



ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. 32.

An Act to authorize Grants and long Leases for Building Purposes of an Estate in the Parish of *Rochdale* in the County of *Lancaster*, being Part of the settled Estates of the late *Charles Chadwick* Esquire. [28th July 1836.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, the Release being made or expressed to be made between *Samuel Stocks* Merchant of the First Part, *Charles Chadwick* of *Old Hall* in the County of *Warwick*, Esquire, of the Second Part, and *John Webb* Esquire of the Third Part, in consideration of the Sum of Six thousand Pounds to the Use or on the Account and by the Direction of the said *Charles Chadwick* paid by the said *John Webb* as in the said Indenture of Release is mentioned, divers Messuages or Tenements, Farms, Lands, and Hereditaments, situate and being in the Township of *Hundersfield* in the Parish of *Rochdale* in the County of *Lancaster*, in the said Indenture of Release particularly mentioned, with the Appurtenances, and all other the Messuages or Tenements, Lands and Hereditaments, of the said *Charles Chadwick* in the said Township of *Hundersfield* in the said Parish of *Rochdale*, were duly conveyed by and by the Direction of the said *Charles Chadwick* unto and to the Use of the said *John Webb*, his Heirs and Assigns for ever, subject nevertheless to a Proviso or Agreement in the said Indenture

Recital of Mortgage to John Webb, 15th & 16th April 1814.

[Private.]

of

Mortgage to
William
Bourne, 29th
Feb. and 1st
Mar. 1820.

of Release contained for Redemption of the same Premises by and Reconveyance thereof to the said *Charles Chadwick*, his Heirs and Assigns, on Payment by him the said *Charles Chadwick*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Webb*, his Executors, Administrators, or Assigns, of the Sum of Six thousand Pounds, with Interest for the same in the meantime after the Rate of Five Pounds *per Centum per Annum*, on or at the Days or Times and in the Manner in the said Indenture of Release mentioned and appointed for Payment of the same respectively: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-ninth Day of *February* and the First Day of *March* One thousand eight hundred and twenty, the Release being made or expressed to be made between *Ann Birch* of the First Part, the said *Charles Chadwick* of the Second Part, and *William Bourne* of *Elford* in the County of *Stafford*, Gentleman, of the Third Part, in consideration of the Sum of Three thousand Pounds to the Use or on the Account and by the Direction of the said *Charles Chadwick* paid by the said *William Bourne* as in the said Indenture of Release is mentioned, a Messuage and Farm called *Tunnicliffe*, situate and being in the Township of *Spotland* in the Parish of *Rochdale* aforesaid, with the Appurtenances, were duly conveyed by and by the Direction of the said *Charles Chadwick* unto and to the Use of the said *William Bourne*, his Heirs and Assigns for ever, subject nevertheless to a Proviso or Agreement in the said Indenture of Release of the First Day of *March* One thousand eight hundred and twenty contained for Redemption of the same Premises by and Reconveyance thereof to the said *Charles Chadwick*, his Heirs or Assigns, on Payment by him the said *Charles Chadwick*, his Heirs, Executors, Administrators, or Assigns, unto the said *William Bourne*, his Executors, Administrators, or Assigns, of the Sum of Three thousand Pounds, with Interest for the same in the meantime after the Rate of Five Pounds *per Centum per Annum*, on or at the Days or Times and in the Manner in the said Indenture of Release of the First Day of *March* One thousand eight hundred and twenty mentioned and appointed for Payment of the same respectively: And whereas by an Indenture of Release bearing Date the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, grounded on a Lease for a Year, bearing Date the preceding Day, and made or expressed to be made between the said *Charles Chadwick*, therein described as of *Mavesyn Ridware* in the County of *Stafford*, of the First Part, *James Palmer* of the City of *Lichfield*, Banker, *George Webb* of *Mavesyn Ridware* aforesaid, Gentleman, and *Walter Landor* of *Rugeley* in the said County of *Stafford*, Gentleman, of the Second Part, and the Reverend *Charles Savage Landor* Clerk, and *Richard Greene* Banker, of the Third Part, after reciting that the said *Charles Chadwick* was seised of or well entitled to the Manors, Messuages, Tenements, Lands, Advowson, and other Hereditaments therein-after mentioned, and intended to be thereby granted and released, for an Estate of Inheritance in Fee Simple in Possession, subject nevertheless as to divers Parts thereof to the Mortgages and Incumbrances then affecting the same, which said Mortgages and Incumbrances were specified in the Schedule thereunder written or thereunto annexed; and also reciting that *Hugo Malveysin Chadwick* of *Mavesyn Ridware* in the

Deed of
Trust, 30th
June 1829.

County of *Stafford*, Esquire (the only Child and Heir Apparent of the said *Charles Chadwick*), was seised in Fee Simple of certain Hereditaments in the Counties of *York* and *Lancaster* producing a gross yearly Income of One thousand four hundred Pounds or thereabouts, and also entitled to an Annuity of Three hundred Pounds, as therein mentioned; and also reciting that the said *Charles Chadwick* being desirous, as well of making some Provision for the said *Hugo Malveysin Chadwick* his Son, as of raising a Fund for the Purpose of discharging and satisfying the said Mortgages and Incumbrances so affecting the said Estates in Fee Simple of the said *Charles Chadwick* as aforesaid, and also any Debt or Debts then owing by the said *Charles Chadwick* to any Person or Persons whomsoever, and not charged or in the Nature of an Incumbrance on the said Manors, Lands, and Hereditaments thereby released or intended so to be, or any Part thereof, and which he the said *Charles Chadwick* might at any Time or Times thereafter incur to the Extent of Ten thousand Pounds, had determined to grant and release the said Manors, Lands, and Hereditaments to the said *Charles Savage Landor* and *Richard Greene* and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after limited and contained of and concerning the same, it is by the Indenture now in recital witnessed, that in pursuance of the said Determination, and in consideration of the Sum of Ten Shillings to the said *Charles Chadwick* paid by the said *Charles Savage Landor* and *Richard Greene*, he the said *Charles Chadwick* did grant, bargain, sell, release, limit, direct, appoint, and confirm unto the said *Charles Savage Landor* and *Richard Greene* and their Heirs (amongst and together with divers Manors, and other Messuages, Lands, Tenements, and Hereditaments, in the said Indenture particularly mentioned or referred to,) all and every the Messuages, Farms, Mills, Tithes, Lands, Tenements, and Hereditaments of him the said *Charles Chadwick* situate, lying, and being in *Spotland*, *Rochdale*, and elsewhere in the County of *Lancaster*, with their Appurtenances, to hold the same unto the said *Charles Savage Landor* and *Richard Greene* and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after limited and contained of or concerning the same, (that is to say,) to the Use of the said *James Palmer*, *George Webb*, and *Walter Landor*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence and be computed from the Day next before the Day of the Date of the Indenture now in recital, without Impeachment of or for any Manner of Waste, upon and for the Trusts, Intents, and Purposes, and subject to the Proviso therein-after declared, expressed, and contained of and concerning the same, and immediately after the Expiration or other sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said *Charles Chadwick* should by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment to be by him duly executed, or by his last Will and

and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and to be attested by Three or more credible Witnesses, from Time to Time direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, and so far as every or any such Direction, Limitation, or Appointment should not extend, to the Use of the said *Charles Chadwick* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; with Remainder to the Use of the said *Charles Savage Landor* and *Richard Greene*, their Heirs and Assigns, during the natural Life of the said *Charles Chadwick*, upon the usual Trust to preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the said *Hugo Malveysin Chadwick* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; with Remainder to the Use of the said *Charles Savage Landor* and *Richard Greene*, their Heirs and Assigns, during the natural Life of the said *Hugo Malveysin Chadwick*, upon the usual Trust to preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the first and every other Son of the said *Hugo Malveysin Chadwick* lawfully begotten or to be begotten severally and successively in Tail Male; with Remainder to the Use of the First and every other Daughter of the said *Hugo Malveysin Chadwick* lawfully begotten or to be begotten severally and successively in Tail Male; with Remainder to the Use of the said *Charles Chadwick*, his Heirs and Assigns for ever; and by the Indenture now in recital a Power is given to the said *Charles Chadwick* during his Life, and after his Decease to the said *Hugo Malveysin Chadwick* during his Life, with the Consent of the Trustees or Trustee of the said Term of Five hundred Years during the Continuance of the Trusts of the said Term, and after his Decease to the said *Charles Savage Landor* and *Richard Greene* and the Survivor of them, and the Executors or Administrators of such Survivor, at their or his Discretion during the Minority of any Person who under or by virtue of the Limitations therein-before contained should for the Time being be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Lands, and other Hereditaments thereby released or expressed so to be by any Indenture or Indentures to be executed and attested as therein is mentioned, to limit or appoint by way of Demise or Lease any Part or Parts of the said Manors, Lands, and other Hereditaments, with the Appurtenances, to any Person or Persons who should improve the same, or covenant and agree to improve the same, by erecting and building thereon any new House or Houses, Erections or Buildings, or by rebuilding or repairing any of the Messuages, Tenements, Erections, or Buildings whatsoever which were then or should thereafter be or stand on the same Hereditaments or any Part thereof, or by expending such Sum or Sums of Money in Improvements thereof respectively as should be thought adequate for the Interests therein respectively to be departed with for any Term or Number of Years not exceeding Sixty Years, to take effect in Possession and not in Reversion, or by way of future Interest, and so that in every such Limitation or Appointment by way of Demise or Lease there should be reserved the best and most improved yearly Rent
or

or Rents to be payable during the Continuance of the Term or Estate or Terms or Estates to be created thereby, and to be incident to the immediate Reversion of the Hereditaments so to be limited or appointed by way of Demise or Lease as last aforesaid that could be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that every or any such Limitation or Appointment by way of Demise or Lease as last aforesaid should not be valid in Law unless there were inserted therein a Clause in the Nature of a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be reserved within a reasonable Time to be therein specified; and in the said Indenture now in recital are contained the usual Powers of making Partition of and of selling and exchanging the Hereditaments thereby settled, with a Direction that the Monies to arise by any Sale, or to be received for Equality of Partition or Exchange, should be applied in satisfaction of any Principal Sum or Sums of Money which might then under or by virtue of the Indenture now in recital or otherwise have been charged upon or affect the Hereditaments thereby settled, and that the Surplus of such Monies should be laid out in the Purchase of other Lands, Tenements, and Hereditaments as therein mentioned, which should be settled to the subsisting Uses of the Indenture now in recital; and it is by the Indenture now in recital agreed and declared, that the said Term of Five hundred Years therein-before limited to the said *James Palmer, George Webb, and Walter Landor*, their Executors, Administrators, and Assigns, was so limited upon Trust that they the said *James Palmer, George Webb, and Walter Landor*, and the Survivors and Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should from Time to Time when Money should be wanting for paying, discharging, and raising the several Mortgages, Incumbrances, Debts, or other Sums of Money for the Payment, Discharge, and raising of which Provision was therein-after made, borrow and take up at Interest any Sum or Sums of Money upon Mortgage of all or any Part of the Manors, Lands, and Hereditaments comprised in the same Term for the Whole or any Part of such Term, or upon the Security of any Transfer or Assignment of any of the Mortgages which should or might for the Time being be subsisting thereon, and should apply the Sum or Sums of Money so to be borrowed in the Manner following; that is to say, in the first place, in payment of the Expences of and relating to the preparing, ingrossing, and executing of the Indenture now in recital, and the Lease for a Year on which the same was grounded, and all Expences of or relating to the effecting of such Partitions, Sales, Exchanges, and Mortgages as aforesaid, or which the said Trustees or Trustee for the Time being should be put unto in defending, or otherwise relating to any Action or Suit at Law or in Equity which might be brought or instituted by any Person or Persons whomsoever against the said *Charles Chadwick*, his Heirs, Executors, or Administrators, or against the said Trustees or Trustee for the Time being, or any of such Trustees, in relation to any of the said Manors, Lands, and other Hereditaments thereby released or expressed so to be, or to any Mortgage or Incumbrance which might for the Time being be subsisting or charged thereon, or

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which they or he should or might otherwise be put unto in or about the Execution of the Trusts and Provisions therein contained; and in the next place in or towards the Satisfaction and Discharge, in such Order and Manner as to the said Trustees or Trustee for the Time being should seem expedient, of the several Mortgages, Incumbrances, and Debts specified in the said Schedule thereto, and the Interest from Time to Time to grow due thereon respectively, and also any Sum or Sums of Money, not exceeding in the whole the Sum of Ten thousand Pounds, which the said *Charles Chadwick* should or might from Time to Time by Writing under his Hand direct to be paid in discharge and satisfaction of any Debt or Debts then owing by him the said *Charles Chadwick* to any Person or Persons whomsoever, and not charged or in the Nature of an Incumbrance upon the said Manors, Lands, and other Hereditaments thereby released or expressed so to be, or any Part or Parts thereof, or in discharge of any Debt or Debts, Contracts, or Engagements which he the said *Charles Chadwick* should or might at any Time or Times thereafter incur or enter into; and also all and every Sum and Sums of Money which should or might have been borrowed on Mortgage for or towards the Satisfaction and Discharge of the same Mortgages, Incumbrances, and Debts, or of any of them, or any Part thereof respectively, pursuant to the Trust therein-before in that Behalf contained; and upon further Trust that they the said Trustees or Trustee for the Time being should stand possessed of the ultimate Surplus, if any, which should remain of the said Trust Monies after answering all the Trusts and Purposes of the Indenture now in recital, in Trust for such Person and Persons and for such Intents as the said *Charles Chadwick* should by any Writing or Writings under his Hand and Seal direct or appoint; and in default of and subject to any such Direction or Appointment, upon Trust to apply the same in such or the like Manner as the Monies to arise by any Sale which should or might be made under the Powers therein-before contained were therein-before directed to be applied; and upon further Trust that they the said *James Palmer, George Webb, and Walter Landor*, and the Survivors and Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should receive the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments comprised in the said Term of Five hundred Years, and should, until the said Costs and Expences therein-before provided for as aforesaid, and the said Mortgages, Incumbrances, and Debts, and any Sum or Sums of Money which should or might be borrowed on Mortgage for discharging the same respectively under the Trust or Direction therein-before in that Behalf contained, and all Interest for the same respectively, should be fully paid and satisfied, apply the same in such Order and Manner as they or he should think proper towards the Discharge of the Arrears and Payments then due or thereafter to become due for or in respect of the Interest of the several Mortgages, Incumbrances, and Debts for the Redemption and Discharge of which respectively Provision is therein-before made, and also for or in respect of the Interest of the Sum or Sums of Money which might have to be borrowed on Mortgage for or towards the Payment of the same Mortgages, Incumbrances, and Debts, or any of them, or any Part thereof respectively, and in or towards the Payment and

Discharge of the said Costs and Expences therein-before provided for, and in or towards the raising and Payment to the said *Charles Chadwick* and his Assigns, during his Life and the Continuance of the Trust now in recital, of the annual Sum of Six hundred Pounds for his and their own Benefit, and (subject and without Prejudice to the said annual Sum of Six hundred Pounds) to the said *Hugo Malveysin Chadwick* and his Assigns during his Life and the Continuance of the Trust now in recital of the annual Sum of Three hundred Pounds for his and their own Benefit; and after the Decease of the Survivor of them the said *Charles Chadwick* and *Hugo Malveysin Chadwick*, to or for the Use or Benefit of such other Person as should for the Time being during the Continuance of the Trust now in recital be entitled to the Freehold or Inheritance in Possession of the same Manors, Lands, and Hereditaments of any such annual Sum not exceeding Seven hundred Pounds, at such Times and in such Manner as the said Trustees or Trustee for the Time being should think proper; each of which annual Sums to be paid, without any Deduction or Abatement whatsoever, by equal half-yearly Payments on the Days therein mentioned, with a Power to the Trustees or Trustee for the Time being of the said Term of Five hundred Years, in case the annual Income of the said *Hugo Malveysin Chadwick*, including the annual Sum by the Indenture now in recital directed to be paid to him, should at any Time not amount to Two thousand Pounds, to supply the Deficiency from Time to Time during the Life of the said *Charles Chadwick* to the Extent of Two hundred Pounds, and after his Decease to the Extent of Three hundred Pounds only in any One Year, out of the Rents, Issues, and Profits of the said Manors, Lands, and other Hereditaments, if the same Trustees or Trustee should think proper; and with a Direction that in case the annual Income of the said *Hugo Malveysin Chadwick*, including the annual Sum by the Indenture now in recital directed to be paid to him, should exceed the Sum of Two thousand Pounds in any One Year, then so much of the said annual Sum of Three hundred Pounds thereby directed to be paid to him as aforesaid as should cause such Excess should not be raised and paid; and as to so much of the said Rents, Issues, and Profits as should remain after answering all the Trusts aforesaid, should apply the same in or towards the Discharge, in such Manner as the said Trustees or Trustee for the Time being should think proper, of the Costs or Expences which might at any Time or Times during the Continuance of the Trusts now in recital be incurred on account of or relating to the repairing, amending, or new-building of the Mansion Houses and Buildings then standing or thereafter to be erected upon any Part or Parts of the said Manors, Lands, and Hereditaments; and, lastly, in or towards the Payment and Discharge of the said several Mortgages, Incumbrances, and Debts, or of any Sum or Sums of Money which should or might be borrowed on Mortgage for discharging the same Mortgages, Incumbrances, and Debts, or any of them, or any Part thereof respectively, under the Trust of Direction therein-before in that Behalf contained, such Payments of Principal to be made in such Order and Manner as to the said Trustees or Trustee for the Time being should from Time to Time seem expedient; and in the Indenture now in recital are contained

contained various Powers enabling the said *James Palmer, George Webb, and Walter Landor*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, to fell Timber, and to make Leases not exceeding Fourteen Years, and to give Powers of Management and Rights of sporting to the said *Charles Chadwick* during his Life, and afterwards to the said *Hugo Malveysin Chadwick* during his Life, and to insure Buildings, and pull down and repair Buildings, and make Alterations and Improvements, and make Allowances to Tenants, Bailiffs, and others, and generally to act in the Management of the said Trust Estate in all respects and with the same Powers as the said *Charles Chadwick* might have done in his own proper Person if the Indenture now in recital had not been executed: Provided always, and it is thereby further agreed and declared, that it should be lawful for the said *James Palmer, George Webb, and Walter Landor*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at their and his Discretion, subject and without Prejudice to the Trusts aforesaid, from Time to Time to permit the Rents, Issues, and Profits of the Manors, Lands, and Hereditaments comprised in the said Term of Five hundred Years to be received by the Person or Persons who should for the Time being be entitled to the same Manors, Lands, and Hereditaments in Remainder immediately expectant upon the Determination of the same Term: Provided always, and it is thereby further agreed and declared, that when all the Trusts of the said Term of Five hundred Years should have been performed, or have become unnecessary or incapable of effect, and the Costs attending the Execution of such Trusts should have been fully satisfied, then the same Term should (subject nevertheless and without Prejudice to any Mortgage, Lease, or other Disposition which should or might have been made under the aforesaid Trusts,) absolutely cease and determine; and in the said Indenture is contained the usual Provision that the Receipts in Writing of the Trustees or Trustee for the Time being should be sufficient Discharges for any Sum or Sums of Money paid to them or him under or by virtue of the Indenture now in recital, or in or about the Execution of any of the Trusts or Powers therein-before declared or contained; and in the same Indenture are contained certain other Powers and Provisions relative to the Investment of the said Trust Monies until the same should be actually applied, and for other Purposes; and (amongst others) a Power for the said *Charles Chadwick* during his Life, and after his Decease for the surviving or other the Trustees or Trustee for the Time being respectively, or the Executors or Administrators of the last surviving Trustee, in the Manner therein mentioned, from Time to Time to appoint a new Trustee or new Trustees in the Stead of any Trustee or Trustees dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act in the Trusts of the Indenture now in recital, with the usual Direction for vesting the Trust Estates and Premises in the new and continuing Trustees jointly, or in the new Trustees or Trustee solely, as the Case might happen, and a Declaration that every new Trustee should have the same Powers and Authorities as if he had been appointed a Trustee in the Indenture now in recital: And whereas the said *Charles Chadwick* duly made, signed, and published

published his last Will and Testament in Writing bearing Date the Sixteenth Day of *July* One thousand eight hundred and twenty-nine, and thereby, after reciting that under or by virtue of certain Indentures of Lease and Release bearing Date the Twenty-ninth and Thirtieth Days of *June* then last past, meaning the herein-before in part recited Indenture of Release and the Lease for a Year on which the same is grounded; all his the said Testator's Manors and Freehold Messuages, Lands, Tenements, and Hereditaments, situate and being in the several Counties of *Stafford, Warwick, Derby, and Lancaster*, and elsewhere (except his Real Estates in *Colton* in the County of *Stafford*), stood limited and assured, subject to the several Charges and Incumbrances thereon, to the Use of the said *James Palmer, George Webb, and Walter Landor*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence from the Day next before the Day of the Date of the said Indenture of Release, upon the Trusts and for the Intents and Purposes therein mentioned or declared, and subject thereto, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations; as he the said Testator should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment to be by him duly executed, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and to be attested by Three or more credible Witnesses, from Time to Time direct, limit, or appoint, with such Remainders and Limitations, in default of such Direction, Limitation, or Appointment, as in the said Indenture of Release are expressed and contained; and after noticing the Nature of the Trusts of the said Term of Five hundred Years he the said *Charles Chadwick*, in pursuance and in execution of the Power given or reserved to him by the said Indenture of Release, and of all other Powers or Authorities enabling him in that Behalf, did thereby give, devise, direct, limit, and appoint, that in case his Son the said *Hugo Malveysin Chadwick* should die leaving no lawful Issue or Descendants of his Body him surviving, or in case of his leaving such Issue or Descendants, all such Issue and Descendants should die within Twenty-one Years and Nine Months after his Death under the Age of Twenty-one Years, then the said Testator gave and devised all his Real Estates whatsoever and where-soever, both Freehold and Copyhold, unto and to the Use of his the said Testator's Kinsman *Charles Chadwick* of *Manchester* (a lineal Descendant of *Jordan Chadwick* deceased) and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Charles Savage Landor* and *Richard Greene* and their Heirs during the natural Life of the said *Charles Chadwick* of *Manchester*, upon the usual Trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son and Sons of the Body of the said *Charles Chadwick* of *Manchester* severally and successively in Tail Male; with Remainder to the Use of the First and every other Daughter and Daughters of the Body of the said *Charles Chadwick* of *Manchester* severally and successively in Tail Male; with Remainder to the right Heirs of the said *Charles Chadwick* of

Will of
Charles
Chadwick,
16th July
1829.

[Private.]

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Manchester

Manchester for ever: And whereas the said *Charles Chadwick* the Testator departed this Life on or about the Twenty-ninth Day of *July* One thousand eight hundred and twenty-nine without having revoked or in anywise altered his said in part recited Will, leaving the said *Hugo Malveysin Chadwick* his only Child and Heir at Law: And whereas the said *Hugo Malveysin Chadwick* intermarried with *Eliza Catherine Chapman* in the Month of *June* One thousand eight hundred and twenty-six, and there are Issue of the said Marriage Three Children and no more, that is to say, *Elizabeth Catherine Chadwick*, *Laura Isabella Louisa Chadwick*, and *John De Heley Chadwick*, all of whom are Infants under the Age of Twenty-one Years: And whereas the said *Charles Chadwick* of *Manchester* intermarried with *Eliza Dale* in the Month of *February* One thousand eight hundred and seventeen, and there are Issue of the said Marriage Four Children and no more, that is to say, *Charles Chadwick*, *William Chadwick*, *George Senior Chadwick*, and *Sarah Chadwick*, all of whom are Infants under the Age of Twenty-one Years: And whereas the said *John Webb* (the Mortgagee named in the herein-before in part recited Indentures of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen) duly made and published his last Will and Testament in Writing bearing Date on or about the Twentieth Day of *January* One thousand eight hundred and twenty-seven, attested by Two Witnesses only, and thereof appointed the Reverend *Joseph Webb* Clerk and *Edward Blackett Roberts*, Ship Owner, Executors, and the said *John Webb* departed this Life on or about the Twenty-fifth Day of *May* One thousand eight hundred and twenty-eight, intestate as to Real Estates vested in him by way of Mortgage, and leaving the said *Joseph Webb* his eldest Son and Heir at Law; and the said Will of the said *John Webb* was, on or about the Twenty-fourth Day of *September* One thousand eight hundred and twenty-eight, duly proved by the said *Joseph Webb* and *Edward Blackett Roberts* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Indenture of Assignment and Release bearing Date on or about the Twenty-second Day of *March* One thousand eight hundred and thirty-three, (grounded, so far as the same operated as a Release, on a Lease for a Year bearing Date the preceding Day,) and made or expressed to be made between the said *Joseph Webb* of the First Part, the said *Joseph Webb* and *Edward Blackett Roberts* of the Second Part, and the Reverend *Humphrey Jackson*, a Fellow of *Saint John's College* in the University of *Cambridge*, of the Third Part, after reciting, amongst other Things, that the said Sum of Six thousand Pounds still remained due and owing upon the said Security of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, and that the said *Joseph Webb* and *Edward Blackett Roberts* were in want of the said Sum of Six thousand Pounds, and that the said *Humphrey Jackson* had agreed to advance the same on having an Assignment and Transfer made to him of the said Mortgage Debt and of the Hereditaments comprised in the said in part recited Indentures of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, in manner therein-after mentioned, it is by the Indenture now in recital witnessed, that in consideration of the Sum of Six thousand Pounds

to

Transfer of
Mortgage,
21st & 22d
March 1833.

to the said *Joseph Webb* and *Edward Blackett Roberts* paid by the said *Humphrey Jackson*, they the said *Joseph Webb* and *Edward Blackett Roberts*, as such Executors as aforesaid, did assign unto the said *Humphrey Jackson*, his Executors, Administrators, and Assigns, all that the said Principal Sum of Six thousand Pounds secured or intended to be secured by the said in part recited Indentures of Lease and Release of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, and all Interest thenceforth to grow due in respect of the same, to hold the same unto the said *Humphrey Jackson*, his Executors, Administrations, and Assigns; and it is by the Indenture now in recital further witnessed, that for the Consideration aforesaid the said *Joseph Webb* (with the Privity and Consent of his Co-executor the said *Edward Blackett Roberts*) did bargain, sell, and release unto the said *Humphrey Jackson* and his Heirs all and singular the Messuages or Tenements, Farms, Lands, and Hereditaments, comprised in and conveyed or intended to be conveyed by the said in part recited Indentures of Lease and Release of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, with the Appurtenances, to hold the same unto and to the Use of the said *Humphrey Jackson*, his Heirs and Assigns for ever, subject nevertheless to such Right and Equity of Redemption as the same Hereditaments were then subject to by virtue of the said in part recited Indenture of Release of the Sixteenth Day of *April* One thousand eight hundred and fourteen: And whereas the said Two Principal Sums of Six thousand Pounds and Three thousand Pounds are respectively still due and owing upon or by virtue of the aforesaid in part recited Mortgage Securities, and are respectively Part of the Mortgage Debts particularized in the Schedule to the said Indenture of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and directed to be paid under the Trusts of the Term of Five hundred Years created by the same Indenture: And whereas none of the Debts and Incumbrances particularized in the Schedule to the said Indenture of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and thereby directed to be paid under the Trusts of the Term of Five hundred Years thereby created, (other than and except the aforesaid Two several Mortgage Debts or Sums of Six thousand Pounds and Three thousand Pounds,) are charged upon or affect such Part of the Hereditaments comprised in the said last-mentioned Indenture as are situate within the Parish of *Rochdale* in the County of *Lancaster*, except so far as the same Incumbrances are by the said Indenture made to charge or affect the same Hereditaments, together with the other Hereditaments comprised in the same Indenture, under or by virtue of the Trusts therein declared and herein-before mentioned or referred to of and concerning the said Term of Five hundred Years: And whereas such of the Messuages or Tenements, Erections and Buildings, and Premises or Parcels of Land and Hereditaments comprised in and released by the herein-before in part recited Indenture of Release of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, as are situate within the said Parish of *Rochdale* in the County of *Lancaster*, are particularized in the Three several Parts or Divisions of the Schedule to this Act, and the First Part or Division of the said Schedule contains a

Particular

Particular or Description of such of the same Messuages or Tenements, Erections, and Buildings, and Pieces or Parcels of Land and Hereditaments, as are also comprised in the said in part recited Indentures of Lease and Release of the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and fourteen, and the Security thereby made, and are usually called or known as the *Sladen* Estate; and the Second Part or Division of the said Schedule contains a Particular or Description of such of the same Messuages or Tenements, Erections and Buildings, and Pieces or Parcels of Land and Hereditaments, as are also comprised in the said in part recited Indentures of Lease and Release of the Twenty-ninth Day of *February* and the First Day of *March* One thousand eight hundred and twenty, and the Security thereby made, and are usually called or known as Part of the *Healey* Estate; and the Third Part or Division of the said Schedule contains a Particular or Description of such of the same Messuages or Tenements, Erections and Buildings, and Pieces or Parcels of Land and Hereditaments as are not comprised in the said Two several last-mentioned Mortgage Securities or either of them, and comprise such Part of the Remainder of the said *Healey* Estate as is of Freehold Tenure: And whereas the Town and Neighbourhood of *Rochdale* within the said Parish of *Rochdale* is a large manufacturing District, and the Population of the said Parish hath for some Time past been and now is greatly increasing, and in consequence thereof there exists a great Demand for Land within the said Parish to be used for Building Purposes: And whereas it is usual and customary in the Neighbourhood of *Rochdale* aforesaid to convey Lands and Hereditaments in Fee Simple; or to demise them for very long Terms of Years to Builders and others for the Purposes of building, and for other Purposes of general Improvement connected with building, at and under an adequate yearly Rent, instead of disposing of such Lands for the Purposes aforesaid by way of absolute Sale for a principal Sum according to the usual Manner of selling Real Estates, and accordingly Persons may in many Instances be readily found who will become the Grantees or Lessees of eligible Building Ground in and about *Rochdale* aforesaid, upon such Terms as are before mentioned, although it may be and generally is found difficult to sell any such Ground for the same Purposes for a Principal Sum or Sums of Money, or to procure any Persons to become the Lessees thereof for such Purposes for the Term of Sixty Years (which is the longest Term authorized to be granted for such Purposes by the said Indenture of Release of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine), or even for the usual Building Term of Ninety-nine Years: And whereas all or the greater Part of the Lands and Hereditaments comprised in the Schedule to this Act, from the Situation thereof, are or in a short Time may become particularly eligible for Building Purposes, and it would be highly and permanently beneficial for the Persons who (subject to the Trusts of the said Term of Five hundred Years) are interested in the same Lands and Hereditaments under the Limitations contained in the said in part recited Indenture of Release of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and the said Will of the said *Charles Chadwick* the Testator, and also would facilitate the early Payment and Discharge of the said Two several

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Mortgage

Mortgage Debts or Sums of Six thousand Pounds and Three thousand Pounds, and also of such of the several Mortgages, Debts, and other Incumbrances directed to be paid under the Trusts of the said Term of Five hundred Years as still remain unpaid, if various Powers were granted with a view to the Objects aforesaid; but by reason of the Limitations and Trusts to which the same Lands and Hereditaments are subject by virtue of or under the said Indenture of Release of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and the said Will of the said *Charles Chadwick* the Testator, respectively, and of the limited Powers of leasing given by the said Indenture of Release, the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Hugo Malveysin Chadwick*, on behalf of himself and his Infant Children the said *Elizabeth Catherine Chadwick*, *Laura Isabella Louisa Chadwick*, and *John De Heley Chadwick*, the said *James Palmer*, the said *George Webb*, and the said *Walter Landor*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 *Hugo Malveysin Chadwick* during his Life, and after his Decease for the Person or Persons who for the Time being may, under or by virtue of the Limitations contained in the said recited Indenture of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and the said in part recited Will of the said *Charles Chadwick* the Testator, or either of them, be beneficially entitled in Possession (subject to the said Term of Five hundred Years, and to the Trusts thereof,) to the Rents, Issues, and Profits of the said Manors, Lands, and other Hereditaments released or expressed to be released by the said last-mentioned Indenture, or which shall be then subject to the Uses of the said Indenture and Will in case such Person or Persons shall be of the full 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 full 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); but as to all the said several Persons, with the Consent of the said *James Palmer*, *George Webb*, and *Walter Landor*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, so long as any of the Trusts thereof shall continue unperformed and not discharged (such Consent to be testified by some Writing under their or his Hands and Seals or Hand and Seal), by One or more Indenture or Indentures to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by One, Two, or more credible Witness or Witnesses, at any Time or Times and from Time to Time to grant and convey in Fee Simple, or demise or lease for Nine hundred and ninety-nine Years, or any other Term or Number of Years, all or any Part or Parts of

Power to
make Grants
in Fee, and
to grant Build-
ing Leases
for 999 Years.

[Private.]

the Pieces or Parcels of Land or Ground and Hereditaments particularly mentioned in the Schedule to this Act, to any Person or Persons who shall be willing substantially to complete and finish or improve or repair the Houses, Manufactories, or other Buildings (if any) then standing or being on the Grounds so to be granted or demised, or any of such Houses, Manufactories, or other Buildings, or to erect and build any House or Houses, Manufactory or Manufactories, or other Buildings, on any Ground whereon no Buildings shall be then standing, or who shall be willing to annex any Part or Parts of the said Ground for Gardens, Yards, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the said Lands and Grounds hereby authorized to be granted and demised, or any Part thereof, or any adjoining Lands or Grounds, or otherwise substantially to improve the said Grounds and Premises, or any Part 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 Ground in such Grants or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on, and with or without Liberty to the Grantee or Grantees, Lessee or Lessees, to set out and allot any Part or Parts of the Premises to be comprised in any such Grant or Lease as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, 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 with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to dig and make in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Roads, Ways, Avenues, or Passages as aforesaid, any Arches, Cellars, Areas, or other Easements to any present or future Houses or Buildings, and also with or without Liberty for the Grantee or Grantees, Lessee or Lessees, to dig, take, and carry away in and out of the Land or Ground to be comprised in his, her, or their Grant or respective Grants, or Lease or respective Leases, 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 to dig and excavate any Building Stone, Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Grants or Leases, and to manufacture such Earth, Clay, Loam, Sand, and Soil into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid, and also with or without any other Liberties or Privileges which to the Person or Persons for the Time being exercising this present Power shall seem reasonable; so as in every such Grant, Lease, or Demise there be reserved and made payable (except in those Cases where a Peppercorn Rent may be reserved according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which in the Opinion of the Person or Persons for the Time being exercising this present Power can at the Time of the making or granting of any such Grant or Lease, and considering the Nature and Circumstances of the Case, be obtained or reasonably expected for the same; and such Rent or Rents as to such Part or Parts of the said Premises as shall be granted in Fee as aforesaid to be reserved or made to arise

and become payable either by way of Reservation in Fee-farm or by way of Limitation of Use, and so as the Rent or Rents to be reserved on any such Grant, Lease, or Demise (whether in Fee or for Years) be made payable half-yearly or oftener; and so that every such Grant, Lease, or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of the making or granting of the same; and so that in every such Grant in Fee there be contained Powers of Distress and Entry, and of Perception of Rents and Profits for recovering and enforcing the Payment of the Rent or Rents thereby made payable; and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings finished, erected, or built, there shall be contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, to complete and finish or erect and build the Houses, Manufactories, Erections, or Buildings which may be agreed to be completed and finished or erected and built (if not then already done) within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby granted such Houses, Manufactories, Erections, and Buildings; and so as in every such Grant, Lease, or Demise made for the Purpose of having Buildings repaired or rebuilt there shall be contained a Covenant on the Part of the Grantee or Grantees, Lessee or Lessees, substantially to rebuild or repair within a Time to be specified for that Purpose the Buildings agreed to be rebuilt or repaired, and to keep the same in repair; and so as in every such Grant, Lease, or Demise, whether for building or repairing or otherwise, there be contained on the Part of the Grantee or Grantees, Lessee or Lessees, a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises to be respectively comprised in such Grant, Lease, or Demise; and also a Covenant for keeping the Houses, Manufactories, or other Buildings erected and built or to be erected and built or repaired on the Premises to be therein comprised, insured from Loss or Damage by Fire, in the Amount of Three Fourths at least of the Value thereof, in some or One of the public Offices of Insurance in *England*, in the joint Names of the Grantors and Grantees or Lessors and Lessees; and to lay out the Money to be received by virtue of such Insurance and all such other Sums of Money as shall be necessary in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, or Buildings as shall be destroyed or damaged by Fire; and also to surrender the Possession of and leave in good Repair the Houses, Manufactories, Erections, and Buildings to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Grant or Lease there be contained a Power for the Person or Persons who shall for the Time being be entitled to the Receipt of the Rent or Rents to be reserved or limited and made payable in and by such Grant or Lease, his, her, or their Surveyors and Agents, to enter upon the Premises and inspect the Condition thereof; and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved or limited (unless the same shall be a Peppercorn) for

for the Space of Twenty-one Days next after the same shall become payable, in case there shall not be a Distress or Distresses found on the Premises granted or demised sufficient to pay the Rent then due and the Costs of such Distress or Distresses; and also a Proviso or Condition of Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in such Grant, Lease, or Demise on the Part of the Grantee or Grantees, Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, and any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Grants or Leases of a similar Description, which shall appear reasonable to the Person or Persons who for the Time being shall or may exercise the said Power of granting or demising; and with or without a Proviso (as to the Person or Persons making or granting each such Grant, Lease, or Demise shall seem fit), that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Grant, Lease, or Demise, or of the Estate or Interest or Term thereby granted, or give any Right of Re-entry, unless or until 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, and so as the respective Grantees or Lessees execute Counterparts of their respective Grants or Leases.

All Grants
and Leases
shall be
binding.

II. Provided always, and be it further enacted, That every Grant and Lease which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity on the said *Humphrey Jackson* and *William Bourne* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all other Persons claiming any Estate or Interest or Charge in or upon the Premises comprised in such Grant or Lease respectively in respect of the Two several Mortgage Securities for Six thousand Pounds and Three thousand Pounds herein-before in the Recitals of this Act noticed or referred to, or either of them, and also on the said *Hugo Malveysin Chadwick* and his Assigns, and the said *James Palmer*, *George Webb*, and *Walter Landor*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, and other the Trustees or Trustee of the said Term of Five hundred Years, and all other Persons having or claiming or who shall or may have or claim any Use, Trust, Estate, Interest, Charge, or Benefit in, upon, or out of the same Premises or any Part thereof under the Trusts of the said Term of Five hundred Years, or under the Limitations contained in the said in part recited Indenture of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, or the said Will of the said *Charles Chadwick* the Testator, and also upon the Heirs of the said *Charles Chadwick* the Testator, to all Intents, Effects, Constructions, and Purposes whatsoever; and that the Right to receive the Rent or Rents to be reserved or limited and made payable upon any Grant or Lease to be made or granted in pursuance of this Act, and the Right to take advantage of any Condition of Re-entry to

to be contained in any such Grant or Lease, or of any Forfeiture of the Estate or Interest or Term conferred by such Grant or Lease, 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 have been entitled to the Possession of the Lands and Hereditaments comprised in such Grant or Lease in case the same Grant or Lease had not been executed.

III. And be it further enacted, That the several Conditions in this Act particularly mentioned, and hereby directed or authorized to be inserted in each Grant or Lease to be made in pursuance of this Act, 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 Lands or Hereditaments to be granted or demised in pursuance of the Provisions of this Act, then from and after the making of such Entry the Lands and Hereditaments comprised in the Grant or Lease which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and be subject to such Uses, Estates, Interests, Trusts, Intents, Purposes, Provisoes, Agreements, and Declarations at Law and in Equity, as the same Premises would at the Time of making such Entry have been vested in and subject to in case the same Premises had never been so granted or leased as aforesaid.

For giving Effect to Conditions in Grants and Leases, and to Entries to be made thereupon.

IV. Provided always, 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, (but with the Consent of the said *James Palmer, George Webb, and Walter Landor*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, so long as any of the Trusts of the said Term shall continue unperformed and not discharged, such Consent to be testified as herein-before is mentioned,) to lay out and appropriate any Part or Parts of the Lands and Grounds herein-before authorized to be granted or demised as and for a Way or Ways, Yard or Yards, Garden or Gardens, to the Buildings erected and built or to be erected and built on any of the same Lands or Grounds or on any of the adjoining Lands or Grounds so to be granted or demised as aforesaid, or for Yards or Places necessary or convenient for carrying on any Manufacture or Trade, and also to appropriate any Part of the same Lands and Grounds as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or otherwise for the general Improvement of the Estate, and the Accommodation of the Grantees, Lessees, Tenants, and Occupiers thereof, in such Manner as shall be mentioned and agreed upon in any Grant, Demise, or Lease to be made or granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Person or Persons for the Time being herein-before authorized to make Grants and Leases as aforesaid (and to be made with such

Ground may be appropriated for Yards, Gardens, Streets, &c. by any Grants or Leases, or by Deeds to be enrolled.

[*Private.*]

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Consent

Consent as last aforesaid), and to be enrolled in One of His Majesty's Courts of Record at *Westminster* within Six Months from the Date of any such general Deed, and also by such Grant or Grants, Lease or Leases, or general Deed or Deeds, to give such Privileges and other Easements as such Person or Persons shall deem reasonable or convenient.

Contracts
may be
entered into
for granting
Leases.

V. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make such Grants, Leases, or Demises as aforesaid; (but with the Consent of the said *James Palmer*, *George Webb*, and *Walter Landor*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, so long as any of the Trusts thereof shall continue unperformed and not discharged, such Consent to be testified as herein-before is mentioned,) to enter into any Contract or Contracts in Writing for making any Grant, Lease, or Demise of all or any Part or Parts of the said Ground and Premises herein-before authorized to be granted, leased, or demised, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any Land or Buildings so agreed to be granted or demised, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts; by One or more Indenture or Indentures to grant or demise and lease the Lands and Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Heirs, Executors, Administrators, or Assigns, or to such Person or Persons (to be approved of by the Person or Persons for the Time being hereby authorized to make Grants or Leases as aforesaid) as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Estate or Interest or Term or Terms to be specified in such Contract or Contracts, and in such Parcels and under such Portions of the yearly Rent or Rents to be 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 to the whole Rent in the Contract agreed to be reserved or limited and made payable 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 Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Grant or Lease when fit for Habitation and Use; and (if the Person or Persons who shall enter into such Contract or Contracts shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited and made payable in the Grants or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land and Premises thereby agreed to be granted or demised, and that the Residue thereof shall be granted or demised at the yearly Rent of a Peppercorn either before or after the full
Rent

Rent specified in such Contract or Contracts shall have been reserved or limited in any Grant or Grants, Lease or Leases, to be made or granted, 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 agreed to be reserved or limited and made payable shall have been reserved or limited in the Grant or Grants, Lease or Leases, to be made or granted of a competent Part or competent Parts of the Land or Ground and Premises thereby agreed to be granted or demised, the Residue thereof (if any) shall be granted or demised by One or more Grant or Grants, Lease or Leases, at the yearly Rent of a Peppercorn; and, in case of Grants to be made or Leases to be granted subject to the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly Rents in or by such Contract or Contracts agreed to be reserved or limited and made payable 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 thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, Regard being had to the Quantity of Land or Ground from Time to Time agreed to be granted or demised, and the Progress of the Buildings stipulated to be erected thereon, and to agree that when and as any Grant or Grants shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Land or Ground and Premises so contracted to be granted or leased, the Land or Ground 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, Part or Parts of the Land or Ground and Premises comprised in such Contract or Contracts, which 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 of granting and demising herein-before contained.

VI. Provided always, and be it further enacted, That in every Contract which shall be entered into in pursuance of this Act there shall be contained a Clause or Condition for vacating the same as to or for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be granted or demised as shall not have been actually granted or demised in performance of the same Contract, in case the same shall not be built on or rebuilt, repaired

Every Contract to contain a Clause of Re-entry.

or

or laid out, formed or improved, in the Manner in such Contracts stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Grant or Grants, Lease or Leases, ought to be made or granted pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed; and in default thereof such Contract shall, as to all the Premises not actually granted or leased in pursuance of the same Contract, be void; and every such Contract shall be binding on all the Persons upon whom any Grant or Lease executed in pursuance of the Provisions of this Act would be binding, and shall be carried into execution by a Grant or Grants or Lease or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

On Recovery of Possession under any Clause of Re-entry, fresh Grants or Leases or Contracts may be made, granted, or entered into.

VII. And be it further enacted, That if the Possession of any of the Premises to be comprised in any Grant, Lease, or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in any such Grant, Lease, or Contract, 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 grant such Leases respectively as aforesaid, (but with the Consent of the said *James Palmer, George Webb, and Walter Landor*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, so long as any of the Trusts thereof shall continue unperformed and not discharged, such Consent to be testified as herein-before is mentioned,) to make Grants or grant Leases or enter into Contracts for making Grants or granting Leases, and afterwards to make Grants or grant Leases of the same Premises respectively under the Powers and Authorities herein-before contained, in the same Manner as if no Grants or Leases or Contracts for Grants or Leases thereof had been previously made, granted, or entered into.

New Agreements may be entered into with Persons having Contracts by way of Addition to or Explanation of such Contracts.

VIII. Provided always, 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 grant Leases respectively as aforesaid; (but with the Consent of the said *James Palmer, George Webb, and Walter Landor*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, so long as any of the Trusts thereof shall continue unperformed and not discharged, such Consent to be testified as herein-before is mentioned,) from Time to Time to enter into any new Covenant or Covenants or Agreement or Agreements not inconsistent with the Object or Intention of the original Contract or Contracts with any Person or Persons with whom any Contract

or

or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept or agree for a Surrender of all or any Part or Parts of the Hereditaments comprised in any such Contract or Contracts; and the Hereditaments to be surrendered in pursuance of any Agreement in that Behalf may be contracted and agreed to be granted or leased, and afterwards granted or leased under the Powers and Authorities herein-before contained, in the same and like Manner as if no Contract or Contracts for granting or leasing the same had been previously entered into or executed.

IX. Provided always, and be it further enacted, That every Grant to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it should have been preceded by and should purport to 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 preceding Contract; provided that such Grant or Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Grants and Leases hereby authorized to be made and granted, and that after any Grant or Lease shall have been executed the Contract for such Grant or Lease 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.

After the Execution of any Grant or Lease, the Articles or Contract not to form any Part of the Evidence of Title.

X. Provided always, 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 granting any Lease in pursuance of this Act, acknowledging that he or they has or have received the Counterpart of such Grant or Lease, and signed by such Persons or Person, and indorsed on the Indenture of Grant or Lease, shall be full and conclusive Evidence that such Counterpart has been duly executed.

Receipt for Counterpart of Grant or Lease to be Evidence of Execution of Counterpart.

XI. Provided also, and be it further enacted, That this Act shall not nor shall any thing herein contained be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Powers of leasing and other Powers given by the said recited Indenture of the Thirtieth Day of June One thousand eight hundred and twenty-nine, or any of them, except so far as the same may be de-

Act not to affect Powers given by the Trust Deed of 1829.

[Private.]

feated or affected by the Exercise of any of the Powers given by this Act,

General
Saving.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Humphrey Jackson* and *William Bourne* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, Interest, or Charge of, in, to, or upon the said Hereditaments by this Act authorized to be granted and demised under or in respect of the said Two several herein-before in part recited Mortgage Securities, or either of them, and the said *James Palmer*, *George Webb*, and *Walter Landor*, their Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, and all Persons whomsoever claiming or to claim any Interest, Charge, or Benefit by virtue of or under the Trusts of the said Term of Five hundred Years, and their respective Heirs, Executors, Administrators, and Assigns, and the said *Hugo Malveysin Chadwick*, his Heirs and Assigns, and all and every the Sons and Daughters of the said *Hugo Malveysin Chadwick* lawfully begotten or to be begotten, and the Heirs Male and Heirs of their respective Bodies, and the said *Charles Chadwick* of *Manchester*, his Heirs and Assigns, and all and every the Sons and Daughters of the said *Charles Chadwick* of *Manchester* lawfully begotten or to be begotten, and the Heirs Male and Heirs of their respective Bodies, and the Heirs of the said *Charles Chadwick* the Testator, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge at Law or in Equity of, in, to, or upon the Hereditaments hereby authorized to be granted and demised, or any of them, by virtue of or under the herein-before in part recited Indenture of the Thirtieth Day of *June* One thousand eight hundred and twenty-nine, and the said in part recited Will of the said *Charles Chadwick* the Testator, or either of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Hereditaments hereby authorized to be granted and demised, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Expences of
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 *James Palmer*, *George Webb*, and *Walter Landor*, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, out of the Trust Monies which have or shall come to their or any or either of their Hands under or by virtue of the said Indentures of the Twenty-ninth and Thirtieth Days of *June* One thousand eight hundred and twenty-nine, in preference to any other Payment whatsoever.

XIV. And be it further enacted, That this Act shall be printed by the several Printers to the King'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 to be printed by the King's Printers.

"The

The SCHEDULE to which the foregoing Act refers.

PART THE FIRST,
BEING THE SLADEN ESTATE.

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	A House called the Lightollers, with Buildings, Yards, small Croft, and Road leading thereto	- - -	0	2	21
	The Well Butts	- - -	1	0	15
	The nearer Whiterhode, Part of Great Blatchenworth, and Part of further Whiterhode	- - -	6	2	19
	Lower Blatchenworth and Remainder of further Whiterhode, including Brook	- - -	2	0	2
	Road in ditto	- - -	0	0	34
	Remainder of Lower Blatchenworth and Higher Blatchenworth	Edmund Kershaw	2	2	13
	Remainder of Great Blatchenworth	- - -	2	0	14
	Part of Ortrhode	- - -	1	0	28
	Remainder of the Ortrhode	- - -	1	1	16
	The Wood and Hare Park, including Brook adjoining	- - -	1	0	34
	The Rough and higher Bank, including Brook adjoining	- - -	4	2	23
	The Lower Bank	- - -	1	1	10
	Road through the Lower Banks	- - -	0	0	13
	The Nearer or Less Car	- - -	3	0	18
	The Further or Great Carr	- - -	3	3	35
	The Little Close	- - -	1	0	6
	Part of the Clough, including Brook and Rough	- - -	3	1	18
	Pool in the Clough	- - -	0	2	15
	The Close Bank	- - -	1	2	25
	The Close Meadow	- - -	2	2	15
	A House called the Close, with Buildings and Yard	Samuel Haigh	0	0	17
	The nearer Ley Field	- - -	2	2	8
	The further Ley Field	- - -	1	3	3
	The Hawke's Meadow	- - -	1	0	12
	The further Hawke's Meadow	- - -	1	3	26
	The Great Barn Field	- - -	2	2	39
	The Barn Close	- - -	0	3	14
Remainder of the Clough	- - -	0	2	17	
Part of Greenhalgh's Pasture or Intake	- - -	1	0	34	
A House called the Greenhalgh's, with Buildings, Yard, and Foldyard	William Crossley	0	0	15	
The Meadow and Croft	- - -	1	3	34	

Parish and County.	Description of Property.	Tenants.	Quantities.			
			A.	R.	P.	
County of Lancaster, Parish of Rochdale.	Part of Greenhalgh's Pasture	- - -	1	1	26	
	Part of Greenhalgh's Pasture	- - -	1	2	17	
	The New Field	- - -	1	0	6	
	Remainder of Greenhalgh's Pasture	- - -	7	3	1	
	Robin Pasture or Wood	- - -	25	0	24	
	The Great Pasture, including small Stream of Water	- - -	46	3	29	
	The Spodbins	- - -	3	1	17	
	The Sheepecote, or Hogcote Hill	- - -	1	0	18	
	The Rough Hey	- - -	3	2	6	
	The Higher Hogcote Hill, formerly Green Hey, Heyhead, and New Field	- - -	William Crossley	14	0	34
	A House called the Leech, with Buildings, Yard, &c.	- - -	- - -	0	0	8
	The Great Meadow	- - -	- - -	3	3	24
	The Croft	- - -	- - -	0	2	21
	The Croft or Horse Meadow, including Watercourse	- - -	- - -	1	3	10
	The Snoddle Hill and Lower Snoddle Hill	- - -	- - -	7	0	22
	Part of Lawton's Lower Rough	- - -	- - -	1	3	15
	Part of Lawton's Lower Rough, including Watercourse	- - -	- - -	3	2	26
	Part of Lawton's Lower Rough	- - -	- - -	0	3	12
	Part of Schofield's Lower Rough	- - -	- - -	2	0	32
	A House called Longley Hey, with Buildings and Yard	- - -	William Rigg	0	0	18
	The Meadow	- - -	- - -	1	2	22
	Well Field	- - -	- - -	1	2	10
	Remainder of Lawton's Lower Rough and the Bent, including Watercourse	- - -	- - -	5	2	9
	Part of the Upper Old Hey and Old Hey Bottom	- - -	- - -	5	3	5
	Upper Part of the Croft, including Watercourse	- - -	- - -	2	2	16
	Far Cote Field	- - -	- - -	3	3	7
	Lane adjoining	- - -	- - -	0	1	18
	Part of the Higher Rough	- - -	James and Samuel Kershaw	4	1	10
	A Public House, Cottage, and Garden	- - -	- - -	0	0	8
	Part of Road and open Space at Sladen Fold	- - -	- - -	0	0	19
	Lower Part of the Croft or Barn, Meadow, including Building	- - -	- - -	1	3	31
	The Red Earth	- - -	- - -	1	3	6
Upper and Lower Sladen Meadow	- - -	- - -	3	2	29	
Part of the Winnow Street, including Watercourse	- - -	- - -	8	1	7	
Part of the Upper Old Hey	- - -	- - -	5	2	10	
A House, Garden, and Cottage	- - -	- - -	0	0	5	
Building and Yard	- - -	- - -	0	0	6	
Part of Road and open Space at Sladen Fold	- - -	Alice Marsden	0	0	19	
Croft or Wall Croft	- - -	- - -	0	1	20	
Part of the Winnow Street	- - -	- - -	2	3	16	
Road through ditto	- - -	- - -	0	0	35	

[Private.]

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Part of the Higher Meadow	- - -	0	1	18
	Remainder of the Higher Meadow	- - -	0	3	34
	Tim Meadow and Mill Meadow	- - -	2	3	10
	The Stubble Hey	- - -	5	2	23
	Part of the Higher Rough	- - -	1	2	38
	Part of the Higher Rough	- - -	2	1	16
	Remainder of the Higher Rough	- - -	0	3	32
	Remainder of the Cote Field	- - -	2	0	33
	Road	- - -	0	0	14
	A House, Building, and Croft	- - -	0	0	35
	Part of Road and open Space at Sladen Fold	- - -	0	0	19
	Great Calf Hey Meadow	- - -	1	2	28
	The Woodfield	- - -	0	3	16
	The Little Bank	- - -	0	0	26
	The New Bank	- - -	0	3	36
	The Barley Calf Hey	- - -	0	2	39
	The Little Meadow	- - -	1	0	6
	Allison Calf Hey	- - -	1	0	30
	Allison Calf Hey	- - -	1	0	34
	Allison's Houghs and Rough Calf Hey	- - -	3	3	24
	Long Hole	- - -	0	2	38
	Stoney Calf Hey	- - -	1	2	10
	Part of the Birches and Old Woodfield, with Stone Quarry therein	- - -	2	2	14
	Remainder of the Birches, Potatoe Bed and the Isaac Banks	- - -	2	2	2
	Road through ditto	- - -	0	0	24
	The Round Calf Hey	- - -	1	0	18
	Part of Calf Hey above the Lane	- - -	1	0	11
	Road through ditto	- - -	0	0	24
	Part of Lower Calf Hey	- - -	1	0	20
	Part of Higher Calf Hey	- - -	0	3	24
	Remainder of Higher Calf Hey	- - -	0	1	18
	A House, Building Yard, Garden, and Intake	- - -	0	1	21
	Remainder of Calf Hey above the Lane, and Remainder of Lower Calf Hey	- - -	0	3	8
	Part of Road and open Space at Sladen Fold	- - -	0	0	20
	Great Meadow and Lower Meadow	- - -	4	2	30
	The Hodge Road and Part of Woodfield	- - -	8	2	12
Road through ditto	- - -	0	0	22	
A House, Buildings, Yard, and Gardens	- - -	0	1	26	
Part of Lower Old Hey	- - -	3	0	39	
Part of Lower Old Hey	- - -	2	0	30	
Part of Lower Old Hey	- - -	1	1	24	
Remainder of Lower Old Hey	- - -	1	3	16	
Part of the Hotholes	- - -	0	3	35	
Stone Quarry adjoining	- - -	0	1	24	
Part of the Hotholes, Rough, &c., including Watercourse to Sladen Mill	- - -	1	0	16	
Road through ditto	- - -	0	0	21	
Brook in ditto	- - -	0	0	38	
Meadow, including Pool	- - -	0	3	3	

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Sladen Mill, Factory, a House, Buildings, Yard, Stack-yard, and Garden	- - -	0	2	34
	Meadow	- - -	0	1	34
	Millwood	- - -	1	3	26
	The Great Bank	- - -	1	1	22
	Part of the Lords Flatt Meadow and Mill Bank Meadow	- - -	3	3	9
	Remainder of the Lords Flatt Meadow	- - -	1	0	33
	Part of the Old Wood	- - -	2	0	18
	Part of the Old Wood, including River	- - -	2	0	0
	Remainder of the Old Wood	- - -	0	0	24
	Buildings and Garden	- - -	0	0	6
	Rake Yard	- - -	0	1	38
	The Hill End and Rooty Bank, including Stone Quarry	- - -	2	1	0
	Lower Rough	- - -	1	0	2
	Kiln Bank and the Road	- - -	3	0	22
	A House called Moor Road, with Buildings, Yards, Garden, and Cottage	Joseph Cryer -	0	1	0
	Upper Bare Hill	- - -	1	0	13
	The Bent or Intake	- - -	1	0	1
	The Scoutwood, with Stone Quarry therein	- - -	4	0	11
	Part of Lower Bare Hill and Tumbling Croft	- - -	2	3	0
	Stansfield Garden Head	- - -	0	0	37
	The High Rough or the Limed	- - -	0	3	36
	Part of Timbercliff Meadow	- - -	1	3	9
	Part of Timbercliff Meadow, including Brook	- - -	1	0	5
	Part of Timbercliff Meadow	- - -	0	2	34
	Part of Timbercliff Meadow	- - -	0	2	5
	Part of the Holme, including Two small Gardens	- - -	2	1	11
	Remainder of the Holme	- - -	0	0	23
	A House called the Home, with Buildings, Yard, and Gardens	Joseph Crossley -	0	0	26
	The Paddock	- - -	0	1	6
	Part of Great Wood	- - -	1	1	31
	Remainder of Great Wood	- - -	7	0	6
	Gardens taken from Great Wood	- - -	0	0	6
	The Stony Head, including Gardens taken from ditto	- - -	1	1	32
The Croy, including River	- - -	1	2	30	
Garden	- - -	0	0	2	
Clough Green	- - -	1	0	13	
Part of Stone Quarry	- - -	0	1	29	
Little Meadow Brow or Turf Hill	- - -	0	2	7	
Part of the Rough, and Part of Smithy Field	- - -	1	1	30	
A House called the Smithy, with Buildings, Yard, Garden, and Road	- - -	0	0	32	
Remainder of the Rough and Part of the Ridge	- - -	0	3	35	

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Part of the Clough Side and Part of the Ridge	- - -	0	3	7
	Remainder of the Ridge, including Two Gardens	- - -	0	2	15
	Little Green and Clay Field	John Lord	1	0	10
	Stoney Field, including Two Gardens	- - -	1	2	27
	Lower Limed	- - -	1	0	0
	The Rough	- - -	1	2	1
	The Higher Limed	- - -	1	2	27
	Slack Field	- - -	0	2	31
	A House called the Slack, with Buildings, Yard, &c.	- - -	0	0	14
	Field above the House, or Higher House Field	- - -	0	3	39
	The Meadow and Lower House Field	- - -	2	3	19
	Stoney Pike or Rough Pike	- - -	2	2	0
	Garden	- - -	0	0	18
	Garden	- - -	0	0	18
	Cross Hill Meadow	- - -	0	3	18
	Cross Hill	- - -	2	1	10
	Green Pike, including Garden	- - -	1	1	18
	A House and Garden	Charles Butterworth	0	0	6
	Three Gardens, Building, and Yard	John Marsden	0	0	14
	A Public House and Cottage	John Hadclough	0	0	6
	Two Cottages	William Cryer	0	0	3
	A House	Thomas Lord	0	0	4
	Three Cottages	Ann Cryer	0	0	5
A Public House and Cottage	Charles Kershaw	0	0	5	
Three Cottages	Samuel Kershaw	0	0	5	
Cottage	James Kershaw	0	0	2	

PART THE SECOND,

BEING PART OF THE HEALEY ESTATE.

King Meadow	- - -	- - -	3	2	2
Upper Rushy Meadow	- - -	- - -	3	2	22
Lower Rushy Meadow	- - -	James Ashworth	2	3	8
The Meadow and Land at Bottom	- - -	- - -	4	1	2
Little or Lower Bent	- - -	- - -	2	0	26
Higher Bent	- - -	- - -	3	0	9
Rough Bent	- - -	- - -	3	3	31
Renishaw Hole, including Rough	- - -	- - -	1	1	1
Renishaw Hole	- - -	Alice Lord	1	1	36
Renishaw Knowle	- - -	- - -	3	3	14
Smooth Bent	- - -	- - -	2	0	25
Part of Higher Field	- - -	- - -	3	3	9
A House and Yard	- - -	Commissioners of Turnpike Road	0	0	5
Part of Higher Field	- - -	- - -	2	1	31
Part of Lower Field, Part of Lower Meadow, and Part of Little Mercy Croft	- - -	- - -	3	3	32
Remainder of Lower Field and Remainder of Lower Meadow	- - -	Thomas Holland	1	0	22
The Lower Holme, including Wood	- - -	- - -	2	0	13

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Little Holme	- - -	0	0	37
	Little Mercy Croft	- - -	1	1	9
	Great Mercy Croft	- - -	3	2	39
	The Freeholds	William Jackson	6	0	35
	A House called Broadley Buildings, Yards, and Gardens	- - -	0	0	18
	A House, Garden, Mill, Factory, Buildings, Yard, Pool, &c., formerly Woodland	- - -	2	2	3
	The Higher Field, or Mill Farm Field	- - -	1	1	26
	A House called Hollin Hill, and Buildings	- - -	0	0	7
	The Great Meadow and Little Meadow	- - -	2	1	13
	Wicken Field	- - -	1	2	37
	The Carr Meadow and Carr Field, including Plantation	- - -	1	3	8
	Pool and Land adjoining, formerly the Moor Field	- - -	1	2	19
	Lower Moor Field, including Gardens Paddock	- - -	2	0	17
	Mill Factory, Pool, Goit Holme, and Mill Holme	Holt	0	1	33
	Two Cottages, Garden, and Croft, formerly the Slack Meadow	- - -	2	2	19
	Two Cottages	- - -	0	1	33
	Barn Meadow	- - -	0	0	3
	Warehouse and Two Cottages	- - -	1	2	10
	Tenter Bank	- - -	0	0	7
	Road	- - -	1	0	14
	Part of the Two Hollin Hill Field	- - -	0	1	16
	Drying House, Yard, &c. formerly the Long Holme	- - -	1	3	3
	The Round Holme, Rough Meadow, and Wood	- - -	0	1	25
	Brow Meadow or Hey	- - -	3	0	30
	Warehouse and Three Cottages	- - -	3	2	32
	Cottage and Garden	- - -	0	0	6
	Part of Tenter Field, or Hendin Folly	- - -	0	0	15
	The Intake	- - -	0	2	8
	Part of the Slack	- - -	0	1	13
	Far Hendin	- - -	0	2	12
	The Brow	- - -	1	2	17
	Three Cottages	- - -	0	3	22
	Croft	- - -	0	0	18
	Meadow	- - -	0	1	34
	The Brow	Mary Taylor	1	2	39
	The Herod	- - -	4	0	37
The Meadow	- - -	2	3	0	
Woodfield	- - -	2	2	28	
Remainder of the Slack, including Road	- - -	0	3	2	
Remainder of Intake	- - -	1	2	11	
Remainder of Tenter Field, or Hendin Folly	- - -	0	3	34	
Great and Little Fyrsties	- - -	2	3	22	
Marled Earth	- - -	6	1	5	
		3	2	36	

[Private.]

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Moor Field	John Rigg	2	3	26
	A House called the Hollands, with Building, &c.		0	0	14
	Great Meadow and Moor Field Meadow		4	2	30
	Great Ley Hill and Little Ley Hill		2	1	16
	The Croft		2	3	13
	The Wood		1	1	22
	Nearer Spout Field } formerly in one	John Lomax	1	2	26
	Further Spout Field }		1	3	14
	Long Field		0	3	20

PART THE THIRD.

BEING PART OF THE HEALEY ESTATE.

Plantation at the Bottom of the Marled Earth	In hand	0	1	22	
Plantation in the Marled Earth		0	0	14	
Plantation in the High Field		0	0	29	
Plantation in the High Field		0	0	22	
The Spring Gandy Bank and Healy Butts Plantation		3	0	26	
Plantation at Hendin Hill		1	0	6	
Plantation		0	0	26	
Plantation		1	1	23	
Plantation		0	1	4	
Little Rough Meadow		1	0	12	
Thrutch, or Healy Dean Wood		1	3	14	
The River Spoddin		4	0	24	
Hendin Shore, or Great Rough Meadow, including Rough		2	1	22	
Croft Bank, Rabbitt Bank, and Spaw Wood Plantation		4	1	20	
Ash Bank Plantation		2	1	9	
Plantation		0	1	30	
Plantation		1	2	2	
Fyrstyes Plantation		3	2	37	
Clay Road Wood, Little Wood, the Naze, and Hampit Plantation		11	2	35	
Plantation at Nicho Bank, including Road		2	0	24	
Plantation at the White Hill		0	0	10	
The Marled Earth		3	2	32	
Prickshaw Meadow		2	2	7	
Heald Meadow		5	1	38	
Garden		0	0	20	
Small Croft		0	0	32	
A House called Healy Cottage, with Buildings, Yards, Gardens, and Two Cottages		Mary Lomax	0	2	22
Part of the New Hay, including Pool			2	2	22
Remainder of the New Hay, Great Healed and Holly Butts			12	0	32
The High Field and Healy Butts			11	2	13
Warehouse and Garden adjoining			0	0	10

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Great Meadow Knowl	- - -	1	0	19
	The Nearer Hendin	- - -	4	3	31
	Healey Dean Fulling Mill, Buildings, Watercourse, and Road leading thereto	- - -	0	2	32
	The Croft Head	- - -	0	3	5
	Lane adjoining	- - -	0	0	19
	A House called Healey Hall, with Offices, Warehouses, Buildings, Garden, Barn, Croft Yard, and Two Cottages	- - -	1	1	31
	The Ccre and Acre Bank	- - -	6	1	38
	The Arey Meadow and Hall Meadow	- - -	3	1	32
	Two Cottages and Garden	- - -	0	0	15
	Coal Holme and Corn Dean	- - -	3	3	18
	Stone Quarry and Rough	- - -	1	0	13
	Three Cottages	- - -	0	0	6
	Three Cottages and Gardens	- - -	0	0	35
	Two Cottages	- - -	0	0	2
	Fourteen Cottages and Seven Gardens	- - -	0	0	19
	The Coppice Field	- - -	2	3	13
	Part of Great Dean, including Rough and Bank	- - -	2	1	5
	Mill, Factory, Warehouse, Workshops, Buildings, Yards, Pools, Road, &c., formerly the Two long Fields	- - -	4	3	36
	Two Cottages and Gardens	- - -	0	0	12
	Two Gardens	- - -	0	0	15
	The White Hill Colliery	- - -	0	0	12
	Part of further Hendin	- - -	2	2	19
	Stone Quarry and Road	- - -	0	1	28
	Road to Broadley Mill	- - -	0	1	8
	The Herod	- - -	2	0	33
	The Stoney Bank, or Old Limed	- - -	7	0	26
	Part of the New Bank, or New Limed	- - -	1	1	20
	Remainder of the New Bank, or New Limed	- - -	1	2	32
	The Red Earth	- - -	1	1	29
	The Rushy Meadow	- - -	1	0	27
	The Parrock	- - -	0	2	25
	Building, Garden, and Road	- - -	0	0	26
	A House and Garden	- - -	0	0	18
	Part of the Green	- - -	0	0	33
	Remainder of Stoney Bank	- - -	0	3	1
	Part of Michael's Meadow	- - -	1	2	0
	Remainder of Michael's Meadow	- - -	1	2	13
	The Meadow Head	- - -	2	2	26
	Garden	- - -	0	0	5
	Part of the Green	- - -	0	0	33
A House, Buildings, and Two Gardens	- - -	0	0	26	
Bernard's Meadow	- - -	3	3	14	
Little King's Field	- - -	2	0	3	
Marled Earth	- - -	1	3	0	
Old Lane and Brookcourse	- - -	0	0	22	
Kiln Croft	- - -	2	2	26	
Part of Great Crawshaw	- - -	1	3	7	
Part of Great Crawshaw	- - -	2	0	29	

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	Part of Long Crawshaw - - -	- - -	2	1	11
	Remainder of Long Crawshaw - -	- - -	2	3	35
	A House called Crawshaw, Buildings, and Yard - - -	William Ashworth	0	0	12
	Part of the Copyhold, or Old Side -		1	2	39
	Remainder of the Copyhold, or New Side - - -	- - -	3	2	33
	The Round Crawshaw - - -	- - -	2	0	33
	The Little Crawshaw - - -	- - -	2	0	6
	Remainder of Great Crawshaw - -	- - -	1	2	20
	A House, Cottage, and Garden - -	Alice Lord	0	1	2
	Part of the Green - - -		0	0	33
	The Further Renishaw - - -	- - -	3	0	6
	The Nearer Renishaw - - -	- - -	3	1	21
	Buildings and Garden - - -	- - -	0	0	26
	Part of the New Field, Part of the Birches and Portholes - - -	- - -	2	1	30
	A small Strip of Land on the West Side of the River - - -	- - -	0	0	13
	Great Holme - - -	- - -	1	2	12
	Mill, Factory, Buildings, and Pool -	- - -	1	0	7
	Patagreaves Shrogs - - -	- - -	0	3	33
	Part of Lower Meadow, Part of Lower Field, and Part of Little Mercy Croft - - -	Thomas Holland	1	3	29
	Part of Lower Meadow and Part of Lower Field - - -		1	3	18
	Part of the Lower Holme - - -	- - -	0	1	24
	Remainder of New Field, Part of Birches and Rough Bank - - -	- - -	2	2	6
	The Shrogs - - -	- - -	0	1	34
	Two Cottages - - -	- - -	0	0	3
	A House, Blacksmith's Shop, and Garden - - -	William Cockerill -	0	0	35
	A Public House called The Fullers Arms, Buildings, and Garden, with Five Cottages adjoining - - -	Howarth Haworth -	0	1	3
	Great Harper Road Field and Mare Field - - -	George Ormerod	4	1	7
	Little Harper Road Field, or New Meadow - - -		1	3	14
	A House called Harper Road, with Building, Yard, and Garden - - -	- - -	0	0	17
	Part of the Fyrsties or Bottoms - -	- - -	6	0	12
	The Little Meadow, Well Meadow, and Remainder of Ginger - - -	John Lomax	4	1	27
	The Little Hey - - -		1	3	2
	A House called the Knackswith, Buildings, Yard, and Garden - - -	- - -	0	0	26
Waste Field, or Lower Moor Field - -	- - -	2	1	18	
Middle Field } formerly Higher Moor	John Buxton	1	2	14	
Moor Field } Field - - -		1	2	6	
Garden - - -	- - -	0	0	7	
Wood Field - - -	- - -	0	3	38	
The Clay Road - - -	- - -	3	0	29	
Hampit Bank - - -	- - -	1	0	28	
The Meadow - - -	- - -	4	0	20	

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	A House called Donnisbooth, with Buildings, Garden, and Cottage adjoining	John Clough	0	0	30
	Tenter Field		2	2	0
	Higher Wall Hill		1	1	1
	Lower Wall Hill and Part of Gingler		3	1	14
	A House, Building, and Garden, formerly Part of the Croft	James Lord	0	0	14
	The Holme and Shrogs, including Rough		4	0	11
	Near Black Earth		1	1	9
	Far Black Earth		2	2	11
	Kilne Knowl		2	1	3
	The Bent		2	1	34
	Little Meadow		2	0	30
	Great Meadow		3	3	30
	A Public House, Four Cottages, Gardens, and Yard		0	0	35
	Great Meadow and Little Meadow, with Building		5	2	0
	Little Ratcliffe Dole	William Buckley	1	0	19
	Large Ratcliffe Dole		2	0	5
	The New Field		1	0	38
	Prickshaw Brow, including Brook		2	0	11
	Pingle		0	1	3
	Great Rough		2	2	26
	Middle Rough and Spoutmeal		4	3	38
	A House called Nicho Bank, with Buildings and Yard		0	0	14
	Further Meadow and Well Meadow	William Butterworth	4	1	31
	Garden or Croft		0	0	32
	Land taken from the Wood		0	3	30
	Small Holme		0	3	2
	Great Holme	2	0	6	
	The Moor Fields	James Brierly	2	1	19
	Part of White Hill		3	2	24
	Part of the White Hill		2	0	30
	Part of the White Hill		1	0	27
	Part of the White Hill		2	0	6
	White Hill Meadow	2	3	11	
White Hill Croft	Abraham Ashworth	0	1	14	
White Hill Croft		0	0	29	
A House called the White Hill, with Buildings, Yards, Garden, Small Croft, and Cottage	0	1	16		
Part of the White Hill	0	2	5		
Part of White Hill	0	2	35		
Stoney Hey Head Field	Benjamin Healey	2	0	8	
Stoney Hey Meadow		1	3	14	
East Clough Meadow		0	1	12	
West Clough Meadow		2	1	7	
Further Field		2	0	15	
The Croft	Edmund Grindrod	3	0	13	
A House called the Dewhurst, with Building and Garden		0	0	28	
The Rusby Field	1	2	10		

[Private.]

[8 y]

Parish and County.	Description of Property.	Tenants.	Quantities.		
			A.	R.	P.
County of Lancaster, Parish of Rochdale.	The Tyrdle Bank	-	0	3	6
	A House called the Illingworths, with Buildings and Yard	James Kershaw	0	0	15
	The Croft	-	1	1	35
	The Inges Field	-	1	3	7
	Pate of Cutgate Field	Samuel Tweedle	1	0	13
	Garden	James Lunn	0	0	7
	Two Cottages	Edmund Nuttall	0	0	3

George Webb.

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