

ANNO TRICESIMO OCTAVO

GEORGII III. REGIS.

****

CAP. XLIX.

An Act for veſting divers Lands and Hereditaments in the Pariſh of *Halifax*, in the County of *York*, in Truſtees and their Heirs, upon certain Truſts therein mentioned, diſcharged from all Claims of the Crown in reſpect of any Forfeiture incurred under or by virtue of the Statutes of Mortmain, or the Laws relating to Mortmain. [26th *May* 1798.]

Preamble recites the Occaſion of a Purchaſe on Behalf of the *Rochdale* Canal Company.

WHEREAS in the Year One thouſand ſeven hundred and ninety-three, a Number of Perſons aſſociated together, and entered into a Subſcription for the Purpoſe of making a Navigable Canal from the *Calder Navigation* near *Halifax*, in the County of *York*, to his Grace the Duke of *Bridgewater*'s Canal, near *Mancheſter*, in the County of *Lancaſter*, and thereby effecting a Navigable Communication between the Eaſt and Weſt Seas, a Work of great Publick Utility, and which it is conceived will prove an important National Advantage: And whereas, previous to applying to Parliament for an Act for granting the neceſſary Powers for carrying the ſaid Deſign into Execution, the ſaid Subſcribers, in order to obviate the Oppoſition which might otherwiſe have been made thereto on Account of the private Intereſts of the Individuals whoſe Lands were intended to be cut through, cauſed Treaties to be entered into with ſeveral of ſuch Proprietors of Lands, for the Purchaſe of the Lands which would be required to be taken, and, amongſt others, Application was made to *Robert Parker*, late of *Halifax*, Gentleman,

Gentleman, (ſince deceaſed), the Owner of an Eſtate through which the Canal was intended to paſs, who was unwilling to ſell ſuch Part of his Land as was wanted for making the Canal, but to accommodate the Concern he conſented to ſell the whole Eſtate, and as it was apprehended that the ſaid *Robert Parker*'s Oppoſition would be materially detrimental to the Undertaking, it was judged expedient on the Part of the Subſcribers to accede to his Propoſals, and a Contract was accordingly entered into for the Purchaſe of the whole Eſtate, it being intended to ſell again ſuch Part thereof as ſhould not be wanted for the Purpoſe of making the ſaid Canal: And whereas, in the Thirty-fourth Year of the Reign of His preſent Majeſty, an Act of Parliament was paſſed, intituled, *An Act for making and maintaining a Navigable Canal from the* Calder Navigation *at or near* Sowerby Bridge Wharf, *in the Pariſh of* Halifax, *in the Weſt Riding of the County of* York, *to join the Canal of his Grace the Duke of* Bridgewater, *in the Pariſh of* Mancheſter, *in the County Palatine of* Lancaſter, *and alſo certain Cuts from the ſaid intended Canal*, whereby it was enacted, That certain Perſons therein particularly named, and others who ſhould thereafter be poſſeſſed of Shares in the ſaid Navigation, ſhould be united into a Company for the Purpoſe of making the ſaid Canal and Cuts according to the Directions therein mentioned, and ſhould be and become a Body Corporate by the Name of *The Company of Proprietors of the Rochdale Canal*, and by that Name ſhould have perpetual Succeſſion, and ſhould have a Common Seal, and by that Name ſhould ſue and be ſued, and ſhould have Power and Authority to purchaſe Lands and other Hereditaments to them, their Succeſſors and Aſſigns, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and divers Powers and Authorities are given to the ſaid Company for effecting the Purpoſes aforeſaid: And whereas the ſaid Company have undertaken the Execution of the Powers veſted in them by the ſaid Act of Parliament, and have made great Progreſs in the making of the ſaid Canal: And whereas the ſaid Company conſidered it incumbent on them to fulfil the Contract made with the ſaid *Robert Parker* for the Purchaſe of the ſaid Eſtate, and cauſed the ſtipulated Purchaſe Money to be paid to him; and becauſe they doubted the Propriety of taking a Conveyance to themſelves as a Corporate Body, it was judged proper that the ſaid Conveyance ſhould be made to Two of their Members on their Behalf: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-fourth and Twenty-fifth Days of *June* One thouſand ſeven hundred and ninety-five, the Releaſe made between the ſaid *Robert Parker* and *Mary* his Wife (alſo ſince deceaſed) of the one Part, and the Reverend *George Travis*, Archdeacon of the Archdeaconry of the Dioceſe of *Cheſter*, and *John Hamer*, of *Rochdale*, in the County of *Lancaſter*, Gentleman, of the other Part, the ſaid *Robert Parker*, in Conſideration of the Sum of Seven thouſand and thirty-five Pounds, therein mentioned to be paid to him by the ſaid *George Travis* and *John Hamer*, granted and releaſed to the ſaid *George Travis* and *John Hamer*, and their Heirs and Aſſigns, the before-mentioned Eſtate, by the Deſcription following; (that is to ſay), all that capital Meſſuage or Tenement, commonly called or known by the Name of *Upper Brearly Hall* otherwiſe *Bryerly Hall*, with the Appurtenances, ſituate in *Midgeley*, in the Pariſh of *Halifax*, in the ſaid County of *York*, heretofore in the Occupation or Tenure of *Richard Thomas*, his Undertenants or Aſſigns, and then of *John Fawcett*, Miniſter of the Goſpel, his Undertenants or Aſſigns; and alſo

34 *Geo.* III, Cap. 78.

Indentures of Leaſe and Releaſe of 24 and 25 *June* 1795, conveying the Lands to *George Travis* and *John Hamer*.

alſo all that One other Meſſuage or Tenement thereto belonging or reputed to belong thereto, ſituate in *Midgeley* aforeſaid, and commonly called *The New Houſe*, otherwiſe *Spring Houſe*, with the Appurtenances, heretofore alſo in the Occupation or Tenure of the ſaid *Richard Thomas*, his Undertenants or Aſſigns, and then of the ſaid *John Fawcett*, his Undertenants or Aſſigns; and alſo all thoſe ſeveral Cloſes or Parcels of Arable, Meadow, or Paſture Land, to the ſame Meſſuages, or One of them, belonging, or therewith uſually enjoyed, commonly called or known by the ſeveral Names of *The Weſt End of the Wood* otherwiſe *The Goytfoot*, *The Slack* otherwiſe *The Hall Slack*, *The Eaſt End of the Wood* otherwiſe *The Cockey Cloſe*, *The Stoney Springs*, *The Hall Hill*, *The Sladdin Croft*, *The Holme* otherwiſe *The Great Holme*, *The Little Holme*, *The Royd under the Barn*, *The Springs* otherwiſe *The Limed Springs*, *The Middle Springs* otherwiſe *The Stoney Springs*, *The Round Cloſe* otherwiſe *The Croft*, *The Little Cloſe under the Great Garden* otherwiſe *Dog Croft*, *The Horſe Cloſe*, *The Stoney Royd*, *The Orchard*, and *The New Cloſe*, or by what other Names or Name ſoever the ſaid ſeveral Cloſes, or any of them, then were or theretofore had been called, known, or diſtinguiſhed, containing in the Whole, by common Eſtimation, Sixty Days Work or thereabouts, be the ſame more or leſs, heretofore alſo in the Occupation or Tenure of the ſaid *Richard Thomas*, his Undertenants or Aſſigns, and then of the ſaid *John Fawcett*, his Undertenants or Aſſigns; and alſo all thoſe ſeveral Woods or Parcels of Woody Ground to the ſame Meſſuages, or One of them, belonging or reputed to belong thereto, ſituate in *Midgeley* aforeſaid, near the ſaid Capital Meſſuage, and commonly called *Brearly Woods* otherwiſe *The Higher Wood* and *The Lower Wood*, or by what other Names or Name the ſame Woods or either of them then were or theretofore had been called, known, or diſtinguiſhed, containing in the Whole, by common Eſtimation, Sixty Days Work or thereabouts, be the ſame more or leſs, and then in the Holding or Poſſeſſion of the ſaid *Robert Parker* or his Aſſigns; and alſo all other the Cloſes, Lands, Woods, and Woody Grounds whatſoever, of him the ſaid *Robert Parker*, to the ſame belonging or therewith uſually enjoyed as appertaining thereto, by whatſoever Names the ſame were called or known, and in whoſe Occupations or Tenures ſoever the ſame then were or theretofore had been; and alſo all that other Meſſuage, Farm, or Tenement commonly called or known by the Name of *The Upperfoot*, ſituate in *Midgeley*, and in the Pariſh of *Halifax* aforeſaid, with the Buildings, Cottages, Barns, Stables, Gardens, and Orchards thereto belonging or appertaining, heretofore in the Poſſeſſion of *Daniel Sutliffe* deceaſed, ſince in the Tenure or Occupation of *John Sutliffe*, his Undertenants or Aſſigns, and then of the ſaid *John Fawcett*, his Undertenants or Aſſigns, together with all thoſe ſeveral Cloſes of Land or Ground to the ſame belonging or therewith uſually enjoyed, commonly called or known by the ſeveral Names of *The Great Holme*, *The Middle Holme*, *The Lower Holme*, *The Great Bank*, *The Little Bank*, *The Tenter Bank*, including *The Croft*, *The Golton Bank*, *The Delf or Quarry Field*, *The Bentfield*, *The Plainfield*, *The Hughfield*, and *The Wood*, or by what other Names or Name ſoever the ſame Cloſes, or any of them, then were or thentofore had been called, known, or diſtinguiſhed, containing in the Whole, by common Eſtimation, Fifty-three Days Work or thereabouts, be the ſame more or leſs, heretofore alſo in the Tenure or Occupation of the ſaid *John Sutliffe*, his Undertenants or Aſſigns, or of One *William Dickinſon*, or his Aſſigns, and then of the

the ſaid *George Travis*, *John Hamer*, and *John Fawcett*, their Aſſigns, or Undertenants; and alſo all that other Meſſuage or Dwelling Houſe, lately erected in or near the ſaid Cloſe, called *The Little Bank*, with all Outbuildings, Yards, Gardens, and Hereditaments thereto belonging, and all the Ground and Soil of the ſame Cloſe, occupied with the ſaid laſt-mentioned Meſſuage, theretofore alſo in the Tenure or Occupation of the ſaid *William Dickinſon* or his Aſſigns, and then alſo in the Holding or Poſſeſſion of the ſaid *John Fawcett*, his Aſſigns or Undertenants: And alſo all other the Cloſes, Lands, and Hereditaments, of him the ſaid *Robert Parker* to the ſame laſt-mentioned Meſſuages; or either of them, belonging or appertaining, in whoſe Occupation or Tenure ſoever the ſame then were or theretofore had been, with the Appurtenances to the ſaid capital and other Meſſuages and Lands belonging, to hold unto the ſaid *George Travis* and *John Hamer*, their Heirs and Aſſigns, to the only proper Uſe and Behoof of them the ſaid *George Travis* and *John Hamer*, their Heirs and Aſſigns for ever: And whereas the ſaid Sum of Seven thouſand and thirty-five Pounds, the Conſideration Money paid for the ſaid Purchaſe, was the proper Money of the ſaid Company, and the ſaid Conveyance was made to the ſaid *George Travis* and *John Hamer* as Truſtees for the ſaid Company, although ſuch Truſt was not declared: And whereas the ſaid *George Travis* is ſince dead, and the ſaid *John Hamer* is now the ſurviving Truſtee: And whereas it never was the Intention of the ſaid Company to keep the Whole of the Eſtate ſo purchaſed of the ſaid *Robert Parker*, but only to take ſo much thereof as was required for the making of the ſaid Canal, and the neceſſary Works and Conveniences thereof in and through the ſame Eſtate, and to ſell the Remainder, to the Intent that the Money ariſing thereby might be applied towards the completing of the ſaid Canal: And whereas the ſaid Canal hath nearly been made through the ſaid Eſtate: And whereas the ſaid Company are now deſirous of ſelling ſuch Part of the ſaid Eſtate as hath not and ſhall not be uſed or appropriated for the Purpoſes aforeſaid, but Doubts have ariſen whether ſuch Part of the ſaid Eſtate as was not neceſſary for the making of the ſaid Canal, and other Works and Conveniences authorized by the ſaid Act to be made, is not now become forfeited to the Crown by virtue of the Statutes or Laws of Mortmain: And whereas His Majeſty has been graciouſly pleaſed to ſignify his Intention of waiving all Benefit of the ſaid Forfeiture, and all Claims in reſpect thereof: But it is doubted whether this can be effectually done, and whether ſuch and ſo much of the ſaid Lands and Hereditaments ſo purchaſed and conveyed as aforeſaid, as have or hath not been, or ſhall not be uſed or appropriated for the Purpoſes aforeſaid, can be ſold and diſpoſed of without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the Company of Proprietors of the *Rochdale* Canal, moſt humbly beſeech Your moſt Excellent 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 immediately after the paſſing of this Act, all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, comprized in the ſaid in Part recited Indenture of Releaſe, of the Twenty-fifth Day of *June* One thouſand ſeven hundred and ninety-five, and therein mentioned to be thereby granted and releaſed, with their

That the Purchaſe Money belonged to the Company, and *Travis* and *Hamer* were Truſtees for them.

Intention of the Company to keep only what was wanted for the Canal, and to ſell the Remainder.

Doubts have ariſen whether what was not wanted for the Canal, is not forfeited to the Crown under the Laws of Mortmain.

His Majeſty has ſignified His Intention of waiving the Benefit of the Forfeiture.

The Lands ſhall be veſted in Truſtees, and their Heirs, freed from the Claims of His

their and every of their Appurtenances, ſhall be ſettled upon and veſted in, and the ſame are hereby ſettled upon and veſted in the ſaid *John Hamer*, and *Ralph Shuttleworth*, and *Richard Shuttleworth*, both of *Rochdale* aforeſaid, Gentlemen, and their Heirs, to the Uſe of the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, and their Heirs, for ever, freed and diſcharged of and from all Right, Title, and Claims of His ſaid Majeſty, His Heirs and Succeſſors, in and to the ſame, or any Part thereof, or the Rents, Iſſues, and Profits thereof, accrued ſince the making of the ſaid Purchaſe for or in reſpect of any Forfeiture incurred, or which upon an Inquiſition had, and Office found, might be taken Advantage of under or by virtue of the Statutes of Mortmain, or the Laws relating to Mortmain, or any of them; nevertheleſs upon the Truſts, and to and for the Intents and Purpoſes herein-after declared or expreſſed; that is to ſay, in Truſt that they the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, do and ſhall, with all convenient Speed, make Sale and diſpoſe of ſuch and ſo much of the ſame Hereditaments and Premiſes as have or hath not already been uſed, or may not be found neceſſary to be uſed for the Purpoſes of the ſaid Act made and paſſed in the Thirty-fourth Year of the Reign of His ſaid Majeſty, either together or in Parcels, and either by publick Sale or private Contract, to any Perſon or Perſons, for the beſt Price or Prices in Money that can be reaſonably had and obtained for the ſame, and do and ſhall convey the ſame in ſuch Manner as ſuch Purchaſer or Purchaſers ſhall lawfully require, and do and ſhall convey ſo much of the ſaid Hereditaments and Premiſes as hath been or ſhall be uſed for the Purpoſes of the ſaid Act, to the Uſe of the ſaid Company, and their Succeſſors, and in the mean Time in Truſt that they the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, and their Heirs, do and ſhall ſtand and be ſeiſed of the ſame in Truſt for the ſaid Company and their Succeſſors.

Majeſty, His Heirs and Succeſſors, in reſpect of any Forfeiture under the Laws of Mortmain.

The Truſts.

II. And be it further enacted and declared, That upon Payment of the Money ariſing by ſuch Sale or Sales, or any Part thereof, to the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, the Receipt of the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, ſhall be a good and ſufficient Diſcharge to the Purchaſer or Purchaſers of the ſaid Hereditaments and Premiſes ſo directed to be ſold as aforeſaid, or any Part or Parcel thereof, for the Purchaſe Money thereof, or ſo much of ſuch Purchaſe Money as ſhall be therein acknowledged or expreſſed to be received; and that ſuch Purchaſer or Purchaſers, his, her, or their Heirs, Executors, Adminiſtrators, or Aſſigns, Truſtee or Truſtees, ſhall not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of ſuch Purchaſe Money ſo paid, and acknowledged or expreſſed to be received.

The Receipt of the Truſtees to be a Diſcharge to Purchaſers.

III. Provided always, and it is hereby further enacted and declared, That the Money ariſing by ſuch Sale and Sales, and alſo the Rents, Iſſues, and Profits of the ſaid Hereditaments and Premiſes ſo directed to be ſold, which ſhall ariſe or accrue in the mean Time, or which now remain

Purchaſe Money and Rents how to be applied.

remain unapplied in the Hands of the ſaid *John Hamer*, ſhall be paid and applied in defraying the Expences of this Act, and carrying the ſame into Execution; and that the clear Reſidue thereof ſhall be paid into the Hands of the Treaſurer of the ſaid Company for the Time being, for the Uſe of the ſaid Company, and to be applied in and towards completing the ſaid Canal, and for the Purpoſes of the ſaid Act made and paſſed in the Thirty-fourth Year of the Reign of His ſaid Majeſty.

Truſtees to be at Liberty to retain Expences, and to be anſwerable for their own Acts only.

IV. Provided alſo, and be it further enacted and declared, That it ſhall be lawful to and for the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, and their reſpective Heirs, Executors, and Adminiſtrators, to deduct and retain to themſelves, out of the ſaid Reſidue of the Truſt Monies aforeſaid, all ſuch reaſonable Coſts, Charges, and Expences as they reſpectively ſhall or may expend or be put unto by the Reaſon of the Execution of the Truſts hereby in them repoſed; and that they the ſaid *John Hamer*, *Ralph Shuttleworth*, and *Richard Shuttleworth*, their reſpective Heirs, Executors, or Adminiſtrators, ſhall not be anſwerable or accountable the one for the others, or any other of them, or for the Receipts, Acts, Deeds, or Defaults of the others, or any other of them, or for any more of the ſaid Truſt Monies than they ſhall reſpectively actually receive, but that every of them ſhall be anſwerable and accountable for their own Receipts, Acts, Deeds, and Defaults only, their joining in Receipts for Conformity notwithſtanding.

General Saving.

Exception.

V. Saving always to all Bodies Politick and Corporate, and their Succeſſors, and all and every other Perſon and Perſons, his, her, and their Heirs, Executors, and Adminiſtrators, (other than and except the King's moſt Excellent Majeſty, and His Heirs and Succeſſors, on Account of any ſuch Forfeiture as aforeſaid, or any Right, Title, or Claim to the ſaid Premiſes, or any Part thereof, in reſpect thereof, and the ſaid *John Hamer* and his Heirs), all ſuch Eſtate, Right, Title, and Intereſt in and to and out of the ſaid Hereditaments and Premiſes veſted by this Act as aforeſaid, or any Part thereof, as they reſpectively, or any of them, had or could, or might have had, claimed, or been entitled to if this Act had not been made.

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