



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 13.

An Act to authorize Grants in Fee and Leases for long Terms of Years for Building Purposes of the settled Estate of *John Hawkins* Esquire, deceased, situate in *Cheetham* in the Parish of *Manchester* in the County of *Lancaster*.

[31st July 1845.]

WHEREAS *John Hawkins*, late of *Bignor Park* in the County of *Sussex*, Esquire, made and duly signed and published his last Will and Testament in Writing, bearing Date the Ninth Day of *July* One thousand eight hundred and twenty-two, whereby he gave and devised all his Freehold Messuages, Lands, Tenements, and Hereditaments in the Counties of *Sussex* and *Lancaster*, with their and every of their Rights, Members, and Appurtenances, unto the Reverend *Humphrey Waldo Sibthorp* Clerk, and *Richard Ellison* the younger, Esquire, and their Heirs, to the Uses, upon the Trusts, and subject to the Provisoes and Powers therein-after limited, expressed, or declared of and concerning the same, and which are herein-after in part recited; (that is to say,) as to his Messuage or Dwelling House situate in the Parish of *Bignor* in the said County of *Sussex*, called *Bignor Park*, with the Outbuildings, Gardens, Orchards, and Appurtenances thereto belonging, and certain

Will of John Hawkins, Esq., dated 9th July 1822.

[Private.]

Closes, Pieces, or Parcels of Land thereto near adjoining and belonging, situate in the same Parish, and therein particularly described, with their Appurtenances, to the Use of his Wife *Mary Esther Hawkins* during her natural Life; and as to, for, and concerning all other his said Messuages, Farms, Lands, Tenements, and Hereditaments therein-before devised, (except the said Premises so limited in Use to his said Wife during her Life as aforesaid,) to the Use and Intent that his said Wife *Mary Esther Hawkins* should or might have and receive One annual Sum or yearly Rent-charge of One thousand two hundred Pounds of lawful Money of *Great Britain* during her natural Life, the same to be issuing out of and charged and chargeable upon the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, with their respective Appurtenances, (except as therein-before excepted,) and to be paid to her by equal half-yearly Payments on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December*, without any Deduction whatsoever, the first of such half-yearly Payments to be made on such of the said Days as should happen next after his Decease; and the said Testator gave and devised to his said Wife and her Assigns the usual Powers of Entry and Distress, and Perception and Retention of Rents, Issues, and Profits, for the Recovery of the said annual Sum or yearly Rent-charge when in arrear; and as for and concerning the said Messuages, Lands, and Hereditaments therein-before limited in Use to his said Wife for her Life as aforesaid, from and after the Determination of her Estate or Interest therein, and as touching and concerning all other his said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein-before devised, with their and every of their Rights, Members, and Appurtenances, (subject to the said annual Sum or yearly Rent-charge of One thousand two hundred Pounds therein-before limited in Use to her for her Life as aforesaid, and to the Remedies for Recovery thereof therein-before contained,) to the Use of his eldest Son *John Heywood Hawkins* and his Assigns during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of the said *John Heywood Hawkins*, upon the usual Trust for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *John Heywood Hawkins* in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *John Heywood Hawkins* severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of his (the said Testator's) Second and only other Son *Christopher Henry Thomas Hawkins* and his Assigns during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of him the said *Christopher Henry Thomas Hawkins*, upon the usual Trust for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *Christopher Henry Thomas Hawkins* in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Christopher Henry*

Henry Thomas Hawkins severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of himself the said Testator severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the First Son of the Body of his (the said Testator's) said Son *John Heywood Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *John Heywood Hawkins* severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of the First Son of the Body of his (the said Testator's) said Son *Christopher Henry Thomas Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Christopher Henry Thomas Hawkins* severally and successively according to their respective Seniorities in Tail General; with Remainders to the Use of the Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of himself the said Testator severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of his (the said Testator's) eldest Daughter *Mary Anne Hawkins* and her Assigns during her natural Life; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of the said *Mary Anne Hawkins*, upon the usual Trust for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *Mary Anne Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *Mary Anne Hawkins* severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of his (the said Testator's) Second Daughter *Catherine Susan Hawkins* and her Assigns during her natural Life; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of the said *Catherine Susan Hawkins*, upon the usual Trusts for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *Catherine Susan Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *Catherine Susan Hawkins* severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of his (the said Testator's) Third Daughter *Elizabeth Jane Hawkins* and her Assigns during her natural Life; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of her the said *Elizabeth Jane Hawkins*, upon the usual Trust for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *Elizabeth Jane Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *Elizabeth Jane Hawkins* severally and successively according to their respective

respective Seniorities in Tail General; with Remainder to the Use of his (the said Testator's) Fourth and only other Daughter *Agnes Maria Hawkins* and her Assigns during her natural Life; with Remainder to the Use of the said *Humphrey Waldo Sibthorp* and *Richard Ellison* and their Heirs during the natural Life of her the said *Agnes Maria Hawkins*, upon the usual Trust for preserving the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son of the Body of the said *Agnes Maria Hawkins* in Tail General; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *Agnes Maria Hawkins* severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of the Fifth, Sixth, and all and every other Daughter and Daughters of the Body of himself the said Testator severally and successively according to their respective Seniorities in Tail General; with Remainder to the Use of his (the said Testator's) own right Heirs. Provided nevertheless, and the said Testator did declare his Will to be, that if any Person or Persons who for the Time being should be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Hereditaments therein-before devised, or any of them, or any Part thereof, under or by virtue of the Limitations therein-before contained, should at the same Time come into or be in the actual Possession or beneficially entitled to the Rents, Issues, and Profits of the Manors and other Hereditaments in the County of *Cornwall*, then in the Possession of his (the said Testator's) Brother *Sir Christopher Hawkins* Baronet, or any of such Manors or Hereditaments, to the Extent of the annual Value of Five thousand Pounds, clear of Taxes, or upwards, then and in such Case the Use or Estate which under or by virtue of his (the said Testator's) said Will should be vested in such Person or Persons of and in the said Hereditaments thereby devised or any Part thereof should cease and determine, and then and thenceforth the said Hereditaments therein-before devised should stand settled under or by virtue of his (the said Testator's) said Will in such Manner as they would have done if such Person, being Tenant for Life, were actually dead, or if such Person or Persons, being Tenant or Tenants in Tail, were dead, without Issue inheritable to such Estate or Estates Tail; provided also, and the said Testator did further declare his Will to be, that it should be lawful for the said *John Heywood Hawkins*, *Christopher Henry Thomas Hawkins*, *Mary Anne Hawkins*, *Catherine Susan Hawkins*, *Elizabeth Jane Hawkins*, and *Agnes Maria Hawkins* respectively, as and when they respectively should under or by virtue of his (the said Testator's) said Will be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before devised, or any Part thereof, and also for the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time during the Minority of any Person or Persons who by virtue of the Limitations therein-before contained should for the Time being be entitled to the Freehold and Inheritance of the said Hereditaments and Premises, or any Part thereof, by Indenture or Indentures, to be sealed and delivered by him, her, or them respectively, to demise or lease all or any Part or Parts
of

of the said Hereditaments and Premises therein-before devised unto any Person or Persons for any Term or Number of Years not exceeding Twenty-two Years from the making thereof respectively, so as upon every such Lease there were reserved during the Continuance thereof the best and most improved yearly Rent or Rents that could be reasonably had or gotten for the same, (to be incident to the immediate Reversion of the Hereditaments and Premises so to be leased,) without taking any Fine, Premium, or Foregift for the making thereof, and so as there were contained in every such Lease a Condition of Re-entry for Nonpayment of the Rent or Rents thereby respectively to be reserved, and so as the respective Lessees did execute Counterparts of their respective Leases, and did thereby covenant for the due Payment of the Rent or Rents thereby respectively to be reserved, and were not exempted from Punishment for committing waste; provided also, and the said Testator did further declare his Will to be, that it should be lawful to and for the said *John Heywood Hawkins, Christopher Henry Thomas Hawkins, Mary Anne Hawkins, Catherine Susan Hawkins, Elizabeth Jane Hawkins, and Agnes Maria Hawkins* respectively, as and when they respectively should by virtue of his (the said Testator's) said Will be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Hereditaments and Premises in the said County of *Lancaster* therein-before devised, or any Part thereof, and also for the said *Humphrey Waldo Sibthorp and Richard Ellison*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time during the Minority of any Person or Persons who by virtue of the Limitations therein-before contained should for the Time being be entitled to the Freehold and Inheritance of the said Hereditaments and Premises, or any Part thereof, by Indenture or Indentures, to be sealed and delivered by him, her, or them respectively, to demise or lease all or any Part or Parts of the said Hereditaments and Premises in the said County of *Lancaster* therein-before devised which might be deemed proper for building upon, or was or were then built upon, or as might be deemed proper to be used or occupied as Yards, Courts, Gardens, Pleasure Grounds, or Conveniences to Buildings, not exceeding Ten Acres, to or with any One Mansion, Dwelling House, Mill, Inn, or Public House, unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years from the Time of making such Lease or Leases respectively, so as upon every such Lease there were reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents (to be incident to the Reversion of the Hereditaments and Premises thereby demised) that could (regard being had to then existing Circumstances) be reasonably had or expected for the same, without taking any Fine, Premium, or Foregift for making thereof respectively, and so as there were contained in every such Lease a Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be reserved, and so as the respective Lessees did execute Counterparts of their respective Leases, and did enter into Covenants for Payment of the Rent or Rents thereby respectively to be reserved, and were not exempted from Punishment for committing waste, save so far as it might be necessary for exercising the Liberties and Authorities relating to such Erections or Buildings or their Appurtenances; provided also, and the said

[*Private.*]

Testator

Testator did declare his Will to be, that it should be lawful for the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times after his (the Testator's) Decease, at the Request and by the Direction of the Person or Persons who for the Time being should under or by virtue of the Limitations therein-before contained be in the actual Possession or entitled to the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before devised, or any Part thereof, if such Person or Persons should be of full Age, or if not then at the Request and by the Direction of the Guardian or Guardians of such Person or Persons (signified in Writing under his or their Hand or Hands respectively) to make Sale and dispose of, or convey in exchange for or in lieu of other Messuages, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple, to be situate or arising in *England* or *Wales*, and to be free from Incumbrances, (except Quit Rents or other annual Payments in the Nature of perpetual Rent-charges, or usual Customary Rents and Services and Leases to Tenants or Occupiers,) all or any Part or Parts of the said Messuages, Lands, Tenements, Hereditaments, and Premises therein-before devised, for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, Tenements, or Hereditaments, as should seem reasonable, and that it should be lawful for the said Trustees, or the Trustees or Trustee for the Time being, to give or receive Money for Equality upon any such Exchange or Exchanges; and that for the Purpose of effecting any such Sale or Sales, Exchange or Exchanges as aforesaid, it should be lawful for the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, and the Survivor of them, and the Executors or Administrators of such Survivor, (at such Request and by such Direction, and to be signified as aforesaid,) by any Deed or Deeds or Instrument or Instruments in Writing, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all or any of the Uses, Estates, Trusts, Powers, Provisoos, and Limitations in and by his (the said Testator's) said Will expressed, limited, or declared of and concerning the said Messuages, Lands, Tenements, Hereditaments, and Premises so to be sold, disposed of, or exchanged, (but subject and without Prejudice to any Lease or Leases which should have been made in pursuance of the Powers of leasing therein-before contained, or either of them,) and by the same Deed or Deeds or Instrument or Instruments, or any other Deed or Deeds or Instrument or Instruments in Writing, to be so sealed and delivered and so attested as aforesaid, to limit, declare, and appoint any Use or Uses, Estate or Estates, Trust or Trusts of or concerning the Hereditaments and Premises the Uses or Trusts whereof should be so revoked, or any Part or Parts thereof which it should be thought necessary or expedient to limit, declare, or appoint in order to effectuate any such Sale, Disposition, or Exchange (but subject and without Prejudice as last therein-before was mentioned); and that the Receipt or Receipts of the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, or the Survivor of them, or the Executors or Administrators of such Survivor, for the Purchase Money or Money so received by way of Equality of Exchange, should be a sufficient Discharge or sufficient Discharges for the same,

Or for so much thereof as in such Receipt or Receipts should be acknowledged or expressed to be received, and that the Purchaser or Purchasers, or other Person or Persons paying the same, his, her, or their Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof; and the said Testator further willed and directed, that the said *Humphrey Sibthorp* and *Richard Ellison*, or the Survivor of them, or the Executors or Administrators of such Survivor, should with all convenient Speed after the Receipt of such Monies (at the Request and by the Direction of the Person or Persons who for the Time being would be entitled to the Rents, Issues, and Profits of the Hereditaments therein-after mentioned, if the same were purchased and settled as therein-after was directed, or if he, she, or they should be a Minor or Minors, then of his, her, or their Guardian or Guardians, to be signified in Writing under his, her, or their Hand or Hands,) invest the same in the Purchase of other Manors, Messuages, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in *England* or *Wales*, and also (if thought proper) of any Copyhold or Leasehold Lands or Tenements which might be lying intermixed with or contiguous to or convenient to be enjoyed therewith, the same respectively to be free from Incumbrances (except Quit Rents or other annual Payments in the Nature of perpetual Rent-charges or usual Customary Rents and Services, and Leases to Tenants or Occupiers), and moreover that they the said Trustees, or the Trustees or Trustee for the Time being, did and should settle and assure, or cause to be settled and assured, as well the Hereditaments and Premises so to be purchased as such Hereditaments as might be received in exchange as aforesaid, to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as were in and by his the said Testator's said Will limited, expressed, and declared of and concerning the Hereditaments which should be so sold or conveyed in exchange as aforesaid, or such of those Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, and Declarations as should be subsisting or capable of taking effect, or as near thereto as the Deaths of Parties or other intervening Accidents, and the Nature of such Copyhold or Leasehold Lands (if any), would admit of, but so as any such Leasehold Lands or Tenements as might be holden for Years might not be made to vest absolutely and ultimately in any Person to whom an Estate in Tail was therein-before limited in the thereby devised Hereditaments who should die under the Age of Twenty-one Years without leaving Issue of his or her Body living at or born after his or her Decease; and further, that until the Monies to arise by such Sale or Sales, or to be received for Equality upon any such Exchange or Exchanges as aforesaid, should be disposed of in manner therein-before mentioned, it should be lawful for the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, and the Survivor of them, and the Executors or Administrators of such Survivor, (at such Request and by such Direction, and to be signified as last aforesaid,) to place out such Monies or any Part thereof at Interest either in the Parliamentary Stocks or Funds of *Great Britain*, or upon Real Security or Securities in *England* or *Wales*, in the Names or Name of such
Trustees:

Trustees or Trustee for the Time being, and to alter, vary, and transpose the said Stocks, Funds, and Securities as Occasion should require; and the said Testator did will and direct, that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities should go and be paid to such Person or Persons, and be applied to and for such Intents and Purposes and in such Manner, as the Rents and Profits of the Hereditaments so to be purchased therewith and settled as aforesaid would go and be payable or applicable unto in case such Purchase and Settlement as aforesaid were then actually made; and as to all the Residue of his Personal Estate (except so much thereof as was therein-before specifically disposed of) remaining after Payment of his Debts, Funerary and Testamentary Expences, and Legacies, after answering certain Payments therein-before directed to be made, the said Testator did give the same unto the said Sir *Christopher Hawkins*, *Humphrey Waldo Sibthorp*, and *Richard Ellison*, their Executors and Administrators, upon trust that they the said Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should stand possessed of the same, (but subject and without Prejudice to the Direction therein-before contained touching the Application of such yearly Sum or Sums as were thereby directed to be applied for the Maintenance of his Children during their Minorities,) upon such Trusts and subject to such Directions as the same would have been subject to under his said Will if the same had arisen by Sale (under the Power of Sale therein-before contained) of any of the said Messuages, Lands, Tenements, or Hereditaments therein-before devised, exclusive of those therein-before limited in Use to his said Wife for her Life as aforesaid: And whereas the said *John Hawkins* the Testator did, on the Eighth Day of *July* One thousand eight hundred and twenty-nine, duly sign, seal, and publish a Codicil to his said Will, whereby, after stating that his younger Son the said *Christopher Henry Thomas Hawkins* had under the Will of his (the said Testator's) late Brother the said Sir *Christopher Hawkins* Baronet, then deceased, become entitled to the Estates thereby devised to him, he the said Testator did thereby revoke and make void the several Devises, Limitations, and Powers contained in his said Will of or concerning his (the said Testator's) Real Estates thereby devised to or in favour of his (the said Testator's) said younger Son, and the Issue of his Body; and the said Testator did declare his Will to be, that his said Real Estates should stand settled in such and the like Manner as the same would have been under and by virtue of his said Will if the said Devises, Limitations, and Powers to or in favour of his said younger Son, and the Issue of his Body, had not been contained therein; and the said Testator did further declare his Will to be, that in case his eldest Daughter the said *Mary Anne Hawkins*, or any Issue of her Body, should under or by virtue of the Will of his (the said Testator's) said late Brother Sir *Christopher Hawkins* come into or be in the actual Possession or beneficially entitled to the Rents, Issues, and Profits of the Estates thereby devised, or such of them as should remain unsold for the Purposes therein mentioned, then and in such Case the Use or Estate which under or by virtue of his (the said Testator's) said Will should be vested in his (the said Testator's) said Daughter, or any Issue of her

Codicil,
dated
8th July
1829.

her Body, of and in the Real Estates thereby devised, or any Part thereof, should cease and determine, and then and from thenceforth the said Real Estates should stand settled under or by virtue of his (the said Testator's) said Will in such Manner as they would have done had his said Daughter been dead, or had the Issue of her Body been dead without Issue: And whereas the said *John Hawkins* the Testator, did, on the Twenty-sixth Day of *May* One thousand eight hundred and thirty-seven, duly sign, seal, and publish a further Codicil to his said Will, whereby (amongst other things), to the Intent to make any Hereditaments of Freehold Tenure which he might have purchased or contracted to purchase since the Dates of his said Will and Codicil go along with his Real Estates thereby devised, and charged with the annual Sum or yearly Rent-charge of One thousand two hundred Pounds to his said Wife for her Life, he the said Testator did thereby devise all and every such Hereditaments as he might have purchased or contracted to purchase since the Dates of his herein-before recited Will and Codicil, or either of them, with their and every of their Appurtenances, to the several Uses, upon and for the several Trusts, and with, under, and subject to the several Powers and Provisions in and by his said Will and Codicil respectively limited and declared and contained of and concerning his (the said Testator's) Real Estates thereby devised and charged as aforesaid; and the said Testator did thereby republish his said Will, and did declare the same, together with the said Codicil thereto, bearing Date the Eighth Day of *July* One thousand eight hundred and twenty-nine, and the Codicil now in recital, to be his last Will and Testament: And whereas the said *John Hawkins* the Testator departed this Life in or about the Month of *July* One thousand eight hundred and forty-one without having revoked or in anywise altered such Parts of his said Will as are herein-before recited, (save and except so far as the same were revoked or altered by such Parts of the Two several herein-before mentioned Codicils thereto as are herein-before recited,) and without having revoked or altered such Parts of the same Two Codicils as are herein-before recited, (except so far as such Parts of the said first-mentioned Codicil as are herein-before recited are revoked or altered by such Parts of the said secondly herein-before mentioned Codicil as are also herein-before recited,) leaving his said eldest Son the said *John Heywood Hawkins* his Heir at Law: And whereas the said *John Hawkins* the Testator left the said *Mary Esther Hawkins*, his Widow, and the said *John Heywood Hawkins*, *Christopher Henry Thomas Hawkins*, *Mary Anne Hawkins*, *Catherine Susan Hawkins*, *Elizabeth Jane Hawkins*, and *Agnes Maria Hawkins*, (all of whom have attained the Age of Twenty-one Years,) his only Children, him surviving: And whereas the said *John Heywood Hawkins* is a Bachelor, and the said *Catherine Susan Hawkins* and *Elizabeth Jane Hawkins* are both Spinsters and unmarried: And whereas the said *Mary Anne Hawkins* intermarried on the Third Day of *September* One thousand eight hundred and forty-two with the Reverend *George Dempster Johnstone* Clerk, and there is Issue of the said Marriage One Son only, namely, *George Herbert Johnstone*, an Infant under the Age of Twenty-one Years: And whereas the said *Agnes Maria Hawkins* intermarried, on the Sixth Day of *June* One thousand eight hundred

Second
Codicil,
dated 26th
May 1837.

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and forty-four, with the Reverend *George Beckwith Yard* Clerk, but there is not at present any Issue Male of such last-mentioned Marriage: And whereas the said *John Heywood Hawkins*, who under or by virtue of the Limitations contained in the herein-before recited Will is now in the actual Possession or entitled to the Rents, Issues, and Profits of all the said Hereditaments thereby devised, (except such Parts thereof as are situate in the said Parish of *Bignor* in the said County of *Sussex*, and are by the said Will given and devised to the said *Mary Esther Hawkins* for her Life, as aforesaid,) hath not come into and is not now in the actual Possession or beneficially entitled to the Rents, Issues, and Profits of the Manors and other Hereditaments in the said County of *Cornwall* which at the Date of the herein-before recited Will were in the Possession of the said *Sir Christopher Hawkins* (since deceased), or any of such Manors or Hereditaments, to the Extent of the annual Value of Five thousand Pounds, clear of Taxes, or upwards: And whereas neither the said Testator's said eldest Daughter the said *Mary Anne Johnstone*, nor her said only Son the said *George Herbert Johnstone*, hath come into, or is now under or by virtue of the Will of the said Testator's said late Brother *Sir Christopher Hawkins* in the actual Possession or beneficially entitled to the Rents, Issues, and Profits of the Estates thereby devised, or such of them as remain unsold for the Purposes therein mentioned: And whereas the said *John Heywood Hawkins*, *Mary Anne Johnstone*, *George Herbert Johnstone*, *Catherine Susan Hawkins*, *Elizabeth Jane Hawkins*, and *Agnes Maria Yard* are the only Persons now living who under or by virtue of the Limitations contained in the herein-before recited Will and Codicils are beneficially interested in the said Freehold Estate of the said *John Hawkins* the Testator situate in the said County of *Lancaster*, which was so devised by his herein-before in part recited Will and Codicils as aforesaid, subject nevertheless and charged and chargeable as herein-before is mentioned or recited: And whereas the last-mentioned Freehold Estate of the said Testator consists of certain Lands and Hereditaments situate in *Cheetham* in the Parish of *Manchester*, and which are more particularly mentioned and described in the Schedule to this Act annexed: And whereas the said *John Hawkins* deceased did subsequently to the Date and Execution of his herein-before in part recited Will, (to wit,) in the Year One thousand eight hundred and thirty-five, determine to let his said Freehold Estate situate in *Cheetham* aforesaid for Building Purposes, and did cause certain Parts of the same Freehold Estate to be marked out in Lots to be let on Building Leases, and other Parts thereof to be marked out as and for Sites of certain Streets, Roads, Ways, or Passages, Sewers, Drains, Yards, and Gardens, or otherwise, for the Use and Convenience of the intended Lessees thereof, and did cause certain Streets, Roads, Sewers, and Drains to be made in and through the same: And whereas the said *John Hawkins* deceased did afterwards grant and execute certain Leases for Building Purposes, for Terms of Nine hundred and ninety-nine Years each, (being the usual Period for which Leases for Terms of Years are customarily granted in the Neighbourhood of *Manchester* aforesaid,) of some of the said Plots of Land which he had caused to be so marked out for that Purpose as aforesaid: And whereas by reason of the limited Power of leasing for
Building

Building Purposes which is contained in the said Will of the said *John Hawkins*, and of the general Unwillingness of Persons to take Building Leases of Land in *Cheetham* aforesaid for so short a Term as Ninety-nine Years, the Objects which the said *John Hawkins* had in view in causing his said Estate in *Cheetham* to be marked out for Building Purposes cannot be further carried into effect: And whereas it would greatly promote and facilitate the Accomplishment of the Objects of the said *John Hawkins*, and would be very beneficial to the several Persons who under or by virtue of the Limitations contained in his said Will and Codicil are interested in his said Freehold Estate in *Cheetham* aforesaid, if the said *John Heywood Hawkins*, and other the Person or Persons who under or by virtue of the same Limitations shall or may for the Time being be entitled in possession to the Rents and Profits of the same Freehold Estate, were authorized and empowered to make Grants and Conveyances in Fee Simple, or Leases for long Terms of Years for Building Purposes, and at Chief or Ground Rents, of the same Estate; but by reason of the Charges, Limitations, and Powers to which under or by virtue of the said Will and Codicils the same Estate is subject the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Heywood Hawkins*, *George Dempster Johnstone* and *Mary Anne* his Wife, *Catherine Susan Hawkins*, *Elizabeth Jane Hawkins*, and *George Beckwith Yard* and *Agnes Maria* his Wife, and the said *George Dempster Johnstone* on behalf of the said *George Herbert Johnstone*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *John Heywood Hawkins*, or other the Person or Persons who for the Time being may under or by virtue of the Limitations contained in the said Will and Codicils of the said *John Hawkins* deceased be beneficially entitled in possession (subject to the said yearly Rent-charge of One thousand two hundred Pounds thereby limited in Use to the said *Mary Esther Hawkins* for her Life as aforesaid, and to the Powers and Remedies thereby given and reserved to her for the Recovery thereof when in arrear,) to the Rents, Issues, and Profits of the said Estate situate in *Cheetham* aforesaid, in case such Person or Persons shall be of the Age of Twenty-one Years, and whether such Person or Persons, being a Female or Females, shall or shall not be under Coverture, and notwithstanding any such Coverture, and if such Person or Persons shall not be of the Age of Twenty-one Years, then for his, her, or their Guardian or Guardians during his, her, or their Minority or respective Minorities, (whether such Guardian or Guardians be testamentary, or be chosen by such Infant or Infants, or be appointed by the Authority of the Court of Chancery, or otherwise,) by Indenture or Indentures, to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by One or more credible Witness or Witnesses, from Time to Time to grant and convey in Fee Simple, or to lease for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part or

Tenants for Life in possession empowered to make Grants in Fee, or make Leases for 999 Years.

Parts

Parts of the said Freehold Estate situate in *Cheetham* aforesaid, and which is more particularly mentioned and described in the Schedule to this Act annexed, unto any Person or Persons whomsoever, for the Purpose of rebuilding, finishing, improving, or repairing the Houses, Manufactories, or other Buildings (if any) then standing or being on the Land so to be granted or leased, or any of such Houses, Manufactories, or other Buildings, or of erecting and building any House or Houses, Manufactory or Manufactories, or other Buildings, on any Land whereon no Buildings shall be then standing, or of annexing any Part or Parts of the said Land for Gardens, Courts, Yards, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the Land so to be granted or leased, or any Part thereof, or on any adjoining Land, or of otherwise improving the said Land, Houses, Manufactories, and Buildings, or any of them, or any Part or Parts thereof, and with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to take down all or any Part or Parts of the Buildings standing on the Land to be comprised in such Grants or Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon, and to set out and allot any Part or Parts of the Land to be comprised in such Grants and Leases respectively as and for any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, or otherwise for the Use and Convenience of the respective Grantees, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, and also to dig and make, in or under the Land which may be so set out and allotted for Roads; Streets, Ways, or Passages, any Arches, Cellars, Areas, or other Easements to any present or future Houses for Buildings, and also to dig, take, and carry away in and out of the Land to be comprised in such Grants and Leases respectively such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil out of the Land to be comprised in such Grants and Leases respectively, and to manufacture the same into Bricks and Tiles, to be used in any of the Buildings, Repairs, or Improvements aforesaid, and with or without any other Liberties or Privileges as to the Person or Persons making any such Grant or Lease shall seem reasonable, so as in every such Grant or Lease there be reserved and made payable (except in those Cases where a Peppercorn Rent may be reserved, as herein-after provided,) the best and most beneficial yearly Rent or Rents which can at the Time of the making thereof, and considering the Circumstances of the Case, be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments in every Year, clear of all Deductions whatsoever, and so as in every such Grant or Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively, and so as the Grantee or Grantees, Lessee or Lessees, duly execute a Counterpart or Counterparts of such Grants and Leases respectively, and therein

enter into Covenants for due Payment of the Rent or Rents to be thereby respectively reserved or made payable (unless the same shall be a Peppercorn), and of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Grants and Leases respectively, and also (as the Case may require) for rebuilding, finishing, improving, or repairing, within a Time to be limited for that Purpose, the Houses, Manufactories, or Buildings then standing on the Ground to be granted or leased, and which may be agreed to be rebuilt, finished, improved, or repaired, or for erecting and building any Houses, Manufactories, or Buildings within a Time to be limited for that Purpose, and also for keeping in repair all such Houses, Manufactories, and Buildings respectively during the Continuance of such Grants and Leases, and also for keeping in repair any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Arches, Cellars, Areas, and Easements, in such Manner as shall be agreed upon, and also (as to any Leases which may be made for Terms of Years) for surrendering the Possession of and leaving in good Repair the Houses, Manufactories, and Buildings to be erected and built or repaired on the Land comprised in such Leases respectively at the Expiration or other sooner Determination of the Term to be therein respectively granted, and so as in every such Grant or Lease there be contained any other Covenants, Provisoes, Conditions, or Agreements usually contained in Grants or Leases of a similar Description, as to the Person or Persons making such Grants or Leases shall seem fit, and with or without a Proviso (as to the Person or Persons making any such Grant or Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, Conditions, and Agreements to be contained in any such Grant or Lease (except the Covenant for Payment of the Rent or Rents, and such other Covenants, Provisoes, Conditions, or Agreements as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Grant or Lease, or of the Estate or Term thereby granted, or give any Right of Re-entry, unless Judgment shall have been obtained in an Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action.

II. And be it further enacted, That every such Grant and Lease shall be absolutely valid and binding at Law and in Equity on the said *John Heywood Hawkins* and his Assigns, and all other Persons claiming or who shall or may claim any Use, Trust, Estate, Charge, or Benefit in, upon, or out of the said Estate in *Cheetham* aforesaid, or any Part thereof, under the said Will and Codicils of the said *John Hawkins* deceased, and also upon the Heirs of the said *John Hawkins* deceased, to all Intents and Purposes whatsoever, and that the Right to receive the Rent or Rents to be reserved and made payable by any such Grant or Lease, and the Right to take advantage of any Condition of Re-entry to be therein respectively contained, or of any Forfeiture of the Estate or Term to be thereby respectively granted, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being

Grants and Leases made in pursuance of the Act to be binding on all Persons claiming under Testator's Will.

[Private.]

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have

have been entitled to the Possession or the Receipt of the Rents and Profits of the Land and Hereditaments comprised in such Grant or Lease in case the same had not been made.

In case of Re-entry upon Lands, &c. the same to vest in such Persons and to the like Uses as the same were vested before Grant or Lease.

III. And be it further enacted, That the several Conditions by this Act directed or authorized to be inserted in each Grant or Lease to be made as aforesaid shall be good and valid, and shall have full Effect at Law and in Equity; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall be made upon any Land or Hereditaments to be thereby granted or leased, then from and after the making of such Entry the Land comprised in the Grant or Lease which shall have been avoided by such Entry, and the Buildings then standing thereupon, shall become and be vested in such Person or Persons, and be subject to such Uses, Estates, Interests, Trusts, Intents, Purposes, Provisoos, Agreements, and Declarations, at Law and in Equity, as the same Land and Hereditaments would at the Time of making such Entry have been vested in and subject to in case the same Land and Hereditaments had never been so granted or leased.

Parts of the Lands authorized to be granted or leased may be appropriated for permanent Improvements.

IV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Grants and Leases as aforesaid to appropriate any Part or Parts of the Land herein-before authorized to be granted or leased as and for any Road, Street, Way, Passage, Court, Yard, or Garden, or Roads, Streets, Ways, Passages, Courts, Yards, or Gardens, to the Buildings then or thereafter to be erected and built on any Part or Parts of the same Land, or on any Part or Parts of the adjoining Land to be granted or leased as aforesaid, or otherwise for the general Improvement of the said Estate in *Cheetham* aforesaid, and the Use of the respective Grantees, Lessees, Tenants, or Occupiers thereof, in such Manner as shall be agreed upon in such Grants or Leases respectively, or in any general Deed or Deeds to be executed for that Purpose by the Person or Persons making such Grant or Lease as aforesaid, such general Deed or Deeds (if any) to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the respective Dates thereof, and also by such respective Grants, Leases, or general Deeds to give such Privileges and other Easements as shall be deemed reasonable or convenient.

Power to enter into Contracts for making Grants or Leases.

V. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized to make such Grants or Leases as aforesaid to enter into any Contract or Contracts in Writing for making any Grant or Lease of all or any Part or Parts of the said Estate in *Cheetham* aforesaid herein-before authorized to be granted or leased, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree, when any Land or Buildings so agreed to be granted or leased, or any Part or Parts thereof, shall be built upon, or rebuilt, finished, repaired, laid out, or improved, in the Manner stipulated in such Contract or Contracts, by Indenture or Indentures to

grant or lease the Land and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same, his, her, or their Heirs, Executors, Administrators, or Assigns, or to such Person or Persons (to be approved by the Person or Persons for the Time being hereby authorized to make Grants or Leases as aforesaid) as he, she, or they shall appoint, for the Remainder of the Estate, Interest, Term or Terms, and in such Parcels, and under such Portions of the yearly Rent or Rents specified in such Contract or Contracts as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Grant or Lease shall bear a Proportion of the whole Rent specified in the Contract greater than the Quantity of Land comprised in such Grant or Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Fourth of the clear yearly Rack Rent Value of the Land and Buildings comprised in such Grant or Lease when fit for Habitation, and also to agree that the full Rent specified in such Contract or Contracts may be reserved in the Grants or Leases to be made of a given Quantity to be specified in such Contract or Contracts of the Land and Premises thereby agreed to be granted or leased, but so nevertheless that such full Rent to be so reserved in the Grant or Lease of such given Quantity of such last-mentioned Land and Premises shall not exceed One Fourth of the clear yearly Rack Rent Value of such given Quantity to be comprised in such Grant or Lease of such Land and Premises, and of the Buildings then erected thereon, and fit for Habitation, and that the Residue thereof shall be granted or leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any such Grant or Grants, Lease or Leases, and at such Time or respective Times and in such Manner as may be thought proper, or, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent shall have been reserved in the Grant or Grants, Lease or Leases, to be so made of a competent Part or competent Parts of the Land and Premises agreed to be granted or leased, the Residue thereof (if any) shall be granted or leased by One or more Grant or Grants, Lease or Leases at the yearly Rent of a Peppercorn, and in case of Grants or Leases to be made subject to the yearly Rent of a Peppercorn, to agree to make the same either before or after the Land and Premises therein comprised shall have been built upon, rebuilt, finished, repaired, laid out, or improved, and to agree that the yearly Rents by such Contract or Contracts agreed to be reserved may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be thought proper, and as in such Contract or Contracts shall be expressed, regard being had to the Quantity of Land agreed to be granted or leased, and the Progress of the Buildings and Improvements stipulated to be built, rebuilt, finished, laid out, or improved as aforesaid, and also to agree that when any Grant or Grants, Lease or Leases, shall be made of any Part or Parts of the Land and Premises so contracted to

to

to be granted or leased, the Land and Premises so for the Time being granted or leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Portion or Portions of the Land and Premises comprised in such Contract or Contracts as shall not for the Time being be granted or leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for, and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Grantees and Lessees under the Powers herein-before contained.

Contracts to contain certain Powers and Stipulations.

VI. And be it further enacted, That in every Contract which shall be entered into in pursuance of this Act there shall be contained a Power for vacating the same, or of Re-entry into such Part or Parts of the Land and Premises agreed to be granted or leased as shall not have been actually granted or leased in performance of the same Contract, in case the same shall not be built upon, or rebuilt, finished, repaired, laid out, or improved in the Manner agreed upon in such Contract, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom any such Grant or Grants, Lease or Leases, ought to be made, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges for preparing the same within a reasonable Time to be thereby appointed, and that in default thereof such Contract shall as to all the Land and Premises not actually granted or leased in pursuance thereof be void; and every such Contract shall be binding on all the Persons upon whom any Grant or Lease by this Act authorized to be made would be binding, and shall be carried into execution by a Grant or Grants, or Lease or Leases, to be made in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

If any Part of said Estate shall be resumed, fresh Leases or Grants thereof may be made.

VII. And be it further enacted, That if the Possession of any Part of the Estate situate in *Cheetham* aforesaid, devised by the said Will and Codicils of the said *John Hawkins* deceased, which is already comprised in any Lease or Leases granted by the said *John Hawkins* deceased, or which shall be comprised in any Grant, Lease, or Contract to be made in pursuance of this Act, shall at any Time or Times be resumed or recovered under any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to make such Grants or Leases to make Grants or Leases, or to enter into Contracts for making Grants or Leases, and afterwards to make Grants or Leases, of the same Lands and Premises respectively, under the Powers herein-before contained, in the same Manner as if no Grants or Leases, or Contracts for Grants or Leases, had been previously made or entered into.

VIII. And

VIII. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Grants and Leases from Time to Time to enter into any new Contract or Contracts, not inconsistent with the general Object of the original Contract or Contracts, with any Person or Persons with whom any Contract or Contracts hath or have been entered into, either by the said *John Hawkins* deceased, or by the said *John Heywood Hawkins*, or with whom any Contract or Contracts shall have been or may be entered into by virtue of this Act, by way of addition to or Alteration or Explanation of the Agreements contained in such existing or future Contract or Contracts, or to release the Person or Persons with whom any such existing or future Contract or Contracts have or hath been or shall or may be or have been entered into, his, her, or their Heirs, Executors, Administrators, and Assigns, from the Observance of all or any Part of the same Contract or Contracts, and, if the same shall be thought expedient, to enter into any new Contract or Contracts with such Person or Persons, his or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the Contract or Contracts which shall have been so released, or to accept or agree for a Surrender of all or any Part or Parts of the Land and Hereditaments comprised in any Contract or Contracts; and the Land and Hereditaments to be so surrendered may be agreed to be granted or leased, and be afterwards granted or leased, under the Powers herein-before contained, in the same Manner as if no Contract or Contracts had been previously entered into affecting the same.

New Contracts may be made in certain Cases, and old ones released.

IX. And be it further enacted, That every Grant and Lease to be made in pursuance of this Act shall be taken to be duly made, although it should have been made in pursuance of a Contract, and such Contract should not in all respects have been duly observed, and notwithstanding any Variation between such Grant or Lease and such Contract, provided that such Grant or Lease shall be in conformity with the Provisions herein-before contained with respect to the Grants and Leases hereby authorized to be made; and that after any Grant or Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Grant or Lease.

All Grants, &c. under this Act to be good, notwithstanding they may vary from Contracts.

X. And be it further enacted, That the Receipt or Receipts in Writing of the Persons or of any one of the Persons making any Grant or Lease in pursuance of this Act, acknowledging that he, she, or they has or have received the Counterpart thereof, and signed by such Persons or Person, and endorsed on the Indenture of Grant or Lease, shall be conclusive Evidence that such Counterpart has been duly executed.

Receipt of Person making Grant or Lease to be Evidence that a Counterpart has been executed.

XI. And be it further enacted, That this Act shall not in anywise be construed or taken to affect any of the Powers given by the said Will and Codicils of the said *John Hawkins* deceased, except so far as the same may be affected by the Exercise of any of the Powers given by this Act.

Act not to affect Powers in Will of Testator, except, &c.

[Private.]

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XII. Saving

General
Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the said *Mary Esther Hawkins* and her Assigns, and to all and every other Persons or Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Heywood Hawkins*, and the First and other Sons of his Body, and the Heirs Male and Heirs General respectively of the Body and Bodies of such First and other Sons respectively, and also except the said *George Dempster Johnstone* and *Mary Anne* his Wife, and the said *George Herbert Johnstone*, and the Heirs of his Body, and any other Sons of the Body of the said *Mary Anne Johnstone*, and the Heirs of their respective Bodies, and also except the said *Catherine Susan Hawkins*, and the First and other Sons of her Body, and the Heirs of their Bodies respectively, and also except the said *Elizabeth Jane Hawkins*, and the First and other Sons of her Body, and the Heirs of their Bodies respectively, and also except the said *George Beckwith Yard* and *Agnes Maria* his Wife, and the First and other Sons of the Body of the said *Agnes Maria Yard*, and the Heirs of their Bodies respectively, and also except the said *John Heywood Hawkins* and his Heirs, and also except all and every other Persons and Person to whom any Estate, Right, Title, Interest, or Charge, at Law or in Equity, shall have been devised or bequeathed, or shall have descended or devolved, or may descend or devolve, by virtue of or under the said Will and Codicils of the said *John Hawkins* deceased, of, in, to, out of, or upon the said Freehold Estate situate at *Cheetham* aforesaid, thereby devised, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the same Freehold Estate, and every or any Part thereof, as they, every or any of them, had or enjoyed before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

For paying
the Ex-
pences of
the Act.

XIII. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and all other Costs, Charges, and Expences relating to the same or incident thereto, shall be paid by the said *Humphrey Waldo Sibthorp* and *Richard Ellison*, or other the Trustees or Trustee for the Time being of the said Will of the said *John Hawkins*, out of the Trust Monies which have or shall become liable to be applied in the Manner directed by the said *John Hawkins* deceased, with respect to any Monies arising by Sale of any Part of his Estates devised by the said Will and Codicils, in preference to any other Payments whatsoever.

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

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

The

The SCHEDULE to which this Act refers.

Estate in Cheetham in the Parish of Manchester devised by the Will and Codicils of John Hawkins, Esquire, deceased, containing the several Fields and Parts of Fields, and comprising the several Quantities of Land in Statute Measure, herein-after respectively mentioned.

Quantity in
Statute Measure.
A. R. P.

- No. 1.—A Piece or Parcel of Ground situate and abutting on the North-east Side of the Road leading from Bury to Manchester, which Piece or Parcel of Ground is now or formerly was known or described as a certain Field or as Part of a certain Field called Fearn Acres or Ferney Acres or Ferney Acre - - 2 0 36
- 2.—A Piece or Parcel of Ground situate and abutting on the South-west Side of the said Road, which Piece or Parcel of Ground is now or formerly was known or described as certain Fields or Parts of certain Fields called Bare Meadow or Bare Arse Meadow, Bare Arse or Near Bare Arse or Barlow's Bare Arse, Higher Meadow or Higher Bare Arse Meadow, Far Lady Meadow or Great Lady Meadow or Lady Meadow, Far Bare Arse or Lower Bare Arse, Lower Meadow, and Doe Pews - - - 11 1 38 $\frac{1}{4}$
- 3.—A Piece or Parcel of Ground situate and adjoining, at the North-east Corner thereof, on the South-west Corner of the Piece of Ground lastly herein-before described, which Piece or Parcel of Ground is now or formerly was known or described as certain Fields or Parts of certain Fields called Lower Meadow, Far Bare Arse or Lower Bare Arse, Doe Pews Back o' th' Barnfield or Nearer Intack or Lower Field behind the Barn, the Intack or Further Intack or Further Intake, Great Bird Pasture, North Wet Field, East Wet Field, West Wet Field, Shippon Field or Nearer Stock Field and the Lane or Wet Field Lane - - - 22 3 30
- 4.—A Piece or Parcel of Ground situate and abutting on the South Side of the Piece of Ground lastly herein-before described, which Piece or Parcel of Ground is now or formerly was known or described

Quantity in
Statute Measure.
A. R. P.

as certain Fields or Parts of certain Fields called
Shippon Field or Nearer Stock Field, Angle Field
or Further Stock Field or Three-cornered Field,
Stock Meadow or Crosslee or Stock's Meadow, the
Lane or Wet Field Lane, and Great Bird Pasture - 14 3 39½

Thomas Lee.
E. R. Fayerman.

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Printers to the Queen's most Excellent Majesty. 1845.