



ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

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## Cap. 5.

An Act for authorizing a Lease to the Mayor, Aldermen, and Burgesses of the Borough of *Bradford* in the County of *York* of Part of the Settled Estates devised by the Will of *Benjamin Rawson* Esquire, deceased. [30th July 1866.]

**W**HEREAS *Benjamin Rawson* of *Nidd Hall* in the Parish of *Nidd* in the County of *York*, and of *Tilney Street, May Fair*, in the County of *Middlesex*, Esquire, by his last Will and Testament in Writing, dated the Sixth Day of *July* One thousand eight hundred and forty-one, and duly executed and attested, devised all those his Manors or reputed Manors or Lordships of *Bradford*, *Manningham*, and *Stanbury* in the County of *York*, with the Rights, Royalties, and Appurtenances to the same belonging, and also all those his Freehold Estates, Mills, Markets, Warehouses, Messuages, Farms, Lands, Hereditaments, and Premises in the Parish of *Bradford* in that County, with all Mines, Minerals, Quarries, Tolls, Dues, and Duties, Rights, Members, and Appurtenances, in or upon or belonging to the last-mentioned Estates and Hereditaments, (and which devised Estates are in this Act called "the devised Estates,") charged and chargeable as therein-after mentioned, to the Use of his Daughters  
[Private.] *Mary*



*Rawson's Estate Act, 1866.*

*Mary Rawson* and *Elizabeth Rawson*, commonly called *Eliza* (in this Act called "*Miss Rawson*"), and their Assigns, for their joint natural Lives as Tenants in Common, without Impeachment of Waste, with Remainder to the Use of the Survivor of them and her Assigns for her Life, without Impeachment of Waste, with Remainder to the Use of Trustees during the Lives and Life of *Mary Rawson* and *Miss Rawson*, and the Survivor of them, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the same Trustees during the Life of the Testator's Daughter *Sarah*, Wife of *George Guy Carlten L'Estrange*, in trust for her sole and separate Use and Benefit during her Life, with a Power for *Mary Rawson*, in the event of her Decease in the Lifetime of *Miss Rawson* and *Sarah L'Estrange* or either of them, by Will to appoint the devised Estates during the Lives and Life of *Miss Rawson* and *Sarah L'Estrange* and the Survivor of them to or for the separate Use of the Testator's Grand-daughter, then *Frances Penelope Rawson*, now *Frances Penelope Viscountess Mountgarrett* (in this Act called "*Lady Mountgarrett*"), the Daughter and only Child of the Testator's Son *Thomas Rawson*, if she should so long live, with a Power for *Miss Rawson*, if surviving *Mary Rawson*, and afterwards dying in the Lifetime of *Sarah L'Estrange*, and in default of such Appointment by *Mary Rawson*, by Will to appoint the devised Estates to *Lady Mountgarrett* during the Life of *Sarah L'Estrange* if *Lady Mountgarrett* should so long live; and the Testator charged, from and after his Decease, the devised Estates with the Payment of Three thousand Pounds, Part of the Purchase Money of the *Nidd* Estate retained by him as therein mentioned, and also with the Payment of such Sum or Sums of Money as his Son *Thomas Rawson*, his Executors or Administrators, or the Trustees of his Marriage Settlement, could or might claim against his Estate by virtue of the Covenants or Agreements on his Part contained in his said Marriage Settlement, and all Interest for the same, in exoneration of his Personal Estate and Effects; and as to the devised Estates the Testator devised the same, after the Decease of the Survivor of *Mary Rawson*, *Miss Rawson*, and *Sarah L'Estrange*, charged as before mentioned, to the Use of all or any exclusively of the Children or more remote Issue of the Testator's Children *Thomas Rawson*, *Mary Rawson*, *Miss Rawson*, *Sarah L'Estrange*, and *Ann*, Wife of *Thomas Samuel Trafford* Esquire, and the Grandchildren or more remote Issue of the Testator's then late Sister *Ann Cheyne*, as *Mary Rawson* should by Deed or Will appoint, and in default of such Appointment to the Use of all and every or such One or more exclusively of all or any others or other as well of the Children or Child or more remote Issue of each and every or any or either exclusively of the others or other of *Thomas Rawson*, *Mary Rawson*, *Miss Rawson*, *Sarah L'Estrange*, and *Ann Trafford* (whether the Parent or Ancestor of such Issue should



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*Rawson's Estate Act, 1866.*

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should be living or dead, but such Issue being born in the Lifetime of Miss *Rawson*) as of the Grandchildren or more remote Issue of the Testator's Sister *Ann Cheyne* (whether the Parent or Ancestor of such Issue should be living or dead, but such Issue being born in the Lifetime of Miss *Rawson*), for such Estate or Estates, Interest or Interests, and in such Parts, Shares, and Proportions, and charged and chargeable with such Sum or Sums of Money in favour of any others or other of such Children, Grandchildren, or other Issue, and with, under, and subject to such Powers, Provisoos, Limitations, Restrictions, Declarations, and Agreements as Miss *Rawson*, whether covert or sole, and notwithstanding Coverture, should, having regard to the Provisoos and Restrictions therein-after contained and declared, and subject and without Prejudice thereto, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, or by her last Will and Testament in Writing, or any Writing purporting to be such last Will and Testament, or a Codicil thereto, direct, limit, or appoint, give, or devise the same, and in default of such Appointment to like Uses as *Sarah L'Estrange* by Deed or Will should appoint, and in default of such Appointment to the Use of *Samuel Singleton* and *Robert Burton*, their Heirs and Assigns, during the natural Life of Lady *Mountgarrett*, in trust for her sole and separate Use and Benefit during her Life, with a Direction that the Receipts of herself and her Appointees, but not by way of Anticipation, should be good Discharges for the Rents and Profits, with Remainder to the Use of the First and every other Son of Lady *Mountgarrett* severally and successively according to their respective Seniorities in Tail Male, with divers Remainders over, and with the ultimate Remainder to the Testator's right Heirs; and the Testator thereby gave to *Mary Rawson* and Miss *Rawson* during their joint Lives, and the Survivor of them during her Life, Power to grant Leases of all or any Parts of the devised Estates, for Improving, Building, or Repairing Purposes, for any Terms not exceeding Nine hundred and ninety-nine Years; and the Testator appointed *Mary Rawson* during her Lifetime, and after her Decease, or in the event of her relinquishing the Office of Protector during her Lifetime, then Miss *Rawson* if living alone, during her Life, to be Protector of the Settlements thereby made of the devised Estates: And whereas *Samuel Singleton* died on the Twenty-eighth Day of *March* One thousand eight hundred and forty-four, in the Lifetime of the Testator: And whereas the Testator died on the Thirty-first Day of *March* One thousand eight hundred and forty-four, without having revoked or altered his Will, as herein-before recited, and on the Twenty-first Day of *August* One thousand eight hundred and forty-four the Will was proved by *Mary Rawson* and Miss *Rawson*, the Executrices thereof, in the Prerogative Court of *Canterbury*: And whereas the Three thousand Pounds, and the other Sums of Money which by the Will



*Rawson's Estate Act, 1866.*

Will were charged on the devised Estates have been duly paid off out of Monies raised by the Sale of Parts of the Estates charged therewith, and the Charge thereof has ceased: And whereas *Mary Rawson* died a Spinster on the Twenty-fifth Day of *April* One thousand eight hundred and sixty-three, without having exercised any of the recited Powers of Appointment given to her by the Will: And whereas Miss *Rawson* has not exercised any of the recited Powers of Appointment given to her by the Will: And whereas *Sarah L'Estrange* died on the Nineteenth Day of *May* One thousand eight hundred and sixty-one without having exercised the recited Power of Appointment given to her by the Will: And whereas Lady *Mountgarrett*, then *Frances Penelope Rawson* Spinster, intermarried on the Eleventh Day of *March* One thousand eight hundred and forty-four with the Right Honourable *Henry Edmund* now Viscount *Mountgarrett*, then the Honourable *Henry Edmund Butler*, and their Marriage was duly solemnized in the Parish Church of *Saint George, Hanover Square*, in the County of *Middlesex*: And whereas the Honourable *Henry Edmund Butler*, who was born on the Eighteenth Day of *December* One thousand eight hundred and forty-four, is the First Son of Lady *Mountgarrett*: And whereas the Lord of the Manor of *Bradford* has been accustomed to hold at *Bradford* every Year Three Fairs, and in every Week One Market, with Toll, Stallage, Pickage, Terrage, and all other Customs and Franchises to Fairs and Markets pertaining and due, and has been accustomed to exercise the Right of appointing and authorizing an Inspector of Weights and Measures within the Borough of *Bradford*: And whereas Miss *Rawson* claims that these Fairs, Markets, Customs, Franchises, and Right are Part of the devised Estates, and that she, as Lady of the Manor for her Life, is, under divers antient Letters Patent granted by *Henry* the Third, *Edward* the First, *Richard* the Second, and *Charles* the First respectively, or otherwise, lawfully entitled to the same Fairs, Markets, Customs, Franchises, and Right: And whereas those Parts of the devised Estates to which this Act relates are specified in the First Schedule to this Act annexed, and the same are in this Act referred to as the Market Property: And whereas an Agreement (in this Act called "the scheduled Agreement") has been come to between Miss *Rawson* and the Mayor, Aldermen, and Burgesses of the Borough of *Bradford* in the County of *York* (in this Act called "the Corporation"), for a Lease of the Market Property to the Corporation for a Term of Nine hundred and ninety-nine Years at a yearly Rent of Five thousand Pounds, and a Copy of the scheduled Agreement and of the Form of the Lease as thereby agreed for is set forth in the Second Schedule to this Act annexed: And whereas the Will does not contain any Power under which the Lease so agreed for could be granted: And whereas a Bill for the "*Bradford Corporation Act, 1866*," intituled *A Bill for authorizing*



*Rawson's Estate Act, 1866.*

*authorizing the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York to acquire and to regulate the Markets and Fairs in the Borough, and to provide Places for holding the Markets and Fairs, and to take Tolls for the same; and for extending the Periods for the Completion of their Waterworks; and for authorizing them to acquire Lands and to raise further Monies; and for regulating their Borrowing Powers and Debt; and for other Purposes*, has been introduced into Parliament in the present Session: And whereas by the Bill it was proposed to be enacted to the Effect that if there were passed in the present Session of Parliament, and whether before or after the passing of the Bill, an Act authorizing the granting of the proposed Lease, the scheduled Agreement (a Copy of which is set forth in the Schedule (A.) to the Bill annexed) should be confirmed and made valid and binding, to all Intents and Purposes, and the Corporation might take the proposed Lease, and might execute a Counterpart thereof; and also that if the proposed Lease were taken by the Corporation then the General District Rate should be a Security for the Payment of the Rent and the Performance of the Covenants reserved and contained in the proposed Lease, and the General District Rate should be charged therewith accordingly: And whereas the carrying into effect of the scheduled Agreement would be greatly to the Advantage of Miss *Rawson* and the several other Persons now and to become hereafter interested in the devised Estates, and it is expedient that the scheduled Agreement be confirmed and the proposed Lease be granted accordingly: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Elizabeth Rawson* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may for all Purposes be cited as "*Rawson's Estate Act, 1866.*" Short Title.

2. If the Bill for the "*Bradford Corporation Act, 1866,*" introduced into Parliament in the present Session, be passed into a Law, and whether before or after the passing of this Act, then the scheduled Agreement is by this Act confirmed and made binding on Miss *Rawson* and all other Persons from Time to Time entitled, whether beneficially or as Trustees, to the Market Property and the Corporation respectively; and, subject to the Provisions of this Act, the several Terms and Conditions of the scheduled Agreement may and shall have full Effect, and all Parties interested are by this Act authorized and required to carry the scheduled Agreement into effect. 29 & 30 Vict. c. ccxxii. Agreement in Schedule confirmed.

[*Private.*]

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3. If

*Rawson's Estate Act, 1866.*Execution  
of Lease.

3. If the proposed Lease be not executed during the Lifetime of Miss *Rawson*, then, forthwith after her Decease, it may and shall be made and executed by Lady *Mountgarrett*, or, in case of her Decease or Incapacity, by the Honourable *Henry Edmund Butler* or his Heirs, and the Person by whom the proposed Lease is so executed shall be Party thereto in the Place of Miss *Rawson*, and the Language of the Lease shall, where necessary, be modified accordingly.

Effect of  
Lease.

4. The proposed Lease, by whomsoever executed, shall have Effect as if it were granted in due Exercise of the Power for granting Building, Repairing, and Improving Leases created by the Will: Provided that the Grant or the Operation of the Lease shall not take away, lessen, prejudice, or affect any of the Manorial Franchises, Jurisdictions, Royalties, Privileges, Customs, Dues, Profits, Rights, or Remedies not demised by the Lease, but the same shall be and continue in full Force as if the Lease were not granted.

General  
Saving.

5. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except only the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, upon, and with respect to the Market Property and any and every Part thereof, as they, every or any of them respectively, had before the passing of this Act, or could or might have or enjoy in case this Act were not passed.

Persons  
bound by  
Act.

6. Provided, that the Persons following, and their respective Heirs, Executors, Administrators, Appointees, and Assigns, are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

- (1.) Miss *Rawson*;
- (2.) Lady *Mountgarrett*;
- (3.) *Robert Clarke Burton*, in the Will called *Robert Burton*, in respect of his Trusteeship under the Will;
- (4.) *Henry Edmund Butler* and the Heirs of his Body;
- (5.) Every Person from Time to Time claiming under any of the Limitations in Remainder after the Estate in Tail Male by the Will limited to the First Son of Lady *Mountgarrett*;
- (6.) The Corporation.

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

7. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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*Rawson's Estate Act, 1866.*

## SCHEDULES to which the foregoing Act refers.

## THE FIRST SCHEDULE.

Names of Tenants.	Description of Property.	Situation.	Gross Annual Rent.			Net Annual Rent.		
			£	s.	d.	£	s.	d.
William Waud	Shop, Warehouse, Office, &c.	Darley Street	120	0	0			
Abraham Smith	Yard and Workshop	Do.	21	17	0			
Richard Walker	Two Shops	Do.	25	0	0			
Matthew Taylor	Shops and Offices	Do.	50	0	0			
Sarah Smith	Shop	Do.	30	0	0			
George Dawson	Shop and Room over	Do.	18	0	0			
Thomas Barber	Public House and Out-buildings.	Do.	130	0	0			
John Light	Wool Warehouse	Do.	100	0	0			
Joseph Crabtree	Fruiterer's Shop	Do.	7	0	0			
Benjamin Ackroyd	Do.	Do.	5	4	0			
Abraham Crabtree	Potato Dealer's Shop	Bottom of Rawson Place.	10	10	0			
Jonathan Holroyd	Butcher's Shop	Do.	4	4	0			
Henry Badman	Do.	Do.	4	4	0			
Samuel Smith	Basket Maker's Rooms	Do.	9	0	0			
Samuel Haigh	Dwelling House	Do.	24	0	0			
Richard Goodchild	Temperance Hotel	Do.	24	0	0			
William Green Tacey	House and Surgery	Do.	24	0	0			
Benjamin Sunderland	Temperance Hotel	Do.	24	0	0			
James Wright	Dwelling House	Do.	24	0	0			
The Blind Institution	Do.	Do.	24	0	0			
Joseph Crabtree	Do.	Do.	24	0	0			
Edward Kirkbride	Temperance Hotel	Do.	24	0	0			
John William Hebden	Fishmonger's Shop	Do.	25	0	0			
Joseph Holmes	Shop and Dwelling House.	Darley Street	13	12	0			
William Cheetham and George Lewis	Shop and Dwelling House	Green Market	25	0	0			
James Hammond	Public House called the Market Tavern and Outbuildings.	Do.	130	0	0			
James Broughton Brown.	House and Shop	Do.	30	0	0			
Esther Holgate	Cellar, Dwelling, and Shop.	Market	16	16	0			
Samuel Haigh Stanley	Druggist's Shop and Hatter's Shop.	Kirkgate	83	10	0			
Anne Hardy	Fruiterer's Shop (Ground only).	Do.	27	0	0			
Robert Broughton Brown.	Clothier's Shop (Ground only).	Do.	33	0	0			
Thomas Middlebrook Laycock.	Temperance Hotel and Brush Shop.	Part of Manor Hall	44	0	0			
Samuel Walmsley and others.	Club Room, Dwelling House, &c.	Do.	50	0	0			
53 Butchers Shops at £8 8s.		Butchers Market	445	4	0			
Thomas Barber	Dram Shop	Do.	8	8	0			
James Hammond	Do.	Do.	8	8	0			

*Rawson's Estate Act, 1866.*THE FIRST SCHEDULE—*continued.*

Names of Tenants.	Description of Property.	Situation.	Gross Annual Rent.			Net Annual Rent.		
			£	s.	d.	£	s.	d.
Joseph Lumby	- Butcher's Shop & Shop Front.	Butchers Market	11	0	0			
William Simpson	- Shop Front	Do.	4	0	0			
Richard Simpson	- Do.	Do.	4	4	0			
John Boddy	- Tallow Warehouse	Butter Cross	5	5	0			
James Wigvall	- Butter Shop	Do.	5	5	0			
Seven Shops	- Butter Shops	Lower and Higher Butter Cross.	28	0	0			
Joseph Turner	- Butter Shop	Lower Butter Cross	4	4	0			
60 Bazaar Rents over Butcher's Shop at £3.	-	Market House	180	0	0			
3 Bazaar Rents over Butcher's Shop at £2.	-	Do.	6	0	0			
Thomas Barber	- Club Room	Over Bazaar	12	0	0			
Michael Rogerson and others.	- Do.	Do.	41	0	0			
Joseph Holmes	- Lock-up Shop	Market	5	0	0			
Royal Benevolence Lodge.	- Club Room	Darley Street	14	0	0			
Morton Price	- Site of Theatre Royal	Fair Ground	35	0	0			
John Tattersall	- Plasterer's Yard	North Parade	5	0	0			
Joseph Henry Parson	- Dwelling House, &c.	Manor Row	25	0	0			
John Ackroyd	- Do.	Do.	28	0	0			
James Foster	- Do.	Top of Market Steps.	8	0	0			
John Jennings, as Consideration for all Refuse Blood, Manure, &c. of Slaughter-house.	-	-	65	0	0			
Annual Market Tolls	-	-	2,152	15	0	1,944	0	0
Annual Fair Tolls	-	-	1,417	16	1	1,063	7	1
Annual Slaughter-house Tolls.	-	-	101	9	4½	76	2	0
	-	-	188	12	5	141	9	4
	-	Total	3,860	12	10½	3,224	18	5

*Note.*—No Fines or Fees in respect of Inspectorship of Weights and Measures are received by the Lady of the Manor.



*Rawson's Estate Act, 1866.*

## THE SECOND SCHEDULE.

*Agreement to lease Market Place and Hereditaments at Bradford*

Articles of Agreement made and entered into this 13th Day of December 1865, between Elizabeth Rawson of Nidd Hall in the County of York, Spinster, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York of the other Part: Whereas by certain Letters Patent, dated the 20th Day of April in the 53d Year of the Reign of His Majesty King Henry the 3d, the 6th Day of June in the 22d Year of the Reign of His Majesty King Edward the 1st, the 9th Day of May in the Year of the Reign of His Majesty King Richard the 2d, and the 9th Day of September in the 4th Year of the Reign of His Majesty King Charles the 1st, the Lord for the Time being of the Manor of Bradford aforesaid is entitled to and has been accustomed to hold at Bradford aforesaid in every Year Three Fairs, and in every Week One Market, with Toll, Stallage, Pickage, Terrage, and all other Customs and Franchises to Fairs and Markets pertaining and due, and also claims to be entitled to and has been accustomed to exercise the Right of appointing and authorizing an Inspector of Weights and Measures within the said Borough: And whereas for many Years past such Market has been held on certain Plots of Ground situate in or near Darley Street in Bradford aforesaid, and such Fairs have been held partly on the said Plots of Ground situate in or near Darley Street aforesaid and partly in the public Streets of the said Borough: And whereas by the Will of the late Benjamin Rawson, Esquire, who at the Time of his Decease was Lord of the said Manor, and was seised for an Estate of Inheritance in Fee Simple of the said Plots of Land and Hereditaments, the said Manors, Plots of Land and Hereditaments, now stand limited to the Use of the said Elizabeth Rawson and her Assigns for her Life, with Remainder to the Use of such one or more of the Children or more remote Issue of certain Persons in the said Will named as the said Elizabeth Rawson may appoint, with Remainder to the Use of Trustees during the natural Life of and in trust for Frances Penelope Viscountess Mountgarrett as therein mentioned, with Remainder to the Use of the First Son of the said Frances Penelope Viscountess Mountgarrett in Tail Male, with divers Remainders over; and by the said Will the said Elizabeth Rawson hath Power to appoint by Way of Demise or Lease the said Pieces of Land and Hereditaments intended to be hereby assured to any Person or Persons who shall improve, or covenant or agree to improve or repair the same, as in the said Will mentioned, for any Term or Number of Years not exceeding 999 Years, to take effect either in possession or immediately after the Determination of the subsisting Leases, at the best Rent which can be reasonably gotten for the same: And whereas Henry Butler, the eldest Son of the said Frances Penelope Viscountess Mountgarrett, will attain his Age of Twenty-one Years on the 18th Day of December 1865: And whereas the said Mayor, Aldermen, and Burgesses are desirous of acquiring the sole Right to hold Fairs and Markets in Bradford aforesaid, and of appointing the Inspector of Weights and Measures, and the Right to regulate certain other Matters now subject to or connected with the said Manorial and other Rights, but which cannot be conveniently dealt with by any other Authority than the

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said



*Rawson's Estate Act, 1866.*

said Mayor, Aldermen, and Burgesses acting through the Council of the said Borough: And whereas the said Mayor, Aldermen, and Burgesses are also desirous of obtaining Possession of the said Plots of Ground for the Purpose of providing further Market Accommodation than is now provided therein, and for other Purposes incident thereto or otherwise of public Utility: And whereas, for the Purpose of effectuating their said Desires, the said Mayor, Aldermen, and Burgesses have entered into such Agreement with the said Elizabeth Rawson as is herein-after contained: Now these Presents witness, that in pursuance of the said Agreement she the said Elizabeth Rawson, in consideration of the Covenants on the Part of the said Mayor, Aldermen, and Burgesses herein-after contained, doth hereby, for herself, her Heirs, Executors, and Administrators, covenant and agree with the said Mayor, Aldermen, and Burgesses, and they the said Mayor, Aldermen, and Burgesses, in consideration of the Covenants on the Part of the said Elizabeth Rawson herein-after contained, for themselves, their Successors and Assigns, and for the Purpose of binding all such Rates and Property as they are by Authority of Parliament or otherwise competent to bind by Covenant, do hereby covenant and agree with the said Elizabeth Rawson, her Executors, Administrators, and Assigns, in manner following; (that is to say,) that the said Mayor, Aldermen, and Burgesses will, at their own Expense, apply for and endeavour to obtain in the next Session of Parliament an Act confirming this Agreement, and enabling the said Mayor, Aldermen, and Burgesses to accept such Lease as is herein-after mentioned, and containing such other Provisions as are contained in a Bill which has been already approved on behalf of the said Elizabeth Rawson; that in case an Act in the Terms of such Bill, or with such Alterations as shall be approved of on behalf of the said Elizabeth Rawson, shall be passed before the 1st Day of September 1866, she the said Elizabeth Rawson, or other the Person or Persons for the Time being entitled to exercise the Power of Leasing contained in the Will of the said Benjamin Rawson (and which Person or Persons and the said Elizabeth Rawson is and are herein-after referred to as the Reversioner or Reversioners), will, at the Request and Expense of the said Mayor, Aldermen, and Burgesses, by Deed, on or before the 1st Day of September 1866, grant to the said Mayor, Aldermen, and Burgesses (herein-after called the Lessees) the Pieces of Land herein-before referred to and the Buildings thereon, and also the Rights of holding Markets and Fairs, and of appointing an Inspector of Weights and Measures, and other Rights and Franchises appertaining thereto, for a Term of 999 Years from the Day of the Date thereof, subject to the existing Leases and Tenancies; that such Lease shall be in consideration of such Rents and shall contain such Covenants and Provisoes as are specified or contained in the Lease, a Form of which is added by way of Schedule to these Presents, with such Alterations, Modifications, and Additions (if any) as the Deaths of Parties or other Circumstances may, in the Opinion of the Counsel of the Reversioner or Reversioners and of the Lessees, render necessary or advisable; that the said Elizabeth Rawson shall and will (when and as soon as the said Henry Butler shall have attained the Age of Twenty-one Years) use her best Endeavours to induce the said Frances Penelope Viscountess Mountgarrett, the said Henry Butler, and all other necessary Parties, to assure by Deed executed, acknowledged, and enrolled in accordance with the Fines and Recoveries Abolition Act, or otherwise as the Law requires, and to the Satisfaction of the Lessees, the said Lands, Hereditaments, Manorial and other Rights, so and in such

Manner



*Rawson's Estate Act, 1866.*

Manner as to confirm or authorize the said Lease, and also to give the same (so far as may be) the same Operation and Effect as the same would have in case the said Manorial and other Rights had been thereby effectually demised along with or as Part of the Premises therein comprised; that in case it shall be in the Opinion of the Lessees impracticable or undesirable to assure the said Lands, Hereditaments, Manorial and other Rights, by the Means and in the Manner referred to in the last preceding Clause of these Presents, the said Elizabeth Rawson will in the next Session of Parliament, at the Request and Expense of the said Lessees, apply for and endeavour to obtain an Act or Acts of Parliament for the Purpose of effecting the Objects proposed to be effected by such Assurance as aforesaid; that in case such Assurance as aforesaid shall be effected, and the Lessees shall not require the said Elizabeth Rawson to procure such Act of Parliament as last aforesaid, or in case the Lessees shall require the same to be procured, and the same shall be procured accordingly before the 1st Day of September 1866, then and in either of such Cases the Lessees, if so required by the said Elizabeth Rawson, or other the Reversioner or Reversioners as aforesaid, and without requiring or investigating the Title of the said Benjamin Rawson, which has been accepted, will accept the Lease herein-before agreed to be granted; that the Lessees shall execute and deliver to the Reversioner or Reversioners a Counterpart of the said Lease; that the Lease and Counterpart shall be prepared by the Solicitor of the Reversioner or Reversioners, and all Expenses attending the Negotiation, Preparation, and Execution of these Presents, and of the said Lease and Counterpart, shall be paid by the said Mayor, Aldermen, and Burgesses. These Presents are intended to operate as an Agreement only, and not as an actual Demise of the Premises, or to give to the Lessees any legal Interest therein until the said Lease shall be executed. In witness whereof the said Elizabeth Rawson hath hereto set her Hand and Seal, and the said Mayor, Aldermen, and Burgesses have hereto affixed their Corporate Common Seal, the Day and Year first above mentioned.

ELIZABETH RAWSON. (L.S.)

Signed, sealed, and delivered by the said Elizabeth Rawson  
in the Presence of

J. DAWSON, Solicitor, Bradford.

WILL<sup>M</sup> CHEETHAM, Agent for Miss Rawson.



JOHN V. GODWIN, Mayor.

The Corporate Common Seal of the Borough of Bradford,  
and the Signature of John Vemmore Godwin, Esquire,  
Mayor of the said Borough, were hereunto respectively  
affixed and set in the Presence of

J. RAWSON,

Town Clerk's Office, Bradford.

*Rawson's Estate Act, 1866.**Schedule referred to in the foregoing Agreement, containing Form of Lease of Market Place and Hereditaments at Bradford.*

This Indenture, made the \_\_\_\_\_ Day of \_\_\_\_\_ 1866, between Elizabeth Rawson of Nidd Hall in the County of York, Spinster, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Bradford in the County of York of the other Part: Whereas by certain Letters Patent, dated respectively the 20th Day of April in the 53d Year of the Reign of His Majesty King Henry Third, the 6th Day of June in the 22d Year of the Reign of His Majesty King Edward First, the 9th Day of May in the \_\_\_\_\_ Year of the Reign of His Majesty King Richard Second, and the 9th Day of September in the 4th Year of the Reign of His Majesty King Charles First, the Lord for the Time being of the Manor of Bradford aforesaid is entitled to and has been accustomed to hold at Bradford aforesaid in every Year One Fair, and in every Week One Market, with Toll, Stallage, Pickage, Terrage, and all other Customs and Franchises to Fairs and Markets pertaining and due, and also claims to be entitled to and has been accustomed to exercise the Right or Privilege of appointing and authorizing an Inspector of Weights and Measures within the said Borough: And whereas by the Will of the late Benjamin Rawson, Esquire, who at the Time of his Decease was Lord of the said Manor, and was seised for an Estate of Inheritance in Fee Simple of the Pieces of Land and Hereditaments intended to be hereby demised, the said Manor, Pieces of Land, and Hereditaments now stand limited to the Use of the said Elizabeth Rawson and her Assigns for her Life, with Remainders over: And whereas under or by virtue of the said Will and of

the said Elizabeth Rawson, as such Tenant for Life as aforesaid, hath Power to appoint by way of Demise or Lease the said Pieces of Land and Hereditaments intended to be hereby assured to any Person or Persons who shall improve or covenant and agree to improve, repair, or maintain the same, for any Term or Number of Years not exceeding 999 Years, to take effect either in possession or immediately after the Determination of the subsisting Leases, at the best Rent which can be reasonably gotten for the same, and hath Power to demise or lease for the like or any less Term, and either together with or separately from the said Pieces of Lands and Hereditaments or any of them, and at the best Rent which can be reasonably gotten for the same, the Franchises and other Rights and Privileges intended to be hereby demised: And whereas the said Elizabeth Rawson hath agreed to grant, and the said Mayor, Aldermen, and Burgesses, pursuant to the Power in this Behalf contained in the "Bradford Corporation Act, 1866," and all other Powers enabling them in this Behalf, have agreed to accept a Lease of the said Pieces of Land, Franchises, Rights, Privileges, and Hereditaments, at the Rents and under and subject to the Covenants and Conditions herein-after contained: And whereas by the "Bradford Corporation Act, 1866," it is enacted (among other things) as follows; namely, in addition to the Markets then held in the Borough the Corporation from Time to Time might hold in the Borough, and in such Market Places and Market Houses as they from Time to Time should think fit, Markets for the Sale of any Animal and of any Marketable Commodities which the Corporation from Time to Time should think fit to be sold therein; and further, that the Corporation from Time to Time might discontinue the User of any of their  
present



*Rawson's Estate Act, 1866.*

present or future Market Places and Market Houses, provided that they should not discontinue the User of any Market Place or Market House until they provided another sufficient Market Place or Market House instead thereof: Now this Indenture witnesseth, that in pursuance of the said Agreement, and in consideration of the Rents herein-after reserved, and of the Covenants on the Part of the said Mayor, Aldermen, and Burgesses herein-after contained, she the said Elizabeth Rawson (herein-after called the Lessor), in exercise of the Power given to her as herein-before is mentioned, and of all other Powers in anywise enabling her in this Behalf, and by virtue of her Estate, doth hereby appoint, demise, and lease unto the said Mayor, Aldermen, and Burgesses (herein-after called the Lessees), and their Successors and Assigns, firstly, all that Plot of Ground, with the Dwelling Houses, Shops, and other Buildings thereon, situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North and North-west by Darley Street and Property belonging to Martha Jackson, James Smith, and Hannah Lee respectively, on or towards the East or North-east by Darley Street, and Property belonging to the Friends Provident Institution and William Lythell respectively, on or towards the South or South-east by the Hereditaments secondly herein-after described, and on or towards the West or South-west by Property belonging to the Trustees of the Wesleyan Methodist Chapel, Kirkgate, containing by Admeasurement 4,861 Square Yards or thereabouts, and so far as the same is capable of Delineation shown upon the Plan hereto annexed and thereon coloured Green; secondly, all that Plot of Ground, with the Dwelling Houses, Shops, and other Buildings thereon, also situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North-east by Darley Street, on or towards the North-west by the Hereditaments first herein-before described, on or towards the South or South-east by Kirkgate, and on or towards the South or South-west by Property belonging to the Trustees of the Will of James Garnett and the Trustees of the Wesleyan Methodist Chapel, Kirkgate, containing by Admeasurement 8,700 Square Yards or thereabouts, and so far as the same is capable of Delineation shown upon the said Plan and thereon coloured Pink; thirdly, all that Plot of Ground forming the Fair Ground and Green Market, and the Site of the old Theatre, with the Dwelling Houses, Shops, and other Buildings thereon, also situate in the Township, Borough, and Parish of Bradford, bounded on or towards the North by Property belonging to Francis Sharp Powell, George Belk Smith, and Samuel Clapham respectively, on or towards the East or North-east by Manor Row and Property belonging to William Aked and Jeremiah Robertshore and Samuel Clapham and George Belk Smith respectively, on or towards the South or South-east by Duke Street and Property belonging to William Rhodes, Sarah Ann Mellor, Joseph Aspinall, and Ann Rhodes respectively, and William Aked and Jeremiah Robertshore, and on or towards the West by Darley Street, Christ Church, North Parade, and Property belonging to Joseph Aspinall and Ann Rhodes respectively, containing by Admeasurement 5,060 Square Yards or thereabouts, and so far as the same is capable of Delineation also shown upon the said Plan and thereon coloured Buff; and fourthly, all those the Franchises or Rights herein-before referred to of holding Fairs and Markets within the said Manor of Bradford, and all Rights and Privileges incidental thereto or connected therewith, and the Right or Privilege of appointing and authorizing an Inspector of Weights

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*Rawson's Estate Act, 1866.*

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and Measures within the said Manor, together with all Messuages or Dwelling Houses, Shops, Stalls, Tenements, and Buildings now on the said Plots or Pieces of Land or any of them, and all Fixtures and Appurtenances thereto belonging (but except and subject to such Rights and Easements as any Person or Persons now is or are entitled to over or upon the said Pieces of Land and Hereditaments); to have and to hold the said Pieces of Land, Messuages, Franchises, Rights, Privileges, and Hereditaments, and all and singular other the Premises herein-before expressed to be hereby demised, unto the Lessees, their Successors and Assigns, for the Term of 999 Years from the Day of the Date of these Presents, subject nevertheless to the Leases the Particulars of which are specified in the Schedule hereto as respects such of the Premises as are comprised therein respectively, and as to the Residue of the Hereditaments firstly, secondly, and thirdly herein-before described to the yearly Tenancies thereof respectively, but without Prejudice to the Rights of the Lessees to acquire the same under the Powers of the "Bradford Corporation Act, 1866;" yielding and paying therefor during the said Term the yearly Rent of 5,000*l.* by equal half-yearly Payments on the                          Day of                          and the                          Day of                          clear of all Deductions (the Landlord's Property Tax in respect of the Rent hereby reserved only excepted), the first of the said half-yearly Payments to be made on the                          Day of 186                          , and also yielding and paying, in the event of and immediately upon the said Term being determined by Re-entry under the Proviso herein-after contained, a proportionate Part of the said Rent for the Fraction of the current Half Year up to the Day of such Re-entry: And the said Lessees, for themselves, their Successors and Assigns, and so as to bind all such Rates and Property as they are by Authority of Parliament or otherwise competent to bind by Covenant, do hereby covenant with the Lessor, her Executors and Administrators, and as a separate Covenant with the other Person or Persons for the Time being entitled to the said Hereditaments and Premises in Reversion expectant on the said Term (who, together with the Lessor, are herein-after included in the Expression "the Reversioner" or "Reversioners"), and his and their Heirs, Executors, Administrators, and Assigns, in manner following; (that is to say,) that the Lessees, their Successors or Assigns, shall and will, from Time to Time during the Continuation of the said Term, pay or cause to be paid the said Rent at the Times and in the Manner herein-before mentioned for the Payment thereof, clear of all Deductions except as aforesaid; and also shall and will, during the Continuance of the said Term, bear, pay, and discharge all Taxes, Rates, Payments, and Outgoings, Parliamentary, Parochial, or otherwise, which now are or at any Time or Times during the Continuance of the said Term shall be taxed, charged, or assessed on the said Hereditaments and Premises herein-before expressed to be hereby demised or any Part thereof, or upon any Messuages or Buildings to be erected on the said Pieces of Land, as herein-after is provided, or upon or payable by the Landlord or Tenant in respect thereof, or in respect of the said Rent or any Part thereof; and shall not nor will during the said Term, in exercise of the Power or Authority herein contained or otherwise, take down or remove (except for the Purpose of creating Sites or a Site for the Erection of a new Market House and Town Hall, or either of them), any Buildings for the Time being standing and being on the said Pieces of Land or any of them, the clear annual Letting Value of which, and of any other Buildings then previously taken down or removed as aforesaid,



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*Rawson's Estate Act, 1866.*

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aforesaid, or burnt or destroyed, as herein-after mentioned, and not replaced by other then existing Buildings, as herein-after mentioned, (but exclusive of Buildings removed for the Purpose of creating or the Sites of which are proposed to be used as Sites or a Site for the Erection of a new Market House and Town Hall, or either of them,) shall exceed the Sum of One thousand Pounds; and shall and will from Time to Time during the said Term, as and when any Building shall be taken down or removed in exercise of the Power or Authority herein contained, erect and build, or cause or procure to be erected and built, in lieu thereof, on some Part or Parts of the said Pieces of Land other Buildings the clear annual Letting Value of which shall not be less than that of the Buildings so taken down or removed as aforesaid, and complete such substituted Buildings within Five Years next after the taking down or Removal of the Buildings in lieu of which the same are so to be erected as aforesaid; and in the Case of Buildings removed for the Purpose of creating or the Sites of which are proposed to be used as a Site for the Erection of a new Market House or a Town Hall, shall and will with all reasonable Expedition erect a Market House or Town Hall (as the Case may be) upon the Site so to be created or so proposed to be used as aforesaid; and also shall and will from Time to Time during the said Term (unless prevented by Fire or unavoidable Accident) keep and maintain in good tenantable Repair and Condition such of the Buildings for the Time being standing on the said Pieces of Land respectively as shall not for the Time being be in course of Removal under the Powers in that Behalf herein-after contained; and in case of any Buildings being destroyed or injured by Fire or unavoidable Accident, and the Sites of which are not proposed to be used for the Purposes last aforesaid, shall and will, within the Time herein-before limited for replacing Buildings taken down, rebuild or restore the same either upon the same Site or upon some other Part of the said Plots of Ground, so and in such Manner as that the new or restored Buildings shall be of the same clear annual Value at the least as the Buildings so destroyed or injured as aforesaid were of immediately before such Fire or other Accident; and also shall and will, at the Expiration or sooner Determination of the said Term, and whenever such Determination shall happen, subject to the Provisoes herein-after contained, yield up peaceably to the Reversioner or Reversioners the said Franchises, Rights, and Privileges, and the said Pieces of Land and Hereditaments, with the Messuages and Buildings then subsisting thereon, and all Fixtures affixed or belonging or added thereto, in such good, substantial, and tenantable Order and Repair, and in all respects in such State and Condition, as that the said Pieces of Land, with the Messuages and Buildings then existing thereon, shall be of such clear annual Letting Value at the least as herein-after is mentioned, (that is to say,) in case such Determination shall happen during the First Fifteen Years of the said Term, the clear annual Letting Value of £4,000 at the least, and in case such Determination as aforesaid shall happen after the Expiration of the First Fifteen Years of the said Term, the clear annual Letting Value of £5,000 at the least (such annual Value of £4,000 or £5,000, as the Case may be, to include the Surplus which, after paying the Expenses of collecting or receiving the same, may remain of any Market or Fair, Tolls or Stallages, or Tolls for the Use of Slaughter-houses respectively, derived from the said Pieces of Land and the Buildings thereon, whether now existing or hereafter built); and also, if in either of the Cases above mentioned the said  
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*Rawson's Estate Act, 1866.*

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Pieces of Land, with the Messuages and Buildings then existing thereon, shall not be of the said clear annual Letting Value above mentioned respectively, and whether such shall be the Case through the taking down of any previously existing Messuages and Buildings under the Authority in that Behalf herein given, or through any other Cause whatsoever, shall and will forthwith improve the then existing Buildings thereon so that the said Premises shall be of at least the clear annual Letting Value of which it is herein-before agreed the same shall be, or else erect and build thereon, and within Three Years deliver to the Reversioner or Reversioners, such additional Messuages and Buildings as, together with the Messuages and Buildings then already standing and being on the said Pieces of Land respectively, shall cause the said Premises to be of at least the said clear annual Letting Value of which it is herein-before agreed the same shall be; and until such additional Messuages and Buildings shall be completed and delivered as aforesaid shall pay to the Reversioner or Reversioners the estimated clear annual Rent at which the same would let if finished, pursuant to the Covenant herein-before contained, such estimated annual Rent to be paid on the Day on which the Rent reserved by this present Indenture would be payable in case the Term hereby granted were still subsisting; and also, if the Right of Re-entry herein-after reserved to the Reversioner or Reversioners shall be exercised at any Time during the said Term of 999 Years, and the Lessees shall not leave upon the said Pieces of Land or some Part or Parts thereof Dwelling Houses, Shops, and other Buildings the clear annual Letting Value whereof (irrespective of any Market Tolls) shall be £5,000 at the least, and shall not give Security, to the reasonable Satisfaction of the Reversioner or Reversioners that the Lessees, their Successors or Assigns, shall within Three Years after the Exercise of the said Power of Re-entry improve the then existing Dwelling Houses, Shops, and Buildings, so as that the same may be of the clear annual Letting Value last aforesaid, or erect such others as together with those then existing shall be of such clear annual Letting Value, and in the meantime pay to the Reversioner or Reversioners, by equal half-yearly Payments as aforesaid, such annual Sum as together with the clear annual Letting Value for the Time being of the existing Dwelling Houses, Shops, and Buildings will make up the full Sum of £5,000 per Annum, or, in case of such Security being so given, the Lessees, their Successors or Assigns, shall fail to make such Improvements, Erections, or Payments as were intended to be thereby secured, then in either of such Cases the said Lessees, their Successors or Assigns, shall not nor will at any Time or Times thereafter exercise or attempt to exercise, at any Place or Places whatsoever within the said Manor, all or any of the Franchises, Rights, and Privileges herein-before expressed to be hereby demised, or interfere with or obstruct the Reversioner or Reversioners in the Exercise or Enjoyment of the several Franchises, Rights, and Privileges, or any of them: Provided always, and it is hereby agreed and declared, that if and whenever the said Rent or any Part thereof shall be in arrear for Thirty Days next after the Time herein-before appointed for Payment thereof, whether the same shall have been legally demanded or not, or if and whenever there shall be any Breach, Non-observance, or Nonperformance by the Lessees, their Successors or Assigns, of any of the Covenants and Conditions herein-before contained, and on their Part to be observed and performed, then and in such Case it shall be lawful for the Reversioner or Reversioners into or upon the said Pieces of Land and Hereditaments, or any  
Part



*Rawson's Estate Act, 1866.*

Part or Parts thereof in the Name of the whole, to re-enter, and the same, with all Messuages and Buildings then existing thereon, to repossess and enjoy, and again to resume, exercise, and enjoy the Franchises, Rights, and Privileges herein-before expressed to be hereby demised; and immediately upon every such Re-entry the said Term of 999 Years shall absolutely cease and determine, except so far only as shall relate to the Recovery of any Rent which shall then be in arrear, or to the Enforcement of or to the Satisfaction of Damages for any Breach, Non-observance, or Nonperformance of any of the Lessees Covenants and Conditions herein-before contained: Provided always, and it is hereby agreed and declared, that the Reversioner or Reversioners may exercise the Right of Re-entry reserved to him, her, or them by the Proviso lastly herein-before contained, notwithstanding the Waiver by him, her, or them of any prior Forfeiture or Forfeitures on the Part of the Lessees, their Successors or Assigns: Provided always, that in case the said Right of Re-entry shall be exercised at any Time during the said Term of 999 Years, and the Lessees, their Successors or Assigns, shall leave upon the said Pieces of Land or any Part or Parts thereof Dwelling Houses, Shops, or other Buildings the clear annual Letting Value whereof, irrespective of Market Tolls, shall be £5,000 or upwards, or shall give Security to the reasonable Satisfaction of the Reversioner or Reversioners that the Lessees, their Successors or Assigns, will, within Three Years after the Exercise of the said Right of Re-entry, improve the then existing Dwelling Houses, Shops, and Buildings, so as that the same may be of the clear annual Letting Value last aforesaid, or erect others, which, together with those then existing thereon, shall be of such clear annual Letting Value, and in the meantime pay to the Reversioner or Reversioners by equal half-yearly Payments as aforesaid, such annual Sum as together with the clear annual Letting Value for the Time being of the existing Dwelling Houses, Shops, and Buildings will make up the full annual Sum of £5,000; and if in the Case last aforesaid the said Lessees, their Successors or Assigns, shall duly make such Improvements, Erections, and Payments as were intended to be secured as last aforesaid, then and in such Case the Reversioner or Reversioners shall not nor will enforce the said Right of Re-entry, so far as regards the Franchises, Rights, and Privileges herein-before expressed to be demised, or any of them, and such Franchises, Rights, and Privileges shall and may thenceforth during the Residue of the said Term be exercised and enjoyed by the Lessees, their Successors or Assigns, exclusively, freed and discharged from the Payment of the Rent expressed to be hereby reserved: Provided always, that in the event of such Security being given, and Default being made by the Lessees, their Successors or Assigns, in making the Improvements, Erections, and Payments intended to be thereby secured, it shall be lawful for the Reversioner or Reversioners, at the Expiration of the said Term of Three Years, to enforce or again exercise the said Right of Re-entry as respects all or any of the said Franchises, Rights, and Privileges: Provided also, that no Breach of the Covenants herein-before contained (except of the Covenant for the Payment of Rent) shall give to the Reversioner or Reversioners any Right of Re-entry under the Proviso for Re-entry herein-before contained, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action: And the Lessor, for the Purpose of binding, as far as

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*Rawson's Estate Act, 1866.*

may be practicable, the Reversioner or Reversioners, but not so as to be personally liable under the Covenants herein-after contained (except in respect of her own individual Acts and Defaults), doth hereby, for herself, her Heirs, Executors, and Administrators, covenant with the Lessees, their Successors and Assigns, that if the Lessees, their Successors or Assigns, shall pay the said Rent at the Times and in the Manner herein-before mentioned for the Payment thereof, and shall duly observe and perform all and singular the Covenants and Conditions herein-before contained, and on their Part to be observed and performed, then it shall be lawful for the Lessees, their Successors and Assigns, peaceably to hold and enjoy the said Pieces of Land, Hereditaments, and Premises herein-before expressed to be hereby demised, with the Messuages and Buildings for the Time being thereon, and exercise and enjoy the Franchises, Rights, and Privileges herein-before expressed to be hereby demised, without any Interruption or Disturbance by the Reversioner or Reversioners, or any of them, or any Persons lawfully or equitably claiming or to claim through, under, or in trust for her, them, or any of them, or the said Benjamin Rawson, deceased; and also that it shall be lawful for the Lessees, their Successors or Assigns, at any Time and from Time to Time when they shall think fit, at their own Expense (but subject and without Prejudice to the Lessees Covenants herein-before contained), to take down and remove all or any of the said Messuages and Buildings now existing or which shall at any Time during the Continuance of the said Term be erected and built upon the said Pieces of Land or any Part or Parts thereof, and to carry away, sell, and dispose of the Materials thereof, and of any Buildings destroyed or damaged by Fire, for their own Benefit, and to lay out and form such Streets, and to erect such Buildings and Messuages, and generally to act in such Manner with respect to the said Pieces of Land or any Part or Parts thereof as they shall in their uncontrolled Discretion think fit: Provided always, and it is hereby agreed and declared, that if any Dispute, Question, or Controversy shall arise between the Reversioner or Reversioners, and the Lessees, their Successors or Assigns, as to any of the Matters herein-before contained, or as to any of the Rights or Liabilities of either Party under these Presents, or as to the Construction or Operation hereof, or any Clause, Matter, or Thing herein contained, or otherwise in connexion with the Premises, then and in every such Case the Matter so in dispute shall be referred to Two Arbitrators or their Umpire, pursuant to and so as, with regard to the Mode and Consequence of the Reference, and in all other respects, to conform to the Provisions in that Behalf contained in "The Common Law Procedure Act, 1854," or any statutory Modification thereof for the Time being in force. In witness whereof the said Elizabeth Rawson hath hereunto set her Hand and Seal, and the said Mayor, Aldermen, and Burgesses have hereunto affixed their Corporate Common Seal, the Day and Year first above mentioned.



*Rawson's Estate Act, 1866.*

## SCHEDULE referred to.

Date of Lease.	Lessor.	Lessees.	Term.	Rent.	Remarks.
15th July 1861.	—	Samuel Walmesley of Bradford, Machine Maker; Charles Frederick Butterfield of Bradford, Wool Merchant; William Mortimer of Bradford, Commission Agent; George Elgy of Bradford, Yarn Merchant; Francis Megwand of Bradford, Stuff Merchant; and John Hellavell of Bradford, Wool Merchant.	7 Years from 21st June 1861.	£ 50	Lease of Manor House Club.
27th May 1859.	—	Matthew Taylor	14 Years from 27th May 1859.	50	Lease of Premises fronting Darley Street.
—	—	Michael Rogerson of Bradford, Druggist; Henry Farrer of Bradford, Tailor; John Barracough of Bradford, Wine Merchant; David Salmond of Bradford, Soap Manufacturer; William Mawson of Bradford, Architect; Christian Henry Taylor of Bradford, Surgeon.	15 Years from 21st June 1861.	41	Lease of Premises in the Market Place to Masonic Hope Lodge.

