ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Deficiency to be raised by way of Mortgage, as therein mentioned; and the said Testator thereby, after bequeathing certain pecuniary Legacies, and devising the Messuage called *Southworth House* in the Township of *Wigan* aforesaid, with the Appurtenances, and certain Lands and Hereditaments, to *Henry Gaskell* and his Assigns during his Life, and after giving to *Sarah Yates*, the Wife of *Thomas Yates*, an Annuity of Fifty Pounds during her Life for her separate Use, and charging the same upon his Real Estate (except what was given to the said *Henry Gaskell* during his Life as aforesaid, and except what was thereby given to the said *Anne Worthington* during her Life), in Manner in the said Will mentioned, gave and devised his Manor of *Orrell* within the Parish of *Wigan* in the County of *Lancaster*, and all other his Manors, with all and singular the Rights, Royalties, Members, and Appurtenances thereunto respectively belonging, and also all and singular other his Messuages, Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, and of what Nature, Kind, or Quality soever, which he should die seised of or entitled to, in possession, remainder, reversion, or expectancy, including the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments devised by or subject to the Gifts of the Will of his (the Testator's) Father, *Holt Leigh* Esquire, deceased, or which the said Testator was entitled to dispose of by any special Power, with their and every of their Rights, Members, and Appurtenances, (subject to the Charge thereupon therein-before made in case of the Insufficiency of his (the Testator's) Personal Estate for the Payment of his Debts, Funeral and Testamentary Expenses, and Legacies, and to the Charge made thereupon in favour of the said *Sarah Yates*, and subject to the said Life Estate therein-before given to the said *Henry Gaskell* in the said Messuages and Premises therein-before specified, and subject also to a Life Estate which he thereby gave to the said *Anne Worthington* in his Messuage and Premises in *Wigan Lane* within *Wigan* aforesaid, then in the Occupation of Mrs. *Eckersley*,) unto *James* Earl of *Balcarres*, now Earl of *Crawford and Balcarres*, and the said *Henry Gaskell*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Intents and Purposes therein-after expressed and declared of and concerning the same, (that is to say,) to the Use of the Heirs Male of his (the Testator's) Body issuing, and for Default of such Issue to the Use of the said Earl and *Henry Gaskell*, and their Heirs, during the Life of his (the Testator's) Cousin *Loveday Cooke* (Daughter of his the Testator's late Uncle *Edward Leigh* Esquire, deceased), in trust to pay the annual Rents, Issues, and Profits of the said Hereditaments to her the said *Loveday Cooke* for her separate Use independently of any Husband, and upon her single Receipt for the same, but impeachable for Waste, as therein mentioned, and also upon trust by the usual Ways and Means to preserve the contingent Remainders therein after limited,

and

and from and immediately after her Decease then to the Use of his (the Testator's) Cousin *Thomas Pemberton* of *Lincoln's Inn* in the County of *Middlesex*, Barrister-at-Law, and his Assigns, during the Term of his natural Life, without Impeachment of Waste for cutting down any Timber, but impeachable of Waste for voluntarily pulling down any House or other Building without erecting in its Stead a new House or Building or new Houses or Buildings of equal or greater Value within Two Years, and impeachable also of Waste for digging or getting all or any Part of any Mine of Coal or Cannel opened or to be opened otherwise than under and by virtue of and agreeable to the Powers therein-after given for that Purpose, with Remainder to the Use of the said Earl and *Henry Gaskell*, and their Heirs, for and during the Term of the natural Life of the said *Thomas Pemberton*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited, with Remainder to the Use of *Roger Yates*, Son of the said *Sarah Yates*, and his Assigns, for and during the Term of his natural Life, and with such Exemptions in some respects and Liability in other respects to Waste as are therein-before mentioned in the said Devise to or for the Benefit of the said *Thomas Pemberton* during his Life, with Remainder to the Use of the said Earl and *Henry Gaskell*, and their Heirs, for and during the Term of the natural Life of the said *Roger Yates*, in trust for him, and by the usual Means to support the contingent Remainders therein-after limited, with Remainder to the Use of the First and every other Son of the said *Roger Yates* severally and successively according to their respective Seniorities in Tail Male, and in default of such Issue then to the Use of the First and every other Son of the said *Thomas Pemberton* severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of such One Person as the said Testator by any Codicil to that his Will should nominate in that Behalf, for and during the natural Life of such Nominee, and with such Exemption in some respects and Liability in other respects to Waste as were therein-before mentioned in the said Devise to or for the Benefit of the said *Thomas Pemberton* during his Life, with Remainder to the Use of the said Earl and *Henry Gaskell*, and their Heirs, during the Life of such Nominee, in trust for him, and by the usual Means to preserve the contingent Remainders therein-after limited, and after the Decease of such Nominee to the Use of his or her First and other Sons severally and successively according to their respective Seniorities in Tail Male, and in default of such Nomination by the said Testator as aforesaid, then to the Use of such One Person (being in existence at the said Testator's Death) as the said *Thomas Pemberton* by his last Will and Testament in Writing, or any Codicil thereto, should name in that Behalf, for the natural Life of such Nominee, and with such Exemption in some respects and Liability in other respects to Waste as were therein-before mentioned in the said Devise to or for

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the Benefit of the said *Thomas Pemberton* during his Life, with Remainder to the Use of the said Earl and *Henry Gaskell*, and their Heirs, during the Life of such last-mentioned Nominee, in trust for him or her, and by the usual Means to preserve the contingent Remainders therein-after limited, and after the Decease of such last-mentioned Nominee then to the Use of his or her First and other Sons severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of his (the Testator's) own right Heirs; and the said Testator thereby declared, that if any Son or Sons of the said *Roger Yates* or of the said *Thomas Pemberton*, or of such Nominee of him the said Testator or of the said *Thomas Pemberton*, should be living at the Time of the Testator's Decease, or born in due Time afterwards, then he revoked the Estate in Tail Male thereby given to each such Son as aforesaid, and in lieu thereof he gave the Hereditaments so devised to him in Tail Male as aforesaid to such Son for his Life, with the like Exemptions in some respects and Liability in other respects to Waste as aforesaid, and after the Determination of that Estate then to the Use of the said Earl and *Henry Gaskell*, and their Heirs, during the Life of such Son, in trust for him, and to preserve the contingent Remainders therein-after limited, and after his Decease then to the Use of his First and other Sons severally and successively according to their respective Seniorities in Tail Male; and the said Testator directed every Son of the said *Roger Yates* and *Thomas Pemberton*, and the Heirs Male of their respective Bodies, who should take any Benefit under that his Will, to give Effect to that his Will by settling to the Uses of that his Will, and also according to such Nomination as aforesaid, all the Estates to which such Son and Heirs Male of his Body should be entitled under the Will of the Testator's said Father, so that both the Estates of the Testator's said Father and of the Testator might be enjoyed together after the Death of the said *Loveday Cooke;* and after a Limitation in the Will now in recital to the said *Roger Yates* of such Power of jointuring as therein mentioned, and a Direction that a certain Sum of Ten thousand Pounds, which the said Testator was or might be entitled to have raised out of the Estates and Hereditaments devised by the Will of his said late Father, should not be raised from the same Estates, but should merge and sink into the Inheritance thereof, and after a Bequest of all the Books, Plate, and Pictures of which the Testator should be possessed at the Time of his Decease to the said Earl and *Henry Gaskell*, their Executors, Administrators, and Assigns, upon Trusts for permitting the same to accompany the said Mansion of *Hindley Hall* in the Nature of Heirlooms, as in the Will now in recital is mentioned, and a Bequest of Arrears of Rent, or the proportional Part accruing due during his Lifetime of Rent, of the Manors and other Hereditaments of which the said Testator should die seised as Tenant for Life or in Tail Male, by the Will now in recital the said Testator did further

give

give and grant unto the Person or Persons (except the said *Loveday Cooke*) who by virtue of the Limitations therein-before expressed and contained as aforesaid should for the Time being be seised of or entitled to the actual Freehold of the Hereditaments and Premises thereby devised in strict Settlement, or to the annual Rents, Issues, and Profits thereof, if such Person or Persons should be of full Age, and to his, her, or their Guardian or Guardians respectively during their respective Minorities, full Power and Authority to grant and demise unto any Person or Persons, for any Term or Number of Years not exceeding Thirty-one Years, to commence in possession, and not in reversion, the whole or any Part or Parts of the Mines of Coal and Cannel or either of them under such Lands (except under and within Two hundred Yards of each Side of *Hindley Hall* aforesaid, and also within and under the Paddock belonging to the same), so always that upon and by such and every such Grant and Demise there should be reserved, to be paid to the Person who for the Time being should be entitled to the Possession or to the annual Rents and Profits of such Lands, under the Limitations therein-before contained as aforesaid, a Mine Rent at a Rate *per* Acre for each Acre as worked of not less than the Sum of Seventy Pounds of lawful Money of *Great Britain* for each and every Foot in Thickness of every Seam of Coal in each Acre, nor less than the Sum of Seventy Pounds of like lawful Money for each and every Foot of every Seam of Cannel, and such Rent to become due only yearly as the Coal or Cannel should be gotten or raised under or by virtue of any such Grant or Demise, and so proportionably for each and every greater or less Quantity than an Acre or Thickness than One Foot, the Measure to be Eight Yards to the Perch, and the Admeasurement to be made horizontally upon or over the Surface of the Land under which the demised Mine or Mines might lie, and in the Admeasurement of the Ground no Allowance should be made for Faults, and so also that no Person executing such Lease as aforesaid, or any other Person, should be entitled to take or receive any Mine Rent by Anticipation, but should be entitled to receive the Mine Rent only which should or might from Time to Time yearly during their respective natural Life become due and payable for and in respect of so much Mine as should from Time to Time be actually gotten yearly during their respective natural Lives, and so that in each and every such Grant and Demise the Lessee should covenant for Payment of the Rent thereby reserved, and so that in every such Lease there should be a Clause giving Power of Re-entry for Non-payment of the Rent, and so that the Lessee or Lessees of such Mine or Mines should seal and execute a Counterpart or Duplicate of each such Grant or Demise, of which Counterpart or Duplicate a Receipt for the same in the Lease or an Endorsement thereon should as against the Persons claiming under the Will now in recital be conclusive

clusive Evidence; and by the Will now in recital it was further provided, that it should be lawful for all and every Persons and Person (except the said *Loveday Cooke*) who by virtue of the Limitations therein-before contained as aforesaid should be entitled to the actual Freehold of the Hereditaments thereby devised in strict Settlement, or to the annual Rents, Issues, and Profits thereof, if such Persons or Person should be of full Age, and for his, her, or their Guardians or Guardian during his, her, and their respective Minorities, by any Indenture or Indentures to be sealed and delivered by him, her, or them respectively in the Presence of and attested by Two or more credible Witnesses, to limit and appoint by way of Demise or Lease all or any Part of the said Hereditaments thereby devised in strict Settlement as aforesaid (except the Testator's Mansion House called *Hindley Hall*, and the Offices, Paddock, Gardens, Pleasure Grounds, and Appurtenances thereto belonging, and the Lands then occupied therewith), to any Person or Persons, for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as there should be reserved on every such Demise, Lease, or Grant the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine or Foregift, for the making thereof, and so as there should be contained in every such Limitation or Appointment by way of Demise or Lease a Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby respectively reserved, and so as the Lessee or Lessees should execute a Counterpart or Duplicate thereof respectively, and should thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and the Acknowledgment of the Receipt of which Counterpart or Duplicate in the Lease or an Endorsement thereon should as against all Persons claiming under the Will now in recital be conclusive Evidence, and that no Lessee under the Power now in recital should by any Clause or Words be exempted from Punishment for committing Waste, anything therein-before contained to the contrary thereof in anywise notwithstanding; and by the Will now in recital the said Testator declared that he had intentionally omitted out of the same Will the usual Powers of Sale and Exchange; and in the Will now in recital were contained Directions as to the Assumption and User of the Surname of *Leigh* and of the Arms of *Leigh*, as granted to the said Testator, by every Male who should become entitled by virtue of the Limitations therein-before contained as aforesaid, and either in his own Right or in the Right of his Wife, and either by Purchase or Descent, to the Possession or to the Receipt of the Profits of the Hereditaments devised by the said Will in strict Settlement as aforesaid,

said, under the Penalty of such Forfeiture as therein mentioned, and with a Proviso that the Cesser or Determination of the Estate of any Tenant for Life should not operate to exclude the contingent Remainders therein-before limited as aforesaid, but that the Remainder limited as aforesaid to the said Trustees during the Life of each such Tenant for Life should after such Cesser or Determination take effect in possession, and continue for preserving such Remainders, and giving effect to them as they should arise, and that the said Trustees should after such Cesser or Determination receive those Rents and Profits of the same Hereditaments which would have belonged to such Tenant for Life if such Cesser or Determination had not taken place, and pay the same to the Person or Persons actually living who for the Time being and from Time to Time should be the beneficial Owner or Owners and seised of or entitled to the first or next vested Estate in remainder, and in the same Parts, Shares, and Proportions as he, she, or they respectively should for the Time being be seised of or entitled to the same Hereditaments, and so as not to exclude or prejudice Persons who might subsequently be born, and be for the Time being entitled to the first vested Remainder; and by the Will now in recital the said Testator further gave and bequeathed all the Ready Money, the Money in the Bank or in any other Public Stocks or Funds of this Country or any Foreign Country, or in the Hands of any Banker or Agent, and also all Money secured to the said Testator by Mortgage, Bond, or Note of Hand, or upon Simple Contract, or on any other Security, and all Arrears of Interest and of Dividends thereupon, which should belong or be due to the said Testator at the Time of his Decease, and not thereby otherwise disposed of, and all other his Personal Estate whatsoever not thereby otherwise disposed of, unto the said Earl and *Henry Gaskell*, their Executors and Administrators, upon trust that the said Earl and *Henry Gaskell*, or the Survivor of them, or the Executors or Administrators of such Survivor, should with all convenient Speed after the Testator's Decease convert into Money such Part of the same as should not consist of Money, and out of the Money arising from that Bequest pay and discharge, in the first place, all the said Testator's just Debts, Funeral and Testamentary Expenses, and the several pecuniary Legacies therein-before and therein-after by the said Testator given, or which he should give by any Codicil thereto, and should invest all the Surplus or Residue of the Money coming to their or his Hands, or produced by the Ways or Means therein-before mentioned, in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments of the Tenure of Freehold and Inheritance to be situate in *England* or *Wales*, or Leasehold for any Term of Years, not being less than Five hundred Years, or Copyhold Lands of Inheritance convenient to be held therewith, or with the Hereditaments thereby devised in strict Settlement as aforesaid, and

should

should settle and assure the same Hereditaments when purchased, or cause the same to be settled and assured, to such and the same Uses, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers and Provisoes, as were in the Will now in recital limited, expressed, and declared of and concerning the said Testator's Manors, Messuages, Lands, Tenements, and Hereditaments therein-before devised in strict Settlement as aforesaid, or as near thereto as the Nature, Quality, and Tenure of the Lands so to be purchased, the Deaths of Parties, and other intervening Circumstances, would admit, or such and so many of the said Uses, Trusts, Powers, Provisoes, and Declarations as should then be subsisting undetermined or capable of taking Effect; but the said Testator declared his Will to be, that if any of the Estates to be purchased should be held for any Term or Terms for Years the same should not, for the Effect or Purpose of Transmission, vest absolutely in any Person, Tenant in Tail Male or in Tail by Purchase under the Will now in recital, unless or until such Tenant in Tail Male or in Tail should attain the Age of Twenty-one Years, but on his Death under the Age of Twenty-one Years should belong to the Person or Persons to whom the same, if Lands of Inheritance, and thereby settled as such, would in that Event have belonged, devolved, descended, or remained; and by the Will now in recital the said Testator declared, that in the meantime and until a proper Purchase or Purchases could be found for the Investment of the Money therein-before by the said Testator directed to be invested as aforesaid, and until such Monies should be so invested, the said Earl and *Henry Gaskell*, and the Survivor of them, and the Executors and Administrators of such Survivor, should lay out and invest such Money in the Purchase of a competent Share or Shares in any of the Public Stocks or Funds or on Government Securities of the United Kingdom, in their or his own Names or Name, and alter, vary, and transpose the same Stocks, Funds, and Securities from Time to Time for, into, or upon other Stocks, Funds, and Securities of the like Nature, as Occasion should require, and should pay the Interest, Dividends, and annual Income arising from such Stocks, Funds, and Securities to the Persons for the Intents and Purposes, and in the Shares in, to, or for which the annual Rents or Profits of the Hereditaments so to be purchased as aforesaid would go or be payable or applicable in case the same were so actually purchased and settled; and by the Will now in recital the said Testator appointed the said *James* Earl of *Balcarres* and *Henry Gaskell* to be the Executors in trust of that the said Testator's last Will and Testament; and the said Testator declared, that it should be lawful for them, and the Survivor of them, his Executors and Administrators, to adjust, settle, compromise, and compound all Accounts, Reckonings, Transactions, Matters, and Things depending between the said Testator and any other Person or Persons whomsoever

ever at the Time of the said Testator's Decease, and upon any Terms and in any Manner he or they should think expedient, and to sign or give any Receipt or Receipts in Writing for any Money payable to them or him under or by virtue of that the Testator's Will, and the said Receipt or Receipts should effectually discharge the Person or Persons to whom the same should be given, and all claiming under him, her, or them respectively, from all Obligation of seeing to the Application or being answerable or accountable for the Misapplication or Nonapplication of all or any Part of the Money therein mentioned to be received; and by the Will now in recital the said Testator revoked all Wills, Codicils and other Testamentary Dispositions made by him at any Time or Times theretofore: And whereas the said Sir *Robert Holt Leigh* made a First Codicil to his said Will, also dated the Tenth Day of *June* One thousand eight hundred and forty-one, and thereby ordered and directed that the said *James* Earl of *Balcarres* and *Henry Gaskell*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, within the Space of Three Calendar Months from the Time of his the Testator's Decease, levy and raise the Sum of Twenty thousand Pounds by the Ways and Means in the said Will provided for raising Money for the Payment of his the said Testator's Funeral and Testamentary Expenses and the Legacies thereby given or to be given by any Codicil thereto, and should stand possessed of the same, or the Stocks, Funds, and Securities in or upon which the same was thereby directed to be invested, and the Interest, Dividends, and annual Produce thereof, upon the Trusts for the Benefit of the said *Roger Yates* and his Issue, and the other Trusts, and subject to the Powers, Provisoes, and Declarations in the Codicil now in recital mentioned: And whereas the said Testator made a Second Codicil, a Third Codicil, a Fourth Codicil, and a Fifth Codicil to his said Will, which same Second, Third, Fourth, and Fifth Codicils were wholly revoked by the Codicil next herein-after mentioned: And whereas the said Testator made a Sixth Codicil, dated the Seventeenth Day of *December* One thousand eight hundred and forty-two, to his said Will, and thereby, after giving an Annuity in lieu of and by way of Substitution for a Legacy given by his said Will, and after making several pecuniary and specific Bequests, and giving certain Directions with respect to the aforesaid Legacy or Sum of Twenty thousand Pounds, and directing that a certain Messuage or Public House at *Blackrod* should be permitted to continue in the Occupation of *Thomas Tyrer*, the Tenant thereof, confirmed his said Will and First Codicil, except as the same or either of them were or was thereby altered, and he thereby revoked the said Second, Third, Fourth, and Fifth Codicils to his said Will: And whereas the said Testator made a further Codicil, dated the Twenty-sixth Day of *December* One thousand eight hundred and forty-two, to his said Will, but only gave thereby

First Codicil, dated 10th June 1841.

2d, 3d, 4th, and 5th Codicils, afterwards revoked.

6th Codicil, dated 17th Dec. 1842.

Further Codicil, dated 26th Dec. 1842.

thereby Mourning Rings to the Persons therein mentioned: And whereas the said *Sarah Yates* died in the Lifetime of the said Testator: And whereas the said Testator died in *January* One thousand eight hundred and forty-three, without having nominated any Person to such Estate for Life as in the said Will is mentioned, and without having otherwise altered or revoked his said Will, except as the same was altered by the said several Codicils herein-before recited, and without having revoked or altered the same Codicils, except as any of them were revoked or altered by the others of them, and without leaving Issue, leaving his Cousin the said *Thomas Pemberton*, and the said *Loveday Cooke* and *Frances Pemberton* Widow (both since deceased), *Mary Leigh* Spinster, and *Anne* the Wife of the Reverend *John Radcliffe*, since deceased, his Heirs-at-Law: And whereas the said *Frances Pemberton* died on the Ninth Day of *January* One thousand eight hundred and forty-eight, having first made her last Will and Testament in Writing, bearing Date the Thirteenth Day of *December* One thousand eight hundred and thirty-seven, executed and attested as was then by Law required to render valid Devises of Real Estates, but she did not at any Time republish her said Will; and the said Will, being made before the First of *January* One thousand eight hundred and thirty-eight, was inoperative as to any Real Estate of which the said *Frances Pemberton* became seised or possessed, or to which she became entitled in remainder or reversion after the Date and Execution of her said Will; and all such subsequently acquired Real Estate, including all such Estate and Interest as the said *Frances Pemberton* was seised of or entitled to in remainder or reversion under the Limitations contained in the Will of the said Sir *Robert Holt Leigh*, upon the Death of the said *Frances Pemberton*, descended to and became vested in *Edward Owen Pemberton*, her eldest Son and Heir-at-Law: And whereas the said *Anne Radcliffe* died in the same Month of *January* One thousand eight hundred and forty-eight, intestate, leaving *Mary Owen Hordern*, the Wife of the Reverend *James Hordern*, Vicar of the Parish of *Chislett* in the County of *Kent*, and Dame *Anne Knox Croft*, the Wife of Sir *John Croft* Baronet, her Daughters and Co-heirs at Law: And whereas the said *Loveday Cooke* died on the Sixth Day of *April* One thousand eight hundred and forty-nine, intestate as to any Estate or Interest which she was seised of or entitled to in remainder or reversion under the ultimate Limitation to his right Heirs contained in the Will of the said Sir *Robert Holt Leigh*, and leaving the said *Thomas Pemberton* (now *Thomas Pemberton Leigh*), her Sister *Mary Leigh*, the said *Edward Owen Pemberton*, and the said *Mary Owen Hordern* and Dame *Anne Knox Croft*, her Co-heirs at Law: And whereas the said Will of the said Sir *Robert Holt Leigh* was proved by the said Earl of *Balcarres* and *Henry Gaskell* in the Consistory Court of the Diocese of *Chester*, and

also in the Prerogative Court of the Archbishop of *Canterbury*, shortly after the Death of the said Testator: And whereas by a Decree of the High Court of Chancery, bearing Date the Sixteenth Day of *November* One thousand eight hundred and forty-six, and made in a Suit wherein the said *Thomas Pemberton Leigh* was Plaintiff, and the said *James* Earl of *Balcarres* and *Henry Gaskell*, *Roger Yates*, *Loveday Cooke*, *Frances Pemberton*, *Mary Leigh*, *John Radcliffe* and *Anne* his Wife, and *Isaac Ellison*, were Defendants, it was declared, that the Will of the said Sir *Robert Holt Leigh*, dated the Tenth Day of *June* One thousand eight hundred and forty-one, and the Codicils thereto, dated respectively the Seventeenth Day of *December* One thousand eight hundred and forty-two and the Twenty-sixth Day of *December* One thousand eight hundred and forty-two, were well proved and ought to be established, and the Trusts thereof performed and carried into execution, and the same was ordered and decreed accordingly; and the said Suit having abated by the Deaths of the said *Frances Pemberton* and *Anne Radcliffe* respectively, the same was afterwards revived against their respective Heirs-at-Law, the said *Edward Owen Pemberton*, and the said *James Hordern* and *Mary Owen* his Wife, and Sir *John Croft* Baronet and Dame *Anne Knox* his Wife, by an Order of the said Court bearing Date the Third Day of *November* One thousand eight hundred and forty-eight, and by a Decretal Order made in such revived Suit bearing Date the Fourth Day of *November* One thousand eight hundred and forty-eight it was declared that the Plaintiff, the said *Thomas Pemberton Leigh*, was entitled to have the same Benefit of the Proceedings in the original Cause which had been had under the said Decree dated the Sixteenth of *November* One thousand eight hundred and forty-six, since the Abatement of the said original Cause against the several other above-named Defendants to the revived Suit, as if they had been Parties to the said several Proceedings, the said Defendants by their Counsel undertaking to be bound thereby: And whereas the said Testator at the Time of his Death was seised in Fee of or absolutely entitled to a Fourth Share in the *Wigan* Waterworks: And whereas the said *Wigan* Waterworks were an Undertaking established pursuant to an Act passed in the Fourth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for supplying the Borough and Town of* Wigan *in the County of* Lancaster *with fresh and wholesome Water*, but the Persons establishing and forming the said Company never were incorporated, and though the Interest in such Undertaking has been considered to be of a Freehold Nature, yet Doubts have been entertained whether the same may not be Personal Estate; and certain Leasehold and other Personal Property formed, at the Death of the said Testator, and still forms, Part of the Assets of the said Company: And whereas the said *Thomas Pemberton*, shortly after the Decease of the

Decree of Chancery, dated 16th Nov. 1846, establishing Will and Codicils.

4 G. 3. c. 75.

the said Testator, obtained a Licence from the Crown to use and bear the Surname of *Leigh* in addition to and after the Surname of *Pemberton*, and to use and bear the Arms of *Leigh* granted to the said Testator, and has since used and borne the Surname and Arms of *Leigh* accordingly, and is now in the Possession and in the Receipt of the Rents and Profits of the Estates and Hereditaments devised by the Will of the said Sir *Robert Holt Leigh* in strict Settlement as aforesaid, since the Death of the said Testator, such Possession and Receipt of Rents and Profits being, during the Lifetime of the said *Loveday Cooke*, under an Assignment of her Life Interest under the said Will: And whereas the said *Wigan* Waterworks at the Time of the Death of the said Testator produced a net average Profit or Income of Two hundred and sixty Pounds *per Annum* or thereabouts, One Fourth Part of which the said Testator was in the habit of receiving, and the said *Thomas Pemberton Leigh* as such Tenant for Life as aforesaid, for the First Year after the said Testator's Death, received the Sum of Forty Pounds Seven Shillings and Threepence in respect of such Income, but in consequence of the increased Demand for Water in the Town of *Wigan* it was deemed by the said Company to be necessary that the said Works should be improved and extended, and in consequence thereof from that Time, not only the whole Surplus Income of the said Works, instead of being divided amongst the Proprietors, has been laid out and expended in such Improvement and Extension, but in addition thereto the Proprietors have been called upon to pay and have paid large Sums of Money out of their own private Funds in order to defray the Expenses of such Improvements and Extension, and the Proportion of such Monies which has been payable in respect of the Testator's Share in the said Works has amounted to the Sum of Nine hundred and twenty-five Pounds, which Sum has been advanced and paid by the said *Thomas Pemberton Leigh* out of his own Monies, besides the Amount of Income which would have been payable to him as Tenant for Life if the same had not been expended in manner aforesaid, and which Income, as appears by the Accounts of the said Company, has amounted to the Sum of One thousand three hundred and ninety-six Pounds Sixteen Shillings and Sixpence, making the whole Sum advanced to the said Undertaking by the said *Thomas Pemberton Leigh* the Sum of Two thousand three hundred and twenty-one Pounds Sixteen Shillings and Sixpence, while he has only received, in respect of the said Income, the aforesaid Sum of Forty Pounds Seven Shillings and Threepence: And whereas by means of such Expenditure as aforesaid the net Income of the said Undertaking has been raised from the Sum of One hundred and thirty-two Pounds Seven Shillings and Tenpence, the Amount thereof for the Year succeeding the Testator's Death, to the Sum of One thousand one hundred and seventeen Pounds Thirteen Shillings and Threepence, the Amount thereof in the Year One thousand eight hundred and fifty-two:

two: And whereas the said *Henry Gaskell* died on or about the Third Day of *June* One thousand eight hundred and forty-nine: And whereas the said *James* Earl of *Balcarres* (now Earl of *Crawford and Balcarres*), being desirous of retiring from the Trusts reposed in him by the Will of the said Sir *Robert Holt Leigh*, the said *Thomas Pemberton Leigh*, pursuant to a Power given him by the said Will, did, by a Deed Poll under his Hand and Seal, dated the Twenty-first Day of *February* One thousand eight hundred and fifty, appoint the said *James Hordern* to be a Trustee under the said Will and Codicils of the said Sir *Robert Holt Leigh*, in the room of the said Earl of *Crawford and Balcarres*, and did also appoint *Thomas Cooke Wright* of *Lincoln's Inn* in the County of *Middlesex*, Barrister-at-Law, to be a Trustee under the same Will and Codicils, in the room of the said *Henry Gaskell* deceased: And whereas the Trust Premises vested in the said *James* Earl of *Crawford and Balcarres*, as such surviving Trustee as aforesaid, were duly vested in the said *James Hordern* and *Thomas Cooke Wright:* And whereas by Articles of Agreement dated the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two, and expressed to be made between the said *James Hordern* and *Thomas Cooke Wright*, *John Woodcock* and *Henry Woodcock*, *Edward Scott*, *Arthur Heron Henry Whittaker*, *Thomas Gaskell*, *John Pratt*, and *Jeffrey Smith*, being the several Shareholders of and in the said *Wigan* Waterworks Company, of the one Part, and the Local Board of Health for the Borough of *Wigan* aforesaid of the other Part, it was witnessed, that the said Parties thereto of the First Part, by virtue of the Powers and Authorities given by and contained in the "Public Health Act, 1848," and the "Lands Clauses Consolidation Act, 1845," and of every other Power and Authority enabling them in that Behalf, thereby contracted and agreed to sell and dispose of to the said Local Board of Health for the Borough of *Wigan*, at such Price as should be fixed by the Arbitration and Award therein-after provided for, and the said Local Board of Health for the Borough of *Wigan*, by virtue of the Powers and Authorities given by and contained in the said Two last-mentioned Acts of Parliament, and of every other Power and Authority enabling them, and with the Approval of the General Board of Health, in Writing under their Seal and the Hand of Two of the Members thereof, contracted and agreed to purchase, at the Price which should be so fixed, the *Wigan* Waterworks, with their Appurtenances, and all the Rights, Powers, and Privileges granted by the Act of Parliament of the Fourth Year of the Reign of King *George* the Third of taking and using the several Springs of Water mentioned in the same Act, and of making Reservoirs, Drains, and Aqueducts, and of supplying Water; and all other the Rights, Powers, and Privileges granted by the said Act, as the same were at the Date of the Agreement now in recital subsisting and capable of being exercised by the said Company, and

Agreement, dated 27th Dec. 1852, for Sale of the Wigan Waterworks to the Local Board of Health.

also all the Works, Reservoirs, Drains, Aqueducts, Watercourses, Conduits, Main, Service, and other Pipes, Water-valves, Air Vessels, Stopcocks, Engines, Apparatus, Implements, Utensils, and Plant of every Description, which had been made, constructed, laid down, fixed, or acquired by the said Company under the Powers or for the Purposes of the said Act of the Fourth Year of the Reign of King *George* the Third, or otherwise howsoever, as the same then belonged to or were used or held by the said Company, and also all the Freehold and Leasehold Messuages, Lands, Tenements, and Hereditaments, and all the Rights, Powers, Privileges, and Easements which either had been purchased or taken on Lease, or had been agreed to be purchased or taken on Lease, or had been otherwise acquired by and then belonged to the said Company, at and upon the Terms, and for all the Estate, Right, Title, and Interest, on and for which the said Company was then seised or possessed of or entitled to or interested in the same respectively, including therein the House for the Waterman or Turncock at the Reservoir No. 1 in *Coppull Lane* in *Wigan* aforesaid, the said Reservoir No. 1, the Reservoir No. 2 at *Whitley* within *Wigan* aforesaid, with the Watercourses, Drains, Pipes, and Apparatus connected therewith respectively, the Right or Privilege of conducting, taking, and using several Springs of Water arising in and issuing out of the Estate of *Charles Standish* Esquire, in *Standish*, the Rights or Privileges of using and repairing the said Two Reservoirs, and of taking or using the Water overflowing from the Railway Tank in *Standish*, and of conducting the same into *Wigan* by means of Pipes laid in the Drains and on or under the Bridges of the *North Union* Railway, and all the Leases, Agreements for Leases, and Contracts, and all other whatsoever the Property and Effects, Rights and Privileges of the said Waterworks Company (except only the Rents, Rates, Sums of Money, Debts, and Credits then due and owing and which might thereafter become due to them the said Company), and it was by the Agreement now in recital also witnessed, that for the Purpose of fixing and determining the Price to be paid to the said Local Board of Health for the Borough of *Wigan* to the said *Wigan* Waterworks Company for the Purchase of the Property and Premises aforesaid, the said Parties thereto of the First Part, at the Request of the said Local Board of Health, and in pursuance of the Provisions of the said "Public Health Act, 1848," did thereby appoint *Thomas Hawksley*, of No. 3, *Great George Street*, in the City of *Westminster*, Civil Engineer, to be an Arbitrator in the Premises, and the said Local Board of Health for the Borough of *Wigan*, on the Request of the said Parties thereto of the First Part, and in pursuance of the Provisions of the said "Public Health Act, 1848," thereby appointed *John Frederick Bateman* of *Manchester* in the said County of *Lancaster*, Civil Engineer, to be an Arbitrator in the Premises, and it was thereby mutually agreed and declared between and by the Parties thereto

thereto that the said Parties thereto of the First Part should, when and so soon as they should be required by the said Arbitrators or either of them, and to their Satisfaction, furnish to each of them in Writing correct and proper Particulars of the said Waterworks, Property, Rights, Powers, Privileges, and Premises thereby agreed to be sold, and of the Nature of the Right, Title, and Interest of the said Parties thereto of the First Part therein and thereto, and further, that the said Arbitrators or their Umpire should fix, determine, and award the Price which should be paid to the said *Wigan* Waterworks Company by the said Local Board of Health for the Purchase of all the Property, Rights, Privileges, Easements, and Premises therein-before agreed to be sold, and for all the Estate, Right, Title, and Interest of the said *Wigan* Waterworks Company therein, whatever they might be at the Date of the Agreement now in recital, and that the Arbitration should be conducted under the Provisions of and the Arbitrators and their Umpire should have all the Duties and Powers conferred by the "Public Health Act, 1848," and that the several Sections of the same Act numbered 123 to 128, both inclusive, should in all respects apply to the said Arbitration, and bind the Parties thereto, their Successors, Heirs, Executors, Administrators, and Assigns; and in the Agreement now in recital were contained Clauses providing for making the Award in Writing, and for giving Copies of the said Award duly signed to the said Parties thereto, fixing the Time of Completion of Purchase and Payment of Purchase Money, or securing the said Payment, and fixing the Rate of Interest, *videlicet*, Four Pounds *per Centum per Annum*, to be paid by the said Local Board of Health in case of Non-completion at the Period therein named, and providing for Payment of Purchase Money and Interest to the Persons entitled thereto, or into the Bank of *England*, in conformity with the "Lands Clauses Consolidation Act, 1845," as the Case might require, and for the Execution of all proper Conveyances and Assignments, to be prepared by and at the Expense of the said Local Board of Health, and providing for the Payment of the Costs of preparing and executing the Agreement now in recital by the said *Wigan* Waterworks Company and the said Local Board of Health in equal Shares, and directing that the Costs of the said Arbitration should be paid according to the Award of the said Arbitrators or their Umpire: And whereas the said *Thomas Pemberton Leigh* has not any Issue: And whereas the said *Roger Yates*, who under a Licence recently obtained from the Crown now uses the Surname of *Leigh* instead of the Surname of *Yates*, is an Infant of the Age of Fourteen Years or thereabouts: And whereas many Parts of the said Estates by the said Will of the said Sir *Robert Holt Leigh* devised in strict Settlement as aforesaid, which are not at present built upon, and especially several Parcels of Land situate in and near the Town of *Wigan*, and in the Townships of *Hindley*, *Orrell*, and *Up-holland*, in the said

County

County of *Lancaster*, and specified in the Schedule hereunto annexed, are conveniently situated and well adapted for building upon, and might be let with Advantage for that Purpose, if the Trustees had Power under the said Will to grant such Terms of Years as may be necessary to induce Persons to lay out Money for that Purpose: And whereas the Buildings in the Town of *Wigan*, also described in the Schedule hereunto annexed, are for the most part very ancient and of an inferior Description, and the same were at the Testator's Death and still are in a nearly ruinous Condition, and require to be rebuilt: And whereas it is not the Custom in the said Town of *Wigan* and the Neighbourhood where the said Estates are situate for Persons to lay out Money in rebuilding or making expensive Repairs and Improvements in manufacturing Houses and other Buildings, unless under Leases or Demises for very long Terms of Years; but the said Parts of the said Estates might be disposed of at very considerably increased annual Rents for such building, rebuilding, and repairing Purposes, under Demises or Leases for long Terms of Years: And whereas the said herein-before recited Will does not contain any Power to grant Leases for building, rebuilding, or repairing Purposes, and consequently such Leases cannot be granted without the Authority of Parliament: And whereas Mining Leases have been granted of the Mines and Minerals by the said Will of the said Sir *Robert Holt Leigh* authorized to be demised, and the Lessees under such Leases, or some of them, have worked the Mines and Minerals in the Neighbourhood of and up to the Mines and Minerals under and within Two hundred Yards of *Hindley Hall* aforesaid, and up to the Mines and Minerals under and within the Paddock to the same: And whereas it is considered that the Mines and Minerals under and within the said Paddock, and under and within the Lands not less than the Distance of Fifty Yards on each Side of *Hindley Hall* aforesaid, might be worked without Danger to the said Mansion; and inasmuch as such Mines and Minerals as last aforesaid could be worked from the neighbouring Workings without breaking the Surface or erecting any Works or Constructions upon the Surface of the said Paddock or within Two hundred Yards of the Mansion aforesaid, the same Mines and Minerals might be worked without any Annoyance to the Occupiers of the said Mansion, and in fact the said Testator himself in his Lifetime granted several Leases of Cannel and of Seams of Coal under and within the Space so reserved out of the said Power of leasing, and great Part of the Cannel and some Portion of the Coal has been worked and gotten under such Leases: And whereas the Mines and Minerals still left within the said reserved Space are considered to be of considerable Value, and may be most conveniently gotten by means of the Shafts and Pits at present open in the adjoining Lands: And whereas, inasmuch as the neighbouring Mines and Minerals, or some of them, will be shortly worked out, and the

the Mines and Minerals within and under the said Paddock, and within and under the Distance aforesaid, on each Side of *Hindley Hall* aforesaid, could not without great Difficulty, if at all, be made the Subject of a separate Mining Undertaking, it is apprehended that the Benefit of the last-mentioned Mines and Minerals will be lost to the Persons entitled under the Will of the said Sir *Robert Holt Leigh*, unless Leases of the same Mines and Minerals be forthwith granted; but by reason of the Exception from the Power contained in the said Will to grant Mining Leases such Leases cannot be granted without the Authority of Parliament: And whereas it is just and right that the said Sum of Two thousand three hundred and twenty-one Pounds Sixteen Shillings and Sixpence, expended by the said *Thomas Pemberton Leigh* in relation to the said Fourth Share of the *Wigan* Waterworks Company as aforesaid, should be reimbursed to the said *Thomas Pemberton Leigh* out of the Proceeds of the Sale of the said Share: And whereas it may be doubtful whether the said *James Hordern* and *Thomas Cooke Wright*, as such Trustees as aforesaid, can make a good Conveyance of all the Estate and Interest of the said Testator in the said Company and the Assets thereof, without the Authority of Parliament, and in the event of such Purchase not being completed by the said Local Board of Health such Trustees would have no Power to sell such Share without such Authority, although it is for the Benefit of the Estate that the same should be sold: And whereas the said *James* Earl of *Crawford and Balcarres*, the Honourable *Alexander William Crawford Lindsay* commonly called Lord *Lindsay*, and the Honourable *James Lindsay*, are the Guardians of the said *Roger Leigh:* Wherefore Your Majesty's most dutiful and loyal Subjects, *Thomas Pemberton Leigh*, *James Hordern*, and *Thomas Cooke Wright*, and the said *Mary Leigh*, *Edward Owen Pemberton*, *Mary Owen Hordern*, Sir *John Croft* and Dame *Anne Knox Croft*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Power to lease Lands in Schedule for 99 Years.

I. That from and immediately after the passing of this Act it shall and may be lawful for the Person or Persons who would for the Time being be entitled under the said Will of the said Sir *Robert Holt Leigh* to exercise the Power of leasing for Twenty-one Years in the same Will contained, by some Writing under his, her, or their Hand or Hands, to contract and agree to demise or lease, and afterwards, by any Indenture or Indentures to be sealed and delivered by him, her, or them in the Presence of and attested by Two or more Witnesses, and either referring or not referring to this present Power, to demise or lease, or in the first instance, and without any such previous Contract or Agreement, by any such Indenture or

Indentures, executed and attested as last aforesaid, to demise or lease, all or any Part or Parts of the Lands, Messuages, and Hereditaments comprised in the Schedule to this Act, unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, or Assigns, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, and to commence or be computed from the Date of such Contract, Agreement, or Lease, who shall be willing substantially to improve or repair any of the present or future Messuages or Cottages, Houses or other Erections or Buildings, upon any Part of the same Lands or Hereditaments respectively, or to erect and build any Messuages or Cottages, Houses or other Erections or Buildings, in lieu or stead thereof or in addition thereto, or to erect and build any Messuages or Cottages, Houses or other Erections or Buildings, on any Part or Parts of the said Lands and Hereditaments whereon no Buildings shall be then standing, or who shall be willing to annex any of the said Lands and Hereditaments respectively for Gardens, Yards, or other Conveniences to Buildings erected and built on the said Lands and Hereditaments or any of them respectively, or to the Executors, Administrators, or Assigns or the Nominee or Nominees of such Person or Persons respectively; with or without Liberty for the Lessee or Lessees, to take down or remove all or any Part or Parts of the Messuages, Cottages, Houses, Buildings, or Works for the Time being standing or being upon or within the Lands or Grounds in any such Contracts or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon; and with or without Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Lands or Grounds to be comprised in any such Contract or Demise or Lease respectively, for Yards, Gardens, or Pleasure Grounds to be attached to the Messuages, Cottages, Erections, or other Buildings which may be built on the Land or Ground so demised or leased, or contracted so to be, and also for the Site of any Streets, Squares, private or public Roads, Ways, Passages, or Avenues, or otherwise for the Use and Convenience of the Lessee or Lessees, or other Tenants or Occupiers of the Premises, or for the general Improvement of the Premises, and to make Drains, Sewers, and other Easements for the more convenient Enjoyment thereof, and to dig and take from and out of the Land or Ground to be comprised in any such Lease or Contract any Stones, 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 manufacture the same into Bricks or Tiles or other Materials, to be respectively used in and about such Buildings or other Improvements to be erected or made in or upon the Premises so demised or leased, but not otherwise; and also with or without any other Liberties, Easements, or Privileges which to the

Persons

Persons or Person granting such Leases or Contracts respectively seem reasonable, and as are not unusual in Leases of a like Description; so that upon every such Contract, Demise, or Lease there be reserved the best or most improved Rent or Rents that can be reasonably obtained for the same, to commence or take effect from the Date or Commencement of every such Lease or Contract respectively, or at the End of or within the Term of Five Years to be computed from the Date of such Lease or Contract respectively, or by progressive Proportions at any Time within the said Term of Five Years; and so that every such Contract, Demise, or Lease as aforesaid be made without taking any Fine, or Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof; and provided also, that the Premises comprised in any such Contract or Agreement may be afterwards demised or leased in such separate and distinct Parts or Parcels, and by such separate and distinct Leases, and under and subject to such separate and distinct Parts and Portions of the yearly Rent or Rents reserved or agreed to be reserved by any such Contract or Agreement as shall be thought secure, proper, or convenient; but so nevertheless that no such Portion of Rent to be reserved upon the Lease or Leases to be granted of any Part or Parts only of the Hereditaments comprised in and agreed to be leased by any One such Contract or Agreement as aforesaid shall be of less Amount than Twenty Shillings *per Annum*, and that the total Amount of Rent reserved by such Leases shall not be less than the total Rent reserved by the Contract; and so that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Lands comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use; and if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, it shall be lawful for the Person or Persons for the Time being entitled to exercise the said Power of leasing to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be 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 Case be provided for, but so nevertheless that no Part or Parts of the said Hereditaments shall ever be liable to a Rent

of

of less than Twenty Shillings *per Annum*; provided also, that in every such Contract or Agreement there shall be inserted a Clause or Condition of Re-entry (into such Part or Parcels of the Hereditaments in such Contract or Agreement comprised and agreed to be leased, and not actually leased at the Time of Re-entry,) for Breach of any of the Stipulations in such Contract or Agreement contained on the Part of the intended Lessee or Lessees as to such Property so not actually leased; provided also, that there be contained in every such Demise or Lease made for the Purpose of having Buildings erected or repaired a Covenant or Covenants from the Lessee or Lessees to erect, build, and finish, and from Time to Time during the Term thereby created well and substantially to repair and keep in repair, all and singular the Messuages, Cottages, Erections, and other Buildings to be comprised in or to be covenanted to be erected and built by or be in progress at the Time of the Execution of every such Demise or Lease, or to be thereafter erected and built upon the Premises thereby demised and leased, and to keep all the Buildings in every such Demise or Lease to be comprised, or covenanted to be built or finished, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some One or more of the public Offices of Insurance in *England* for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire, and at the End or other sooner Termination of the Term to be created by any Demise or Lease to surrender the Premises thereby demised and leased; and so that there be contained in every such Demise or Lease a Power for the Person or Persons for the Time being entitled to the Rents and Profits of the Premises demised or leased, and his, her, or their Surveyors, Agents, and Workmen, to enter upon the Premises at all reasonable Times, and inspect the Condition thereof, and also a Clause in the Nature of a Condition of Re-entry for the Nonpayment of the Rent thereby reserved by any Space not exceeding Sixty Days next after the same shall become payable, or for Nonperformance of the Covenants, Provisoes, and Agreements therein contained on the Part of the Lessee or Lessees; and in such Demises or Leases respectively, or Contracts for a Lease or Leases respectively, there may be inserted all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Parties or Party making or executing any such Contract or Contracts, or Lease or Leases, to be reasonable and proper; so that the Lessee or Lessees to be named in every such Demise or Lease do seal and execute a Counterpart or Counterparts or Duplicate or Duplicates of each such Demise, of which Counterpart or Counterparts, or Duplicate or Duplicates, a Receipt in the Lease or an Indorsement thereon shall, as against the Persons claiming

claiming under the said Will of the said Sir *Robert Holt Leigh*, be conclusive Evidence.

In case of Re-entry, the Premises may be again leased.

II. That if the Possession of any of the Premises comprised in any such Building or Repairing Lease, or Contract for any Building or Repairing Lease as aforesaid, shall be entered upon or resumed or recovered under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant or make Leases as aforesaid to grant or make Leases for Building or Repairing Purposes as aforesaid, and to enter into Contracts for the making or granting of Leases for Building or Repairing Purposes, and afterwards to grant such Leases, of all or any Part or Parts of the Lands, Hereditaments, and Premises herein-before authorized to be demised, in the same Manner as if no Lease or Contract for a Lease thereof had previously been granted or entered into.

Power to modify and enter into new Contracts for Building or Repairing Leases.

III. That it shall be lawful for the Person or Persons for the Time being empowered by this Act to grant Leases for the Purposes of building or repairing as aforesaid, from Time to Time to enter into any new Contract or Contracts (such new Contract or Contracts not being substantially inconsistent with the Power of making or granting Building or Repairing Leases given by this Act) with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, his, her, or their respective Heirs, Executors, Administrators, or Assigns, by way of Addition and Modification, Alteration or Explanation, of all or any of the Covenants, Agreements, and Stipulations in such Contract or Contracts respectively contained or 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, his, her, or their respective Heirs, Executors, Administrators, or Assigns, from the Observance and Performance of all or any Part of the same Contract or Contracts respectively, or of any of the Stipulations therein contained, and, if the same be thought expedient, to enter into with or take from such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, any Covenants, Agreements, or Stipulations in lieu of the Part or Parts of the same Contract or Contracts respectively which shall be so released, modified, or altered, or to accept a Surrender of all or any Part of the Hereditaments and Premises comprised in any such Contract, and the Hereditaments and Premises so surrendered may be contracted and agreed to be leased, and afterwards leased, under the Powers herein-before contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Leases under this Act to be deemed to have been duly made.

IV. That every Lease to be made or granted under the Provisions and according to the Restrictions of the Powers in this Act contained, and not being substantially inconsistent with the Powers given by this Act, shall be deemed and taken to be duly made or granted, although the same shall have been made in pursuance or in consequence of a previous Contract, and such Contract shall not have been in all respects duly observed; and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title, at Law or in Equity, to or to the Benefit of such Lease, or to or to the Benefit of the Term or Interest thereby granted.

Power to lay out Streets or Avenues.

V. That it shall be lawful for the Persons or Person for the Time being empowered by this Act to make or grant Leases for the Purpose of building or repairing as aforesaid to lay out and appropriate, or to concur in laying out and appropriating, any Part of the Land and Hereditaments herein-before authorized to be so leased as aforesaid, as and for a Street or Streets, Way or Ways, Avenue or Avenues, Square or Squares, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the Estate and the Accommodation of the Tenants or Occupiers thereof.

Power to confirm Leases.

VI. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to make or grant Leases for Building or Repairing Purposes as aforesaid to confirm any Lease or Leases to be made or granted by virtue of this Act, in any Case or Cases in which for some technical Error or Informality in making or granting or executing the same, or entering into the Contract for making or granting the same, such Lease or Leases may be or may be considered or supposed to be void or voidable.

Act not to affect the Powers of leasing contained in the Will of Sir Robert Holt Leigh.

VII. Provided always, That this Act shall not, nor shall anything herein contained, be deemed, construed, or taken to annul, prejudice, lessen, or affect the several Powers of leasing contained in the said Will of the said Sir *Robert Holt Leigh*, or any of the same Powers, except that the same shall not be exerciseable to the Prejudice of any Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, or Assigns, claiming under any Lease or Leases, or Contract or Contracts for a Lease or Leases, to be made or entered into pursuant to the Provisions of this Act.

Power to grant Mining Leases.

VIII. That it shall and may be lawful for the Person or Persons who shall for the Time being be entitled under the said Will of the said Sir *Robert Holt Leigh* to exercise the Powers in the said Will contained of granting Leases of Mines of Coal and Cannel, as in the same Will mentioned and herein-before is recited, to grant and demise unto

unto any Person or Persons for any Term or Number of Years not exceeding Thirty-one Years, to commence in possession, and not in reversion, the whole or any Part or Parts of the Mines of Coal and Cannel or either of them under and within Two hundred Yards on each Side of *Hindley Hall* aforesaid, and also under and within the Paddock belonging to the same, but not under or within Fifty Yards on each Side of *Hindley Hall* aforesaid, in the same Manner in every respect, and with the like Rights, Licences, and Easements, (except as herein-after mentioned,) as the Mines and Minerals hereby authorized to be demised or leased might under or by virtue of the said Will of the said Sir *Robert Holt Leigh* have been demised or leased in case the only Mines and Minerals excepted out of the Power therein contained to grant Leases for Mining Purposes had been the Mines and Minerals within and under Fifty Yards on each Side of *Hindley Hall* aforesaid; and so that the said Mines and Minerals hereby authorized to be demised or leased may be demised or leased either separately or in conjunction with any Mines and Minerals by the said Will authorized to be demised or leased; and so that in the latter Case it shall not be necessary that separate Reservations be made of the Rents, Royalties, and other Reservations to be payable in respect of the Mines and Minerals which can only be demised or leased under or by virtue of this Act, but an entire Reservation may be made in respect of the whole of the Mines and Minerals comprised in any such Demise or Lease: Provided always, that every Demise or Lease which shall comprise or extend to any Mines and Minerals which can only be demised or leased under or by virtue of this Act shall be made with the Consent and Approbation in Writing of the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will; and that no such Demise or Lease as last aforesaid shall extend to or comprise the Surface of the Lands within Two hundred Yards on each Side of *Hindley Hall* aforesaid, or of the Paddock belonging to the same, or authorize the Lessees to enter upon or use such Surface or any Part thereof; and that every such Demise or Lease do and shall contain a Clause restraining the Lessees from working the Mines and Minerals demised or leased to them as aforesaid in such Manner as may in anywise damage such Surface as aforesaid.

Mining Rents and Royalties to be received by the Trustees.

IX. That the Rents, Royalties, and Reservations to be reserved and made payable upon any Lease granted under the Powers lastly herein-before contained, or any Lease including Mines comprised in the Powers last herein-before contained, shall, during the Subsistence of the Limitations contained in the said Will of the said Sir *Robert Holt Leigh*, be received by the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of

of such Survivor, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will; and the Receipt or Receipts of the said Trustees or Trustee for the Time being shall be an effectual Discharge or effectual Discharges to the Lessee or Lessees respectively, and their respective Heirs, Executors, Administrators, and Assigns, and to all other Persons, for the Rents, Royalties, or other Reservations to be reserved or made payable by any such Demise or Lease for Mining Purposes, as herein-before is mentioned, or for such Part or Parts of the same Rents, Royalties, and other Reservations as shall in such Receipt or Receipts be expressed to be paid; and after such Receipt or Receipts shall be given such Lessees or other Persons, and their respective Heirs, Executors, Administrators, and Assigns, shall not be bound or concerned to see to the Application of the Monies therein respectively expressed to be paid, or be answerable for the Misapplication or Nonapplication thereof; but nothing in this Provision contained shall be construed or taken to prejudice or affect the Power of Re-entry or any other Remedies of the Person or Persons entitled in reversion expectant on any Lease granted under the Power of leasing last herein-before contained for compelling Payment of the Rents, Royalties, and Reservations.

Power to apportion Rents.

X. That it shall be lawful for the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will, to determine and decide as to what Portion of the Rents, Royalties, and other Reservations received under any Lease comprising or extending to Mines and Minerals which can only under or by virtue of this Act be demised or leased shall be considered to have been received in respect of such Mines and Minerals as last aforesaid; and that the corresponding apportioned Part of the aforesaid Rents, Royalties, and other Reservations, or, in the Case of a Lease of Mines and Minerals which can only under or by virtue of this Act be demised or leased exclusively of any other Mines and Minerals, then the whole of such Rents, Royalties, and other Reservations, shall be held and applied upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations herein-after contained; (that is to say,) as to so much of the said apportioned Part or Entirety (as the Case may be) of the said Rents, Royalties, and other Reservations as shall become due or payable during so long as the said *Thomas Remberton Leigh* or any other Person shall, under or by virtue of the said Will, be entitled to the Possession or the Receipt of the Rents and Profits of the said Hereditaments thereby devised in strict Settlement as Tenant for Life, or, in the Character of Tenant for Life in Remainder, shall, during a Vacancy or Suspense of Issue, be entitled to

to have such Rents and Profits paid to him, the same shall be by the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will, paid and applied Three equal Fourth Parts thereof to the said *Thomas Pemberton Leigh* or such other Tenant for Life as aforesaid, for his or their own Use, and the other or remaining One equal Fourth Part shall be held and applied by the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will of the said Sir *Robert Holt Leigh*, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers in and by the same Will declared and contained of or concerning the ultimate Residue of his Personal Estate thereby directed to be laid out in the Purchase of Lands to be settled as herein-before is recited; and as to the whole of such apportioned Part or Entirety (as the Case may be) of the said Rents, Royalties, or other Reservations which shall become due or payable at any Time or Times when there shall not be any Person entitled as aforesaid, the same shall be paid and applied by the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will, and the apportioned Part of the Rents, Reservations, and Royalties payable in respect of the Portions of the Premises subject to the Power of leasing in the said Will of the said Sir *Robert Holt Leigh*, shall at all Times be paid and applied to the Person or Persons, for the Purposes, and in the Manner, to whom, and for, and in which, under or by virtue of the said Will, the Remainder of the yearly Rents, Issues, and Profits of the Hereditaments thereby devised in strict Settlement as aforesaid shall be payable or applicable.

Power to sell Testator's Share in the Wigan Waterworks.

XI. That it shall be lawful for the said *James Hordern* and *Thomas Cooke Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said Sir *Robert Holt Leigh*, and they or he are hereby required, to carry into effect and complete the Sale of the said Fourth Share in the *Wigan* Waterworks, pursuant to the said Contract of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two, or to rescind the same Contract, if they or he shall think fit, nevertheless without Prejudice to the Rights which other Parties to the said Contract may have to enforce the same, and in case the said Contract shall be rescinded, then, at the Request of the said *Thomas Pemberton Leigh*, his Executors or Administrators, to sell and dispose of the same Fourth Part of the said Waterworks, either by Public Sale or Private Contract, and either altogether

altogether or in any undivided Shares, with Power for them the said Trustees or Trustee to insert any such special or other Stipulations in any Conditions of Sale or Contract of Sale of the said Premises or any undivided Share thereof as they or he shall think fit, and to buy in or rescind any Contract for Sale of the said Premises or any undivided Share thereof, and to resell the same, without being responsible for any Loss occasioned thereby, and so that for effectuating any such Sale as aforesaid, including the Sale pursuant to the said Contract of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two, it shall be lawful for the said Trustees or Trustee, at such Request as aforesaid, and in the same Manner in every respect as if the Power of Sale hereby given had been a Power limited by the Will of the said Sir *Robert Holt Leigh*, by any Deed or Deeds to grant and assure the Premises sold to any Person or Persons, to such Use or Uses, and for such Estate or Estates, and in such Manner as shall be thought necessary or expedient for the Purpose of effecting any such Sale.

Application of Purchase Money.

XII. That the Monies to arise by Sale made in pursuance of this Act of the said Fourth Share in the *Wigan* Waterworks, or any undivided Share thereof, in case such Sale be made, pursuant to the said Contract of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two, or pursuant to any other Contract with the Local Board of Health of the Borough of *Wigan*, shall be applied in the first place in Payment to the said *Thomas Pemberton Leigh*, his Executors, Administrators, and Assigns, of the Sum of Two thousand three hundred and twenty-one Pounds Sixteen Shillings and Sixpence, advanced by the said *Thomas Pemberton Leigh* in respect of the said Fourth Share as aforesaid, and the Residue of such Purchase Money shall be paid in the Manner in which such Purchase Monies ought to be paid and applied according to the "Lands Clauses Consolidation Act, 1845," under the "Public Health Act, 1848;" and all and singular the Monies to arise by any Sale made in pursuance of this Act of the undivided Fourth Share of the said *Wigan* Waterworks, otherwise than under any Contract with the said Local Board of Health, shall be paid by the Purchaser or Purchasers thereof unto the said *James Hordern* and *Thomas Cooke Wright*, or other the Trustees or Trustee for the Time being of the said Will of the said Sir *Robert Holt Leigh*, whose Receipts in Writing shall be effectual Discharges to the Purchaser or Purchasers for the Money therein expressed to be received; and the said *James Hordern* and *Thomas Cooke Wright*, or other the Trustees or Trustee of the said Will of the said Sir *Robert Holt Leigh*, shall, by and out of the Monies received by them, pay all Costs, Charges, and Expenses relating to the Premises, and after Payment thereof shall pay to the said *Thomas Pemberton Leigh*, his Executors, Administrators, and Assigns, for his and their own Use, the

the Sum of Two thousand three hundred and twenty-one Pounds Sixteen Shillings and Sixpence, advanced by the said *Thomas Pemberton Leigh* in respect of the said Fourth Share as aforesaid, and shall stand possessed of all the Residue of the said Purchase Money upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, in and by the said Will of the said Sir *Robert Holt Leigh* declared and contained of or concerning the ultimate Residue of the Personal Estate of the said Sir *Robert Holt Leigh*, by his said Will directed to be laid out in the Purchase of Land, to be settled as in the said Will mentioned and herein-before is recited.

Trustees answerable for their own Acts only.

XIII. That the said *James Hordern* and *Thomas Cooke Wright*, or other the Trustees or Trustee for the Time being acting in the Execution of the said Will, and each and every of them, and the Heirs, Executors, and Administrators of them and each and every of them, shall be charged and chargeable respectively with such Monies only as they shall respectively actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses, or for the Misconduct of any Bailiff, Agent, or other Persons or Person who shall or may be appointed or employed by them or any of them in relation to the Premises; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of the said Will of the said Sir *Robert Holt Leigh*, to retain and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Trustees empowered to pay Expenses of Act, &c.

XIV. That it shall be lawful for the said *James Hordern* and *Thomas Cooke Wright*, and other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will, by and out of the Monies which shall come to their or his Hands or Hand under the said Will or under this Act, to pay all the Costs and Expenses incurred in applying for, obtaining, and passing this Act, and making or completing, as well the Mining Leases as the Building and Repairing Leases, and Conveyances of the said One Fourth Share of the said Waterworks, and the Contracts for the same respectively, hereby authorized or directed to be made, and in surveying and measuring the said Mines and Sites and Hereditaments to be comprised in any such Leases or Contracts respectively, and in or about the doing

doing and executing any other Acts, Deeds, Matters, or Things preliminary to granting such Leases, or making such Conveyances, or entering into such Contracts, and in ascertaining from Time to Time what Proportion of the Coal, Cannel, and other Minerals gotten by virtue of such Mining Leases shall have been gotten from the Mines which can only under or virtue of this Act be demised or leased, and in investing the aforesaid Monies or any of them in the Purchase of Lands as aforesaid, and investigating the Title of the same, or otherwise in carrying the Trusts and Purposes of this Act into effect.

General Saving.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Corporate, Collegiate, or Politic, his, her, or their Heirs, Successors, Executors, and Administrators, (other than and except the said *Thomas Pemberton Leigh* and his Assigns, and the First and other Sons of the said *Thomas Pemberton Leigh*, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Roger Leigh* and his Assigns, and the First and other Sons of the said *Roger Leigh*, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *James Hordern* and *Thomas Cooke Wright* as such Trustees as aforesaid, their and each of their Heirs, Executors, and Administrators, and the right Heirs of the said Sir *Robert Holt Leigh*, and all and every other Person and Persons whomsoever to whom any Estate, Right, Title, or Interest whatsoever of or in the Lands and Hereditaments devised by the said Will and Codicils of the said Sir *Robert Holt Leigh* has been devised and limited shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said Sir *Robert Holt Leigh*,) all such Estate, Right, Title, Property, Claim, and Demand whatsoever of, in, to, out of, or upon all and singular the Premises intended to be affected by this Act, or any of them, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed.

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

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

The

Pemberton Leigh's Estate.

The SCHEDULE in the foregoing Act referred to.

Lands, Messuages, and Hereditaments in the Township of Wigan.

Names of Tenants.	Description of Premises.	Quantity, Statute Measure. A.	R.	P.
Alexander Howden Haliburton, Esquire.	Whitley Hall and Outbuildings -	0	3	0
Do. - - -	Meadow - - -	2	1	24
Do. - - -	Wood - - - -	0	0	34
Do. - - -	Field below Whitley - -	16	0	10
Do. - - -	Cottage - - -	0	0	7
Do. - - -	Garden and Plantation - -	2	2	10
Do. - - - -	Pasture - - -	1	3	12
Do. - - -	Garden - - - -	0	1	3
Do. - - -	Plantation - - -	0	1	12
Do. - - -	Meadow - - -	5	0	10
Do. - - - -	Pasture - - - -	8	2	10
Do. - - -	Buildings - - -	0	0	8
Do. - - -	Garden and Outbuildings -	0	3	12
Do. - - -	Bullock Meadow - -	6	3	15
Do. - - -	Plantation - - -	0	2	29
Do. George Jackson, Subtenant.	Piece beyond Railway - -	0	3	35
James Eckersley, Esquire -	Southworth House, &c. - -	1	3	0
Do. - - -	Field below Garden - -	3	3	32
Do. - - -	Meadow - - -	3	3	32
Do. - - -	Plantation - - -	0	1	33
Ralph Darlington, Esquire -	Lowe's Tenement - -	3	0	27
Do. - - -	Same - - -	1	0	7
Do. - - -	Same - - -	0	3	22
Do. - - -	Same - - -	3	2	16
Mr. William Davies (Mrs. Peck, Subtenant).	2 Houses and Gardens - -	0	1	1
Thomas Eckersley, Esquire (Part Mrs. Worthington's for her Life).	Two Houses and Gardens -	0	0	35
Miss Sarah Clegg - -	House and Garden - -	0	0	31
Mr. James Hart - - -	Five Cottages and Gardens -	0	1	4
Wigan Waterworks Company -	Reservoir - - -	2	2	17
Thomas Brennand and Thomas Hird.	Big Meadow - - -	11	2	31
Do. - - -	Triangular Piece - -	0	2	8
Do. - - -	Big Pasture - - -	11	3	28
Do. - - -	Wood - - -	0	2	17
Do. - - -	Longshaw Hey - - -	4	2	36
Henry Woodcock, Esquire -	Part of Garden - -	0	2	27
Do. - - -	Part of Field before the House -	3	0	20

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantity, Statute Measure. A.	R.	P.
Arthur Heron, Esquire - -	White Cross Heys - -	3	0	2
James and Nathaniel Eckersley, Esquires.	Swan Neck Meadow - -	4	3	6
North Union Railway Company (let for a Term of 30 Years from at £30 per Year).	Piece of Land adjoining Faggy Lane, extending from the Station to Chapel Lane, used as a Timber Yard.	1	0	28
Peter Heys - - -	Pasture in Hardybutts - -	3	2	26
Do. - - -	Meadow - - -	1	2	29
	Total Quantity -	104	3	22

Lands and Messuages in the Township of Wigan.

Names of Tenants.	Description of Premises.	Quantities, Superficial Square Yards.
MARKET PLACE AND WIEND.		
Joshua Holt - - -	House, Shop, Smithy, Warehouse, &c.	
Peter Woods - - -	House and Shop.	
Nicholas and John Alker -	House, Shop, and Washhouse.	
Ellen Johnson - - -	Hole-ith'-Wall Public House.	
Elias Glencross - - -	Warehouse.	
William Greenless - -	Workshop.	
Thomas Hall - - -	House and Bakehouse.	
George Barrow - -	Cottage.	
Robert Ainscough - -	Ditto.	
Edwin Howarth Barnish (William Dickenson, Sub-tenant).	Ditto.	
Edwin Howarth Barnish - -	Warehouse.	
Thomas Morris (William McKenzie, Sub-tenant).	Public House and Premises.	
Archibald McLachlan - -	Three Tuns Public House and Premises.	
Joseph Cartwright - -	House and Shop, Wiend.	
Joseph Bullough - - -	Shop, ditto,	
	Total Area of the above -	1,875
William Cordeaux - -	House, Shop, Outbuildings, and Yard in Standishgate.	380
HALLGATE.		
William Parkinson - -	House, Shop, and Outbuildings -	717
Joseph Walsh - - -	House, Shippon, and Slaughter-house - - -	
Samuel Baldwin - -	House and Shop - - -	
John Bentham - - -	House, Shop, Shippon, and Yard -	
	Carry over -	2,972

Pemberton Leigh's Estate.

Names of Tenants.	Description of Property.	Quantities, Superficial Square Yards.
	WALLGATE.	
	Brought over -	2,972
John Finch - - -	Swan Inn, Outbuildings, Garden, and a Piece of Land used as a Quoiting Ground - - -	3,257
Richard Walmesley - -	House and Yard - -	
William Atherton Ainsworth -	House, Shop, and Currier's Workshop, Yard, &c. - -	
Rev. Peter King Simmons -	House and Garden - -	
	Total Quantity -	6,229

Lands in the Township of Hindley.

Names of Tenants.	Description.	Quantities, Statute Measure. A.	R.	P.
Oliver Ormrod - - -	Long Paddock - - - -	8	3	23
Robert Elliot - - -	Silcocks - - -	0	3	6
	Total Quantity -	9	2	29

Lands and Hereditaments in the Township of Orrell.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure. A.	R.	P.	Quantities, Statute Measure. A.	R.	P.
	ORRELL HALL.						
James Harrison - -	House, Outhousing, Garden, Fold, and Lane.	1	3	31	4	0	18
Do. - -	Barn Meadow - -	3	1	39	7	1	22
Do. - -	Hall Meadow - -	2	2	20	5	2	8
Do. - -	Old Coal Pit Field - -	2	3	36	6	1	7
Do. - -	Marled Hey - -	3	3	22	8	0	36
Do. - -	Half Acre - - -	0	2	25	1	1	22
Do. - -	Lower Dam Hey - -	2	2	9	5	1	25
Do. - -	Dam Slack - - -	0	3	33	2	0	4
Do. - -	Engine Croft - - -	0	2	5	1	0	20
Do. - -	Long Shoot - - -	2	2	6	5	1	19
Do. - -	Great Carr - -	2	0	28	4	2	16
Do. - -	Little Carr - - -	1	0	39	2	2	22
Do. - -	Park - - -	3	0	23	6	2	24
Do. - -	Higher Dam Hey - -	3	2	24	7	2	35

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.			Quantities, Statute Measure.		
		A.	R.	P.	A.	R.	P.
HARSNEPS.							
James Harrison, Mr. Whitburn, and Two others.	House, Outbuildings, Garden, Orchard, and Fold.	0	1	15	0	2	36
Do.	Yarn Croft	1	1	7	2	2	38
Do.	Delf Hey	1	0	10	2	0	39
Do.	Gorsey Hey	1	3	19	3	3	33
Do.	Little Gorsey Hey	0	3	19	1	3	14
Do.	Great Hey	2	2	35	5	3	0
Do.	Little Coal Pit Hey	0	3	3	1	2	20
Do.	Great Coal Pit Hey	1	1	4	2	2	32
Do.	Half Acre	0	1	28	0	3	24
Do.	Rigby Meadow	1	0	4	2	0	27
Do.	Cottage and Garden	0	0	16	0	0	34
FAIRHURST FOLD.							
James Harrison, James Topping, and Two others.	Two Cottages with Yards	0	0	22	0	1	6
Do.	Little Croft	0	1	4	0	2	13
Do.	Little Meadow	0	3	36	2	0	10
Do.	Standish Hey	2	1	24	5	0	12
Do.	Lower Hey	2	1	16	4	3	36
Do.	Green Hey	1	1	18	2	3	21
RIGBYS.							
James Harrison and Subtenants.	House, Outhousing, Cottage, and Fold.	0	0	6	0	0	13
Do.	Croft	0	1	28	0	3	24
Do.	Gorsey Mans Hey	3	0	24	6	2	26
Do.	Meadow	1	1	39	3	0	26
Do.	House, Outhouse, Garden, and Fold.	0	1	10	0	2	26
Do.	Intack	0	1	0	0	2	5
Do.	Slack	0	2	32	1	1	37
Do.	Hobbicar	0	1	0	0	2	5
Do.	Stubble Field	1	0	20	2	1	21
Do.	Little Meadow	0	1	24	0	3	15
Do.	Stack Yard	0	0	15	0	0	32
Do.	Great Meadow	1	1	13	2	3	10
Do.	House, Outhousing, Garden, and Fold.	0	0	12	0	0	25
Do.	Slack	0	0	29	0	1	21
Do.	Half Acre	0	2	11	1	0	33
Do.	Further Pasture Field	1	0	0	2	0	18
Do.	Nearer Pasture Field	1	0	38	2	2	19
Do.	Well Croft	0	0	39	0	2	3
James Harrison	Higher Carr a	0	2	17	1	1	5
Do.	Do. b	0	3	17	1	3	10
Do.	Lower Carr	2	1	8	4	3	19
Do.	Gin Riding	2	0	3	4	1	3
Do.	Withington Fields a	0	2	8	1	0	26
Do.	Do. b	1	0	3	2	0	25
Do.	Do. c	1	1	9	2	3	2
Do.	Coal Waggon Road	0	0	22	0	1	7

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.	Quantities, Statute Measure.
		A. R. P.	A. R. P.
Richard Almond - -	House, Outhousing, Garden, and Fold.	0 0 31	0 1 26
Do. - -	Rigby Meadow - -	2 0 9	4 1 16
Do. - -	Outlet - - -	1 0 0	2 0 18
Do. - -	Nearer Croft - -	0 1 14	0 2 34
Do. - -	Further Pasture - -	1 1 3	2 2 29
Do. - -	Three Nooked Field -	1 3 14	3 3 22
Do. - -	Great Post Meadow Field	1 3 13	3 3 20
Do. - -	Little do. - -	1 2 6	3 1 0
Do. - -	Further Croft - -	0 2 21	1 1 14
Do. - -	Nearer Pasture - -	1 0 18	2 1 17
James Wilkinson - -	Garden (Cottage pulled down)	0 0 19	0 1 0
The Executors of the late John Daglish.	Part of House and a Garden -	0 0 20	0 1 2
William Gaskell and James Turner.	A Cottage, being Two Dwellings, and a Garden.	0 0 13	0 0 28
William Parkinson -	Cottage and Garden - -	0 0 19	0 1 0
James Wilkinson -	Do. - - -	0 0 21	0 1 4
James Hooton - -	Kit Green Closes - a	1 0 8	2 0 35
Do. - -	Do. - - - b	1 0 7	2 0 33
Do. - -	Do. - - - c	1 0 11	2 1 2
Do. - -	Do. - - - d	0 0 20	0 1 2
Betty Bromilow - -	Cottage and Garden -	0 0 5	0 0 11
James Hilton - -	Do. - - - -	0 0 1	0 0 2
Samuel Gaskell - -	Do. - - -	0 0 1	0 0 2
Margaret Gaskell -	Do. - - - -	0 0 4	0 0 8
Thomas Hooton junior -	Do. - - -	0 0 6	0 0 13
William Gaskell - -	Do. - - - -	0 0 6	0 0 13
Widow Fairhurst -	Do. - - -	0 0 18	0 0 38
James Brown - -	Do. - - - -	0 0 16	0 0 34
James Brown and his Sub-tenant.	Do. - - -	0 0 7	0 0 15
Peter Heyes - -	Cottage and Two Gardens -	0 0 17	0 0 36
George Clough - -	Cottage and Garden -	0 0 6	0 0 13
William Ashurst, Thomas Darbyshire, and Two others.	Three Cottages, being Four Dwellings, with a Garden.	0 0 38	0 2 0
William Winstanley and John Pink.	Cottage and Two Gardens -	0 0 23	0 1 9
Thomas Morris and his Sub-tenant.	Cottage and Garden - -	0 0 20	0 1 2
Widow Finsley - -	Do. - - -	0 0 24	0 1 11
John Leatherbarrow and others.	Two Cottages with Two Gardens.	0 0 12	0 0 25
	ROBY'S.		
John Wilkinson - -	House, being Three Dwellings, with Outhouse and Garden.	0 0 16	0 0 34
Do. - -	Nearer Croft - -	0 2 19	1 1 9
Do. - -	Middle Croft - - -	0 1 15	0 2 36
Do. - -	Further Croft - -	0 1 38	1 0 5
Henry Nickson - -	Site of old Cottages - -	0 0 8	0 0 17
Do. - -	Hodson's Croft - -	0 3 4	1 2 22
Do. - -	Orrell Post Public House, Stable, Shippon, Yard, Garden, Bowling Green, and Nursery.	0 2 9	1 0 28
Do. - - - -	Black Butts - - -	0 3 8	2 31

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.	Quantities, Statute Measure.
		A. R. P.	A. R. P.
Henry Nickson - -	Meadow - - -	0 3 36	2 0 10
Do. - -	Cottage and Garden -	0 0 11	0 0 23
Do. - - -	Pasture Field - -	1 0 37	2 2 17
Thomas Gorse junior -	Carrs - - a	1 2 0	3 0 28
Do. - -	Do. - - -	1 1 10	2 3 4
Do. - -	Meadow Carr - -	1 0 3	2 0 25
Do. - - -	House, Outhousing, Fold, Garden, &c.	0 3 0	1 2 14
Do. - -	Seminary - - -	0 1 21	0 3 9
Do. - - -	Croft - - -	0 1 5	0 2 15
Do. - -	Higher Nursery - -	0 3 6	1 2 27
Do. - -	Lower Nursery - -	0 2 36	1 2 5
Do. - - -	Barn Hey - - -	1 3 32	4 0 20
Do. - -	Barn Meadow - -	1 3 5	3 3 3
Do. - - -	Little Nurseries - a	0 2 10	1 0 30
Do. - -	Do. - - b	0 2 10	1 0 30
Do. - - -	Grey Stone Hey - -	2 1 4	4 3 10
Do. - -	Little Meadow - -	0 2 30	1 1 33
Do. - -	Lane - - -	0 1 17	0 3 1
Do. - - -	Naylor's Meadow - -	1 1 0	2 2 23
Do. - - -	Nearer Pasture Field -	1 3 18	3 3 30
Do. - -	Further Pasture Field -	0 3 35	2 0 8
Do. - -	Two Cottages - -	0 0 10	0 0 21
Do. - - -	Mill Hey - - a	1 0 17	2 1 14
Do. - -	Do. - - b	0 3 7	1 2 29
Do. - - -	Clough - - a	0 3 7	1 2 29
Do. - -	Do. - - b	0 0 38	0 2 0
Widow Moss, Thomas Lea, W. Dickson, and T. Jenkinson.	Cottage, being Four Dwellings, and Garden.	0 0 16	0 0 34
Thomas Morris and his Subtenant.	Public House and Two Gardens	0 0 17	0 0 36
John Gerard - -	Cottage, Croft, and Garden -	0 1 16	0 2 38
The Executors of the late Mr. Robinson.	Do. - - -	0 0 38	0 2 0
Robert Silcock - -	Cottage and Garden -	0 0 15	0 0 32
John Tabner and Two others.	Houses, Smithy, and Garden -	0 0 4	0 0 8
Widow Hooton and another	Public House, Outhousing, and Garden.	0 0 6	0 0 13
Do. - - -	Croft - - -	0 1 22	0 3 11
Thomas Gorse - -	Great Bean Croft - -	3 1 30	7 1 4
Do. - -	Danber's Croft - -	2 3 4	5 3 19
Do. - - -	Little Bean Croft - -	1 2 33	3 2 18
Do. - -	House, Garden, Crofts, &c. -	0 1 21	0 3 9
Do. - -	Nearer Barrow Moor -	0 2 33	1 1 39
Do. - - -	Further Barrow Moor -	1 0 25	2 1 31
Do. - -	Long Croft - -	0 2 28	1 1 29
Do. - -	Middle Fields - a	1 0 20	2 1 21
Do. - -	Do. - - b	0 3 36	2 0 10
Do. - - -	Barn Meadow - -	1 1 2	2 2 27
Do. - -	Horse Field - -	1 1 38	3 0 24
Do. - -	Pit Field - - -	0 2 31	1 1 35
Do. - - -	Coal Pit Meadow - -	0 3 2	1 2 18
Do. - -	Odd Field - - -	0 1 28	0 3 24
Henry Hilton - -	Slacks - - -	1 3 22	3 3 39
Do. - -	Great Cunering - -	2 3 32	6 0 38
Do. - - -	Little Cunering - -	2 0 33	4 2 27

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.	Quantities, Statute Measure.
		A. R. P.	A. R. P.
Henry Hilton -	House, Outhousing, Garden, Fold, and Orchard.	0 0 31	0 1 26
Do. - -	Barn Meadow - -	0 3 27	1 3 31
Do. - - -	Moor Meadow - -	0 3 34	2 0 6
Do. - -	Further Meadow - -	1 1 14	2 3 13
Do. -	Mill Hey - - -	0 3 37	2 0 12
Do. - -	Further Mill Hey - -	0 3 17	1 3 9
Do. - - -	Nearer Mill Hey -	0 3 34	2 0 6
Do. - -	Great Mill Hey - -	1 1 6	2 2 36
Do. - -	House, Outhouse, Garden, and Lane.	0 0 38	0 2 0
Do. - -	Chadwick's Meadow -	0 2 25	1 1 22
Do. - -	Croft - - -	0 1 22	0 3 11
Henry Gaskell - -	Nearer Meadow - -	0 1 14	0 2 34
Do. - -	Further Meadow - -	0 1 4	0 2 13
Do. - - -	Slacks - - -	0 1 11	0 2 28
Do. - -	Croft - - -	0 0 29	0 1 21
Mrs. Hallgate - -	Cottage - - -	0 0 2	0 0 4
William Tebay - -	House and Croft - -	1 0 1	2 0 21
Thomas Fairhurst -	Cottages and Garden -	0 0 6	0 0 13
James Heaton - -	Crofts - - a	0 0 15	0 0 32
Do. - -	Do. - - b	0 2 1	1 0 11
Do. - -	Do. - - c	0 3 10	1 2 35
Do. - - -	Do. - - d	0 2 6	1 0 22
Do. - -	Cottages and Gardens -	0 1 34	0 3 37
Henry Nicholson and Jos. Hurst.	Two Cottages and Garden -	0 0 15	0 0 32
Do. - -	Meadow - - -	1 0 15	2 1 10
Thomas Nicholson -	House and Outhousing -	0 0 1	0 0 2
Do. - -	Croft - - -	0 0 37	0 1 38
Do. - - -	Brow - - - -	0 2 22	1 1 16
Do. - -	Public House, Garden, and Cottage.	0 0 11	0 0 23
Do. - -	Hurst Meadow - -	0 2 5	1 0 20
Do. - -	Croft - - -	0 0 8	0 0 17
Joseph Winstanley -	House, Outhouses, and Garden	0 0 18	0 0 38
Do. - -	Higher Field - -	0 3 26	1 3 29
Do. - -	Barn Hey - - -	0 3 22	1 3 20
Do. - - -	Meadow - - -	0 3 16	1 3 8
Do. - -	Lower Field - -	1 1 7	2 2 38
Do. - -	Slack - - -	0 2 35	1 2 3
John Wilson - -	Cottage and Garden - -	0 0 12	0 0 25
William Atherton, Joseph Winstanley, and others.	House, Outhousing, Garden, and Croft.	0 0 23	0 1 9
Do. - -	New inclosed - a	0 1 16	0 2 38
Do. - -	Do. - - b	0 2 12	1 0 35
Do. - -	Do. - - - c	1 0 10	2 1 0
James Ashurst and William Hurst.	Cottage and Garden -	0 0 15	0 0 32
James Atherton and James Eaton.	Do. - - -	0 0 6	0 0 13
Do. - -	Crofts - - a	0 2 11	1 0 32
Do. - -	Do. - - - b	0 2 4	1 0 18
Do. - -	Do. - - c	0 0 33	0 1 30
Do. - -	Do. - - - d	0 0 10	0 0 21
John Atherton - -	Cottage and Garden -	0 0 3	0 0 6
In hand - -	Part of Dean Wood marked A. being within Orrell.	6 1 18	13 1 34

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.			Quantities, Statute Measure.		
	EDGE WOOD HALL.						
		A.	R.	P.	A.	R.	P.
John Alker - -	House, Garden, and Homestead	0	3	28	1	3	33
Do. - -	Part of Moss - a	1	1	5	2	2	34
Do. - -	Barn Meadow - - -	1	0	3	2	0	25
Do. - -	Meadow Sly Croft - -	4	1	37	9	1	37
Do. - -	Higher Sly Croft - a	2	0	36	4	2	31
Do. - -	Do. - - - b	1	3	4	3	3	1
Do. - -	Field Meadow - -	4	0	28	8	3	13
Do. - -	Great White Field - -	3	2	32	7	3	12
Do. - -	Little White Field - -	1	2	39	3	2	30
Do. - -	Rushy Knipe - -	0	3	28	1	3	33
Do. - -	Great Rushy - -	2	2	29	5	2	28
Do. - -	Little Rushy - -	1	1	9	2	3	2
Do. - -	Orrell Croft - -	1	3	6	3	3	5
Do. - -	Marled Earth - a	1	3	4	3	3	1
Do. - -	Do. - - b	2	2	4	5	1	15
Do. - -	Do. - - - c	1	0	19	2	1	19
Do. - -	Higher Turn Pit Hey -	4	1	10	9	0	20
Do. - -	Lower Turn Pit Hey -	2	1	34	5	0	34
Do. - -	Lanes and a Plantation -	2	3	6	5	3	24
Do. - -	Woods - - -	3	2	4	7	1	35
Thomas Nicholson - -	Cottage and Croft - -	0	3	26	1	3	29
Do. - -	Part of Moss - -	2	3	3	5	3	17
	In Orrell, total Quantity of Land	225	1	15	476	2	35

Lands and Hereditaments in the Township of Upholland.

HIGHGATE.

Nathan Lyon - -	Higher Highgate - -	1	1	34	3	0	15
Do. - -	Lower Highgate - -	1	3	0	3	2	32
Do. - -	Pease Acre - -	2	0	36	4	2	33
Do. - -	Highgate Meadow - -	1	2	15	3	1	20
Do. - -	New Hey - -	1	0	28	2	1	38
Do. - -	Round Close - -	0	3	35	2	0	8
Do. - -	Great Marled Hey - -	2	1	33	5	0	31
Do. - -	Little Marled Hey - -	0	2	16	1	1	3
Do. - -	House and Fold - -	0	0	7	0	0	15
	BRADSHAWS.						
Edward Marsh - -	House, Orchard, &c. -	0	1	17	0	3	0
Do. - -	Meadow Back of the House -	0	2	3	1	0	16
Do. - -	Meadow Croft - -	0	0	27	0	1	17
Do. - -	Further Close - - -	0	3	13	1	3	1
Do. - -	Nearer Close - -	1	0	38	2	2	19
Do. - -	Beaver Close - -	0	2	21	1	1	14
Do. - -	Nearer Beaver Close -	0	2	4	1	0	18
	DEAN FARM.						
Timothy Winstanley -	Little Broom - -	1	2	25	3	2	1
Do. - -	South Embling Field -	1	1	10	2	3	4
Do. - -	North Embling Field -	3	1	2	6	2	24

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.			Quantities, Statute Measure.		
		A.	R.	P.	A.	R.	P.
Timothy Winstanley -	North Mossack - -	2	1	14	4	3	31
Do. - -	South Mossack - -	1	3	23	4	0	1
Do. - -	Long Hey - -	1	3	8	3	3	9
Do. - -	Garden, Orchard, Fold, &c. -	1	0	6	2	0	31
Do. - -	Dean Meadow - -	1	1	38	3	0	24
Do. - -	Barn Meadow - - -	2	0	20	4	1	39
Do. - -	Outlet, or Blackledge Meadow	2	0	8	4	1	14
Do. - -	Coal Pit Hey - -	4	3	27	10	1	25
Do. - -	Little Coal Pit Meadow -	1	2	24	3	1	39
Do. - -	Little Half Acre - -	0	2	17	1	1	5
Do. - -	Little Coal Pit Hey -	1	1	28	3	0	3
Do. - -	Castle Stead - -	1	3	39	4	0	35
Do. - -	Middle Long Hill (Abbey Farm)	3	0	2	6	1	20
Do. - -	Further Hill do. - -	4	0	21	8	2	38
In hand - -	Dean Wood, Harper Clough, and Pepper Hill Brows.	17	0	36	36	1	31
	ABBEY FARM.						
James Birchall - -	Southworth's Higher Meadow	1	0	14	2	1	8
Do. - -	Southworth's Pasture Field -	1	1	28	3	0	2
Do. - -	Bridge Meadow - -	1	3	31	4	0	18
Sublet to Barton Smith Hilton and others -	House, Garden, &c. - -	0	0	35	0	1	34
	Do. - - -	0	0	15	0	0	32
Executors late William Simkin.	Old Mill Field - -	0	3	31	1	3	39
Do. - -	School Meadow - -	0	3	31	1	3	39
Do. - -	Old Mill Meadow - -	0	3	28	1	3	33
John Crane - -	Fishpond Meadow - -	0	3	12	1	2	39
Do. - - -	Half Acre - - -	0	2	36	1	2	5
Do. - -	Near Dawber's Croft -	1	0	23	2	1	27
Do. - -	Orchard Meadow - -	1	0	37	2	2	17
Do. - - -	Further Meadow - -	1	3	9	3	3	11
Do. - -	Nearer Meadow - -	1	0	0	2	0	19
Do. - -	Outlet - - -	1	0	0	2	0	19
Do. - - -	Barn Meadow - -	2	0	20	4	1	39
Do. - -	Ox Hey - - -	1	3	36	4	0	29
Thomas Holcroft -	House and Garden - -	0	1	35	0	3	39
Do. - -	Calf Croft - - -	0	2	5	1	0	20
Thomas Gorse - -	Great Hill - -	4	3	32	10	1	36
James Morris - -	Nearer Long Hill - -	1	2	30	3	2	11
Do. - -	Further Long Hill - -	1	2	22	3	1	34
Thomas Rigby - -	Middle Dawber's Croft -	1	0	10	2	1	0
Do. - -	Further's Dawber's Croft -	0	3	30	1	3	37
Do. - - -	Great Rough Meadow -	2	0	12	4	1	22
Do. - -	Orchard and Garden -	0	1	10	0	2	25
Do. - -	Little Rough Meadow -	0	3	31	1	3	39
Do. - - -	Span Meadow - -	1	1	5	2	2	34
Do. - -	Clough Meadow - -	1	2	24	3	1	39
Henry Hilton - -	Higher Clough - -	3	0	35	6	3	10
David Smith - -	Mill Meadow - -	1	1	37	3	0	21
Do. - -	Clough Mill Dam, &c. -	1	0	22	2	1	25
Do. - -	Gorsey Croft - -	0	1	12	0	2	30
Mr. Molyneux - -	- - - -	0	0	5	0	0	11
William Aspey and another	Cottage - - -	0	0	2	0	0	4
William Melling - -	Do. - - -	0	0	2	0	0	4

Pemberton Leigh's Estate.

Names of Tenants.	Description of Premises.	Quantities, Cheshire Measure.	Quantities, Statute Measure.
		A. R. P.	A. R. P.
John Dickenson and Henry Birch.	Two Cottages - -	0 0 26	0 1 15
James Charnock, Thomas Charnock, Robert Gaskell, and Charles Yates.	Cottages and Garden -	0 0 35	0 1 34
John Martindale and William Houghton.	Do. - - -	0 1 0	0 2 5
Thomas Winstanley and Betty Grounds.	Cottages and Gardens -	0 0 20	0 1 2
Henry Gaskell - -	Slack - - -	0 2 20	1 1 2
Thomas Rigby and others	Cottages and Garden -	0 0 30	0 1 23
	In Upholland, total Quantity of Land -	114 2 33	242 2 26

Isaac Ellison.
Jos. Glover.

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