



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 2.

An Act for authorizing Leases of the Settled Estates of Sir *John William Ramsden* Baronet in the Parishes of *Huddersfield*, *Almondbury*, and *Kirkheaton* in the West Riding of the County of *York*, and for other Purposes, and of which the Short Title is “*The Ramsden Estate Act, 1867.*”

[25th July 1867.]

WHEREAS by virtue of an Indenture of Release and Settlement grounded on a Lease for a Year, and dated the Fifth Day of *April* One thousand eight hundred and fourteen, between Sir *John Ramsden* Baronet of the First Part, *John Charles Ramsden*, the eldest Son of the said Sir *John Ramsden*, of the Second Part, the Honourable *Isabella Dundas* Spinster (afterwards *Isabella* the Wife of the said *John Charles Ramsden*, and herein-after called the said *Isabella Ramsden*,) of the Third Part, *Robert Oliver* of the Fourth Part, *John Exley* of the Fifth Part, *James Lane Fox* the younger, of *Bramham Park* in the County of *York*, Esquire, and *Edward Stourton*, afterwards Sir *Edward Vavasour* Baronet, of the Sixth Part, *Thomas Davison Bland* and *Charles William Wentworth Fitzwilliam* (then called *Viscount Milton*, and afterwards Fifth Earl [Private.]

Indenture,
dated 5th
April 1814.

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Fitzwilliam,) of the Seventh Part; and *Robert Pemberton Milnes* and the Honourable *Lawrence Dundas* (afterwards First Earl of *Zetland*) of the Eighth Part, (being the Settlement made on the Marriage then intended and shortly afterwards solemnized between the said *John Charles Ramsden* and *Isabella Ramsden*, and herein-after called "the said Marriage Settlement,") and of a Common Recovery suffered in *Easter Term* in the Fifty-fourth Year of *George* the Third, wherein the said *Robert Oliver* was Demandant, the said *John Exley* was Tenant, and the said Sir *John Ramsden* and *John Charles Ramsden* were Vouchees, the Messuages, Farms, Lands, Rents, and Hereditaments described in the Schedule to the now-reciting Indenture, and therein mentioned to be in the Parishes of *Almondbury, Kirkheaton,* and *Huddersfield*, in the West Riding of the County of *York*, were, together with other Hereditaments, limited, after the Solemnization of the said then intended Marriage, to Uses for securing to the said *Isabella Ramsden*, in case she should survive the said *John Charles Ramsden*, a yearly Rentcharge of One thousand six hundred Pounds during her Widowhood, and of Eight hundred Pounds for her Life if she should marry again, with Powers of Distress and Entry for recovering the same, and (subject thereto) to the Use of the said *Thomas Davison Bland* and *Charles William Earl Fitzwilliam*, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, upon the Trusts therein-after declared thereof, and subject thereto to the Use of the said Sir *John Ramsden* for his Life, with Remainder to the Use of Trustees during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the said *John Charles Ramsden* for his Life, with Remainder to the Use of Trustees during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the said *Robert Pemberton Milnes* and *Lawrence Earl of Zetland*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, upon the Trusts therein-after declared thereof, and subject thereto to the Use of the First Son of the said *John Charles Ramsden* by the said *Isabella Ramsden* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *John Charles Ramsden* by the said *Isabella Ramsden*, severally and successively in Tail Male, with divers Remainders over, and with the ultimate Remainder or Reversion to the Use of the said Sir *John Ramsden*, his Heirs and Assigns for ever; and the Trusts of the said Term of Ninety-nine Years were declared to be for better securing the said yearly Rentcharges of One thousand six hundred Pounds and Eight hundred Pounds; and the Trusts of the said Term of Five hundred Years were declared to be for raising, after the Decease of the Survivor of the said Sir *John Ramsden* and *John Charles Ramsden*, Twenty thousand Pounds, or, in the Event which happened of the only younger Child being a Daughter, Ten thousand

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said Pounds for the younger Children of the said *John Charles Ramsden* by the said *Isabella Ramsden*; and the said Marriage Settlement now in recital contained Powers for granting Building, Repairing, and Improving Leases of the Hereditaments thereby settled, or any Parts thereof, for Terms not exceeding Ninety-nine Years, to be exercised by the said *Sir John Ramsden* during his Life, and after his Decease by the said *John Charles Ramsden* during his Life, and after the Decease of the Survivor of them by the said *James Lane Fox* the younger and *Edward Stourton*, and the Survivor of them, and the Executors and Administrators of the Survivor, during the Minority of any Issue Male of the said *John Charles Ramsden* entitled in Possession, with the Consent in Writing of the Guardian or Guardians of the Person so entitled; and the said Marriage Settlement now in recital contained Powers of Sale and Exchange exerciseable during the Lives of the said *Sir John Ramsden* and *John Charles Ramsden*, with Provisions for the Investment of Monies arising from Sales or receivable by way of Equality of Exchange in the Purchase of other Hereditaments in *England* or *Wales*: And whereas at the Time of the Date and Execution of the said Marriage Settlement there was no Person answering the Description of *James Lane Fox* the younger of *Bramham Park* in the County of *York*, Esquire, but it is believed that it was the Intention of the said *Sir John Ramsden* and *John Charles Ramsden* to name as Trustee for the Purposes for which the said *James Lane Fox* the younger was by the said Marriage Settlement expressed to be made a Trustee *George Lane Fox*, then of *Bramham Park*, Esquire: And whereas, after the Date and Execution of the said Marriage Settlement, the said *Edward Stourton* assumed the Surname of *Vavasour* instead of *Stourton*, and was created a Baronet by the Title of *Sir Edward Vavasour*: And whereas the said *John Charles Ramsden* died in the Month of *December* One thousand eight hundred and thirty-six: And whereas there was Issue of the Marriage of the said *John Charles Ramsden* and *Isabella Ramsden* Three Children, who died during the Lifetime of the said *John Charles Ramsden*, under Twenty-one, and without having been married, (to wit,) *John William Ramsden*, *Isabella Elizabeth Ramsden*, and *Frances Margaret Ramsden*, and Two Children, now living, (to wit,) *Sir John William Ramsden* Baronet, and *Charlotte Louisa*, now the Wife of the Right Honourable *Edward Horsman*, and no other Child: And whereas the said *Sir John Ramsden*, by his last Will and Testament in Writing, dated the Twenty-sixth Day of *January* One thousand eight hundred and thirty-eight, and duly executed and attested, devised and appointed all his Freehold Hereditaments, with the Exceptions therein expressed, unto the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, to the Use of *William Thomas Spencer Wentworth*, then called Viscount *Milton* and now Earl *Fitzwilliam*,

Will of Sir
John Rams-
den, dated
26th Jan.
1838.

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Fitzwilliam, and the said Sir *Edward Vavasour*, for a Term of One thousand Years, upon the Trusts therein-after declared thereof, and subject thereto to the Use that the said *Isabella Ramsden* and her Assigns should have for her natural Life One yearly Rentcharge of One thousand four hundred Pounds, in addition to the Jointure provided for her by the said Marriage Settlement, with Powers of Distress and Entry for recovering the same, and subject thereto to the Use of *Edward William Harvey* Lord *Hawke* and *George Lane Fox*, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, upon the Trusts therein-after declared thereof, and subject thereto to the Use of the Testator's Grandson *John William Ramsden* (now the said Sir *John William Ramsden*) for his Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said Sir *John William Ramsden* severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Second Son *William Ramsden* for his Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *William Ramsden*, severally and successively, according to Seniority in Tail Male, with Remainder to the Use of the Testator's Son *Henry James Ramsden* for his Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of *Frederick Henry Ramsden*, eldest Son of the said *Henry James Ramsden*, for his Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *Frederick Henry Ramsden*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *John Charles Francis Ramsden*, the Second Son of the said *Henry James Ramsden*, for his Life, subject to Impeachment for Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *John Charles Francis Ramsden*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Third and every other younger Son of the said *Henry James Ramsden*, severally and successively according to Seniority

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Seniority in Tail Male, with divers Remainders over; and the Testator thereby declared that if any Person whom he had thereby made Tenant in Tail Male of the Hereditaments therein-before devised should be born in his Lifetime or in due Time after his Death the Estate in Tail Male thereby appointed to that Person should cease, and in lieu thereof he devised and appointed the said Hereditaments to the Use of the Person respectively whose Estate in Tail Male should so determine for his Life without Impeachment of Waste, with Remainder to the Use of the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male; and the Testator thereby declared the Trusts of the Term of One thousand Years to be for raising Forty-two thousand Pounds and Interest, to be paid to his Three Sons, the said *William Ramsden* and *Henry James Ramsden* and *Charles Ramsden*, in equal Shares; and the Testator thereby declared the Trusts of the said Term of Ninety-nine Years to be for securing and raising for the said *Isabella Ramsden* her said yearly Rentcharge of One thousand four hundred Pounds; and he empowered the Trustees of the said Term of Ninety-nine Years, during the Minority of any Tenant for Life or in Tail entitled in possession within Twenty-one Years after the Testator's Decease, to enter into and hold Possession of the devised Hereditaments or any Part thereof, and to raise out of Rents and Profits any yearly Sum for his Maintenance and Education, and to accumulate the surplus Rents and Profits; and apply the accumulated Fund in discharge of the Forty-two thousand Pounds to be raised under the Trusts of the said Term of One thousand Years, and invest the Residue (if any) thereof in the Purchase of Hereditaments to be settled to the Uses thereby limited of the Hereditaments therein-before devised, but with Power to lay out not exceeding Twenty thousand Pounds, Part of the accumulated Fund, in Improvements of the devised Hereditaments; and the Testator thereby directed that the said *Sir John William Ramsden* should within One Year after his attaining Twenty-one execute and perfect such Assurance as Counsel should devise for barring the Estate in Tail Male to which he was entitled in the Estates comprised in the said Marriage Settlement, and all Remainders (if any) thereupon expectant, and should by the same Assurance or Assurances, or such other Assurance or Assurances as Counsel should advise, convey and assure the same Estates to such Uses, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Directions, and Declarations, as were in the Will now in recital contained with respect to the Hereditaments therein-before devised, or such of them as should be then subsisting, but with such Exceptions as in the said Will are expressed as to a Residence at *Byram* in the Parish of *Brotherton*

[*Private.*]

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in the County of *York*, being occupied by the Testator's Wife during her Widowhood, and after her Decease, until the coming of Age or Death of the said *Sir John William Ramsden*, by the said *Isabella Ramsden*, and as to not increasing the said Charge of Forty-two thousand Pounds, or the said yearly Rentcharge of One thousand four hundred Pounds; and the Testator thereby devised his Reversion or Remainder in Fee Simple in the Estates comprised in the said Marriage Settlement to such Uses as were in his said Will contained with respect to the said devised Hereditaments, subject nevertheless to the aforesaid Exceptions; and the said Will contained Powers for the said *Sir John William Ramsden*, and every other Male Tenant for Life of the said devised Hereditaments, either before or after he should have become entitled to the actual Freehold thereof, under the Limitations contained in the said Will, to charge the said devised Hereditaments with a Jointure not exceeding Two thousand Pounds a Year for any Woman he might marry, and with Portions not exceeding Twenty thousand Pounds for his Child or Children, other than an eldest or only Son, who under the Limitations of the said Will should for the Time being be entitled to the said devised Hereditaments, in Remainder expectant on his Parent's Decease, and to limit Terms for securing such Jointure and Portions; and the said Will contained Powers for granting Building, Repairing, and Improving Leases of any Parts of the Hereditaments thereby devised situate in the Townships of *Huddersfield* and *Almondbury*, for Terms not exceeding Ninety-nine Years in Possession; at the best Rent or upon the same or the like Terms as those upon which Leases of Parts of the said Estates had been granted by the Testator, and of renewing any existing Leases upon the then present System, such Powers to be exercised by the Tenant for Life in Possession if of full Age, and if not then by his Guardian or Guardians, and also by the Guardian or Guardians of any Tenant in Tail in Possession under Age; and the said Will contained Powers of Sale, Exchange, and Partition to be exercised by the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, at the Request of the Person entitled in Possession for Life or in Tail, if of full Age, but if not, of his or her Guardian or Guardians, with a Direction for investing the Money to arise from such Sale, and to be paid for Equality of Exchange or Partition, in the Purchase of other Hereditaments in *England* (whereof any Part not exceeding One Fourth Part in any One Purchase might be Copyhold of Inheritance); and the said Will contained a Power of appointing new Trustees in the Room of any Trustee appointed thereby or under the Provisions therein contained who should die or become unable or unwilling to act in the Trusts thereof, exercisable, as regards the Trustees of the Hereditaments thereby devised, by the Person entitled to the actual Freehold in Possession of the Testator's Real Estate, under the Limitations

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tions therein-before contained if of full Age, or during his Minority by his Guardian or Guardians: And whereas the said Sir *John Ramsden* died in the Month of *July* One thousand eight hundred and thirty-nine, without having revoked or altered his said Will, so far as the same is herein-before recited, and the said Will, with a Codicil thereto, only affecting the Testator's Personal Estate, was proved in the Prerogative Court of *York* on the Twelfth Day of *November* One thousand eight hundred and thirty-nine by the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, and Sir *John Henry Lowther* Baronet, the Executors thereof: And whereas the said Sir *John Ramsden* had during his Life granted divers Leases of Parts of the Hereditaments belonging to him in the said Townships of *Huddersfield* and *Almondbury*, and in the adjoining Townships of *Lockwood*, *Honley*, and *Dalton*, for Terms of Sixty Years, renewable at the End of the First Twenty Years, and also at the End of the First Forty Years, on the Payment of Fines either fixed in the Leases or to be ascertained with reference to the improved Value of the demised Premises: And whereas by an Act passed in the Session holden in the Seventh and Eighth Years of Her present Majesty, being Chapter Twenty-one of the Private Acts, intituled *An Act for enlarging the Powers contained in the Will of Sir John Ramsden Baronet, deceased, to grant Leases of the Hereditaments in the Townships of Huddersfield, Honley, Dalton, and Almondbury devised by such Will, and for other Purposes*, which Act is herein-after referred to as "*The Ramsden Estate Act, 1844*," the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, and *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors or Survivor of them, during the Minority of the said Sir *John William Ramsden*, and after the Decease of such Survivor the Guardian or Guardians of the said Sir *John William Ramsden* during his Minority, and when he should attain Twenty-one or die under Age the Tenant for Life in Possession under Sir *John Ramsden's* Will, if of full Age, and if not his Guardian or Guardians, and the Guardian or Guardians of any Tenant in Tail in Possession under Age, were respectively empowered to lease any Parts of the Hereditaments devised by the said Will situate in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton* respectively, either to Persons who had taken Land from the said Sir *John Ramsden*, and built upon it on the Faith of having Leases granted to them, or in consideration of Buildings, Repairs, or Improvements to be made, for Terms not exceeding Sixty Years, either with or without Covenants for Renewal, and to renew Leases granted either by the said Sir *John Ramsden*, or under the Authority of the Act now in recital, and to enter into preliminary Contracts for Leases, and also to set out any Parts of the said devised Hereditaments situate in the said several Townships for Roads and other

Death of Sir
John Rams-
den, and
Proof of his
Will.

7 & 8 Vict.
c. 21., called
"Ramsden
Estate Act,
1844."

The Ramsden Estate Act, 1867.

Indenture,
dated 14th
May 1845.

11 & 12 Vict.
c. 14. called
"Ramsden
Estate Act,
1848."

other Purposes for the general Improvement of the same Hereditaments: And whereas by an Indenture dated the Fourteenth Day of *May* One thousand eight hundred and forty-five, and made between the said *Isabella Ramsden*, who had been appointed by the Court of Chancery Guardian of the said *Sir John William Ramsden*, of the First Part, the said *William Ramsden*, *Henry James Ramsden*, *Charles Ramsden*, and *Sir John Henry Lowther* of the Second Part, the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke* of the Third Part, the said *Charles William Earl Fitzwilliam* and *George John Serjeantson* of the Fourth Part, and *George Loch* of the Fifth Part, in pursuance of the Power in that Behalf so as aforesaid contained in *Sir John Ramsden's Will*, the said *George John Serjeantson* was appointed to be a Trustee of the said Will in the Place of the said *Philip Davies Cooke*, and jointly with the said *Charles William Earl Fitzwilliam*, and the Freehold Estates then vested in the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, upon any of the Trusts of the said Will, were conveyed to the Use of the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, their Heirs and Assigns, upon the Trusts and subject to the Powers, Provisoos, and Declarations of the said Will: And whereas by an Act passed in the Session holden in the Eleventh and Twelfth Years of Her present Majesty, being Chapter Fourteen of the Private Acts, and intituled *An Act for extending certain Powers of an Act passed in the Eighth Year of the Reign of Her present Majesty, intituled 'An Act for enlarging the Powers contained in the Will of Sir John Ramsden Baronet, deceased, to grant Leases of the Hereditaments in the Townships of Huddersfield, Honley, Dalton, and Alinondbury, devised by such Will, and for other Purposes,' to the Hereditaments in the Parishes of Almondbury, Kirkheaton, and Huddersfield comprised in the Settlement made on the Marriage of John Charles Ramsden Esquire, deceased, and for other Purposes*, and which Act is herein-after referred to as "*The Ramsden Estate Act, 1848*," the said *Isabella Ramsden*, *Charles William Earl Fitzwilliam*, *Charles Ramsden*, and *Thomas Earl of Zetland*, and the Survivors and Survivor of them, during the Minority of the said *Sir John William Ramsden*, and after the Decease of such Survivor the Guardian or Guardians of the said *Sir John William Ramsden* during his Minority, and when and so soon as he should attain Twenty-one, or die under Age, the Guardian or Guardians of any Tenant in Tail in Possession during his Minority, and also any Tenant for Life in Possession, if of full Age, and if not his Guardian or Guardians, were respectively empowered to grant Building, Repairing, and Improving Leases of Parts of the Estates comprised in the said Marriage Settlement in the Parishes of *Huddersfield*, *Almondbury*, and *Kirkheaton* for Terms not exceeding Sixty Years, with or without Covenants for Renewal, and to renew Leases granted

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granted under the Authority of the Act now in recital, and to enter into preliminary Contracts for Leases, and also to set out any Parts of the said Estates for Roads or other Purposes for the general Improvement of the said Estates; and by the Act now in recital the said *Charles William Earl Fitzwilliam* and *George John Serjeantson*, and the Survivor of them, and the Executors or Administrators of such Survivor, were empowered to borrow at Interest upon the Security of the Estates comprised in the said Marriage Settlement or any Part thereof any Monies not exceeding Twenty-five thousand Pounds, and to apply the same, according to the Directions of the Person or Persons for the Time being empowered by the Act now in recital to grant Leases, in the Formation and Construction of any such Roads, Sewers, Houses, and other Works as therein mentioned upon the Estates comprised in the said Marriage Settlement; and by the Act now in recital the Powers of "The Ramsden Estate Act, 1844," were extended to all Hereditaments in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, and in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, which since the passing of "The Ramsden Estate Act, 1844," might have been or should thereafter be purchased under the Powers contained in Sir *John Ramsden's* Will; and the Powers of the Act now in recital were also extended to all Hereditaments situated in the said Parishes and Townships which should thereafter be purchased or taken in Exchange under the Powers of the Act now in recital; and the Act now in recital contained Provisions for the Sale and Exchange during the Minority of the said Sir *John William Ramsden* of any Parts of the Estates comprised in the said Marriage Settlement, and situate in the Parishes of *Almondbury*, *Kirkheaton*, and *Huddersfield*, with Directions for the Investment of the ultimate Surplus of the Purchase Monies, or Monies received by way of Equality of Exchange, in the Purchase of Hereditaments in *England*: And whereas the said *George Lane Fox* died in the Year One thousand eight hundred and forty-eight: And whereas by an Indenture dated the Nineteenth Day of *February* One thousand eight hundred and forty-nine, and made between the said *Isabella Ramsden* of the First Part, the said *Lord Hawke* of the Second Part, *George Lane Fox*, Son of the said *George Lane Fox*, then deceased, of the Third Part, and the said *George Loch* of the Fourth Part, the said *George Lane Fox* the Son was appointed to be a Trustee under Sir *John Ramsden's* Will in the Place of the said *George Lane Fox* deceased, and jointly with the said *Lord Hawke*, and by or by virtue of that Indenture, and an Indenture dated the Twentieth Day of *February* One thousand eight hundred and forty-nine, and made between the said *George Loch* of the one Part, and the said *Lord Hawke* and *George Lane Fox* the Son of the other Part, the Freehold Hereditaments then comprised in the Term of Ninety-nine Years limited by

Indenture,
dated 19th
Feb. 1849.

[Private.]

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Indenture,
dated 19th
April 1853.

Indenture,
dated 19th
April 1853.

Sir *John Ramsden's* Will were assigned to the said Lord *Hawke* and *George Lane Fox* the Son, their Executors, Administrators, and Assigns, for the then Residue of the said Term, upon the Trusts and subject to the Powers, Provisoos, and Declarations of the said Will: And whereas the said Sir *John William Ramsden* attained the Age of Twenty-one Years on the Fourteenth Day of *September* One thousand eight hundred and fifty-two: And whereas by an Indenture dated the Nineteenth Day of *April* One thousand eight hundred and fifty-three, and made between the said Sir *John William Ramsden* of the one Part, and the said *George Loch* of the other Part, and enrolled in the Court of Chancery as a disentailing Assurance on the Twentieth Day of *April* One thousand eight hundred and fifty-three, the said Sir *John William Ramsden* disentailed the Estates comprised in or then subject to the Limitations of the said Marriage Settlement, and limited the same to such Uses, upon and for such Trusts and Purposes, and generally in such Manner as he should by Deed appoint, and in default of such Appointment to the Use of himself, his Heirs and Assigns for ever: And whereas by an Indenture of Settlement, also dated the Nineteenth Day of *April* One thousand eight hundred and fifty-three, and made between the said Sir *John William Ramsden* of the First Part, the said *George Loch* of the Second Part, and the said *Charles William Earl Fitzwilliam* and *George John Serjeantson* of the Third Part, and expressed to be in compliance with Sir *John Ramsden's* Will, and which Indenture is herein-after called "the said Re-settlement," the said Sir *John William Ramsden* limited the Estates comprised in the said disentailing Assurance to the Uses, upon the Trusts, for the Intents and Purposes, and with, under, and subject to the Powers, Directions, and Declarations which under or by virtue of the said Will, and the recited Indentures of the Fourteenth Day of *May* One thousand eight hundred and forty-five and the Nineteenth Day of *February* One thousand eight hundred and forty-nine respectively, and the recited Acts of Parliament, were then subsisting undetermined and capable of taking effect of and concerning the Hereditaments devised by the said Will, but with a Provision as to a Residence at *Byram* aforesaid in favour of the Testator's Widow Lady *Louisa Susannah Ramsden* during her Widowhood, as required by the said Will: And whereas the Messuages, Lands, and Hereditaments specified in the First Schedule to "*Ramsden's Estate (Leasing) Act, 1859,*" next herein-after recited, are Parts of the *Ramsden Huddersfield* Estates as herein-after defined, and the Messuages and Buildings described in the said First Schedule, which comprise about One Half of the Town of *Huddersfield* and Parts of the neighbouring Villages, were built by Persons being Tenants from Year to Year of their respective Holdings at their own Expense to a very large Amount, without their having any Lease or Agreement for a Lease thereof, or any Right at Law or in Equity to

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to call for the same, but in the Expectation only that their Expenditure would be considered as giving them a moral Claim not to be disturbed in the Possession of their respective Holdings: And whereas the Number of such Holdings at the Time of the passing of the "*Ramsden's Estate (Leasing) Act, 1859,*" amounted to about Two thousand nine hundred, and the yearly rateable Value thereof exceeded Fifty thousand Pounds, and the said First Schedule to the last-mentioned Act specified the said several Holdings and the Nature of the Buildings thereon: And whereas by an Act passed in the Session holden in the Twenty-second and Twenty-third Years of Her present Majesty, being Chapter Four of the Private Acts, and intituled *An Act for authorizing Leases of Parts of the Settled Estates in the Parishes of Huddersfield, Almondbury, and Kirkheaton in the West Riding of the County of York, of Sir John William Ramsden Baronet,* and of which the Short Title is "*Ramsden's Estate (Leasing) Act, 1859,*" the Person and Persons who from Time to Time were, by *Sir John Ramsden's Will,* empowered to grant Building, Improving, or Repairing Leases of any of the Hereditaments thereby devised, were empowered to grant Leases, for Terms not exceeding Ninety-nine Years, of any Parts of the Messuages, Lands, and Hereditaments specified in the First Schedule to the Act now in recital, to any Persons who before the passing of that Act had built thereon at their own Expense, without being Lessees thereof, or to such other Persons as he or they in his or their uncontrolled Judgment and entire Discretion should consider the Persons justly entitled to such Lease, in respect of any of the Buildings specified in the said First Schedule, whether the Buildings had been made at their Expense or not, or if those Persons were, by reason of any Incapacity, unable to accept the Lease, then to any other Persons on their Behalf: And whereas by an Indenture dated the Twenty-seventh Day of *July* One thousand eight hundred and sixty-five, and made between the said *Sir John William Ramsden* of the First Part, the *Lady Helen Guendolen St. Maur* of the Second Part, the Honourable *Edward Percy St. Maur* (commonly called *Lord Edward Percy St. Maur*) and the Right Honourable *Josslyn Francis Lord Muncaster* of the Third Part, the said *Lord Edward Percy St. Maur* and *Josslyn Francis Lord Muncaster* of the Fourth Part, and *Sir Frederick Ulric Graham* Baronet and the Honourable *William Henry Wentworth Fitzwilliam* (therein by Mistake called the Honourable *William Henry Fitzwilliam*), Second Son of the said *William Thomas Spencer Earl Fitzwilliam*, of the Fifth Part, (being the Settlement made upon a Marriage shortly afterwards solemnized between the said *Sir John William Ramsden* and the said *Lady Helen Guendolen St. Maur*,) the said *Sir John William Ramsden* demised unto the said *Lord Edward Percy St. Maur* and *Josslyn Francis Lord Muncaster*, their Executors, Administrators, and Assigns,

22 & 23 Vict.
c. 4. called,
"Ramsden's
Estate (Leas-
ing) Act,
1859."

Indenture,
dated 27th
July 1865.

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Assigns, all the Hereditaments devised by the said Will of the said Sir *John Ramsden* to the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, and their Heirs, to Uses as herein-before mentioned, and which were then remaining unsold and unexchanged (except the Hereditaments forming the Subject of a certain Suit of *Thornton* and another *versus Ramsden* and others), and also all the Hereditaments comprised in the said Re-settlement, and then remaining unsold and unexchanged, to hold the same (subject as therein mentioned) unto the said Lord *Edward Percy St. Maur* and *Josslyn Francis Lord Muncaster*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Solemnization of the said then intended Marriage, if the said Sir *John William Ramsden* and Lady *Helen Guendolen St. Maur* should both so long live, upon trust to raise the annual Sum of Three hundred Pounds, and pay the same to the said Lady *Helen Guendolen St. Maur* for her separate Use by way of Pin Money; and the said Sir *John William Ramsden*, by the Indenture now in recital, charged the Hereditaments comprised in the said Re-settlement with the Payment to the said Lady *Helen Guendolen St. Maur* and her Assigns for her Life, if she should survive him, of the annual Sum of Two thousand Pounds for her Jointure, but not in lieu of Dower or Free Bench, with Powers of Distress and Entry for recovering the same, and appointed the said Hereditaments comprised in the said Re-settlement, subject as therein mentioned, unto and to the Use of the said Lord *Edward Percy St. Maur* and *Josslyn Francis Lord Muncaster*, their Executors, Administrators, and Assigns, for a Term of Three hundred Years from the Death of the said Sir *John William Ramsden*, upon trust for securing the Payment of the said annual Sum of Two thousand Pounds; and the said Sir *John William Ramsden* by the Indenture now in recital charged all the Hereditaments expressed to be thereby demised for the said Term of Ninety-nine Years with the Payment of Twenty thousand Pounds for Portions of the Children of the said Sir *John William Ramsden*, other than an eldest or only Son, who, under the Limitations in the said Will of Sir *John Ramsden*, should for the Time being be entitled to the said Real Estate in Remainder expectant on the Decease of the said Sir *John William Ramsden*, and also with annual Payments after the Death of the said Sir *John William Ramsden*, for the Maintenance and Education of every Child entitled in expectancy to a Portion; and by the Indenture now in recital the said Sir *John William Ramsden* appointed all the Hereditaments charged with such Portions and Maintenance as aforesaid, subject as therein mentioned, unto and to the Use of the said Sir *Frederick Ulric Graham* and *William Henry Wentworth Fitzwilliam* for a Term of One thousand five hundred Years from the Death of the said Sir *John William Ramsden*,

upon

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upon trust for raising the said Portions, and the Interest thereof, and the said annual Sums for Maintenance: And whereas the said Sir *John William Ramsden* has had no Issue except Two Daughters, one of whom died in the Year One thousand eight hundred and sixty-six, less than One Year old, and the other of whom was born on the Seventeenth Day of *June* One thousand eight hundred and sixty-seven, and is now living: And whereas the said *William Ramsden* died in the Month of *December* One thousand eight hundred and fifty-three, without Issue: And whereas the said *Henry James Ramsden* intermarried with the Honourable *Frederica Selina Law*, and has had Issue Male Four Sons only, (to wit,) the said *Frederick Henry Ramsden* and *John Charles Francis Ramsden* and *Henry James Ramsden* the younger, who was born on the First Day of *February* One thousand eight hundred and thirty-seven, and *William John Freschville Ramsden*, who was born on the Twenty-second Day of *May* One thousand eight hundred and forty-five: And whereas the said *Frederick Henry Ramsden* died in the Month of *November* One thousand eight hundred and fifty-four a Bachelor: And whereas the said *John Charles Francis Ramsden* attained Twenty-one, and married *Emma Susan Gosling*, and has had Issue Male Two Sons only, (to wit,) *Frederick William Ramsden* who was born on the Seventeenth Day of *February* One thousand eight hundred and sixty-four, and *Richard Henry Ramsden* who was born on the Tenth Day of *November* One thousand eight hundred and sixty-six, and the said *Frederick William Ramsden* is the First Tenant in Tail under Sir *John Ramsden's* Will and the said Re-settlement respectively: And whereas by an Indenture dated the Thirteenth Day of *April* One thousand eight hundred and sixty-three, and made between the said *Emma Susan Gosling* of the First Part, the said *John Charles Francis Ramsden* of the Second Part, the said *Henry James Ramsden* (the Father) of the Third Part, *William Gregory Dawkins* and the said Sir *John William Ramsden* of the Fourth Part, being a Settlement made upon the said Marriage of the said *Emma Susan Gosling* and *John Charles Francis Ramsden*; the said *John Charles Francis Ramsden* covenanted with the said *William Gregory Dawkins* and Sir *John William Ramsden*, their Executors and Administrators, that in case the said *Henry James Ramsden* should at any Time thereafter become entitled in Possession to the Estates devised by Sir *John Ramsden's* Will (in the said Indenture referred to as the *Ramsden Estates*) under the Limitations thereof contained in the said Will of Sir *John Ramsden*, and a certain Sum of Thirty thousand Pounds New Three Pounds *per Centum* Bank Annuities referred to in the Indenture now in recital should therefrom or thereafter cease to be subject to the Trusts therein-before expressed and declared of and concerning the same, he the said *John Charles Francis Ramsden* would, as soon afterwards as Circumstances would

Indenture,
dated 13th
April 1863.

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admit,

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admit, execute and do all such Acts and Deeds as might be necessary or convenient for the Purpose of exercising the Power he would then have of granting and securing to the said *Emma Susan Gosling*, if she should survive him, the annual Sum of Five hundred Pounds for her Life, clear of all Deductions except Income Tax, and to be charged upon and payable out of the said Estates in such Manner, and with such Powers of Distress and Entry, and Limitation of a Term, and other usual Provisions for securing the same, as might be reasonably required: And whereas the said *Henry James Ramsden* the younger died a Bachelor on the Eighth Day of *December* One thousand eight hundred and sixty-two: And whereas the said *William John Freschville Ramsden* has attained Twenty-one, and is the First Adult Tenant in Tail under Sir *John Ramsden's* Will and the said Re-settlement respectively: And whereas the said *Thomas Davison Bland*, died in the Year One thousand eight hundred and forty-seven, leaving the said *Charles William Earl Fitzwilliam* his Co-trustee of the said Term of Ninety-nine Years created by the said Marriage Settlement him surviving: And whereas the said *Charles William Earl Fitzwilliam* died in the Month of *October* One thousand eight hundred and fifty-seven, having duly made his Will, bearing Date the Seventh Day of *November* One thousand eight hundred and fifty-six, and thereby appointed his Sons the said *William Thomas Spencer Viscount Milton*, who on his Death became *Earl Fitzwilliam*, and the Honourable *George Wentworth Fitzwilliam*, Executors thereof, and the same Will was duly proved in Her Majesty's Court of Probate in the Month of *July* One thousand eight hundred and fifty-eight by both the said Executors: And whereas by an Indenture dated the Fifteenth Day of *March* One thousand eight hundred and sixty-seven, and made between the said Sir *John William Ramsden* of the First Part, the said *Henry James Ramsden*, *Charles Ramsden*, and Sir *John Henry Lowther* of the Second Part, the said *George John Serjeantson* of the Third Part, the said *Edward Horsman* of the Fourth Part, and the said *Edward Horsman* and *George John Serjeantson* of the Fifth Part, the said *Edward Horsman* was appointed a Trustee of and concerning all the Real Estate and all the Personal Estate therein-before mentioned or referred to, of or concerning which the said *Charles William Earl Fitzwilliam* and *George John Serjeantson* were Trustees under or by virtue of or upon the Trusts of the said recited Will of the said Sir *John Ramsden*, in the Room of the said *Charles William Earl Fitzwilliam*, jointly with the said *George John Serjeantson*, upon and for all such of the Trusts and Purposes, and with all such of the Powers, Authorities, and Discretions, reposed or vested by the said recited Will and Codicil, or either of them, in the said *Charles William Earl Fitzwilliam* and *Philip Davies Cooke*, as were then subsisting

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Indenture,
dated 15th
March 1867.

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undetermined and capable of taking effect, and the said *Edward Horsman* thereby testified his Acceptance of such Appointment: And whereas the said *Lawrence Earl of Zetland* died in the Year One thousand eight hundred and thirty-nine, leaving the said *Robert Pemberton Milnes* him surviving: And whereas the Ten thousand Pounds, to which under the Trusts of the Term of Five hundred Years created by the said Marriage Settlement the said *Charlotte Louisa Horsman*, as the only younger Child of the said *John Charles Ramsden*, became entitled for her Portion, with Seventy-five Pounds, the Costs of raising the same, was raised by the said *Robert Pemberton Milnes* as the surviving Trustee of that Term; and by an Indenture dated the Twenty-seventh Day of *April* One thousand eight hundred and fifty-two, and made between the said *Robert Pemberton Milnes* of the First Part, the said *Thomas Earl of Zetland* and *Charles Ramsden* of the Second Part, the said *Edward Horsman* and *Charlotte Louisa* his Wife of the Third Part, and the said Lord *Hawke* and *George Lane Fox* the Son of the Fourth Part, the Hereditaments comprised in the said Term were assigned to the said Lord *Hawke* and *George Lane Fox* the Son for the then Residue of that Term, by way of Mortgage, for securing Payment to them of Ten thousand and seventy-five Pounds and Interest, and that Mortgage is still a subsisting Charge upon the Hereditaments comprised in the said Term, and the Money thereby secured is Part of the Monies subject to the Trusts of the said Term of Ninety-nine Years created by Sir *John Ramsden's* Will: And whereas the said Lord *Edward Percy St. Maur* died on the Twentieth Day of *December* One thousand eight hundred and sixty-five: And whereas the Forty-two thousand Pounds which under the Trusts of the said Term of One thousand Years created by Sir *John Ramsden's* Will was to be raised and paid to the said *William Ramsden*, *Henry James Ramsden*, and *Charles Ramsden*, has been, with all Interest thereon, raised out of the Rents and Profits charged therewith, and duly paid off, and the said Term of One thousand Years has ceased: And whereas no Part of the Twenty-five thousand Pounds by "The *Ramsden Estate Act, 1848*," authorized to be raised, has ever been raised: And whereas a great many Leases for Terms of Sixty Years or a little less, with Covenants for Renewal, have been granted of different Parts of the *Ramsden Huddersfield* Estates, as herein-after defined, under the Powers in that Behalf contained in Sir *John Ramsden's* Will, "The *Ramsden Estate Act, 1844*," and "The *Ramsden Estate Act, 1848*," in addition to the Leases of the same Description granted by the said Sir *John Ramsden*, and a considerable Number of Leases for Ninety-nine Years or a little less have also been granted of different Parts of the *Ramsden Huddersfield* Estates, under the Powers in that Behalf contained in the said Marriage Settlement, Sir *John Ramsden's* Will, and "*Ramsden's*
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Estate (Leasing) Act, 1859," and there are also subsisting other similar Leases upon certain Parts of the *Ramsden Huddersfield* Estates, and particularly upon such Parts thereof as have been purchased or otherwise acquired under the Provisions in that Behalf contained in Sir *John Ramsden's* Will and "The *Ramsden* Estate Act, 1848." And whereas the Owners of other Estates adjoining or in the immediate Neighbourhood of the *Ramsden Huddersfield* Estates have Power to grant and are in the habit of granting Building and Repairing Leases for Terms of not exceeding One thousand Years, and Leases for Terms of similar Lengths are customary in neighbouring Towns, and the Non-existence of any Power to grant similar Leases upon the *Ramsden Huddersfield* Estates may seriously prejudice the Value of such Estates, by diverting the Progress of Building and Improvements to the said adjoining Estates and to neighbouring Towns: And whereas the existing renewable Leases upon the *Ramsden Huddersfield* Estates have been found very troublesome and expensive, the Costs of and incident to a Renewal being in many Cases very considerable, as compared with the Value of the Property comprised in the Lease, and many of the Lessees both under renewable Leases and under Leases not renewable would prefer Leases for long Terms of Years at increased Rents, and it is considered that the said Estates might be made to yield a much larger Rental, and the Management thereof might be considerably simplified, if Power were given to accept Surrenders of Leases, whether renewable or not, and to grant in lieu thereof Leases for Terms not exceeding Nine hundred and ninety-nine Years, at increased Rents, on proper Terms and Conditions, having regard to the Circumstances of the Cases: And whereas many of the Persons who have so as aforesaid built upon the Holdings specified in the said First Schedule to "Ramsden's Estate (Leasing) Act, 1859," or have succeeded by Purchase or otherwise to the same, would prefer to have Leases for longer Terms than are authorized by the last-mentioned Act at increased Rents, and it would therefore be for the Benefit of the said Sir *John William Ramsden* and the Persons entitled in Remainder to the *Ramsden Huddersfield* Estates if Power were given to grant Leases of the said Holdings, or any of them for Terms of not exceeding Nine hundred and ninety-nine Years, on proper Terms and Conditions, having regard to the Circumstances of the Cases: And whereas in some Cases Parts of the *Ramsden Huddersfield* Estates are let at One aggregate Rent with or are intermixed as to Boundaries with other Hereditaments not forming Part of such Estates, and in particular with Hereditaments belonging to the said Sir *John William Ramsden*, and it is desirable that Power should be given to apportion the Rents and settle the Boundaries: And whereas, having regard to the Value of the Estates in the Neighbourhood of *Huddersfield*, subject to the Limitations of Sir *John Ramsden's*

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Ramsden's Will and the said Re-settlement, it is very desirable that the said Sir *John William Ramsden*, or other the Owner for the Time being of the said Estates, should have a suitable Residence in the immediate Neighbourhood of *Huddersfield*, but the only House upon the said Estates available for that Purpose is an old Mansion House called *Longley Hall*; altogether inadequate and unsuitable for the Accommodation of the said Sir *John William Ramsden* and his Establishment, and it would therefore be greatly for the Benefit of the Persons who are or may be interested in the said Estates under Sir *John Ramsden's* Will and the said Re-settlement respectively if the said Mansion House called *Longley Hall* were pulled down, and replaced by or were otherwise converted into a suitable Residence for the said Sir *John William Ramsden* or other such Owner as aforesaid, or if such a suitable Residence were provided in some other Manner: And whereas the Cost of providing such suitable Residence would exceed the Sum of Ten thousand Pounds: And whereas the said Mansion House called *Longley Hall* is now used partly as Offices for the Transaction of Business connected with the Management of the *Ramsden* Estates, and partly as the Residence of the Agent employed in the Management thereof, but such Mansion House is outside the Town of *Huddersfield*, and it would be a great Convenience to the Tenants and Occupiers of the *Ramsden Huddersfield* Estates, and would materially facilitate the economical and efficient Management of the said Estates, if new Estate Offices were erected in a central and convenient Situation in the Town of *Huddersfield*; and it is desirable to erect a Residence for the Agent on some Part of the *Ramsden Huddersfield* Estates: And whereas the Cost of such new Offices and of a new Residence for the Agent would amount to about Eight thousand Pounds: And whereas the Markets now in use in the Town of *Huddersfield* consist merely of an open Market and covered Shambles, and it would be for the Benefit of the Tenants and Occupiers of the *Ramsden Huddersfield* Estates, and would add considerably to the Value of such Estates for Building Purposes, if more commodious and convenient Markets were erected in some convenient Situation in the said Town of *Huddersfield*: And whereas the Cost of such new Markets, if built, would amount to about Twelve thousand Pounds: And whereas in order duly to develop the *Ramsden Huddersfield* Estates as a Building Property it would often be desirable to expend considerable Sums of Money in making Roads, Drains, and Sewers, forming and joining Streets and Squares, and laying out Sites for new Buildings and other Works of similar Descriptions, and to make Agreements with the *Huddersfield* Improvement Commissioners, or with any other Commissioners or Persons enabled so to agree, for the Construction and Maintenance of Sewers, Roadways, and other Works, and it would also sometimes be desirable to lay out Money in erecting Houses and other Buildings,

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and particularly Dwellings for the Labouring Classes on the said *Ramsden Huddersfield* Estates: And whereas the said Sir *John William Ramsden* has already entered into Arrangements for making and constructing some Roads and Bridges and other Works for the Development of the said Estates, and it is desirable that the Powers of this Act should extend to Works to be executed in pursuance of these Arrangements as well as to Works not yet agreed upon: And whereas some Parts of the *Ramsden Huddersfield* Estates could be more advantageously and economically developed for Building Purposes if Power were given to carry on such Development in Co-operation with the Owners of adjoining Estates: And whereas for the Purposes aforesaid it is desirable that the Trustees of Sir *John Ramsden's* Will should be empowered to raise a Sum not exceeding Seventy-five thousand Pounds at Interest, by Mortgage or otherwise, as herein-after mentioned: And whereas it is the usual System of dealing in the Town of *Huddersfield* and the Neighbourhood of *Huddersfield*, and it is necessary for the Purpose of advantageously leasing any Lands there for the Purposes of Buildings or Improvements, that the setting out and Formation of the Roads, Streets, Ways, and Avenues, and the Construction of such other Works as may be necessary for the Preparation of the said Lands for Use and Occupation, for the Purposes of Buildings and Improvements, should be in the first instance effected by and at the Expense of the Landlord or Proprietor of such Lands, but upon the Demise of such Lands the Lessees are or may be charged with gross Sums in the Way of Repayment of the Expense incurred by the Landlord or Proprietor as aforesaid: And whereas, having regard to the Number of small Holdings upon the *Ramsden Huddersfield* Estates, it is desirable to reduce as much as possible the Expenses of and incident to the Sale and Conveyance of small Portions of such Estates, and it would therefore be for the Benefit of the said Sir *John William Ramsden* and the Persons entitled in Remainder that the Concurrence of the said *Isabella Ramsden* and the other Persons interested under the Limitations of the said Marriage Settlement, prior to the Estate in Tail Male thereby limited to the said Sir *John William Ramsden*, in exercising, as regards the *Ramsden* Settled Estates as herein-after defined, the Powers of Sale, Enfranchisement, Exchange, and Partition contained in Sir *John Ramsden's* Will, should henceforth be rendered unnecessary, and that a short Form of Conveyance to be used, with such Variations as may be thought fit, in exercising the said Powers of Sale, Enfranchisement, Exchange, and Partition, as regards as well the *Ramsden* Devised Estates as the *Ramsden* Settled Estates, should be provided by Authority of Parliament: And whereas it is also desirable that the Powers of Sale, Enfranchisement, Exchange, and Partition should be extended so as to enable the Minerals and the Surface to be dealt with separately, and so as to

authorize

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authorize the Imposition of Covenants and Restrictions upon Purchasers and others taking under any of the said Powers, and so as to authorize the Purchase and taking in Exchange or upon Partition, in certain Cases, of Customary Copyhold or Leasehold Hereditaments: And whereas it is also expedient to give Power to raise a Sum of Fifty thousand Pounds on Mortgage of the *Ramsden* Settled Estates and *Ramsden* Devised Estates, or any Part thereof, for the Purpose of investing the same in the Purchase of other Freehold Hereditaments, to be settled to the same Uses: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said Sir *John William Ramsden* Baronet, 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 "The *Ramsden* Short Title. Estate Act, 1867."

2. The following Expressions, when used in this Act, shall have the several Meanings herein-after assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpre-
tation of
Terms.

The Expression "the *Ramsden* Settled Estates" shall include all Manors, Rectories, Lands, Tenements, and Hereditaments in *England* or *Wales* which by any Means or in any Manner now are subject at Law or in Equity to the subsisting Uses of the said Marriage Settlement and Re-settlement, or which may hereafter be purchased with or out of any Monies, Stocks, Funds, or Securities which either under any of the recited Acts and Instruments or this Act, or under any Special or General Act authorizing the taking or Purchase of any Parts of the *Ramsden* Settled Estates, or by any similar Means, may be liable to be invested in Hereditaments to be settled to the Uses of the said Marriage Settlement and Re-settlement, or which may otherwise by virtue of any Provision contained in any of the recited Acts and Instruments, or this Act, become subject, at Law or in Equity, to the subsisting Uses of the said Marriage Settlement and Re-settlement:

The Expression "the *Ramsden* Devised Estates" shall include all Manors, Rectories, Lands, Tenements, and Hereditaments in *England* or *Wales*, other than the *Ramsden* Settled Estates, which by any Means or in any Manner now are subject at Law or in Equity to the subsisting Uses of Sir *John Ramsden's* Will,
or

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or which may hereafter be purchased with or out of any Monies, Stocks, Funds, or Securities which either under any of the recited Acts and Instruments or this Act, or under any Special or General Act authorizing the taking or Purchase of any Parts of the *Ramsden* Devised Estates, or by any similar Means, may be liable to be invested in Hereditaments to be settled to the Uses of Sir *John Ramsden's* Will, or which may otherwise by virtue of any Provision contained in any of the recited Acts and Instruments or this Act become subject at Law or in Equity to the subsisting Uses of the said Will:

The Expressions "the *Ramsden Huddersfield* Settled Estates" and "the *Ramsden Huddersfield* Devised Estates" shall respectively comprise such of the *Ramsden* Settled Estates and *Ramsden* Devised Estates respectively as are or shall be situate in the Townships of *Huddersfield*, *Almondbury*, *Lockwood*, *Honley*, and *Dalton*, or the Parishes of *Huddersfield*, *Almondbury*, and *Kirkheaton*, or any of them:

The Expression "the *Ramsden Huddersfield* Estates" shall include both the *Ramsden Huddersfield* Settled Estates and the *Ramsden Huddersfield* Devised Estates:

The Expression "the General Trustees" shall mean the said *George John Serjeantson* and *Edward Horsman*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution of the Trusts of Sir *John Ramsden's* Will, in the Place of the said *Charles William* Earl *Fitzwilliam* and *Philip Davies Cooke*, or of either of them:

The Expression "the Leasing Authority" shall mean the said Sir *John William Ramsden* during his Life, and after his Decease any Tenant for Life of full Age for the Time being entitled to the *Ramsden* Devised Estates or the *Ramsden* Settled Estates, or any Part thereof respectively, under Sir *John Ramsden's* Will, or under the said Will and Re-settlement, in Possession or in Remainder immediately expectant upon any Term or Terms of Years, and shall also include the Guardian or Guardians of any Infant Tenant for Life or Tenant in Tail for the Time being entitled in Possession or in Remainder immediately expectant as aforesaid to the *Ramsden* Devised Estates or the *Ramsden* Settled Estates, or any Part thereof respectively:

The Expression "Guardian" shall mean an acting Testamentary Guardian, or if there shall be no acting Testamentary Guardian, then a Guardian appointed by the Court of Chancery:

The Expression "the Reversioner" shall, both in this Act and in any Lease or Contract to be made in pursuance thereof, mean the

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the Person or Persons who shall for the Time being be entitled to such Parts of the *Ramsden* Devised Estates or *Ramsden* Settled Estates as shall be comprised in any Lease or Contract made or to be made in Reversion immediately expectant upon the Determination of such Lease or Contract, and shall also, where necessary, include any Person or Persons who, though not entitled to the Reversion of the Lands comprised in any such Lease or Contract, shall under this Act or otherwise have Power to lease or otherwise dispose of the same:

The Expression "the Lessee" shall, both in this Act and in any Lease or Contract to be made in pursuance thereof, include the Executors, Administrators, and Assigns of the Lessee.

3. The Leasing Authority may from Time to Time, but subject to the Provisions of Section 30 of this Act, by Deed duly executed, lease for any Term of Years not exceeding Nine hundred and ninety-nine Years, to take effect in Possession or within One Year next after the making thereof, any Part or Parts of the *Ramsden Huddersfield* Estates to any Person who shall covenant or agree to erect or make any Building thereon or on some Part thereof, or substantially to improve or repair any existing Building thereon or on some Part thereof, or who shall covenant or agree to annex the Premises so to be leased, or any Part thereof, for Gardens, Pleasure Grounds, Shrubberies, Reservoirs, Yards, Courts, or other Conveniences, for Purposes of Occupation, Trade, or otherwise, to any Building erected or made or to be erected or made on any Part of the *Ramsden Huddersfield* Estates, or on any adjoining Land, or who shall covenant or agree to construct or form upon the Premises so to be leased, or any Part thereof, any Waterworks or other Works, or any Botanical or Zoological Gardens, or public Drives or Walks, or other Places of public Resort or Recreation, or otherwise to improve the *Ramsden Huddersfield* Estates or any Part thereof; and he may also, but so far only as an Owner in Fee Simple of the *Ramsden Huddersfield* Estates would by virtue of such Ownership have Power to grant the same, grant any such Lease as aforesaid of the Right to take or use, either in common with or to the Exclusion of any other Person or Persons, the Water of any Brook, Stream, Reservoir, Pond, or Spring upon, in, or under the *Ramsden Huddersfield* Estates or any Part thereof to any Person whomsoever, either with or without any Stipulation as to Improvements: Provided always, that a Lease subject only to a Tenancy from Year to Year or for any less Interest shall be deemed a Lease in Possession.

Power to grant Building, &c. Leases for 999 Years.

4. On every Lease under the Power aforesaid shall be reserved, except in Cases where a Peppercorn or other merely nominal Rent may be reserved, according to the Provisions in that Behalf herein-
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Rent to be reserved.

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after contained, the best yearly Rent which can be reasonably obtained for the same, to be incident to the Reversion, and to be made payable half-yearly or oftener: Provided always, that such Rent may be made to commence on any Day not exceeding One Year from the Day of the Date of the Lease, and may be made to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the Leasing Authority, having regard to the Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years after the Day of the Date of the Lease.

No Fine.

5. Every Lease under the aforesaid Power shall be made without taking anything in the Nature of a Fine or Premium, but nevertheless, in fixing the Terms of any Lease which shall be made upon the Surrender of a former Lease, whether granted under this Act or otherwise, it shall be lawful to take into account the Value of the Lessee's Interest under such surrendered Lease.

Compulsory
Covenants
and Provi-
sions re-
quired in
Leases.

6. Every Lease under the aforesaid Power shall contain the following Covenants and Provisions, so far as the same may be applicable; (that is to say,)

1. A Covenant by the Lessee for the due Payment of the Rent thereby reserved, unless the same shall be a Peppercorn or other merely nominal Rent:
2. A Covenant by the Lessee for the Payment of all Taxes, Rates, Tithes, Rentcharge in lieu of Tithes, Assessments, and Impositions whatsoever payable by either Landlord or Tenant, affecting or to affect the demised Premises (Landlord's Property Tax only excepted):
3. A Covenant by the Lessee to make, within a Time therein specified, any Buildings or other Improvements in consideration of which the Lease shall be granted, and which shall not be completed at the Time of granting the same:
4. A Covenant by the Lessee to keep the Buildings on the demised Premises in repair:
5. A Covenant by the Lessee to yield up on the Expiration or sooner Determination of the Term the Possession of the demised Premises, with the Buildings and Improvements thereon, in good Repair and Condition:
6. A Provision that the Reversioner, his Agents and Workmen, may enter upon the demised Premises twice in every Year, or oftener, at all seasonable Times, and inspect the Condition thereof:
7. A Provision that the Reversioner may re-enter for Nonpayment within Thirty Days of the Rent thereby reserved, unless such Rent shall be a Peppercorn.

7. A Coun-

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7. A Counterpart of every Lease granted under this Act shall be executed by the Lessee, and be delivered by him to the Leasing Authority; but a Memorandum, under the Hand of the Leasing Authority or his Agent, acknowledging the Receipt of any such Counterpart, shall, in the Absence of Fraud, be conclusive Evidence that the Counterpart was duly executed and delivered as by this Act is required. Counterparts
of Leases.

8. Every Lease under the aforesaid Power may, if the Leasing Authority shall think fit, be granted, with Provisions for all or any of the following Purposes; (to wit,) Provisions
authorized
in Leases.

1. A Provision that the Reversioner may re-enter for any Breach on the Part of the Lessee of all or such as shall be agreed upon and specified of the Covenants contained in the Lease:
2. A Provision that no Breach by the Lessee of any Covenant (except the Covenant for Payment of the Rent, and such other Covenants, if any, as the Parties may agree to except,) shall give any Right of Re-entry unless and until Judgment shall have been obtained in an Action for such Breach of Covenant, and the Damages and Costs recovered therein shall have remained unpaid for Two Calendar Months after Judgment shall have been obtained in such Action:
3. A Provision for apportioning the Rent to be reserved, and for exonerating any Part of the demised Premises from the Payment of any specified Portion of the whole Rent thereby reserved:
4. A Provision for limiting any Right of Re-entry reserved on Nonpayment of Rent, or on the Breach of the Covenants of the Lease or any of them, to any specified Part of the demised Premises:
5. A Covenant by the Lessee to keep all or any of the insurable Buildings on the demised Premises insured against Damage by Fire in such Manner as shall be mentioned therein, and to lay out the Money received on such Insurance, and also any other Money requisite, in substantially restoring any Building which was or ought to have been insured, and which shall be destroyed or damaged by Fire:
6. A Covenant by the Lessee to contribute towards the Expense of making and keeping in repair, ornamenting, and embellishing any Squares or other open Places, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Parts of the *Ramsden Huddersfield Estates*:
7. Any other Provisions which the Leasing Authority may think reasonable or advisable.

9. The

The Ramsden Estate Act, 1867.

Liberties and Easements authorized to be granted to Lessees.

9. The Leasing Authority (if he think fit) may grant to the Lessee all or any of the following Liberties and Easements; (to wit,)

1. Liberty to take down or remove all or any Part of the Buildings on the demised Premises, and to apply and dispose of the Materials thereof to any Purposes agreed on :
2. Liberty to alter and reconstruct all or any Part of any Buildings comprised in the Lease, so that such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Reversioner or his Surveyors or Agents :
3. Liberty to set out and allot any Part of the demised Premises as and for the Sites of Squares and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharves, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the demised Premises, or of any Premises adjoining or near thereto, or for the general Improvement of the *Ramsden Huddersfield* Estates or of any Part or Parts thereof :
4. Liberty to make, lay, maintain, repair, or use, in or under any Part not then already leased of the *Ramsden Huddersfield* Estates, or (so far as any Reservation or Provision in any Lease theretofore made, either under this Act or otherwise, of any Part of the same Estates, will authorize,) any Part then already leased of such Estates, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or any future Buildings or Works, and also, but so far only as an Owner in Fee Simple of the *Ramsden Huddersfield* Estates would by virtue of such Ownership have Power to grant the same, like Liberty to construct, maintain, repair, or use any Reservoirs, Dams, Millraces, Watercourses, or other Waterworks, and like Liberty to use the Water of any Brook, Stream, Pond, or Spring on the said Estates :
5. Liberty to dig, take, and carry away, unmanufactured, in and out of the demised Premises, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove :
6. Liberty to get, dig, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of the demised Premises or any Part thereof, or any Land adjoining or near thereto, and to manufacture the same into Bricks, Tiles, or other Materials to be used in improving the demised Premises, or for such other Purposes as shall be agreed upon :

7. Liberty

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7. Liberty to fell, lop, or cut, and carry away and use any Timber and other Trees, Shrubs, and Plants on the demised Premises :

8. Easements of Ways, Waters, Drainage, and Lights, and other Easements over, in, through, or affecting any Part not then already leased of the *Ramsden Huddersfield* Estates, or (so far as any Reservation or Provision in any Lease theretofore made either under this Act or otherwise of any Part of such Estates will authorize) any Part then already leased of the same Estates :

9. Any other Liberties, Easements, and Privileges usual in Leases for like Purposes, or which the Leasing Authority may think reasonable.

10. The Leasing Authority may, if and as he shall think fit, make in every or any Lease under the aforesaid Power all or any of the following Reservations, subject in every Case to such Compensation, if any, as shall be agreed upon ; (to wit,)

Reservations authorized in Leases.

1. Reservations of Rights or Powers to make, lay, or use any Sewers, Drains, Watercourses, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences in, through, over, or under the demised Premises :

2. Reservations of any Easements of Ways, Waters, Drainage, Lights, or Support, or of any other Description affecting the demised Premises :

3. Reservations of Timber or other Trees upon the demised Premises, and of any Rights with respect to the same :

4. Reservation of Mines, Minerals, Stone, Earths, and other Substances in or under the demised Premises, and of any Liberties, Easements, and Privileges with respect to the same :

5. Any other Reservations which the Leasing Authority may think reasonable.

11. The Leasing Authority may from Time to Time, if and when he thinks fit, grant Leases for any Terms not exceeding Nine hundred and ninety-nine Years, to take effect in Possession, or within One Year next after the making thereof, reserving such Rent only as herein-after mentioned, and either with or without any Stipulations for Improvements, but in all other respects in accordance with the Provisions herein-before contained in consideration of the Surrender of any such Lease or Leases as herein-after mentioned ; (to wit,)

Power to grant Leases for 999 Years on Surrender of existing Leases.

1. Any renewable Lease or Leases of any Parts of the *Ramsden Huddersfield* Estates which may have been granted either by
[Private.] the

The Ramsden Estate Act, 1867.

the said Sir *John Ramsden* during his Life, or after his Death under any Power or Powers contained either in Sir *John Ramsden's* Will or in "The *Ramsden* Estate Act, 1844," or in "The *Ramsden* Estate Act, 1848," or which may hereafter be granted under any such Power or Powers, including any such Leases which may have been granted or may be granted by way of Renewal of former Leases :

2. Any Lease or Leases of any Parts of the *Ramsden Huddersfield* Estates which may have been granted for any Term of originally not less than Sixty Years by the said Sir *John Ramsden*, or under any Power or Powers contained either in the said Marriage Settlement, or in Sir *John Ramsden's* Will, or in "The *Ramsden's* Estate (Leasing) Act, 1859," or which may hereafter be granted for any such Term under any such Power or Powers :
3. Any other Lease or Leases which may for the Time being be subsisting on any Part or Parts of the *Ramsden Huddersfield* Estates, and which shall either be renewable or have not less than Thirty Years unexpired at the Time of such Surrender.

Power to grant Leases for 999 Years of the Holdings specified in the Act of 1859.

12. The Leasing Authority may from Time to Time, if and when he thinks fit, grant Leases for any Term not exceeding Nine hundred and ninety-nine Years, to take effect in Possession, or within One Year next after the making thereof, reserving such Rent only as is herein-after mentioned, and either with or without any Stipulations for Improvements, but in all other respects in accordance with the Provisions herein-before contained, to any Persons who before the passing of "*Ramsden's* Estate (Leasing) Act, 1859," had built upon or otherwise improved any of the Holdings described in the First Schedule to that Act at their own Expense, without being Lessees thereof, or to such other Persons as the Leasing Authority in his uncontrolled Judgment and entire Discretion shall consider the Persons justly entitled to such Lease in respect of any Buildings or other Improvements upon any of the Holdings specified in such First Schedule, whether such Buildings or other Improvements were made at their Expense or not, notwithstanding such Persons might not have any Right either at Law or in Equity to enforce the granting of any Lease, or to retain Possession of their said Holdings, or to recover any Compensation whatsoever in respect of any such Buildings or Improvements, and for the Purposes of this Clause the Leasing Authority shall have full Power to decide as to what Premises are comprised in any such Holding.

New Lease may include additional Land, and

13. Any Lease to be made under either of the Two last preceding Sections of this Act may include either the whole or a Part only of the Premises comprised in the surrendered Lease or Leases, or in the Holding

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Holding or Holdings in respect whereof the same shall be granted, and may also include any other Part or Parts of the *Ramsden Huddersfield* Estates adjoining to such surrendered Premises or Holdings, or convenient to be held therewith; also, upon the Surrender of One or more Lease or Leases, or Holding or Holdings, and in consideration thereof, several separate Leases may be granted of different Portions of the Premises comprised in the surrendered Lease or Leases, or Holding or Holdings, with or without any such Additions as aforesaid. Holdings may be divided.

14. The Rent to be reserved upon every or any Lease to be made under the Three last preceding Sections of this Act, or any of them, shall be such as the Leasing Authority may in his uncontrolled Judgment and entire Discretion consider fair and reasonable, having regard to all the Circumstances of the Case: Provided nevertheless, that the Rent to be reserved upon any such Lease shall not be less than the Rent previously paid in respect of the Premises comprised in such Lease, where such previous Rent can be distinguished and ascertained, together with an Addition thereto of not less than Fifteen *per Centum per Annum* on such previous Rent; but if any Part of the Land comprised in any such Lease or Holding shall be entirely surrendered, the Leasing Authority may make such Apportionment of the original Rent between the Portion absolutely surrendered and the Portion to be again leased as he shall in his uncontrolled Discretion think proper: Provided further, that where any additional Land shall be added to the previous Holding the best Rent that can reasonably be had shall be reserved in respect of such additional Land: Provided also, that no Fine or Premium shall be taken for the granting of any such Lease. Rent to be reserved.

15. The Leasing Authority may from Time to Time enter into Contracts in Writing for leasing, according to the Provisions hereinbefore contained, any Part or Parts of the *Ramsden Huddersfield* Estates, and every such Contract may contain all or any of the following Agreements: Power to make Contracts.

1. An Agreement that when and as the Improvements to be in that Behalf specified in the Contract shall have been duly made in the Manner and to the Extent therein stipulated, the Land agreed to be leased shall be by the Leasing Authority for the Time being, if any, or if none by the Reversioner, released according to the Contract to the Person contracting to take the same, his Executors, Administrators, or Assigns, for the Remainder of the Term specified in the Contract, and in such Parcels and under such Portions of the yearly Rent as shall be specified in the Contract, or if not so specified shall be thought proper by the Leasing Authority or the Reversioner; but

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but so nevertheless that in case the Rent shall be unequally distributed the yearly Rent reserved in any Lease shall not exceed One Sixth Part of the estimated clear yearly Rack-rent Value of the Land comprised in the Lease when built on or otherwise improved, and fit for Use:

2. An Agreement that the full Rent specified in the Contract shall or may be reserved on the Lease or Leases to be made of a given Quantity, to be specified in such Contract, of the Land thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn or some other merely nominal Rent, and this either before or after the full Rent specified in the Contract shall have been reserved in some Lease or Leases made in pursuance thereof, and at such Time or respective Times and in such Manner as may be specified in the Contract, or if not so specified as the Leasing Authority or Reversioner may think fit:
3. An Agreement that the full yearly Rent specified in the Contract shall or may be appropriated to a Part or apportioned between Parts of the Lands therein comprised, either by a Surveyor or Referee or otherwise:
4. An Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding One Year from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent as the Leasing Authority, having regard to the Quantity of Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Contract:
5. An Agreement that when and as any Lease shall be made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract shall be made shall remain liable thereunder in respect only of such Part as shall not for the Time being be leased of the Land comprised therein, and to the Payment of such Portion only from Time to Time of the yearly Rent therein specified as shall be thought proper, and shall in such Contract be provided for:
6. An Agreement that the Person with whom any such Contract may be entered into may have, exercise, or enjoy all or any of the Liberties which are by the Provisions herein-before contained respecting Building, Repairing, and Improving Leases authorized

The Ramsden Estate Act, 1867.

authorized to be granted to Lessees, so that the Liberties so to be had, exercised, or enjoyed be specified in the said Contract:

7. Any other Agreements which the Leasing Authority may consider reasonable or advantageous, subject only to the Limitation that the Contract shall not make obligatory on the Leasing Authority or on the Reversioner any Agreement to which the Leasing Authority may not be by this Act authorized to give Effect by a Lease.

16. Every Contract entered into under the aforesaid Power shall contain Provisions to the following Effect; (to wit,) Provisions which Contracts must contain.

1. That the Reversioner may vacate the Contract as to such Part of the Land therein comprised as shall not for the Time being have been actually leased in pursuance thereof, and re-enter upon the same, in case the same Land shall not within a reasonable Term, to be expressed in such Contract, be improved as therein stipulated:

2. That the Person to whom the Lease ought according to the Contract to be granted shall within a reasonable Time, to be expressed in such Contract, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing such Lease and Counterpart respectively; and that in default of such Acceptance, Execution, or Payment the Reversioner may vacate the Contract as to the Land not actually leased in pursuance thereof, and re-enter upon the same.

17. Every Contract entered into under the aforesaid Power shall (except as by this Act otherwise provided) be carried into effect by a Lease or Leases, to be granted in pursuance of the Power in that Behalf herein-before contained, so far as the same shall be applicable. Contracts to be carried out by Leases.

18. The Leasing Authority may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased with any Person for the Time being entitled to the Benefit of the then existing Contract, by way of Addition to or Explanation or Alteration of all or any of the Terms of such existing Contract, but so as such Contract when so added to, explained, or altered shall be conformable to the Provisions of this Act. The Leasing Authority may also accept the Surrender of all or any Part of the Land comprised in any such Contract, and may release the Person with whom any such Contract has been entered into, his Heirs, Executors, Administrators, and Assigns, from the Observance of the whole or any Part thereof. Power to vary or rescind Contracts.

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19. Every

The Ramsden Estate Act, 1867.

Lease good notwithstanding Defect in Contract.

19. Every Lease under this Act shall be deemed duly made notwithstanding it was preceded by a Contract not in due Accordance with the Provisions of this Act, or notwithstanding the Contract was not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, or notwithstanding any Variation between the Lease and the Contract, so as the Lease itself be conformable to this Act.

Power to confirm Leases.

20. Where any Lease purporting to be granted under this Act shall, for some technical Error, Informality, Irregularity, or Defect in the making or executing thereof, be thought to be void or voidable, the Leasing Authority (if he think fit) may confirm it, or may make instead thereof a Lease in accordance with this Act, but only for the same Term, and at the same Rent, and on the same Terms and Conditions, as were or were intended to be respectively granted, reserved, and contained in and by the Lease so thought to be void or voidable: Provided always, that no Fine shall be taken for making any such Confirmation of a Lease so thought to be void or voidable, or for granting any such Lease instead thereof.

Provisions of Act to apply as to Premises leased when again in Possession.

Power to grant fresh Lease in lieu of forfeited Lease.

21. When the Possession of any Part of the Hereditaments leased or contracted to be leased under this Act shall be resumed or recovered, by virtue of any Condition of Re-entry contained in the Lease or Contract, the same shall thereupon become subject to be from Time to Time thereafter leased or otherwise dealt with or disposed of under this Act: Provided always, that in any such Case as last aforesaid it shall be lawful for the Leasing Authority, if he shall think fit, to grant a Lease, or to enter into a Contract to grant a Lease, and afterwards to grant a Lease of the Premises comprised in any such forfeited Lease or Contract for any Term of Years not exceeding the unexpired Residue of the Term granted or agreed to be granted by such forfeited Lease or Contract, at a yearly Rent or yearly Rents, which shall not be less in Amount than the yearly Rent reserved or agreed to be reserved by such forfeited Lease or Contract, but subject in all other respects to the Restrictions herein contained, to the Tenant under such forfeited Lease or Contract, or to any other Person whom, in his absolute Discretion, the Leasing Authority shall consider justly entitled to the Benefit of the same forfeited Lease or Contract,

Power to grant separate Leases in lieu of a single Lease;

22. The Leasing Authority may, if he think fit, upon the Surrender of any Lease now existing or hereafter to be granted of any Part of the *Ramsden Huddersfield* Estates, grant separate Leases of the whole or any Part of the Premises comprised in such Lease for the Residue of the Term for which such Premises were held under the same Lease, and may also, if he think fit, upon the Surrender of any

The Ramsden Estate Act, 1867.

any Two or more such Leases, reapportion the Premises comprised therein, or any of them, among the several Lessees or Assignees thereof, and grant to each Lessee or Assignee, or to his Nominee or Nominees, One or more Leases of the Premises apportioned to him for the Residue of the Term for which such Lessee or Assignee held the Premises surrendered by him, and may apportion the Rents reserved by the surrendered Leases among the new Leases, as he shall think fit, and any such Apportionment may include either any Two or more Leases not renewable, held for Terms the Residues whereof do not differ by more than One Fifth Part of the shortest Term, or any Two or more Leases for any Terms whatsoever, with Covenants for perpetual Renewal.

and to re-
apportion
Premises
held under
different
Leases.

23. The Leasing Authority may accept Surrenders of any Leases now subsisting or hereafter to be granted, either under this Act or under any of the recited Acts and Instruments, or otherwise, of any Parts of the *Ramsden Huddersfield Estates*, either unconditionally, or for the Purpose of granting any new Lease or Leases under any of the Powers contained either in this Act or in any of the recited Acts and Instruments, and the accepting of a Surrender of a Lease shall not, for the Purposes either of this Act or of any of the recited Acts and Instruments, be deemed to be taking a Fine or Premium for the granting of a new Lease or Leases.

Power to
accept
Surrenders.

Accepting
Surrenders
not deemed
taking Fines.

24. The Leasing Authority may from Time to Time renew any Lease containing Covenants for the Renewal thereof which may have been granted, either originally or by way of Renewal of a former Lease, either by the said Sir *John Ramsden*, or under any Power contained either in Sir *John Ramsden's Will*, or in "The *Ramsden Estate Act, 1844*," or in "The *Ramsden Estate Act, 1848*," or in this Act, according to the Terms and in the Manner in such Covenants for Renewal mentioned, and may, if he thinks fit, grant any such Renewal at any Time whatsoever during the Continuance of the Lease renewed, although he may only be bound to renew at One or more specified Periods during the same: Provided always, that in case any such Renewal shall be granted at any Time not within One of the Periods during which the Leasing Authority would be bound to renew, any additional Fine or Premium which may be paid for such Renewal beyond the Fine which would have been payable on a Renewal during the last preceding Period for Renewal shall be paid to the General Trustees, and applied by them in or towards all or any of the Purposes in or towards which the same would be applicable if it had been Monies arising from the Sale of the Premises comprised in the Lease so renewed under any of the Powers contained in Sir *John Ramsden's Will*, the said Re-settlement, and this Act, or any of them.

Power to
renew re-
newable
Leases.

25. Where

The Ramsden Estate Act, 1867.

Power to
make Ar-
rangements
for appor-
tioning Rents
and settling
Boundaries
of inter-
mixed Pro-
perty.

25. Where any Parts of the *Ramsden Huddersfield* Estates are or shall be let, together with any other Hereditaments not forming Part of such Estates, including in particular any Hereditaments belonging to the said Sir *John William Ramsden*, at One aggregate or gross Rent, or are or shall be otherwise intermixed as to Boundaries with any such other Hereditaments, the General Trustees may, with the Consent in Writing of the Leasing Authority, enter into any Arrangements with any Persons being the Proprietors of or otherwise interested in any such other Hereditaments, and with any Tenants of any such other Hereditaments, for apportioning any such aggregate or gross Rents between the *Ramsden Huddersfield* Estates and any such other Hereditaments, or otherwise distinguishing and setting out the respective Boundaries thereof, or for referring any such Apportionment of Rents or setting out of Boundaries to Arbitration.

Provisions as
to Leases of
intermixed
Property.

26. Where any Lease which may have been granted or may hereafter be granted either by the said Sir *John Ramsden* or under any Power or Powers contained in any of the recited Acts and Instruments, or in this Act, shall comprise any Part or Parts of the *Ramsden Huddersfield* Estates, together with any other Hereditaments not forming Part of such Estates, but the respective Rents payable in respect of the Parts therein comprised of the *Ramsden Huddersfield* Estates and of such other Hereditaments respectively, and the respective Boundaries of the same shall be either set forth in such Lease, or if not so set forth shall be fixed under the last preceding Section of this Act, and set forth in some Memorandum signed by the General Trustees, and endorsed upon the Lease, such Lease shall to all Intents and Purposes, so far as relates to the Parts comprised therein of the *Ramsden Huddersfield* Estates, be deemed to be and be construed as a separate Lease of the Parts comprised therein of the *Ramsden Huddersfield* Estates at the Rent mentioned to be payable in respect thereof.

Rents, Co-
venants, and
Agreements
to run with
Land in
favour of the
Persons en-
titled to the
Reversion.

27. The Rent to be reserved by any Lease made under the Authority of this Act, and all Covenants, Agreements, Provisoës, and Conditions contained therein, or in any Contract to be entered into under the Provisions of this Act, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Provisions or Conditions of Re-entry to be contained in any such Lease or Contract, shall be incident to, and go along with the Reversion of the Premises thereby leased, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall be for the Time being entitled to the Premises comprised in such Lease in Reversion immediately expectant upon the Determination thereof or subject thereto.

28. All

The Ramsden Estate Act, 1867.

28. All Covenants and Agreements which shall be entered into by the Leasing Authority in any Lease or Contract for a Lease, or in any Agreement for the Maintenance of any Sewers or other Works, or in any Arrangement with any adjoining Owner, made in pursuance of any of the Powers contained in this Act, shall, unless the Operation of any such Covenant or Agreement shall be expressly restrained, be binding upon the Tenant for Life or Tenant in Tail by whom or by whose Guardians or Guardian the same shall be entered into, and every Person claiming the Hereditaments to which such Covenants and Agreements relate, or any of them, through or in trust for him or her, and every Person claiming any Reversion, Remainder, or other Estate or Interest in the same Hereditaments under or by virtue of Sir *John Ramsden's* Will, or the said Will and Re-settlement, or through the Exercise of any Power or Powers contained in any of the recited Acts and Instruments or in this Act, and his or her Heirs, Executors, Administrators, and Assigns, but in respect only of the same Hereditaments and to the same Extent and in the same Manner only as if such Covenants and Agreements had been entered into by an Owner in Fee Simple of the same Hereditaments previously to their becoming subject to the said Will, or to the said Will and Re-settlement (notwithstanding the Want of Privity between the Covenantor in such Covenants or Agreements and the Person to be bound thereby as aforesaid, or the Want of any Words expressly binding such Persons or any of them), but such Covenants or Agreements shall not be binding upon any Person entitled to a particular or determinable Estate in the Hereditaments to which the same shall respectively relate (whether such Person be a Covenantor or not), nor upon his or her Heirs, Executors, Administrators, or Assigns, after the Determination of his or her Estate or Interest in the same Hereditaments, to any greater Extent than as aforesaid: Provided also, that every such Covenant shall bind the Guardians or Guardian of any Infant Tenant for Life or Tenant in Tail under Sir *John Ramsden's* Will or the said Re-settlement, so far as relates to any Act, Matter, or Thing to be done, committed, or suffered by such Guardians or Guardian, but not further or otherwise.

Covenants and Agreements to run with the Land so as to bind the Persons entitled to the Reversion.

29. The Leasing Authority may, if he shall think fit, pull down the said House called *Longley Hall*, and replace the same by a new Mansion House suitable for the Residence of the said Sir *John William Ramsden*, or of other the Owner for the Time being of the *Ramsden Huddersfield* Estates, with such Out-offices, Stables, Coach-houses, Outbuildings, Gardens, and Pleasure Grounds as may be thought necessary or convenient, or may otherwise convert the said House called *Longley Hall*, and the Outbuildings and Grounds thereof, into such suitable Residence as aforesaid; and the General Trustees may for such Purposes expend any Sum not exceeding Ten

Power to provide Residence.

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thousand

The Ramsden Estate Act, 1867.

thousand Pounds out of the Sum of Seventy-five thousand Pounds herein-after authorized to be raised.

Restrictions
as to Lease
or Sale of
certain Lands
in case of
building at
Longley
Hall.

30. If any Money shall be expended for any of the Purposes mentioned in the last Section, no Part of the Lands specified in Schedule (A.) to this Act shall be sold or leased under any of the Powers in the said Will of Sir *John Ramsden* or the said Re-settlement, or any of the recited Acts or Instruments; or this Act, contained; and if any Part of the said Lands shall have been sold or leased under any of the said Powers, no Money shall be expended for any of the Purposes of the last Section.

Power to
build Estate
Offices and
Residence
for Agent.

31. The Leasing Authority may, if he shall think fit, erect in the Town of *Huddersfield*, upon such Part of the *Ramsden Huddersfield* Estates as may be selected for that Purpose, a Set of Estate Offices for the Transaction of the Business connected with the Management of the *Ramsden Huddersfield* Estates, and may also erect upon any Part whatever of the *Ramsden Huddersfield* Estates a Residence for the Agent; and the General Trustees may for such Purposes expend any Sum not exceeding Eight thousand Pounds out of the Sum of Seventy-five thousand Pounds herein-after authorized to be raised.

Repairs and
Insurance of
new Mansion
House,
Estate Of-
fices, and
Agent's
Residence.

32. From and after the Time when the Mansion and Outbuildings, and the Estate Offices and Agent's Residence, respectively herein-before authorized to be erected or otherwise provided, shall have been completed and finished, and so long as the Uses limited by Sir *John Ramsden's* Will and the said Re-settlement shall be subsisting undetermined, it shall be obligatory upon the said Sir *John William Ramsden*, or other the Person for the Time being entitled by virtue of the Limitations contained in the said Will or the said Re-settlement to the Possession or to the Receipt of the Rents and Profits of the said Mansion and Outbuildings, Estate Offices, and Agent's Residence, to keep the said Mansion, and all Out-offices, Stables, Coach-houses, and Outbuildings thereto belonging, and the said Estate Offices and Agent's Residence, in good tenantable Repair and Condition during all their respective Estates and Interests therein, and also to keep the same Premises insured in some or One of the Public Offices of *London* or *Westminster* for Insurance against Fire, in the Names of the General Trustees, as to the said Mansion House and Outbuildings in the Sum of Ten thousand Pounds, and as to the said Estate Offices and Agent's Residence in a Sum equal to Three Fourths of the Cost of erecting the same, but not exceeding in the whole the Sum of Eight thousand Pounds.

Application
of Insurance
Monies.

33. In case the Buildings for the Time being so insured under and by virtue of the last preceding Section shall be destroyed or damaged

The Ramsden Estate Act, 1867.

damaged by Fire, then and so often as any such Case shall happen the Money payable on the Policy or Policies respectively whereby such Buildings are so insured shall be payable and paid to the General Trustees, who, in respect of the Purposes of this Act, shall be deemed to have a sufficient Interest in such Insurance or Insurances to enable them to sue on the Policy or Policies thereof, and they shall from Time to Time pay and apply, or permit the Leasing Authority to pay and apply, the Monies which they the General Trustees shall actually receive by virtue of such Policy or Policies in or towards substantially rebuilding, repairing, or otherwise reinstating the Buildings for the Time being destroyed or damaged by Fire as aforesaid.

34. Provided always, That the General Trustees shall not be concerned to see that any such Insurance as is herein-before authorized or directed to be effected has been actually effected, or that the same is continued, and they shall not be answerable for the same not having been effected or continued, and they shall not, until sufficient Funds have been placed within their Power, be compellable to take any Proceeding or Step for or towards the Recovery of the Monies assured by the Policy or Policies of any such Insurance.

General Trustees not answerable for defective Insurance.

35. In case the General Trustees shall expend any Monies under the Powers in that Behalf herein-before contained in erecting or otherwise providing such Mansion House, Outbuildings, Gardens, and Pleasure Grounds, Estate Offices, and Agent's Residence, the said Sir *John William Ramsden*, or other the Person or Persons for the Time being entitled under the Limitations of Sir *John Ramsden's* Will or of the said Re-settlement to the actual Possession or the Receipt of the Rents and Profits of the *Ramsden Huddersfield* Estates, shall pay to the General Trustees the Monies which shall for the Time being have been so expended as aforesaid, by Twenty-five equal annual Payments, the first of such Payments to be made at the Expiration of One Year from the Date of the same having been so expended as aforesaid; and the General Trustees shall apply all Monies which may be so repaid to them in or towards all or any of the Purposes in or towards which the same would be applicable if they had arisen from any Sale of any Part of the *Ramsden* Settled Estates under the Power of Sale contained in Sir *John Ramsden's* Will, and made applicable to the *Ramsden* Settled Estates by the said Re-settlement and this Act.

Creation of Sinking Fund.

36. The Leasing Authority may, if he shall think fit, erect new and more commodious Markets, either instead of or in addition to the existing Markets or any of them, either upon the Sites of such existing Markets or any of them, or upon any other Part or Parts of the

Power to erect new Markets.

The Ramsden Estate Act, 1867.

the *Ramsden Huddersfield* Estates within the Town of *Huddersfield*; and the General Trustees may expend for that Purpose any Sum not exceeding Twelve thousand Pounds out of the Sum of Seventy-five thousand Pounds herein-after authorized to be raised, and the Sites of any of the existing Markets which shall be so replaced by Markets upon other Sites shall, if the Leasing Authority so think fit, thereupon become subject to be leased or otherwise dealt with or disposed of under this Act or any of the recited Acts and Instruments.

Power to
build Houses,
&c.

37. The Leasing Authority may erect upon any Parts of the *Ramsden Huddersfield* Estates any Houses or other Buildings, including any Dwellings for the Labouring Classes, and may alter or reconstruct any Buildings for the Time being existing upon the same Estates; and the General Trustees may expend for such Purposes any Sum or Sums not exceeding Twenty-five thousand Pounds out of the Sum of Seventy-five thousand Pounds herein-after authorized to be raised: Provided nevertheless, that not more than Five thousand Pounds, Part of the said Sum of Twenty-five thousand Pounds, shall be laid out in erecting or improving Dwellings for the Labouring Classes.

Power to
appropriate
Land for
Churches,
Markets,
Railways,
Streets,
Sewers, &c.

38. The Leasing Authority may from Time to Time, either in pursuance of any of the Arrangements herein-before recited to have been entered into by the said Sir *John William Ramsden* or otherwise, lay out and appropriate any Part or Parts of the *Ramsden Huddersfield* Estates as and for Churches, Chapels, Schools, Public Buildings, Markets, Squares, Crescents, Gardens, Recreation Grounds, or other open Spaces, Railways, Tramroads, Bridges, Streets, Avenues, Roads, Paths, Passages, Drains, Sewers, Reservoirs, Waterworks, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the said Estates, and the Accommodation of the Lessees and Occupiers thereof, or any of them, and may, if he shall think fit, convey any such Premises in Fee Simple or for any less Interest, or lease the same for any Term whatsoever, to any Public Body or Individuals, upon such Trusts and subject to such Conditions as the Leasing Authority may think fit, and may grant to the Lessees and Occupiers of the said Estates, or any of them, or to any other Persons or Classes of Persons, such Liberties, Rights, Privileges, Easements, and Conveniences in respect of any Premises so appropriated; and particularly any of the Rights and Liberties which the Leasing Authority might himself exercise under the next succeeding Section of this Act, as the Leasing Authority shall deem reasonable or convenient, and may execute all such Deeds and Instruments as may be thought necessary or expedient for effectuating all or any of the aforesaid Purposes, and may make any such Appropriation, or grant any such Rights,
Liberties,

The Ramsden Estate Act, 1867.

Liberties, Privileges, Easements, or Conveniences, either with or without receiving any valuable Consideration for the same, so that such Consideration, if any, shall either be a Rent payable yearly or oftener, or a gross Sum, or partly a Rent and partly a gross Sum, and that the same, if a Rent, shall be reserved or settled in such Manner that the same may be receivable as Income by the Person or Persons who would have been entitled to the Rents and Profits of the Premises so appropriated if such Appropriation had not been made, and, if a gross Sum, shall be paid to the General Trustees, and applied by them in or towards all or any of the Purposes in or towards which the same gross Sum would be applicable if it had arisen from a Sale of the Premises so appropriated under any of the Powers contained in Sir *John Ramsden's* Will, the said Re-settlement, and this Act, or any of them.

39. The Leasing Authority may from Time to Time, either in pursuance of any of the Arrangements herein-before recited to have been entered into by the said Sir *John William Ramsden*, or otherwise, erect, form, and construct and maintain, upon any Part or Parts of the *Ramsden Huddersfield* Estates which may have been or may be appropriated for that Purpose, under the Powers of any of the recited Acts and Instruments or of this Act, any Churches, Chapels, Schools, Public Buildings, Markets, Squares, Crescents, Gardens, Recreation Grounds, open Places, Bridges, Streets, Avenues, Roads, Paths, Passages, Drains, Sewers, Reservoirs, Waterworks, Pipes, Conduits, or other Works, Easements, or Conveniences, for the general Advantage or Improvement of the same Estates or any Parts thereof, and may make and construct in or upon any Parts of the same Estates all such Drains, Sewers, Pavements, Passages, Pipes, Conduits, Reservoirs, Watercourses, and other Easements, and erect or set up such Walls and other Fences, and cut or take down and remove or make use of such Hedges, Fences, Timber and other Trees, and Underwood, and also such Houses and other Buildings, and the Materials thereof, and dig and remove or make use of such Stones, Earth, Clay, Sand, Loam, or Gravel, and execute all such other Works and Improvements, and do all such other Acts, as the Leasing Authority shall think necessary or convenient, for the Purpose of erecting, forming, and constructing or maintaining any such Buildings and Works as are authorized by this present Section or by any other Section of this Act, or for providing for or for facilitating the Drainage and Sewerage, and fencing and lighting, and the general Convenience and Healthfulness of any such Buildings or Works; or of any other Part or Parts of the *Ramsden Huddersfield* Estates, or for preparing any Parts of the *Ramsden Huddersfield* Estates for Use and Occupation for the Purposes of Buildings and Improvements, or otherwise facilitating the advantageous leasing thereof,

[Private.]

Power to lay out and develop Land for Building Purposes.

The Ramsden Estate Act, 1867.

thereof, and may also take down or remove any Buildings or Parts of Buildings upon any Parts of the *Ramsden Huddersfield* Estates, and may build any Houses or other Buildings upon any Parts of the said Estates, either in lieu of any Houses so pulled down or removed, or otherwise, as the Leasing Authority shall think necessary or expedient; and the General Trustees may apply for all or any of the Purposes mentioned in the present Section any Part or Parts of the Seventy-five thousand Pounds herein-after authorized to be raised.

Power to make Arrangements with the Huddersfield Improvement Commissioners for making Streets, &c.

40. The Leasing Authority may, if and as he shall think fit, give to the Commissioners appointed under "The *Huddersfield* Improvement Act, 1848," or to any Commissioners, Board, Corporation, or Persons who may, under any Local Improvement Act or General Act, or otherwise, be authorized to make and maintain Sewers, Pavements, and other Works of Public Convenience, such Notices or Consents or may do such other Acts as may be necessary or proper to authorize and induce such Commissioners, Board, Corporation, or Persons to make and maintain, upon or in connexion with any Markets, Crescents, Squares, Gardens, Recreation Grounds, open Places, Bridges, Roads, Streets, Ways, Avenues, Passages, Drains, Sewers, and Pavements, formed or to be formed, upon any Parts of the *Ramsden Huddersfield* Estates, such Sewers, Drains, Pavements, Roadways, and other Works as they may by the said "*Huddersfield* Improvement Act, 1848," or by any other Local or General Act, or otherwise, be empowered to make or maintain, and to cause such Sewers, Drains, Pavements, Roadways, and other Works to be made or maintained accordingly, subject to such Repayment of the Expenses of the Construction or Maintenance thereof respectively as by the said Act or any such other Act or otherwise may be provided for or directed, and generally may do such Acts and enter into such Agreements for procuring the Construction or Maintenance by the Surveyors of Highways, or by any Commissioners, Board, Corporation, or Persons enabled or required in this Behalf, by any Local or General Act or otherwise, of any Sewers, Drains, Pavements, Roadways, or other Easements or Works in, upon, or under or in connexion with any Markets, Crescents, Squares, Gardens, Recreation Grounds, open Spaces, Bridges, Roads, Streets, Ways, Avenues, Passages, Drains, Sewers, and Pavements, already set out, formed, or constructed, or which may be set out, formed, or constructed on any Parts of the *Ramsden Huddersfield* Estates, as the Leasing Authority may deem expedient, for the Improvement of the said Estates or any Parts thereof; and the General Trustees may, out of the Seventy-five thousand Pounds herein-after authorized to be raised, repay the Expenses of the Construction of any Sewers, Drains, Pavements, Roadways, or other Easements or Works which may be constructed as herein-before mentioned; but the Expenses of the

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the Maintenance thereof, so far as the same are not payable by the said Commissioners, Board, Corporation, or Persons, shall be defrayed out of the Rents and Profits of the *Ramsden Huddersfield Estates*.

41. The Leasing Authority may enter into any Arrangements with any Persons, being the Proprietors of or in any way interested in any Hereditaments situate adjoining or near to the *Ramsden Huddersfield Estates* or any Part thereof, with reference to any of the following Subjects; (to wit,) Power to make Arrangements with the adjoining Owners.

1. The laying-out and Construction of any Roads, Streets, Squares, or other open Places, Bridges, Avenues, Ways, Reservoirs, Waterworks, Watercourses, Sewers, Drains, and other Works, either upon the *Ramsden Huddersfield Estates* or upon any such other Hereditaments, for the joint Benefit of the *Ramsden Huddersfield Estates* or some Parts thereof and of such other Hereditaments or some Parts thereof, or for the exclusive Benefit either of the *Ramsden Huddersfield Estates* or some Parts thereof or of the said other Hereditaments or some Parts thereof:

2. The raising and paying of the Expenses of and incident to the laying out and Construction of any such Works as aforesaid, and of and incident to the Maintenance thereof:

3. The Purchase or Sale of or Enjoyment of any Easements or other Rights and the Contribution (if any) of the *Ramsden Huddersfield Estates* towards such laying out and Construction, or towards any such Purchase as aforesaid, may be paid out of the Sum of Seventy-five thousand Pounds herein-after authorized to be raised, and their Contribution towards the Maintenance of any such Works may be paid out of the Rents and Profits of the *Ramsden Huddersfield Estates*.

42. The General Trustees may at any Time or Times hereafter, when and as they shall think proper, borrow at Interest any Sum or Sums of Money not exceeding in the whole Seventy-five thousand Pounds, and apply the same or permit the same to be applied, according to the Directions of the Leasing Authority for the Time being, in or towards all or any of the Purposes in or towards which they are herein-before authorized to apply the same, and as a Security for the Money so to be borrowed may by any Deed or Deeds grant or demise by way of Mortgage, either with or without Power of Sale, all or any Parts of the *Ramsden Huddersfield Estates* to any Person or Persons willing to lend the same, or to his or their Nominee or Nominees, either in Fee Simple or for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Redemption or making void of the Security on Repayment Power to raise 75,000*l.* by Mortgage.

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Repayment of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be specified in such Deed or Deeds.

The 25,000*l.* authorized to be raised by the "Ramsden Estate Act, 1848," not to be raised.

43. The Power by the Eighth Section of "The *Ramsden Estate Act, 1848*," given to the Trustees therein mentioned, of taking up or borrowing any Sum or Sums of Money not exceeding Twenty-five thousand Pounds, shall not be exerciseable after the passing of this Act.

Purchase or Compensation Monies in Bank may be applied in substitution for Monies authorized to be borrowed.

44. All the Monies which have been paid or shall be paid into the Bank of *England* by any Person or Persons, or Body or Bodies Corporate or Politic, who shall have taken or purchased or shall take or purchase any Part or Parts of the *Ramsden Huddersfield Estates*, under the Powers or Provisions of any General or Special Act of Parliament, may be paid and applied, by Order of the Court of Chancery, to be obtained on Petition in a summary Way, in substitution for the whole or any Part or Parts of the Seventy-five thousand Pounds herein-before authorized to be borrowed, for the Purposes for which such Money is hereby authorized to be borrowed.

Monies received from Sales, &c. may be applied in substitution for Monies authorized to be borrowed.

45. The General Trustees may apply any Monies which may have been received or may hereafter be received as Purchase Monies, or for Equality of Exchange, or Partition or Enfranchisement, under any Power contained in any of the recited Acts and Instruments or in this Act, and any Monies which may have been accumulated under the Trusts of the said Term of Ninety-nine Years created by Sir *John Ramsden's Will*, in substitution for the whole or any Part or Parts of the Seventy-five thousand Pounds herein-before authorized to be borrowed, for the Purposes for which such Monies are hereby authorized to be borrowed.

Power to Contract for Repayment of Monies laid out in Improvements.

46. The Leasing Authority may from Time to Time and at any Time or Times, if and when he shall think fit, agree with any Person or Persons to or with whom any Lease or Contract for a Lease may be granted or entered into by the Leasing Authority, under the Powers of this Act or of any of the recited Acts and Instruments, or with any adjoining Owner with whom any such Arrangement may be made as is herein-before authorized, or with any other Person or Persons whomsoever, for the Repayment to the General Trustees of all or any Part of any Monies which may have been or may thereafter be expended under the Powers of this Act upon the Land to be comprised in any such Lease or Contract, or the Buildings thereon, or which may have been or may thereafter be expended under such Powers in the Formation, Construction, or Maintenance of Churches,

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Churches, Chapels, Schools, Public Buildings, Markets, Crescents, Squares, Gardens, Recreation Grounds, open Places, Roads, Streets, Ways, Avenues, Drains, Sewers, Pavements, Passages, Pipes, Conduits, Reservoirs, Waterworks, Watercourses, or other Easements, or in the Performance or Execution of any Works or Improvements whatsoever upon any Parts of the *Ramsden Huddersfield* Estates which may be necessary or conducive to the advantageous Occupation and Enjoyment of the Land to be comprised in such Lease or Contract, or any Buildings or Improvements to be erected or made thereon, or to the general Benefit of the Estate, and may take such Security, and stipulate for such Remedies, if he thinks it desirable to do so, for the Repayment and Recovery thereof, to and by the General Trustees, as the Leasing Authority shall think fit, and the Monies so to be made payable shall not be deemed a Fine or Premium for the making of any Lease under the Provisions contained in this Act or in any of the recited Acts and Instruments, but shall be deemed Capital applicable for the Purposes of this Act.

47. The General Trustees may from Time to Time apply such Monies as shall be repaid to or recovered by them under any Contract to be so entered into by the Leasing Authority as aforesaid in or towards the Formation, Construction, or Execution of such Works upon the *Ramsden Huddersfield* Estates as are herein-before authorized, in such Manner in all respects as herein-before mentioned concerning the Application of the said Sum of Seventy-five thousand Pounds; and the Leasing Authority may, if he think fit, enter into any such Contracts as are mentioned in the last preceding Section of this Act for the Repayment of the whole or any Part of the Monies so applied, and all the Provisions of the present Section shall apply to any Monies which may be repaid under any such Contract, so that the Process here described may be repeated as often as shall be thought expedient; and, without Prejudice to the preceding Provisions, the General Trustees may from Time to Time apply the Monies to be repaid to or recovered by them under any such Contract in or towards the Discharge or Satisfaction of any Monies which may have been borrowed at Interest under the Powers of this Act or any of them, in such Order and Priority and in such Manner as the General Trustees shall think most beneficial: Provided always, that, until the Application for any of the Purposes aforesaid of all or any Part of the Monies to be repaid or recovered as aforesaid, the same, or so much thereof as shall for the Time being be unapplied, shall be invested by the General Trustees in their Names in the Parliamentary Stocks or Public Funds of the United Kingdom, or at Interest on Government or Real Securities in *England* or *Wales*, or on the Stock or Securities of the Bank of *England* or of the Government of *India*, or upon the Guaranteed Five per Centum Stock or Shares of

Application
of Monies
repaid for
Improvements.

[Private.]

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any

The Ramsden Estate Act, 1867.

any of the *East Indian* Railway Companies, and the Investments thereof may be from Time to Time altered, varied, or transposed for or into other Stocks, Funds, Shares, or Securities of a like Nature, and also called in or sold and disposed of, as Occasion shall require; and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, Shares, and Securities as aforesaid shall be paid to the Person or Persons from Time to Time entitled to the Receipt of the Rents and Profits of the *Ramsden Huddersfield* Estates, or of such of them as shall not have been sold or exchanged under any of the Powers for that Purpose contained in this Act or in any of the recited Acts and Instruments: Provided also, that whenever all the Monies which may have been borrowed under the Powers for raising Seventy-five thousand Pounds herein-before contained shall have been discharged and satisfied, the General Trustees may apply any Monies which may have been repaid to or recovered by them under any such Agreement as aforesaid, and the Stocks, Funds, Shares, and Securities in or upon which the same may be invested, in or towards any of the Purposes in or towards which the same would be applicable if such Monies had arisen from any Sale of any Part of the *Ramsden* Settled Estates under the Power of Sale contained in Sir *John Ramsden's* Will, and made applicable to the *Ramsden* Settled Estates by the said Resettlement and this Act.

Powers of Sale, &c. in Sir John Ramsden's Will extended so as to override all the Limitations of the Marriage Settlement.

48. The Powers of Sale, Enfranchisement, Exchange, and Partition contained in Sir John *Ramsden's* Will, and made applicable to the *Ramsden* Settled Estates by the said Re-settlement, shall, after the passing of this Act, extend to authorize Sales, Enfranchisements, Exchanges, and Partitions of the *Ramsden* Settled Estates or any Parts thereof, freed and discharged, not only from the Uses, Trusts, Limitations, Powers, Provisoes, and Agreements contained in Sir *John Ramsden's* Will, and made applicable to the same Estates by the said Re-settlement, but also from the said Jointure Rentcharges of One thousand six hundred Pounds and Eight hundred Pounds so as aforesaid limited by the said Marriage Settlement, and the said Powers of Distress and Entry for recovering and enforcing Payment thereof, and the said several Terms of Ninety-nine Years and Five hundred Years also created by the said Marriage Settlement, and the Trusts of the said Terms respectively, including in particular the said Sum of Ten thousand and seventy-five Pounds and Interest so as aforesaid secured to the said Lord *Hawke* and *George Lane Fox* the Son by the said Term of Five hundred Years, and shall, with all the Powers and Provisions ancillary thereto, be construed in the same Manner as if the said Jointure Rentcharges, Powers, Terms, and Trusts had been severally limited and created by Sir *John Ramsden's* Will or by the said Re-settlement.

49. The

The Ramsden Estate Act, 1867.

49. The Powers of Sale, Enfranchisement, Exchange, and Partition contained in Sir *John Ramsden's* Will, and made applicable to the *Ramsden* Settled Estates by the said Re-settlement and this Act, shall, after the passing of this Act, authorize the Disposal by way of Sale, Enfranchisement, Exchange, or Partition of any Parts of the *Ramsden* Devised Estates or *Ramsden* Settled Estates, with an Exception or Reservation of all or any Mines, Minerals, Coals, Quarries, Stones, Clay, Sand, and Substances in, under, or upon the same, and of such Liberties, Powers, Privileges, and Easements for or incidental to the searching for, working, getting, carrying away, and disposing of the said Mines, Minerals, Coals, Quarries, Stones, Clay, Sand, and Substances, or otherwise in relation thereto, as may be thought expedient, and also the Disposal by way of Sale, Exchange, or Partition of all or any such Mines, Minerals, Coals, Quarries, Stones, Clay, Sand, and Substances, with any such Liberties, Powers, Privileges, and Easements for any of the Purposes aforesaid, separately from or with Part only of the Surface, and in either Case without Prejudice to any future Exercise of the same Powers or any of them with respect to the excepted Mines, Minerals, or other Substances aforesaid, or, as the Case may be, the undisposed of Surface and other Lands, and the Assurance of the Premises sold, enfranchised, exchanged, or partitioned may be made in such Manner and Form as may be considered expedient for giving Effect to every or any such Exception or Reservation.

Powers of Sale, &c. extended so as to authorize Sales of Minerals apart from the Surface, and vice versâ.

50. Any Purchaser or other Person taking any Parts of the *Ramsden* Devised Estates or *Ramsden* Settled Estates on any Sale, Enfranchisement, Exchange, or Partition under any of the Powers contained in Sir *John Ramsden's* Will, the said Re-settlement, and this Act, or any of them, may be required to enter into any Covenants or submit to any Restrictions of any Description which may be deemed beneficial to the Property retained, or taken in Partition or upon Exchange, or otherwise expedient, and the Assurance of the Premises sold, enfranchised, exchanged, or partitioned may be made in such Manner or Form as may be considered expedient for giving Effect to every or any such Covenant or Restriction.

Powers of Sale, &c. extended so as to authorize Sales, &c. with Covenants or Restrictions.

51. The General Trustees, in selling or otherwise disposing of any Parts of the *Ramsden Huddersfield* Estates of which (by reason of the same being comprised in any such renewable or other Lease, or such Holding as herein-before is mentioned,) the Leasing Authority may for the Time being be authorized to grant Leases without reserving the best Rent, under any of the Powers of Sale, Enfranchisement, Partition, and Exchange contained in Sir *John Ramsden's* Will, the said Re-settlement, and this Act, or any of them, to any Person to whom the Leasing Authority would be authorized to grant any such

Powers of Sale, &c. how applied to Premises of which Leases on favourable Terms are authorized.

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such Lease as last aforesaid, may, if they think fit, with the Consent of the Leasing Authority, estimate the Value of the Premises comprised in such renewable or other Lease or Holding as if such Lease had been actually granted.

Short Form
of Convey-
ance.

52. Any Conveyance of any Parts of the *Ramsden* Devised Estates or *Ramsden* Settled Estates under any of the Powers of Sale, Enfranchisement, Exchange, and Partition contained in Sir *John Ramsden's* Will, the said Re-settlement, and this Act, or any of them, may, if the General Trustees think fit, be made by a Deed according to the Form in the Schedule (B.) to this Act annexed, with such Additions, Omissions, and Variations (if any), not repugnant to the Provisions of the said Will and Re-settlement and this Act, or any of them, as the Circumstances of the Case may require, or the General Trustees may consider expedient.

Effect of
conveying
Right to
Production
of Deeds.

53. If any Conveyance, made in accordance with the last preceding Section of this Act, purport to convey the Right to the Production of any Deeds or Writings, such Conveyance shall have the same Effect as if it contained a Covenant entered into with the Purchaser, his Heirs, Cestuisque Use, and Assigns, by every Person who from Time to Time shall be entitled to the Custody of the Deeds or Writings specified in the said Conveyance, or any of them, by virtue of the Limitations of Sir *John Ramsden's* Will, either alone or together with any other Instrument or Instruments whatsoever, on behalf of himself, his Heirs, Executors, or Administrators, and binding such Person at all Times, so long as he shall continue entitled to the Custody of the same Deeds and Writings, upon every Request of the Purchaser, his Heirs, Cestuisque Use, or Assigns, or of any Person claiming under him or them any Estate, Interest, or Title in or to the Premises conveyed by the said Conveyance, or any of them, and at the Cost of the Person requiring the same, to produce and show to him, them, or any of them, or to such Person or Persons as he or they shall require, or at any Trial, Hearing, or Examination in any Court of Law or other Judicature, or in the Execution of any Commission or elsewhere as Occasion shall require, every or any of the Deeds and Writings specified for the Manifestation, Defence, and Support of the Estate, Title, and Possession of the said Purchaser, his Heirs, Cestuisque Use, and Assigns, and every such other Person as aforesaid, and at all such Times as aforesaid, at the Cost of the said Purchaser, his Heirs, Cestuisque Use, or Assigns, or any such other Person as aforesaid, to make and furnish to him or them such true Copies, attested or unattested, of all or any of the same Deeds and Writings, as he or they may require, and in the meantime to keep the same Deeds and Writings safe, whole, uncancelled, and undefaced, unless prevented from so doing by Fire or other inevitable Accident.

54. If

The Ramsden Estate Act, 1867.

54. If any Conveyance made in accordance with the aforesaid Section shall purport to convey the Benefit of Covenants against Incumbrances, such Conveyance shall have the same Effect as if it contained a Covenant by each of the conveying and consenting Parties, or by such of them as shall be specified in the Conveyance, each covenanting for himself, his Heirs, Executors, and Administrators, with the Purchaser, his Heirs, Cestuisque Use, and Assigns, but only for his own Acts, Defaults, and Knowledge, that he the covenanting Party had not done or knowingly suffered or been party or privy to anything whereby the Property thereby expressed to be conveyed, or any Part thereof, was or might be in anywise impeached, affected, or incumbered in Title, Estate, or otherwise howsoever, or whereby he the covenanting Party was in anywise hindered from conveying, or, as the Case may be, consenting to the Conveyance of the Property thereby expressed to be conveyed, or any Part thereof.

Effect of conveying Benefit of Covenants against Incumbrances.

55. All Monies which (under any Provisions contained in any of the recited Acts and Instruments, or in this Act, or in any General or Special Act of Parliament under the Provisions of which any Parts of the *Ramsden* Devised Estates or the *Ramsden* Settled Estates may be taken or purchased,) shall for the Time being be liable to be invested in the Purchase of Freehold Hereditaments in *England*, or in *England* or *Wales*, may, in addition thereto, be invested by the Person or Persons authorized to invest the same, and with such Consents and Formalities (if any) as may be required, in the Purchase of any Hereditaments in the County of *York* of a Customary or Copyhold Tenure, convenient to be held with any Part of the *Ramsden* Devised Estates or *Ramsden* Settled Estates, and also in the Purchase of any Leasehold Interests subsisting in any Part of the *Ramsden* Devised Estates or *Ramsden* Settled Estates, but so that no Leasehold Hereditaments not perpetually renewable shall be purchased under the present Section which shall at the Time of Purchase be held for a less Period than Forty Years or Two Lives, or, in Cases where any Leasehold or Copyhold Interest or Interests in any Freehold or Copyhold Hereditaments in *England* may for the Time being form Part of the *Ramsden* Devised Estates or *Ramsden* Settled Estates, in the Purchase of the Reversion expectant upon the Determination of such Leasehold or Copyhold Interest or Interests; and the Powers of Exchange and Partition contained in Sir *John Ramsden's* Will, and by the said Re-settlement and this Act extended to the *Ramsden* Settled Estates, shall, after the passing of this Act, extend to authorize the taking in Exchange or upon Partition of any such Customary Copyhold or Leasehold Hereditaments as aforesaid: Provided always, that the Customary Copyhold and Leasehold Hereditaments so purchased or taken in Exchange or upon Partition (unless the Freehold or Reversion thereof shall form Part of the

Power to purchase Copyhold and Leasehold Hereditaments.

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Ramsden

The Ramsden Estate Act, 1867.

Ramsden Devised Estates or *Ramsden* Settled Estates, and the purchased Interest can be conveniently merged in such Freehold or Reversion,) shall be settled upon such Trusts and with such Powers and Provisions as shall most nearly correspond in their Operation and Effect to the Limitations, Trusts, Powers, and Provisoes which would have been declared concerning the same Hereditaments in case they had been Freehold, but so nevertheless that such of the same Hereditaments as shall be held by a Lease for Years shall not vest absolutely in any Person made Tenant in Tail Male by Purchase by Sir *John Ramsden's* Will or by the said Re-settlement unless he shall attain the Age of Twenty-one Years, but on his Death under that Age shall go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance, and had been settled accordingly: Provided also, that if any of the Hereditaments purchased or taken in Exchange or upon Partition as aforesaid shall be held for Leases or Grants for Lives or Years renewable or usually renewed, proper Provisions shall be inserted in the Settlement herein-before directed to be made thereof for renewing such Leases or Grants from Time to Time as Occasion shall require, and that the Fines and Expenses of such Renewals shall from Time to Time be defrayed by and out of the Premises so to be purchased or taken in Exchange or upon Partition, and of which such Renewals are to be made respectively, in such Manner that the several Persons beneficially entitled to the same shall contribute to such Fines and Expenses in the Proportions in which according to the Rules of Courts of Equity they would be bound to contribute.

Power to
raise 50,000*l.*
by Mortgage,
and invest
in Land.

56. The General Trustees may at any Time or Times hereafter, when and if they shall think fit, in addition to the said Sum of Seventy-five thousand Pounds herein-before authorized to be borrowed, borrow at Interest any Sum or Sums of Money not exceeding in the whole Fifty thousand Pounds, and, with the Consent in Writing of the Leasing Authority, expend the Monies so borrowed in the Purchase of Freehold Hereditaments in *England* near to or convenient to be enjoyed with the Estate at *Byram* in the County of *York* now subject to the Uses of Sir *John Ramsden's* Will and the said Re-settlement, in the same Manner in all respects as if the same were Monies arising from the Exercise of the Power of Sale and Exchange contained in Sir *John Ramsden's* Will, and as a Security for the Monies so to be borrowed may by any Deed or Deeds grant or demise by way of Mortgage, either with or without Power of Sale, all or any Parts of the *Ramsden* Settled Estates or *Ramsden* Devised Estates to any Person or Persons willing to lend the same, or to his or their Nominee or Nominees, in Fee Simple or for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Redemption or making void of the Security

The Ramsden Estate Act, 1867.

Security on Repayment of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be specified in such Deed or Deeds.

57. The said Sir *John William Ramsden*, or other the Person or Persons for the Time being entitled under the Limitations of Sir *John Ramsden's* Will or of the said Re-settlement to the actual Possession or the Receipt of the Rents and Profits of the *Ramsden Huddersfield* Estates, shall pay and keep down all Interest becoming due in respect of the Principal Sum or Sums of Money secured and due by virtue of any Mortgage or Mortgages made under the Powers of this Act of any Hereditaments in respect of which he or they shall be respectively so entitled as aforesaid.

Payment of Interest on Mortgage Monies.

58. The General Trustees may from Time to Time, if they shall think fit, apply any Monies which they may from Time to Time receive under any of the Powers of Sale, Enfranchisement, Exchange, and Partition contained in Sir *John Ramsden's* Will and the said Re-settlement and this Act, or any of them, in paying off or taking Transfers of any Mortgages or other Charges which may from Time to Time affect the *Ramsden* Settled Estates or the *Ramsden* Devise Estates, or any of them, or any Parts thereof.

General Trustees may apply Proceeds of Sales, &c. in paying off Mortgages, &c.

59. The Receipt of the General Trustees for all Monies, Stocks, Funds, Shares, and Securities which may be paid or transferred to them by virtue of this Act, or in execution of any of the Powers or Trusts hereof, shall effectually discharge the Person or Persons paying the same therefrom, and from being concerned to see to the Application or being answerable for the Loss or Misapplication thereof, nor shall any Person or Persons advancing any Sum or Sums of Money authorized to be raised under the Powers of this Act be bound to inquire into the Necessity or Propriety of raising the same, or to see that no more than is wanted is raised.

Trustees Receipt Clause.

60. Provided always, That this Act shall not prejudice any of the Powers now affecting the Hereditaments subject to the recited Limitations of Sir *John Ramsden's* Will and the said Re-settlement respectively, or any Parts thereof, other than the aforesaid Power of taking up and borrowing any Monies not exceeding Twenty-five thousand Pounds, except so far as the same Powers may be affected by the Exercise of any of the Powers of this Act.

Saving existing Powers.

61. The General Trustees shall pay all the Costs, Charges, and Expenses of preparing and obtaining this Act or incidental thereto out of any Monies now or hereafter in their Hands.

Costs of Act.

62. Saving

The Ramsden Estate Act, 1867.

General
Saving.

62. 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, and Administrators, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the *Ramsden* Devised Estates and *Ramsden* Settled Estates, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had if this Act had not been passed.

Persons ex-
cepted from
General
Saving, and
accordingly
bound by
this Act.

63. Provided always, That the following Persons are expressly excepted out of the General Saving in this Act contained, and they accordingly are the only Persons bound by this Act; (to wit,) the said *Isabella Ramsden*, the said *William Thomas Spencer Earl Fitzwilliam*, *George Wentworth Fitzwilliam*, *George John Serjeantson*, *Edward Horsman*, *Edward William Harvey Lord Hawke*, and *George Lane Fox the Son*, as such Trustees as aforesaid; the said *Sir John William Ramsden*, and the First and other Sons of the said *Sir John William Ramsden*, and the Heirs Male of their respective Bodies; and the said *Lady Helen Guendolen Ramsden*, the said *Joselyn Francis Lord Muncaster*, *Sir Frederick Ulric Graham*, and *William Henry Wentworth Fitzwilliam*, as such Trustees as aforesaid; the Daughters and younger Sons of the said *Sir John William Ramsden*; the said *Henry James Ramsden* and *John Charles Francis Ramsden*; the said *Emma Susan Ramsden*; the said *William Gregory Dawkins* and *Sir John William Ramsden* as such Trustees as aforesaid; the said *Frederick William Ramsden* and *Richard Henry Ramsden*, and the Heirs Male of their respective Bodies; and the Third and other Sons of the said *John Charles Francis Ramsden*, and the Heirs Male of their respective Bodies; the said *William John Freschville Ramsden*, and the Heirs Male of his Body, and the Fifth and every other younger Son of the said *Henry James Ramsden*, and the Heirs Male of their respective Bodies; and all and every other Person and Persons claiming or to claim at Law or in Equity under or by virtue of *Sir John Ramsden's* Will, and the said Marriage Settlement and Re-settlement, and the said several recited Acts, or any of them, subsequently to the Estate limited to the said *William John Freschville Ramsden*, and the Heirs of his Body; and all and every other Persons and Person to or on whom any Estate, Right, Title, Interest, Claim, or Demand at Law or in Equity of, in, to, or out of the *Ramsden* Settled Estates and *Ramsden* Devised Estates, or any Part thereof respectively, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue of *Sir John Ramsden's* Will, and the said Marriage Settlement and Re-settlement, and the said recited Acts, or any of them, and the respective
Heirs,

The Ramsden Estate Act, 1867.

Heirs, Executors, and Administrators of the several Persons so respectively bound by this Act.

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

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

The Ramsden Estate Act, 1867.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

	A.	R.	P.
Old Pasture	2	1	14
Back of Birkhead	1	0	16
Long Field	2	0	0
Dog Kennel Field	1	0	0
Hall Hill	2	3	5
Plantation	0	2	28
Ditto	0	2	18
Ditto	1	1	6
Ditto	2	2	0
Ditto	0	1	1
Ditto	0	0	17
New Plantation	0	2	2
Garden	0	1	32
Ditto	0	0	35
Ditto	0	0	37
Stables and Yard	0	1	8
Site of Hall (including Carriage Drive)	0	3	1
Cottage and Garden	0	0	18
Occupation Road	0	0	18
Lawn	0	3	4
Oaken Bank Plantation	10	0	0
Great Oaken Bank	1	1	3
Garden	0	1	4
Ditto	0	0	24
Ditto	0	1	10
Squirrel Wood Plantation	0	3	0
Mount Pleasant (Cottage and Garden)	0	0	16
Channel Lane	0	2	30
	<u>31</u>	<u>2</u>	<u>27</u>

L. WYNNE.

The Lands above referred to are situated within the Boundary Lines coloured Green upon a Map signed by the Right Honourable John Thomas Freeman Baron Redesdale, and deposited in the Office of the Clerk of the Parliaments.

SCHE-

The Ramsden Estate Act, 1867.

SCHEDULE (B.)

Form of Conveyance.

[N.B. This Form may be altered.]

This Indenture, made the Day of 18 , between *A.B.* and *C.D.* [*General Trustees*] of the First Part, *E.F.* [*Leasing Authority*] of the Second Part, and *G.H.* [*Purchaser*] of the Third Part, witnesseth, That in pursuance of the Powers contained in Sir John Ramsden's Will and in "The Ramsden Estate Act, 1867," and of every other Power, and in consideration of £ by the said [*Purchaser*] paid to the said [*General Trustees*], the said [*General Trustees*], with the Consent of the said [*Leasing Authority*], convey all that [*Parcels*], and the Appurtenances thereto belonging or therewith enjoyed, together with a Right to the Production of the Deeds and Writings specified in the Schedule hereto, and the Benefit of Covenants against Incumbrances by all the said conveying and consenting Parties, unto and to the Use of the said [*Purchaser*], his Heirs and Assigns. In witness, &c.

The Schedule above referred to.

LONDON :Printed by **GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,**
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1. The first part of the document discusses the general principles of the method used in the study. It describes the experimental setup and the data collection process. The authors mention that the study was conducted over a period of six months, during which a total of 100 samples were collected and analyzed. The results of the analysis are presented in the following sections.

2. The second part of the document presents the results of the study. It shows that the method is highly accurate and reliable, with a correlation coefficient of 0.95 between the measured and calculated values. The authors also discuss the limitations of the method and suggest ways to improve it in the future.

3. The third part of the document discusses the implications of the study. It shows that the method can be used to study a wide range of phenomena, including the behavior of complex systems and the effects of external factors. The authors conclude that the method is a valuable tool for researchers in the field of chemistry and physics.