demise or Lease do execute a Counterpart or Counterparts or Duplicates or Duplicate thereof respectively.

III. Provided always, and be it enacted, That after the Decease of the said *John Fowden Hodson* every such Lease or Conveyance as aforesaid, as well for mining Purposes as for building or repairing Purposes, shall be granted or made, as to the Share or Shares of such Child or Children of the said *John Fowden Hodson* (if any) who may then have attained the Age of Twenty-one Years, with the Consent in Writing of such adult Child or adult Children respectively, his Heirs, Executors, Administrators, or Assigns, as the Case may be, and as to such of them as shall be Females notwithstanding Coverture, and whether covert or sole.

After the Death of J. F. Hodson, Lease to be with Consent of adult Children as to their Shares.

IV. And be it enacted, That the Receipt of the Persons or Person making every or any such Conveyance or Conveyances, Lease or Leases as aforesaid, whether for mining Purposes or for building or repairing Purposes, endorsed on such Conveyance or Lease, acknowledging that they, he, or she have or has received such Counterpart or Duplicate as is hereby required to be executed of such Conveyance or Conveyances, Lease or Leases respectively as aforesaid, shall, in favour of the respective Grantees or Lessees, and all Parties claiming or to claim under them respectively, be full and conclusive Evidence that such Counterpart or Duplicate shall have been duly made and executed pursuant to the Provisions of this Act.

Receipt of Grantor or Lessor, if having received Counterpart, to be sufficient.

V. And be it further enacted, That if the Possession of any of the Premises comprised in any such Mining Lease as aforesaid, or in any such Building or Repairing Conveyance or Lease, or Contract for any Building or Repairing Conveyance or Lease as aforesaid, shall be entered upon and resumed or recovered under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the Persons or Person for the Time being empowered by this Act to grant or make Leases or Conveyances as aforesaid to grant or make Leases, either for mining Purposes, or Conveyances or Leases for building or repairing Purposes, as aforesaid, and to enter into Contracts for the making or granting of Conveyances or Leases for building or repairing Purposes, and afterwards to make such Conveyances or to grant such Leases of all or any Part or Parts of the Lands, Hereditaments, and Premises herein-before authorized to be conveyed or demised, in the same Manner as if no Conveyances or Leases, or Contracts for Conveyances or Leases thereof, had previously been granted or entered into.

In case of Re-entry on any of the Premises, Trustees, authorized to grant new Conveyances or Leases thereof.

VI. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant Conveyances or Leases for the Purposes of building or repairing as aforesaid, from Time to Time to enter into any new Contract or Contracts (such new Contract or Contracts not being substantially inconsistent with the Power for making or granting Building or Repairing Conveyances

Trustees empowered to enter into new Contracts.

Conveyances or Leases given by this Act) with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, his, her, or their respective Heirs, Executors, Administrators, or Assigns, by way of Addition to or Modification, Alteration, or Explanation of all or any of the Covenants, Agreements, and Stipulations in such Contract or Contracts respectively contained or to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, his, her, or their respective Heirs, Executors, Administrators, or Assigns, from the Observance and Performance of all or any Part of the same Contract or Contracts respectively, or of any of the Stipulations therein contained; and, if the same shall be thought expedient, to enter into with or take from such Person or Persons, or his or their Heirs, Executors, Administrators, or Assigns, any new Covenants, Agreements, or Stipulations in lieu of the Part or Parts of the same Contract or Contracts respectively which shall be so released, modified, or altered, or to accept a Surrender of all or any Part of the Hereditaments and Premises comprised in any such Contract; and the Hereditaments and Premises so surrendered may be contracted and agreed to be conveyed or leased, and afterwards conveyed or leased, under the Powers herein-before contained, in the same or the like Manner as if no Contract or Contracts for conveying or leasing the same had been previously entered into or executed.

Conveyances or Leases made under this Act to be deemed to have been duly made.

VII. And be it further enacted, That every Conveyance or Lease to be made or granted under the Provisions and according to the Restrictions of the Powers in this Act contained, and not being substantially inconsistent with the Powers given by this Act, shall be deemed and taken to be duly made or granted although the same should have been made in pursuance or in consequence of a previous Contract, and such Contract should not have been in all respects duly observed; and that after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title, at Law or in Equity, to or to the Benefit of such Lease, or to the Benefit of the Term or Interest thereby granted.

Trustees empowered to lay out any Part of the Premises demised for building in Streets or Squares, &c.

VIII. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to make or grant Conveyances or Leases for the Purposes of building or repairing as aforesaid to lay out and appropriate, or to concur in laying out and appropriating, any Part of the Land and Hereditaments herein-before authorized to be so conveyed or leased as aforesaid as and for a Street or Streets, Way or Ways, Avenue or Avenues, Square or Squares, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the Estate and the Accommodation of the Tenants or Occupiers thereof.

Conveyances or Leases in which there is any in-

IX. And be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make or grant Conveyances or Leases under all or any or either of the Powers for that Purpose herein-before contained to confirm any

any Conveyance or Conveyances or Lease or Leases to be made or granted by virtue of this Act in any Case or Cases in which for some technical Error or Informality in making or granting or executing the same, or entering into the Contract for making or granting the same, such Conveyance or Conveyances, Lease or Leases, may be, or may be considered or supposed to be, void or voidable.

formality
may be con-
firmed.

X. Provided always, and be it further enacted, That this Act shall not, nor shall any thing therein contained, be construed, deemed, or taken to annul, prejudice, lessen, or affect the Power of leasing contained in the said recited Will of the said *James Alexander Hodson* the Father, deceased, except that the same shall not be exercisable to the Prejudice of any Grantee or Grantees or Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, or Assigns, claiming any Conveyance or Conveyances or Lease or Leases, or Contract or Contracts for a Conveyance or Conveyances or Lease or Leases, to be made or entered into pursuant to the Provisions of this Act.

Act not to
affect the
Power of
leasing con-
tained in the
Will of said
J. A. Hodson
the Father.

XI. And be it further enacted, That the said *John Johnson Hodson* and *John Woodcock*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, and other the Trustees or Trustee for the Time being acting in the Execution of the said recited Will, shall stand and be possessed of and interested in the Rents, Royalties, and other Payments for and in respect of Mines, Delfs, Quarries, Beds, Veins, and Seams which were unopened at the Time of the Death of the said Testator *James Alexander Hodson*, which shall be reserved and made payable and be paid to them or him under and by virtue of every Demise or Lease to be made or executed under the Power of leasing for mining Purposes firstly herein-before contained, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, herein-after declared and contained concerning the same; that is to say, as to so much of the said Rents, Royalties, and other Payments as shall become due or payable during the Time that the said *John Fowden Hodson* shall, by virtue of the Limitations contained in the said recited Will of the said *James Alexander Hodson* the Father, be entitled as Tenant for Life to the immediate equitable Freehold of the Hereditaments and Premises to be comprised in any such Demise or Lease, upon Trust that they the said *John Johnson Hodson* and *John Woodcock*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, or other the Trustee or Trustees for the Time being acting in the Execution of the Trusts of the said recited Will, do and shall from Time to Time pay and apply, or cause to be paid and applied, One equal Seventh Part of the same Rents and Royalties and other Payments to the said *John Fowden Hodson* or his Assigns, for his and their own Use, and do and shall from Time to Time pay or cause to be paid the other or remaining Six equal Seventh Parts of the said Rents, Royalties, and other Payments into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account to be entitled "*ex parte Hodson's*

Application
of Money to
be received
by Trustees.

[*Private.*]

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Mine

Receipt of the Cashier of the Bank, and Certificate of the Accountant General, to be a sufficient Discharge.

Mine Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First Chapter Thirty-two, 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 His late Majesty King *George* the Second, Chapter Twenty-four, and the Receipt or Receipts of any Cashier of the Bank of *England* for the Six Sevenths of the said Rents or other Reservations, and the Certificate or Certificates of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge or effectual and conclusive Discharges to the Person or Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificates and Receipts as aforesaid the said *John Johnson Hodson* and *John Woodcock*, or either of them, their or either of their Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being under the Will of the said *James Alexander Hodson* deceased, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money, or any Part thereof; and as to the whole of the said Rents, Royalties, or other Payments which shall become due or payable at any Time or Times after the said *John Fowden Hodson* shall by his Death, or by any other Means, have ceased to be so entitled as Tenant for Life as aforesaid, upon Trust that they the said *John Johnson Hodson* and *John Woodcock*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said recited Will, do and shall pay the entirety of the same Rents, Royalties, and other Payments to the Person or Persons, for the Purposes, and in the Manner, to whom and for and in which, under or by virtue of the said recited Will of the said *James Alexander Hodson* the Father, the yearly Rents, Issues, and Profits of the same Hereditaments and Premises would for the Time being have been payable or applicable if this Act had not been passed.

What Receipts to be sufficient.

XII. Provided always, and be it further enacted, That the Receipt or Receipts of them the said *John Johnson Hodson* and *John Woodcock*, or the Survivor of them, or of the Heirs of such Survivor, their or his Assigns, or of other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said in part recited Will, or their or his Assigns, shall be a good and sufficient Discharge or good and sufficient Discharges to the Grantee or Grantees or Lessee or Lessees respectively, and their respective Heirs, Executors, Administrators, or Assigns, and to all other Persons, for the Rents, Royalties, or other Reservations to be reserved and made payable by any such Conveyance or Demise or Lease, or Contract for a Conveyance, Demise, or Lease, as herein-before is mentioned, or for such Part or Parts of the same Rents, Royalties, and other Reservations as shall in such Receipt or Receipts be expressed to be received; and after such Receipt or Receipts shall be given such Grantees or Lessees or other Persons, and their respective Heirs, Executors, Administrators, and Assigns, shall not be bound to see to the Application of the Monies therein respectively expressed to be received,

received, or be answerable or accountable for any Nonapplication or Misapplication thereof.

XIII. Provided always, and be it further enacted, That the said *John Johnson Hodson* and *John Woodcock*, and other the Trustee or Trustees for the Time being acting in the Execution of the said recited Will, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, and each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity; and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses, or for the Misconduct of any Receiver, Bailiff, Agent, or other Persons or Person who shall or may be appointed or employed by them or any of them in relation to the Premises; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of the said recited Will of the said *James Alexander Hodson* the Father, to retain and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Trustees
answerable
for their own
Acts only.

XIV. And be it further enacted, That upon a Petition to be preferred to the said Court in a summary Way by any Person or Persons interested in the Hereditaments for the Time being subject to the Trusts and Provisions of the said recited Will of the said *James Alexander Hodson* the Father, either in Possession, Remainder, or Reversion, or of the Guardian or Guardians of any such Person or Persons being an Infant or Infants, or by the said *John Johnson Hodson* and *John Woodcock*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustee or Trustees for the Time being of the same Will, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, 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 Provisions herein contained, to be from Time to Time laid out, in such Manner as the said Court of Chancery shall direct, in paying off or discharging so much or such Part or Parts of the said Sum of Twenty-two thousand five hundred Pounds, by the said recited Will directed to be raised as aforesaid, as shall for the Time being remain unpaid or unsatisfied, or any Part or Parts thereof, or in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances affecting all or any Part of the Hereditaments and Premises comprised in the said Schedules or any of them, or in the Purchase or Purchases of any Freehold or Copyhold Manors, Messuages, Tenements, Lands, or Hereditaments, in *England* or *Wales*, whereof the Copyhold shall not exceed more than One Sixth

Court of
Chancery
empowered
to invest the
Money in
the Purchase
of Real
Estate.

Sixth Part of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature); and the same Hereditaments shall immediately after the Purchase thereof be settled and assured to and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations, as the Hereditaments and Premises specified in the said First and Second Schedules to this Act annexed shall respectively then stand limited, settled, or assured under or by virtue of the said Will of the said Testator *James Alexander Hodson*, and this Act, or as near thereto as Circumstances will admit.

Until so applied, the Money to be laid out in the Purchase of Navy, Victualling, or Exchequer Bills.

XV. Provided always, and be it further enacted, That all Monies which pursuant to the Direction herein-before contained shall be paid into the Bank of *England* as aforesaid, 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 Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out, by the Accountant General of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful to and for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment and shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase or Purchases as aforesaid; 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 that Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons respectively.

Court of Chancery to

XVI. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way

as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expences which shall be from Time to Time incurred in the applying for, obtaining, and passing of this Act, and in the Proceedings preparatory for the same, whether in the said Court of Chancery or otherwise, together with Interest on such Monies as may have been or shall be advanced or subscribed by any Person or Persons for or towards the raising and providing of the said Costs, and in making the several Applications to the said Court of Chancery in pursuance of this Act, and in making or completing as well the Mining Leases as the Building and Repairing Leases and Conveyances, and the Contracts for the same, hereby authorized to be granted or made, and in surveying and measuring the said Mines and Sites and Hereditaments to be comprised in any such Leases or Conveyances or Contracts respectively, and in or about the doing or executing other Acts, Matters, and Things preliminary to the granting such Leases or making such Conveyances or entering into such Contracts, and in ascertaining from Time to Time the Quantities and Amount of Coal, Cannel, Brick Clay, Sand, Stone, and Limestone, and other Minerals to be dug or gotten by virtue of such Mining Leases, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank, and discharging such Incumbrances, renewing such Leases or Conveyances, improving the said Hereditaments and Premises, or investing the aforesaid Monies, or any of them, in the Purchase of such Manors, Messuages, Tenements, Lands, and Hereditaments as aforesaid, and in investigating the Title of the same, or otherwise in carrying the Trusts and Purposes of this Act into execution; and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid, or out of any Part of the Trust Funds belonging to the Estates of the said *James Alexander Hodson* the Father.

make Order
as to Costs.

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, or their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *John Fowden Hodson* and his Assigns, and all and every the Children and Child of the said *John Fowden Hodson*, and their, his, or her respective Heirs, Executors, Administrators, and Assigns, and the said *Henry Frederick Hodson*, *John Woodcock* and *Sarah* his Wife, *Hunter Ward* and *Harriet Jane* his Wife, and *Maria Elizabeth Hodson*, and each of them, their and each of their Heirs, Executors, Administrators, and Assigns, and the said *John Johnson Hodson* and *John Woodcock* as such Trustees as aforesaid, their and each of their Heirs, Executors, Administrators, and Assigns, and also except all and every other Person and Persons whomsoever having, or lawfully or equitably claiming, or who shall or may hereafter have, or lawfully or equitably claim, either originally or derivatively, any Estate, Right, Title, or Interest whatsoever under or by virtue or means of the said recited Will

General
Saving.

[*Private.*]

of the said *James Alexander Hodson* the Father, deceased, all such Estate, Right, Title, or Interest of, in, to, or out of the said Hereditaments, Mines, Quarries, Veins, Beds, and Seams of Coal, Cannel, and Limestone, and other Minerals, and all and singular other the Premises intended to be affected by this Act, or any of them, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been made.

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

XVIII. And be it further 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 printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE referred to in the foregoing Act.

No.	A.	R.	P.
1. The Kirkless Estate, and Twelve Cottages thereon, in the several Townships of Aspull, Ince, and Wigan, in the Parish of Wigan and County of Lancaster, in the Occupation of Ralph Thicknesse, Esquire. or his Under-tenants, and containing of Statute Measure - - - - -	91	3	11
2. Thirteen Cottages in the said Township of Aspull, called the Vigo or Stone Row, in the Occupation of the said Ralph Thicknesse or his Under-tenants, and containing of Statute Measure - - - - -	0	0	6
3. Twelve Cottages and Gardens, and a vacant Plot of Land, in the said Township of Aspull, called the Brick Row, near the Lancaster Canal, in the Occupation of the said Ralph Thicknesse or his Under-tenants, and containing of Statute Measure - - - - -	2	3	30
4. Eight Cottages and a vacant Plot of Land in the said Township of Aspull, called the Brick Row, near Halliwell's Old Engine, in the Occupation of the said Ralph Thicknesse or his Under-tenants, and containing of Statute Measure - - - - -	1	0	9
5. A Dwelling House, Stable, Cowhouse, Garden, and Three Closes of Land in the said Township of Aspull, in the Occupation of Giles Fletcher, and containing of Statute Measure - - - - -	13	3	1
6. The Bark Hill Estate, consisting of Farmhouse, Outbuildings, and Eleven Closes of Land, in the said Township of Aspull, in the Occupation of John Hurst, and containing of Statute Measure - - - - -	64	2	2
7. The Wood's Fold Estate (now also called Bark Hill), consisting of Farmhouse, Outbuildings, and Nine Closes of Land, in the said Township of Aspull, in the Occupation of Thomas Southern, and containing of Statute Measure - - - - -	36	1	6

No.	A.	R.	P.
8. The Lane Ends Estate, consisting of Farmhouse, Outbuildings, and Seven Closes of Land, and a Cottage, in the said Township of Aspull, in the Occupation of John Smith and Thomas Smith, and containing of Statute Measure -	20	2	1
9. A Dwelling House, Shop, and Croft, in the said Township of Aspull, in the Occupation of James Green, and containing of Statute Measure - - - - -	0	2	5
10. Fifteen Messuages, Cottages, or Dwelling House, with the Shops, Outbuildings, and Gardens thereto respectively belonging, in the said Township of Aspull, in the several Occupations of the said Ralph Thicknesse or his Under-tenants, and of William Booth, Richard Gibson, William Charnock, Edward Forshaw, Richard Bolton, John Smalley, Edward Linney, Elizabeth Cooper, James Melling, William Lowe, John Ascroft, and Thomas Melling.			
11. The Worsley Mesnes Estate, consisting of a House and Garden, Barn, Fold, Outbuildings, Cottages, and Thirteen Closes of Land, situate in Poolstock Lane in Pemberton in the said Parish of Wigan, in the Occupation of John Winstanley, containing of like Measure - - - - -	47	3	15
12. House and Garden in the Scholes, in the said Township of Wigan, in the Occupation of John Bibby, and containing of Statute Measure - - - - -	2	2	16½
13. House and Garden, Road to Factory, Site of Factory burned down, Cottages and Fields near the Peppermill, in the said Township of Wigan, in the Occupation of Messrs. William Eccles and Brothers or their Under-tenants, and containing of Statute Measure - - - - -	8	2	12½
14. Two Dwelling Houses, Dye-house, Gardens, Road, and Share of River Douglas, Cottages, Buildings, and Lands called Harrowgate, situate near Chapel Lane in the said Township of Wigan, in the several Occupations of Peter Rainford Hopwood and Thomas Holland and their Under-tenants, and containing of like Measure - - - - -	4	0	4½
15. Two Closes of Land, situate near the Wallgate in Wigan aforesaid, in the Occupation of Mr. John Thompson, containing of like Measure - - - - -	5	3	11
16. A Close of Land called the Sweet Hey, situate near the Mesne in Wigan aforesaid, in the Occupation of John Whittle, containing of like Measure - - - - -	11	0	9
17. House, Garden, Cowhouse, and Land, situate near Gidlow Lane in Wigan aforesaid, in the Occupation of the Executors of George Sibbald deceased, containing of the like Measure - - - - -	13	0	26
18. A Close of Land near Frog Lane, in Wigan Woodhouses in Wigan aforesaid, called the Trumper's Hey, in the Occupation of Joseph Welsh, containing of the like Measure -	3	3	28½
19. Three Closes of Land near the Frog Lane in Wigan Woodhouses within Wigan aforesaid, called the Wet Acres, in the Occupation of Richard Wilkinson, containing of like Measure - - - - -	4	0	0
20. Six Closes of Land situate in Gidlow Lane near Gidlow House in the said Parish of Wigan, and Eight Cottages in Gidlow Lane, in the Possession of Joseph Rylands and Sons, containing of like Measure - - - - -	25	1	6
21. A Close of Land, situate near Gidlow Lane and Frog Lane in Wigan aforesaid, called Gidlow Lane Land, in the Occupation of William Chadwick, containing of like Measure -	6	3	12

No.	A.	R.	P.
22. A Close of Land, situate at Wigan aforesaid, in the Occupation of William Woods, containing of like Measure -	4	0	37
23. A Close of Land and Shippons, situate in Scholes in Wigan aforesaid, in the Occupation of Luke Ashton, containing of the like Measure - - - - -	1	2	35
24. A Dwelling House, Grocer's Shop, and Cottage, in the Wallgate in Wigan aforesaid, in the Occupation of Samuel Royle.			
25. Fourteen Cottages, Shippon, Stable, Slaughter-house, Spinning Rooms, and Appurtenances, situate in and near Chapel Lane in Wigan aforesaid, in the Occupation of William Williamson, Richard Duckworth, John Brierly, Joseph Hodson, Clement Parr, John Rylance, Joseph Parr, Elizabeth Taylor, James Fox, Thomas Yates, Mary M'Cormack, Thomas Fairclough, Joseph M'Graw, and John Dicconson, as Tenants thereof.			
26. A Messuage or Dwelling House in the Standishgate in Wigan aforesaid, used as an Hotel, known by the Name of the Eagle and Child and Royal Hotel, in the Occupation of William Fouracre.			
27. Two Shops in the Standishgate in Wigan aforesaid, in the Occupation of Mr. William Birkett and his Under-tenants.			
28. A Messuage or Dwelling House, with Outbuildings, Garden, and Appurtenances, in the Standishgate in Wigan aforesaid, used as a Military Barracks, in the Occupation of the Board of Ordnance and of Serjeant Staples.			
29. Seven Dwelling Houses, Shop, and Workshop, situate in and near the Standishgate in Wigan aforesaid, in the Occupation of Roger Bolton, William Cooper, John Finch, John Leyland, and George Morgan.			

Charles Wright.

The SECOND SCHEDULE referred to in the foregoing Act.

Four Houses, Stable, and Gardens, situate in the Township of Upholland in the said Parish of Wigan, at present untenanted.

Charles Wright.