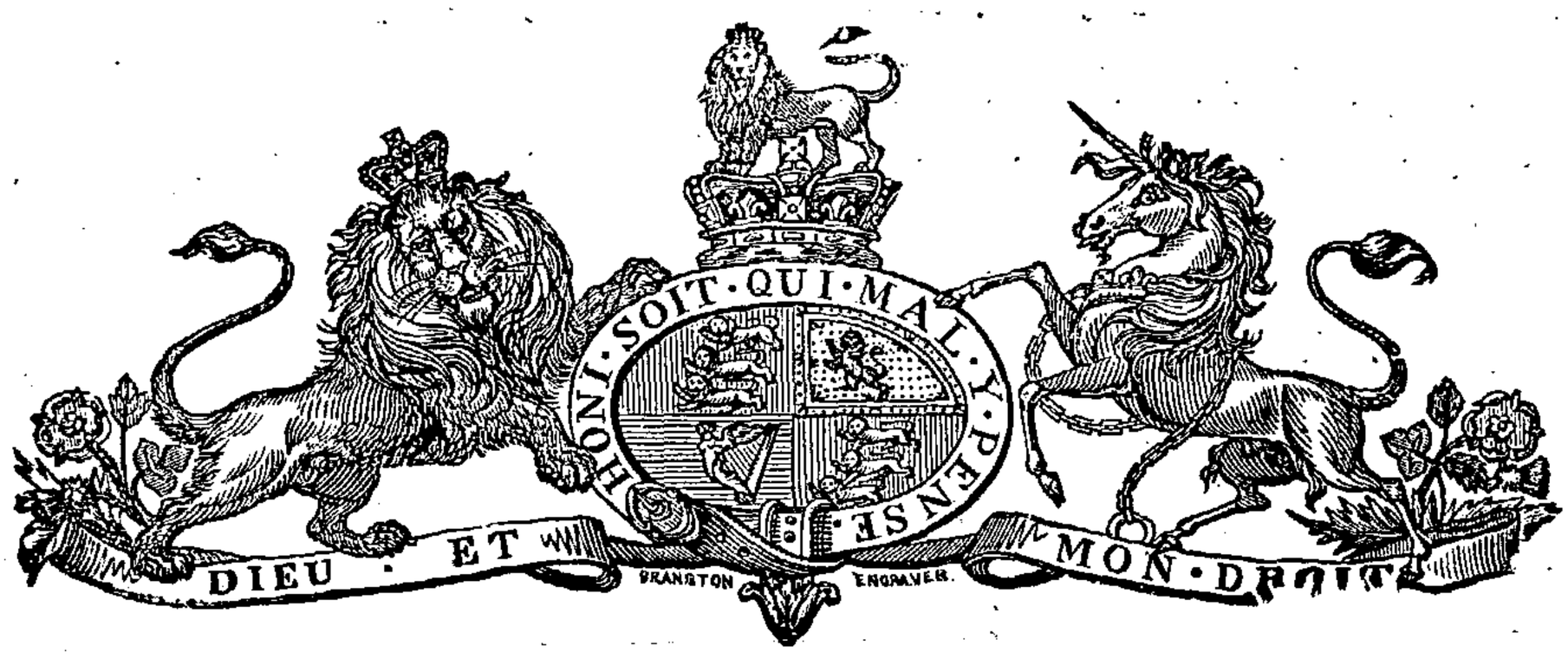


ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

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Vicarage, either as then held or as they might be divided when and as they might respectively become vacant, should it not be sold in the meantime, and as the Situations and Dispositions of his said Sons as then formed might vary he could not give more particular Directions regarding the same, however he relied on his Son *John Shaw Leigh*'s (in the said Will called *John*'s) complying with his Wishes as far as could consistently be done, but he did not, however, wish or intend to prevent him from selling the Advowson, entirely or partially, should he deem it expedient to do so, but left it optional with himself; and as to the Residue of his Freehold, Copyhold, Leasehold, and Chattel-hold Estates, of what Nature soever the same might be, including the said Advowson of *Walton*, he (the Testator) gave, devised, and appointed the same to and to the Use of his said Son *John Shaw Leigh* (before described by the Testator as his Son *John*), his Heirs and Assigns for ever, as to the Real and Copyhold Estates of Inheritance, and as to the Leasehold and Chattel-hold Estates to him, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively: And whereas the said Testator departed this Life on or about the Twentieth Day of *December* One thousand eight hundred and twenty-three, without having revoked or altered his said Will, and thereupon the said *John Shaw Leigh* became and is the Patron of the Rectory and Parish Church of *Walton-on-the-Hill* aforesaid: And whereas the Reverend *Samuel Heathcote* Clerk is the Rector of the Rectory and Parish Church of *Walton-on-the-Hill* aforesaid: And whereas the Reverend *Thomas Moss* Clerk is the Vicar of the Vicarage and Parish Church of *Walton-on-the-Hill* aforesaid, and the said *Samuel Heathcote*, in right of his Rectory, is Patron of the said Vicarage and Parish Church: And whereas the said Rectory extends over the Towns or Townships of *Bootle-cum-Linacre*, *Everton*, *Fazakerley*, *Formby*, *Ainsdale*, *Kirkby*, *Kirkdale*, *Walton-on-the-Hill*, and *West Derby*, and is also claimed to extend over the Townships, Districts, or Places of *Simonswood*, *Croxteth Park*, and *Toxteth Park*, all which Townships, Districts, or Places contain together a rapidly increasing Population, now amounting to more than Seventy-nine thousand Inhabitants: And whereas the said *Samuel Heathcote* in right of his Rectory is or claims to be entitled to the Tithes of all the Townships, Districts, or Places comprised in the said Rectory, except the Township of *Everton* and the Township or Hamlet of *Lynaker* otherwise *Linacre* aforesaid, which said Tithes, or Part whereof, have or hath been commuted under the Act for the Commutation of Tithes in *England*, and to certain small Moduses and other Emoluments belonging to the said Rectory, and is also seised of or entitled to a certain Rectory House and the Appurtenances thereof, and to certain Glebe Lands and other Hereditaments, (the Particulars whereof are contained in the First Schedule to this Act,) and the Income whereof and of the other Emoluments belonging to the said Rectory is very considerable: And whereas the said *Thomas Moss* in right of his Vicarage is or claims to be entitled to the Great Tithes of the said Township of *Everton* and the said Township or Hamlet of *Lynaker* otherwise *Linacre*, and to certain small Moduses and other Emoluments belonging to the said Vicarage (Part of which said Tithes and

Moduses hath also been commuted under the said Act for the Commutation of Tithes), and is likewise entitled to a certain Vicarage House and the Appurtenances thereof, and to certain Freehold Pieces of Land in the said Townships of *Walton-on-the-Hill* and *Everton*, and also to a Copyhold or Customary Messuage and Tenement and Outbuildings, and the Lands thereto belonging, in the said Township of *West Derby* (the Particulars whereof are contained in the Second Schedule to this Act), and to which said Copyhold Premises he the said *Thomas Moss* was, on or about the Twenty-eighth Day of *May* One thousand eight hundred and seventeen, at a Court held for the Manor of *West Derby* in the said County of *Lancaster*, admitted Tenant, to hold to him and his Successors, Vicars of *Walton-on-the-Hill* aforesaid, at the Will of the Lord, according to the Custom of the said Manor, subject to the Rents, Suits, and Services therefore due and of right accustomed, and also subject to the Payment of Twenty Shillings a Year to the Overseers of the Poor of *West Derby* aforesaid for the Time being, for the Use of the Poor of the *Ackers End* Quarter in *West Derby* aforesaid: And whereas there is within the Township of *West Derby* aforesaid a Chapel of Ease to the said Parish Church of *Walton-on-the-Hill*, known by the Name of the Ancient Chapel of *West Derby*, and the said *Samuel Heathcote* as such Rector as aforesaid is entitled to the Right of Nomination to the Perpetual Curacy of the said Chapel of Ease, and the Reverend *Richard Blacow* Clerk is the Perpetual Curate of the said Curacy: And whereas the Endowments or Emoluments belonging to the said Chapel of Ease or to the Incumbent thereof at present consist of Two several Sums of Four thousand two hundred and ninety-nine Pounds Seventeen Shillings and Two-pence Three *per Cent.* Reduced Bank Annuities, and Two hundred Pounds Sterling appropriated for the Augmentation thereof by the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, partly from that Bounty and partly from Grants by Parliament in aid thereof, and Donations by the said *Richard Blacow* and *John Shaw Leigh* for the like Purpose, and also consist of an annual Sum of Twenty Pounds and Sixteen Shillings or thereabouts, payable by the Rector for the Time being of *Walton-on-the-Hill* aforesaid, and an annual Sum of Three Pounds Six Shillings and Eight-pence, or thereabouts, payable out of Her Majesty's Duchy of *Lancaster*: And whereas an Act was passed in the Fifty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building and promoting the building of additional Churches in populous Parishes*: And whereas another Act was passed in the Fifty-ninth Year of the Reign of His said Majesty King *George* the Third, intituled *An Act to amend and render more effectual an Act passed in the last Session of Parliament for building and promoting the building of additional Churches in populous Parishes*: And whereas another Act was passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend and render more effectual Two Acts, passed in the Fifty-eighth and Fifty-ninth Years of His late Majesty, for building and promoting the building of additional Churches in populous Parishes*: And whereas another Act was passed in the Fifth Year of the Reign of His said Majesty King *George* the Fourth, intituled *An Act to make*

58 G. 3. c. 45.

59 G. 3. c. 134.

3 G. 4. c. 72.

5 G. 4. c. 103.

make further Provision, and to amend and render more effectual Three Acts, passed in the Fifty-eighth and Fifty-ninth Years of His late Majesty and in the Third Year of His present Majesty, for building and promoting the building of additional Churches in populous Parishes; And whereas another Act was passed in the Session of Parliament held in the Seventh and Eighth Years of the Reign of His said Majesty King *George* the Fourth, intituled *An Act to amend the Acts for building and promoting the building of additional Churches in populous Parishes:* And whereas another Act was passed in the Session of Parliament held in the First and Second Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to amend and render more effectual an Act passed in the Seventh and Eighth Years of the Reign of His late Majesty, intituled 'An 'Act to amend the Acts for building and promoting the building of 'additional Churches in populous Parishes:'* And whereas another Act was passed in the Session of Parliament held in the Second and Third Years of the Reign of His said late Majesty, to render more effectual the aforesaid Act passed in the Fifty-ninth Year of the Reign of His Majesty King *George* the Third: And whereas another Act was passed in the First Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act to prolong for Ten Years Her Majesty's Commission for building new Churches:* And whereas another Act was passed in the Session of Parliament held in the First and Second Years of the Reign of Her said Majesty Queen *Victoria*, intituled *An Act to amend and render more effectual the Church Building Acts:* And whereas another Act was passed in the Session of Parliament held in the Second and Third Years of the Reign of Her said Majesty Queen *Victoria*, intituled *An Act to make better Provision for the Assignment of Ecclesiastical Districts to Churches or Chapels augmented by the Governors of the Bounty of Queen* Anne, *and for other Purposes:* And whereas another Act was passed in the Session of Parliament held in the Third and Fourth Years of the Reign of Her said Majesty Queen *Victoria*, intituled *An Act to further amend the Church Building Acts:* And whereas it would greatly conduce to the Benefit of the Inhabitants of the said Parish of *Walton-on-the-Hill* if the same were divided into Two separate Rectories or Districts for Ecclesiastical Purposes, and if Provisions were made out of the Revenues of the said Rectory for the Endowment of such separate Rectories or Districts, and for the Augmentation of the Vicarage of *Walton-on-the-Hill* aforesaid: And whereas the Glebe Lands and other Hereditaments belonging to the said Rectory and Vicarage respectively, from their general Situation, and especially from their Vicinity to the Town and Borough of *Liverpool* aforesaid, are, or in a short Time will in all probability become, particularly eligible for Building Purposes, and it would be highly and permanently advantageous to the Rector and Vicar for the Time being of *Walton-on-the-Hill* aforesaid, until such Separation as aforesaid, and after such Separation to the Rectors for the Time being of such separate Districts, and also to the said Vicar for the Time being, if the same Lands and Hereditaments were vested in Trustees, for Sale, to be nominated for that Purpose, with Power for them in the meantime to make Conveyances of the Inheritance in Fee Simple, or to grant Leases for long Terms of Years, of all or any Part of the said Lands and Heredita-

7 & 8 G. 4. c. 72.

1 & 2 W. 4. c. 38.

2 & 3 W. 4. c. 61.

7 W. 4. & 1 Vict. c. 75.

1 & 2 Vict. c. 107.

2 & 3 Vict. c. 49.

3 & 4 Vict. c. 60.

Hereditaments for the Purposes of building, or other Purposes of general Improvement connected with building, under proper Reservations and Restrictions: And whereas the several Purposes aforesaid cannot be carried into complete Effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all Provisions in the Acts herein-before referred to, or in any Act of Parliament now in force for promoting the building of additional Churches, shall apply to the said Parish of *Walton-on-the-Hill*, and be applied for carrying this Act into execution, in the same Manner as if the same Acts and the several Provisions thereof had been re-enacted by this Act, except only so far as the same are altered by this Act, or are inconsistent with any of the Provisions in this Act contained.

Extending the Provisions of the Church Building Acts to this Act.

II. And be it enacted, That the Division which shall be made under the Powers of the said Acts herein-before referred to and of this Act shall be made as follows; (that is to say,) the Township of *West Derby* shall be separated from the said Parish or Rectory of *Walton-on-the-Hill*, and form one distinct Rectory or District for Ecclesiastical Purposes, and all the several other Townships, Districts, or Places herein-before set forth which are comprised in the said Parish or Rectory of *Walton-on-the-Hill* (except the said Township of *West Derby*) shall form and continue a separate Rectory or District for Ecclesiastical Purposes.

Division of the Parish into Two Districts.

III. Provided always, and be it enacted, That any such Separation shall not be effected during the Incumbency of the said *Samuel Heathcote* as such Rector as aforesaid, without the Consent, to be expressed in Writing, of the said *Samuel Heathcote*, and also of the Patron for the Time being of the Rectory or Parish Church of *Walton-on-the-Hill* aforesaid.

Not to be effected during the present Incumbency without Consent.

IV. And be it enacted, That as such Separation shall take place each of the said separate Districts shall for ever thereafter, for all Ecclesiastical Purposes, be a separate Parish of itself; and the Rector of the District comprising all the said Townships, Districts, or Places in the said Parish of *Walton-on-the-Hill*, except the said Township of *West Derby*, shall continue the Rector of *Walton-on-the-Hill*, and the Rector of the said other distinct Rectory shall be called by the Name of the Rector of *West Derby*.

Each separate District to be, for Ecclesiastical Purposes, a separate Parish.

V. Provided always, and be it enacted, That from and after such Separation the Vicarage of *Walton-on-the-Hill* aforesaid shall not extend over the Rectory of *West Derby* so to be created as aforesaid, or the Township comprising the same, for any Ecclesiastical Purposes, but that such Vicarage shall remain within the Limits of the said Rectory of *Walton-on-the-Hill*, so to be separated as aforesaid, and that the Vicar for the Time being of the District comprising the Rectory of *Walton-on-the-Hill*, so to be separated as aforesaid, shall continue the Vicar of *Walton-on-the-Hill*.

The Vicarage of Walton to remain within the Limits of the Rectory of Walton after Separation.

Separation not to affect the Title of Mr. Moss to Lands in Second Schedule.

VI. Provided also, and be it enacted, That any such Separation shall not affect the Title, Estate, or Interest of the said *Thomas Moss* and his Successors, Vicars of *Walton-on-the-Hill*, to and in the said Lands comprised in the said Second Schedule to this Act, and situate in the said Township of *West Derby*.

The Rector of West Derby to have the Cure of Souls within that District.

VII. And be it enacted, That as the District Rectory of *West Derby*, to be created as aforesaid, shall be separated as aforesaid, and the Rector thereof shall be duly instituted and inducted thereto, the Rector for the Time being shall have the Cure of the Souls of the Inhabitants of such District to the same Extent and in such Manner as the present Rector and Vicar of *Walton-on-the-Hill*, or either of them, may be entitled to, and shall for ever thereafter be subject to such legal Provisions, as to Presentation, Institution, and Induction, and to all such Ecclesiastical Jurisdiction, as are now by Law applicable to the said present Rectory of *Walton-on-the-Hill*, and such Incumbent shall, from the Time of such his Institution and Induction as aforesaid, have such and the same Authority and Powers over the Curates and Ministers of the several Chapels and Churches within his Ecclesiastical District as the Rector and Vicar of *Walton-on-the-Hill*, or either of them, are or is now entitled to.

Rectory of West Derby to be a separate Ecclesiastical Benefice.

VIII. And be it enacted, That the Rectory of *West Derby*, to be created in pursuance of this Act, shall be a separate Ecclesiastical Benefice; and that every Incumbent of such Rectory shall be a Body Corporate, in the same Manner as Rectors of any Ecclesiastical Benefice now are by Law, and may take such Endowments in Lands, Tithes, or Rents, or any such Augmentation, as shall be granted to him or his Successors in pursuance of this Act or otherwise.

Provision respecting the Tithes and Tithe Rents after the Separation.

IX. And be it enacted, That when such Separation shall be effected all the Tithes, Tithe Rents, Moduses and customary Payments arising within the present Rectory of *Walton-on-the-Hill* aforesaid (except the Tithes, Tithe Rents, Moduses and customary Payments belonging and payable to the Vicar for the Time being of *Walton-on-the-Hill*,) shall be and the same are hereby, from and immediately after such Separation as aforesaid, vested in the Rectors for the Time being of the Rectories of *Walton-on-the-Hill* and *West Derby*, so to be separated as aforesaid, and their Successors, Rectors thereof respectively, for ever, in equal Shares; and that the said Rectors for the Time being of *Walton-on-the-Hill* and *West Derby*, or either of them, shall thereupon be entitled to all Remedies for obtaining the same or any Part thereof to which said Remedies the Rector of the said present Rectory of *Walton-on-the-Hill* would have been entitled if this Act had not been passed.

Power given to the Bishop of the Diocese with reference to the Apportionment of Tithes and Tithe Rents.

X. Provided always, and be it enacted, That (notwithstanding the Provisions lastly herein-before contained) it shall be lawful for the Lord Bishop of the Diocese within which the said Parish of *Walton-on-the-Hill* shall be situate (if he shall deem it expedient), at the Request in Writing of the Rectors for the Time being of the Rectories of *Walton-on-the-Hill* and *West Derby* so to be separated as

aforesaid, or either of such Rectors, and with the Consent and Approbation in Writing of the Patron or Patrons for the Time being of such respective Benefices, to apportion between such separate Benefices the relative and respective Proportions of the said Tithes, Tithe Rents, Moduses and customary Payments arising within the present Rectory of *Walton-on-the-Hill* aforesaid, (except the Tithes, Tithe Rents, Moduses and customary Payments belonging to the Vicar for the Time being of *Walton-on-the-Hill*,) and to assign the said Tithes, Tithe Rents, Moduses and customary Payments so apportioned as aforesaid, to each of such separate Benefices in Severalty, without regard to whether any such respective Proportions are locally situate or arise within the Division or District to which they may be so assigned, or elsewhere, and also to apportion between such separate Benefices the permanent Charges in respect of the said Tithes, Tithe Rents, Moduses and customary Payments, or in any Manner affecting the same, and that every such Apportionment, to be in Writing under the Hand and Seal of the said Lord Bishop, and to be deposited in the Registry of the said Diocese, shall be conclusive and binding on the said Rectors for the Time being of *Walton-on-the-Hill* and *West Derby*, and their Successors for ever.

Rector of West Derby to be entitled to Endowments and Emoluments to which Perpetual Curate thereof is now entitled, except Stipends and Charges as after mentioned.

XI. And be it enacted, That the Rector or Incumbent for the Time being of the Rectory of *West Derby* so to be created as aforesaid shall continue to be entitled (in addition to the Provision hereby made for him, and to Surplice Fees and Pew Rents arising within the same Rectory,) to the said Two several Sums of Four thousand two hundred and ninety-nine Pounds Seventeen Shillings and Twopence Three *per Cent.* Reduced Bank Annuities, and Two hundred Pounds, so appropriated for the Augmentation of the Perpetual Curacy of *West Derby* as aforesaid, and to the annual Sum of Three Pounds Six Shillings and Eight-pence, payable out of Her Majesty's Duchy of *Lancaster* as aforesaid, and to all other the Endowments and Emoluments to which the Perpetual Curate thereof is now entitled, save and except the Stipends and Charges from which the Rector and Vicar of the said present Parish of *Walton-on-the-Hill* and their respective Successors are intended to be exonerated as herein-after mentioned.

Rector and Vicar of Walton to be exonerated from Cure of Souls within District of West Derby.

XII. And be it enacted, That the Rector and Vicar of the said Rectory and Vicarage of *Walton-on-the-Hill* shall, from and after such Separation as aforesaid, and for ever thereafter, be exonerated from the Cure of the Souls of the Inhabitants within the District of *West Derby* so to be separated as aforesaid.

Rector and Vicar of Walton to be exonerated from the Stipends, &c., payable by them to the Curates of the Chapels of West Derby.

XIII. And be it enacted, That as the Township of *West Derby* aforesaid shall be separated and have an endowed Rector as aforesaid the Rector and Vicar of *Walton-on-the-Hill* aforesaid, and their respective Successors, shall be for ever thereafter exonerated and discharged from the Stipends and Charges now payable by such Rector and Vicar, or one of them, to the respective Curates of the Chapels or Churches of the said Township of *West Derby*, and particularly from the said annual Sum of Twenty Pounds and Sixteen Shillings

Shillings so payable by the Rector of *Walton-on-the-Hill* to the Incumbent of the said Chapel of Ease in *West Derby* as aforesaid.

Patrons, &c. of West Derby subject to existing Laws.

XIV. And be it enacted, That the Patrons and Incumbents of the Rectory of *West Derby* so to be created as aforesaid shall respectively be subject to such Laws as are now in force in respect to Ecclesiastical Benefices, and to the Presentation thereto.

If Benefice created pursuant to this Act remain void for Six Months, it shall lapse to the Bishop.

XV. And be it enacted, That in case the said Benefice to be created in pursuance of this Act shall at any Time or Times be suffered to remain void by the Space of Six Months, without any Nomination within that Time of a fit Person to serve the same by the Patron thereof for the Time being, the same shall be subject to lapse to the Lord Bishop of the Diocese for the Time being, and from him to the Lord Archbishop of *York*, and from the said Lord Archbishop of *York* to the Crown, according to the Course of Law used in Cases of Presentative Livings and Benefices within the Diocese; and the Right of Presentation to the said Benefice so to be created as aforesaid may be recovered, and the Incumbencies thereof respectively shall cease and be determined, in such Manner and by such Methods as the Presentation to or Incumbency in any Rectory within the said Diocese may now be respectively recovered or determined.

Perpetual Curate of West Derby to be presented to the District Rectory.

XVI. And be it enacted, That the said *Richard Blacow* shall, if he shall continue the Perpetual Curate of the said Chapel of Ease in the Township of *West Derby* aforesaid at the Time at which the same shall become a District Rectory as aforesaid, be entitled to be presented thereto.

As to the Patronage of the Rectory of West Derby.

XVII. And be it enacted, That (subject to the Right of the said *Richard Blacow* under the Provision lastly herein-before contained) the Advowson or Right of Patronage and Presentation to the District Rectory of *West Derby* to be created as aforesaid shall be and the same is hereby vested in the Person or Persons for the Time being entitled to the Advowson of the Rectory of *Walton-on-the-Hill* aforesaid.

As to the Patronage of the Vicarage of Walton.

XVIII. And be it enacted, That from and after the passing of this Act the Advowson or Right of Patronage and Presentation to the Vicarage of *Walton-on-the-Hill* aforesaid (subject and without Prejudice to the Incumbency of the said *Thomas Moss* as such Vicar as aforesaid), and the Right of Nomination, until such Separation as aforesaid, to the Perpetual Curacy of the said Chapel of Ease in *West Derby* aforesaid, (subject and without Prejudice to the Incumbency of the said *Richard Blacow* as such Perpetual Curate as aforesaid,) shall be and the same are hereby vested in the Person or Persons for the Time being entitled to the said Advowson of the Rectory of *Walton-on-the-Hill*.

Right of Presentation to the Chapels.

XIX. And be it enacted, That the Right of Presentation to such of the respective Chapels within the said Rectories to be separated

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as aforesaid, as the Rector of *Walton-on-the-Hill* aforesaid in right of his Rectory is now entitled to (subject to the Rights of the existing Curates or Ministers thereof), shall, when the same shall be respectively separated as aforesaid, be vested in the respective Incumbents for the Time being of the Rectory within which such Chapels shall be situate, and that the Curacies of such of the Chapels as aforesaid (subject as aforesaid) shall be consolidated with the respective Rectories within which the same shall be situated.

Chapel of Ease in West Derby to be the Parish Church;

XX. And be it enacted, That the said Chapel of Ease in *West Derby* aforesaid shall, when the said District Rectory of *West Derby* shall have been created as aforesaid, become the Parish Church thereof.

Maintenance thereof.

XXI. And be it enacted, That after the District of *West Derby* shall have been separated as aforesaid the said Chapel of Ease in *West Derby*, which shall be made a distinct Ecclesiastical District in pursuance of this Act, shall from Time to Time be maintained at the sole Costs and Charges of the Inhabitants of such District, and all Sums of Money requisite for the Repairs thereof shall be raised, levied, and applied by such Ways and Means in all respects whatsoever, and in such Manner and under such Regulations, as the Sums of Money requisite for the Repairs of the Mother Church of the said Parish of *Walton-on-the-Hill* have heretofore been raised, levied, and applied.

Maintenance of the Parish Church of Walton.

XXII. Provided always, and be it enacted, That the Liability of the Inhabitants of the District of *West Derby* so to be separated as aforesaid to contribute to the Maintenance and Repairs of the said Parish Church of *Walton-on-the-Hill* shall cease at the Expiration of Twenty Years, to be computed from the Time at which such Separation shall be effected and the first Rector thereof shall have been instituted thereto; and that after the said District of *West Derby* shall have been separated the Charge of maintaining and repairing the said Parish Church of *Walton-on-the-Hill* shall, after the Expiration of the said Period of Twenty Years, fall exclusively on the Inhabitants of the said Parish as reduced for Ecclesiastical Purposes in pursuance of the Provisions herein contained.

Burial of Inhabitants of Walton.

XXIII. And be it enacted, That it shall be lawful for any of the Inhabitants within the said present Parish of *Walton-on-the-Hill* to be buried in the Churchyard thereof, without being subject or liable to any other Fees than would have been payable if this Act had not been passed, but that such Privilege shall cease, as to the Inhabitants of the said District of *West Derby* so to be separated as aforesaid, at the Expiration of Twenty Years next after the Separation thereof in pursuance of this Act shall have taken place.

Reserving Rights in private Chapels or Vaults in the Church of Walton.

XXIV. Provided always, and be it enacted, That nothing in this Act contained shall prejudice the Rights of any Persons whatsoever to any private Chapels, Vaults, or Burying Places in the said Parish Church of *Walton-on-the-Hill*, or in the Churchyard thereof, or the Liabilities

Liabilities of such Persons to keep such Chapels, Vaults, or Burying Places in repair.

Assignments of particular Districts to certain Churches in Walton not to be affected.

XXV. Provided always, and be it enacted, That nothing in this Act contained shall affect the Assignments of particular Districts to certain Churches or Chapels in the said Parish of *Walton-on-the-Hill* for the Visitation of the Sick and other Pastoral or Ecclesiastical Duties, under or by virtue of the said Acts herein-before referred to, or any of such Assignments, but that the same shall remain in force as if this Act had not been passed.

The Hereditaments belonging to the Rector and Vicar of Walton specified in the Schedules to this Act vested in Trustees.

XXVI. And be it enacted, That all and singular the Messuages or Tenements, Lands and Hereditaments, of and belonging to the said Rector and Vicar of *Walton-on-the-Hill* aforesaid, in right of such Rectory and Vicarage respectively, situate, lying, and being in the said Parish of *Walton-on-the-Hill*, and specified in the said First and Second Schedules to this Act, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act be vested in and settled upon, and the same are hereby thenceforth vested in and settled upon, the Right Reverend Father in God *John Bird* Lord Bishop of *Chester*, the said *John Shaw Leigh*, and *Samuel Heathcote*, their Heirs and Assigns, to the Use of them the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, their Heirs and Assigns, for ever, but as to the Copyhold Hereditaments comprised in the said Second Schedule to this Act the same to be held at the Will of the Lord according to the Custom of the Manor of *West Derby*, under and subject to the Rents and Services therefore due and of Right accustomed, freed and absolutely discharged, acquitted, and exonerated of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of the said *Samuel Heathcote*, as such Rector as aforesaid, and every future or other Rector, and every Vicar of the said Rectory, Vicarage, and Parish Church of *Walton-on-the-Hill*, and of every Rector of the Rectory of *West Derby*, so to be created as aforesaid, for ever, and of every other Person claiming or to claim any Estate or Interest therein as Part and Parcel of the Glebe and other Lands of and belonging to the Rectory and Vicarage of *Walton-on-the-Hill* aforesaid, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers and Provisoes herein-after expressed and contained of and concerning the same.

Trusts thereof until the Separation.

XXVII. And be it enacted and declared, That they the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, their Heirs and Assigns, shall stand and be seised of the said Messuages or Tenements, Lands and Hereditaments, hereby vested and settled as aforesaid, upon Trust nevertheless that they the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, and the Survivors and Survivor of them, and the Heirs or Assigns of such Survivor, or other the Trustees or Trustee for the Time being under this Act, do and shall from Time to Time pay the Rents, Issues, and Profits of the said Hereditaments comprised in the said Second Schedule to, or permit the same to be received by,

the said *Thomas Moss*, as such Vicar as aforesaid, and his Successors, Vicars of *Walton-on-the-Hill* aforesaid, for ever, as well before as after such Separation as aforesaid, and do and shall from Time to Time pay the Rents, Issues, and Profits of the said Hereditaments comprised in the said First Schedule to, or permit the same to be received by, the said *Samuel Heathcote*, as such Rector as aforesaid, and his Successors, Rectors of *Walton-on-the-Hill* aforesaid, until such Separation as aforesaid, and from and after such Separation as aforesaid do and shall from Time to Time pay the said Rents, Issues, and Profits of the said Hereditaments comprised in the said First Schedule, but not exceeding One annual Sum of Four hundred and fifty Pounds, (such annual Sum or thereabouts being the gross Amount of the present Rental of the said Hereditaments comprised in the same Schedule,) to the Rectors for the Time being of the Rectories of *Walton-on-the-Hill* and *West Derby*, so to be separated as aforesaid, for ever, in equal Moieties, and after and subject to the Payment thereof do and shall from Time to Time pay the Excess or Surplus (if any) of the Rents, Issues, and Profits of the said Hereditaments comprised in the said First Schedule to the Vicar for the Time being of *Walton-on-the-Hill* aforesaid, in augmentation of his Vicarage, until and unless it shall be proved to the Satisfaction of the Trustees or Trustee for the Time being acting under this Act that the average annual Income of such Vicar in right of his Vicarage (except Surplice Fees) is equal to that of each or either of the Rectors for the Time being of *Walton-on-the-Hill* and *West Derby* aforesaid, in right of his respective Rectory so to be separated as aforesaid, (with the Exception of Pew Rents and Surplice Fees,) and then and in such Case do and shall pay all the Excess or Surplus (if any) which shall remain after the Payment of the said annual Sum of Four hundred and fifty Pounds, and, after the Equalization in manner aforesaid of the annual Income of such Vicar, of the Rents, Issues, and Profits of the said Hereditaments comprised in the said First Schedule, to the Rectors for the Time being of *Walton-on-the-Hill* and *West Derby*, and the Vicar for the Time being of *Walton-on-the-Hill*, and their Successors, Rectors and Vicars thereof, respectively, for ever, in equal Shares.

In Cases of any Question as to the Division of the Rents, &c. between the Rectors of Walton and West Derby, the same to be determined by the Bishop of the Diocese.

XXVIII. Provided always, and be it enacted, That if at any Time or Times any Question, Doubt, or Difference shall arise as to the Division or Apportionment of the said Rents, Issues, and Profits between the Rectors for the Time being of the said Rectories of *Walton-on-the-Hill* and *West Derby* and the Vicar for the Time being of *Walton-on-the-Hill* aforesaid, or any of them, such Difference shall be left to the Determination of the Lord Bishop of the Diocese within which the said Parish of *Walton-on-the-Hill* shall be situate, or of such Person as he shall by Writing under his Hand nominate to determine the same; and that the Determination of the said Lord Bishop or his Nominee, to be in Writing under his Hand, and to be deposited in the Registry of the said Diocese, shall be conclusive.

Trustees empowered to sell the Hereditaments comprised

XXIX. And be it enacted, That it shall be lawful for the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or the Survivors or Survivor of them, or the Executors or Adminis-

in the First and Second Schedules.

Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under this Act, with the Consent and Approbation in Writing, as to the said Hereditaments comprised in the said First Schedule, of the Rector for the Time being of *Walton-on-the-Hill*, until such Separation as aforesaid, and after such Separation then of the Rectors for the Time being of *Walton-on-the-Hill* and *West Derby*, and as to the said Hereditaments comprised in the said Second Schedule, of the Vicar for the Time being of *Walton-on-the-Hill* aforesaid; and if it shall happen that such Trustees or Trustee for the Time being under this Act are or is not the Lord Bishop of the Diocese in which the Parish of *Walton-on-the-Hill* aforesaid shall be situated, and the Patron or Patrons for the Time being of the said Rectory thereof, or of such separate Rectories to be created as aforesaid, then also with the Consent in Writing of such Lord Bishop of the Diocese, and Patron or Patrons for the Time being, to make Sale and dispose of all and singular the said Messuages or Tenements, Lands, Hereditaments, and Premises hereby vested and settled as aforesaid, by public Auction or private Contract, either together or in Parcels, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the best Price or Prices that can be reasonably obtained for the same, with Power to buy in the same or any Part thereof at any Auction, and to resell the same either by public Auction or private Contract, without being answerable for any Loss or Diminution of Price on such Resale, and to convey, surrender, and assure the said Messuages or Tenements, Lands, Hereditaments, and Premises, or such Part thereof as shall be so sold as aforesaid, and the Fee Simple and Inheritance of and in the same, unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed, discharged, and exonerated as aforesaid.

Trustees Receipts to be sufficient Discharges for the Purchase Money.

XXX. And be it enacted, That upon Payment of the Money arising by the Sale of the said Premises, or any Part thereof, it shall be lawful for the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under this Act, to sign and give Receipts for the same, and that such Receipts shall be sufficient Discharges to the Person or Persons to whom the same shall be given for the Money therein respectively acknowledged or expressed to be received, and that such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, or be in anywise obliged or concerned to see to the Application thereof.

Monies arising from Sales (after Payment of Expences) to be laid out in the Purchase of

XXXI. And be it enacted, That, subject to the Payment of the Costs, Charges, and Expences herein-after directed to be paid thereout, the whole of the Monies which shall arise by such Sale or Sales as aforesaid shall with all convenient Speed be laid out and invested in One or more Purchase or Purchases of Freehold Messuages, Lands, Tenements, and Hereditaments of an Estate in Fee Simple in

in Possession, either alone, or together with Copyhold Hereditaments convenient to be held therewith, so that such Copyhold Part shall not exceed in Value One Sixth Part of the Premises so to be purchased, free from all Incumbrances, (except Quit Rents, Fee Farm Rents, and other usual Outgoings,) to be situate in the Counties of *Lancaster* and *Chester*, or one of them, and that all and singular the said Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments which shall be so purchased as aforesaid shall be thereupon immediately conveyed, surrendered, and assured unto the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or other the Trustees or Trustee for the Time being acting under this Act, and their or his Heirs and Assigns, to such and the same Uses, 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 are in and by this Act expressed and contained.

Land in Lancashire or Cheshire to be held to the same Uses.

XXXII. And be it enacted, That, until the Money arising by such Sale or Sales as aforesaid shall be disposed of in the Manner hereinbefore mentioned, it shall be lawful for the said Trustees or Trustee for the Time being acting under this Act to place out such Sum or Sums of Money at Interest, either in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities, in *England* or *Wales*, in the Names or Name of such Trustees or Trustee for the Time being, and to alter, vary, transfer, and dispose of the said Stocks, Funds, and Securities as Occasion shall require.

In the meantime to be invested in the Public Funds or on Government or Real Securities.

XXXIII. And be it enacted, That the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities shall go and be paid to such Person or Persons and be applied in such Manner as the Rents, Issues, and Profits of the said Lands and Hereditaments to be purchased therewith would go or be payable or applicable in case such Purchase or Purchases as aforesaid were then actually made.

Interest and Dividends to be paid to the Persons who would have been entitled to the Rents.

XXXIV. Provided always, and be it enacted, That when the Lands or Hereditaments comprised in the said Second Schedule, and situate within the said Township of *West Derby*, or any Part thereof, shall be sold, in pursuance of this Act, then the Money arising from such Sale, or the Lands to be purchased therewith, or the Funds and Securities in which such Money shall be invested, and also such of the said Lands and Hereditaments comprised in the said Second Schedule, and situate as aforesaid, as shall for the Time being remain unsold, shall be and continue charged with the Payment of the said annual Sum of Twenty Shillings to the Overseers of the Poor of *West Derby* aforesaid for the Time being, for the Use of the Poor of the *Ackers End* Quarter in *West Derby* aforesaid, in exoneration of the said Lands and Hereditaments so sold in pursuance of this Act as aforesaid.

Produce of the Lands in the Second Schedule to continue charged with 20*s.* per Annum payable to the Poor of West Derby.

XXXV. And be it enacted, That in the meantime and until such Sale or Sales shall be made as aforesaid of the Lands and Premises by this Act authorized to be sold it shall be lawful for the said *John Bird*

Power to the Trustees to convey in Fee or to grant Leases

for 99 Years of the Lands in the Schedules, for Building Purposes.

Bird Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being under this Act, at any Time or Times after the passing of this Act, but nevertheless with such Consent and Approbation as aforesaid, to convey in Fee Simple, or demise or lease for any Terms or Number of Years not exceeding Ninety-nine Years, in Possession, all or any Part or Parts of the Lands and other Hereditaments comprised in the said several Schedules to this Act, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Buildings upon any Part of the same Lands, or to erect and build upon or otherwise improve the said Lands or any Part thereof, or to annex any of the said Lands for Gardens, Yards, and other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or any Part thereof; and with or without Liberty for the Purchaser or Purchasers or Lessee or Lessees to sell out and allot any Part or Parts of the Premises to be comprised in any such Conveyance or Conveyances or Lease or Leases as and for the Site of any open Space, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Purchasers, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, in such Manner as shall be agreed upon in every such Conveyance or Lease respectively; and with or without any other Liberties, Privileges, or Reservations which shall be reasonable or are usual in Conveyances or Leases of a similar Description; so that in every such Conveyance or Lease there be reserved and made payable the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Conveyance or Lease, considering the Nature and Circumstances of the Case, be reasonably obtained for the same, and such Rent or Rents as to such Part or Parts of the said Premises as shall be conveyed in Fee as aforesaid to be reserved or made to arise and become payable either by way of Reservation in Fee Farm or by way of Limitation of Use; and so that the Rent or Rents to be reserved in any such Conveyance or Lease be made payable half-yearly or oftener; and so that every such Conveyance or Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making or granting the same; and so that in every such Conveyance in Fee there be contained Powers of Distress and Entry, and of Perception of Rents and Profits for recovering and enforcing the Payment of the Rent or Rents to be thereby made payable; and that every such Conveyance in Fee and Lease for Years may also contain any other Covenants, Stipulations, Agreements, Powers, Conditions, or Restrictions which shall appear reasonable to the Persons or Person making or granting the same respectively, and particularly any Provisions for apportioning the Rent to be thereby reserved, and for exonerating any Part of the Lands to be therein comprised from the Payment of any specified Portion of the whole Rent to be thereby reserved; and so that the respective Purchasers or Lessees do execute Counterparts of their respective Conveyances or Leases: Provided always, that the first

first Payment of the Rent to be limited or reserved in any Conveyance or Lease of any Part of the said Lands comprised in the said several Schedules to this Act may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Conveyance or Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought adviseable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Conveyance or Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Evidence of a Counterpart Conveyance or Lease having been executed.

XXXVI. And be it enacted, That the Certificate in Writing of the Trustees or Trustee for the Time being executing any Conveyance or Lease to be made under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such Conveyance or Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

In Cases of Entry under a Condition of Re-entry or for a Forfeiture.

XXXVII. And be it enacted, That the several Conditions hereby authorized to be inserted in each such Conveyance in Fee as aforesaid shall be valid; and that when and if any Entry under any Condition of Re-entry or for a Forfeiture shall be made, then from and after such Entry the Lands comprised in each Conveyance avoided by such Entry, and the Buildings or Works erected thereupon, shall become and be vested in the Person or Persons entitled to the said Rent or Rents, for such and the same Estate or Estates as he or they respectively shall have in the same Rent or Rents, and in such and the same Shares and Proportions, and upon, for, and subject to such and the same Trusts, Intents, and Purposes, Powers and Provisoes, as the same Rent or Rents shall be held by him or them, or shall be subject or liable to at the Time of such Entry.

Trustees may appropriate Parts of the Lands in the Schedules for Roads or other Easements.

XXXVIII. Provided always, and be it enacted, That it shall be lawful for the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under this Act, at any Time or Times after the passing of this Act, but nevertheless with such Consent and Approbation as aforesaid, to lay out and appropriate any Part or Parts of the Lands comprised in the said several Schedules to this Act as and for open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of Purchasers and Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Conveyance or Lease to be made or granted as aforesaid, and also by such Conveyances or Leases to give and grant such Liberties, Privileges, Easements, and Conveniences as the Persons or Person for the Time being herein-before authorized to make Conveyances or Leases shall deem reasonable or convenient.

XXXIX. And

Purchasers Covenants to build, &c. to run with the Land.

XXXIX. And be it enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands comprised in the said several Schedules to this Act, to erect, construct, repair, or build, and to keep in repair, any Buildings or Works upon or otherwise improve the Land or Buildings purchased by him or them, and to pay the Rent or Rents to be reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, and to contribute towards the Expences of making and keeping in repair, ornamenting and embellishing, any open Spaces, Roads, Ways, Streets, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, over, or under the Land or Ground to be purchased, or any other Part or Parts of the said Lands comprised in the said several Schedules, or any other Covenant or Covenants of a like Nature, shall be deemed to run and shall run with the Land purchased by him or them, and shall bind the Purchaser or Purchasers thereof, his and their Heirs and Assigns.

Trustees Covenants to run with the Land.

XL. And be it enacted, That in case the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under this Act, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Purchaser or Purchasers, or Lessee or Lessees of any Part or Parts of the said Lands comprised in the said several Schedules to this Act, as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands in respect of the Estate or Estates of such Person or Persons so having or claiming and whilst he or they shall have or claim such Estate or Estates respectively, but no further or otherwise; and such Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Heirs, Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenanter or Covenanters, but only for any Breach or Breaches of Covenant during the Continuance of his or their Estate or Estates, and such original Covenanter or Covenanters shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him.

Purchasers Covenants to build, &c. to run with the Rent.

XLI. And be it enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands comprised in the said several Schedules to this Act, to erect, construct, repair or rebuild, and to keep in repair, any Buildings or Works upon or otherwise to improve the Land purchased by him or them, and to pay the Rent or Rents reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, and to leave Buildings in good Repair, and to contribute towards the Expences of making and keeping in

in repair, and ornamenting or embellishing, any open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or other Conveniences in, upon, through, over, or under the Land or Buildings to be purchased, or any other Part or Parts of the said Lands comprised in the said several Schedules to this Act, or any other Covenant or Covenants of a like Nature, shall be deemed to run and shall run with the Rent to be reserved or limited by or in the Conveyance or Conveyances of the Premises purchased, so that the Person or Persons for the Time being entitled to such Rent shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

The Trustees may enter into Contracts for granting Conveyances in Fee or Leases for Years.

XLII. Provided always, and be it enacted, That it shall be lawful for the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under this Act, at any Time or Times after the passing of this Act, but nevertheless with such Consent and Approbation as aforesaid, to enter into any Contract or Contracts in Writing for making or granting any Conveyance or Conveyances in Fee or Lease or Leases for Years of all or any Parts or Part of the Lands comprised in the said several Schedules to this Act, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be conveyed or leased, or any Part or Parts thereof, shall be built on, or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to convey or lease the Land or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, and his or their Heirs and Assigns, or his or their Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons (to be approved of by the Person or Persons for the Time being hereby authorized to make Conveyances or Leases of the same Lands as aforesaid) as he or they shall nominate and appoint in that Behalf, either in Fee or for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, yet so nevertheless that if the yearly Rent to be reserved by any such Conveyance or Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Conveyance or Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land to be comprised in such Conveyance or Lease, and of the Houses erected or to be erected thereon when finished and fit for Habitation; and, if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in the Conveyance or Convey-

Conveyances, or Lease or Leases, to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land or Ground thereby agreed to be conveyed or leased, and that the Residue thereof shall be conveyed or leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any Conveyance or Conveyances, or Lease or Leases, to be made or granted, and at such Time or respective Times, and in such Manner, as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be conveyed or leased, either by a Surveyor or Surveyors, Referee or Referees, or otherwise; and, in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved or limited in the Conveyance or Conveyances, Lease or Leases, made or granted of a competent Part or competent Parts of the Land thereby agreed to be conveyed or leased, to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise, the Residue thereof, if any, shall be conveyed or leased by One or more Conveyance or Conveyances, or Lease or Leases, at the yearly Rent of a Peppercorn; and, in case of Conveyances to be made or Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be conveyed or leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Conveyance or Conveyances shall be made or any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be conveyed or leased, the Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be conveyed or leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to the Purchasers and Lessees under the Powers of conveying and leasing herein-before contained.

XLIII. Pro-

Conditions to be inserted in such Contracts.

XLIII. Provided also, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Lands and Buildings therein comprised and agreed to be conveyed or leased as shall not have been actually conveyed or leased, and shall not be built upon, rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Conveyance or Conveyances, Lease or Leases, ought to be made or granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed, or that in default thereof such Contract shall, as to the Land and Buildings not actually conveyed or leased by virtue of the same Contract, be void; and every such Contract shall be binding upon all the Persons upon whom any Conveyance or Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Conveyance or Conveyances, or Lease or Leases, to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

When Possession of Premises resumed, new Conveyances and Leases may be granted.

XLIV. And be it enacted, That if the Possession of any Land or Hereditaments to be comprised in any Conveyance or Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Conveyance or Lease or Contract, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to make or grant such Conveyances or Leases respectively as aforesaid, but with such Consent and Approbation as aforesaid, to make Conveyances or grant Leases, or enter into Contracts for making Conveyances or granting Leases, and afterwards to make Conveyances or grant Leases, of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Conveyances or Leases, or Contracts for Conveyances or Leases thereof, had been previously made, granted, or entered into.

New Covenants may be entered into by way of Addition, Alteration, or Explanation.

XLV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person for the Time being authorized to make Conveyances and grant Leases by virtue of this Act of the Lands comprised in the said several Schedules to this Act, but with such Consent and Approbation as aforesaid, to enter into any new Covenant or Covenants, or Agreement or Agreements, in relation to the Hereditaments so authorized to be conveyed or leased by them or him respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to or explained or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue

virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contracts or Contract respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Reconveyance or Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so reconveyed or surrendered shall or may be contracted or agreed to be conveyed or leased, and afterwards conveyed or leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for conveying or leasing the same had been previously entered into or executed: Provided always, that every Conveyance to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Conveyance or Lease and such preceding Contract, provided that such Conveyance or Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Conveyances or Leases hereby authorized to be made and granted, and that after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title at Law or in Equity for the Benefit of the same Conveyance or Lease.

Conveyances or Leases which would be void or voidable on account of technical Error or Informality may be confirmed.

XLVI. Provided always, and be it enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make Conveyances or grant Leases as aforesaid, so far as this Act relates to the Hereditaments of which such Persons or Person are or is hereby authorized to make Conveyances and grant Leases as aforesaid, to confirm any Conveyance or Conveyances to be made or any Lease or Leases to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Conveyance or Conveyances, Lease or Leases, shall be void or voidable, or to make any Conveyance or Conveyances, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Conveyance or Conveyances, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and (as to such Conveyances and Leases respectively) at and under the same yearly Rent or Rents as was or were, or at or under a larger Rent or Rents than was or were, reserved

reserved or limited in such void or voidable Conveyance or Conveyances, Lease or Leases respectively, or to accept a Reconveyance or Reconveyances, or Surrender or Surrenders of any Lands or Grounds to be conveyed or leased under this Act, and to make any Conveyance or Conveyances, or grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments so reconveyed or comprised in the Lease or Leases so surrendered, but as to such Lease or Leases only for a Term or Terms not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered, and (as to such Conveyances and Leases respectively) at and under the same yearly Rent or Rents as was or were, or at a larger Rent or Rents than was or were, reserved or limited in the original Conveyance or Conveyances, or Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations, or new Conveyance or Conveyances, or new Lease or Leases respectively.

No Sale, Conveyance, or Lease to be made of the Rectory House and Vicarage House.

XLVII. Provided always, and be it enacted, That this Act shall not authorize the Sale, or the making or granting of any Conveyance or Lease, or the laying out or appropriating for the Purposes in this Act mentioned, of the Rectory House and the Vicarage House of or belonging to the said *Samuel Heathcote* and *Thomas Moss*, as such Rector and Vicar as aforesaid respectively, or of any Offices, Outbuildings, Yards, or Gardens to the said Rectory House and Vicarage House respectively adjoining or appurtenant.

In case of any Improvement in the annual Value of the Lands comprised in the Schedules.

XLVIII. And be it enacted, That upon any Improvement in the annual Value of the said Lands comprised in the said several Schedules to this Act by means of any Conveyance or Lease made or granted under this Act, during the respective Incumbency of the said *Samuel Heathcote* and *Thomas Moss* as such Rector and Vicar as aforesaid, One Moiety of the Excess of the improved annual Value of the Lands comprised in the said First Schedule to this Act shall, from Time to Time as the same shall accrue, be paid to the said *Samuel Heathcote*, if he shall so long continue such Rector as aforesaid, and One Moiety of the Excess of the improved annual Value of the said Lands comprised in the Second Schedule to this Act shall from Time to Time, as the same shall accrue, be paid to the said *Thomas Moss*, if he shall so long continue such Vicar as aforesaid, and the other or remaining Moiety of such improved Value shall be laid out and invested, or applied and disposed of in such and the same Manner as the Money arising by such Sale or Sales as aforesaid, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Court of Chancery empowered to appoint new Trustees.

XLIX. Provided always, and be it enacted, That if any of them the said *John Bird* Lord Bishop of *Chester*, *John Shaw Leigh*, and *Samuel Heathcote*, or any future Trustee or Trustees who shall succeed or be appointed in the Place or Stead of them or any of them, as herein-after mentioned, shall die, or desire to be discharged, or shall refuse or decline to act or become incapable to act in the Trusts and Powers hereby reposed in them or him, before the said

Trusts and Powers shall be fully performed and executed, then, and so often as any such Case shall happen, it shall be lawful for the High Court of Chancery, in a summary Way, upon the Petition of the Patron and the Rector and Vicar for the Time being of *Walton-on-the-Hill*, or any of them, until such Separation as aforesaid, and then of the Patrons and the Rectors for the Time being of *Walton-on-the-Hill* and *West Derby*, and the Vicar for the Time being of *Walton-on-the-Hill*, or any of them, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid, yet so that every or any succeeding Lord Bishop of *Chester* shall in preference to any other Person be nominated and appointed a Trustee in the Place or Stead of the said *John Bird* Lord Bishop of *Chester* so dying as aforesaid and every future Trustee who shall succeed or be appointed in his Place or Stead, and that every or any succeeding Patron of the Rectory and Parish Church of *Walton-on-the-Hill* aforesaid, before or after such Separation as aforesaid, shall in preference to any other Person be nominated and appointed a Trustee in the Place or Stead of the said *John Shaw Leigh* so dying as aforesaid and every future Trustee who shall succeed or be appointed in his Place or Stead; and that every or any succeeding Rector of the said Rectory of *Walton-on-the-Hill* before or after such Separation, and in case any such succeeding Rector shall after such Separation refuse or decline to accept the Trust, then every or any Rector of the Rectory of *West Derby* so to be created as aforesaid, shall in preference to any other Person be nominated and appointed a Trustee in the Place or Stead of the said *Samuel Heathcote* so dying as aforesaid and every future Trustee who shall succeed or be appointed in his Place or Stead: Provided nevertheless, that the Nomination and Appointment by the said Court of Chancery of any Person or Persons whomsoever to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid, shall be conclusive, and that when and so soon and as often as such Person or Persons shall be nominated and appointed all the Estates and Powers which shall be then vested in the Trustee or Trustees so dying or desirous of being discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner and so that the same Estate and Power shall and may be legally and effectually vested in the surviving or continuing Trustee thereof and such new or other Trustee or Trustees, or in such new Trustees only, as the Case may require, and his or their Heirs and Assigns, upon the same Trusts, and for the same Intents and Purposes, and subject to the same Powers as are herein-before declared of and concerning the same Estates, or such and so many of the same Trusts and Powers as shall or may be then subsisting and capable of taking effect; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully

and effectually, and with the same Powers and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees for the Purposes aforesaid.

Trustees to be chargeable for their own Acts only.

L. Provided also, and be it enacted, That the Trustees hereby appointed, or to be appointed by virtue of this Act, and every of them, and the Heirs, Executors, Administrators, and Assigns of them and every of them, shall be charged and chargeable for such Monies only as they shall respectively actually receive by virtue of or under 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 that any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but every one of them only for his own Acts, Receipts, Neglects, or Defaults respectively; and that any One or more of them shall not be answerable or accountable for the Insufficiency or Deficiency of any Security or Securities, Stocks or Funds, in or upon which any of the said Trust Monies or any Part thereof respectively shall be placed out or invested, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Trusts, or in relation thereto, except the same shall happen through his or their own wilful Default respectively, and also that it shall be lawful for such Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies which shall come to their respective Hands by virtue of the Trusts and Powers herein-before contained, to retain to and reimburse himself and themselves respectively, and also to pay or allow to his and their Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them may incur, sustain, expend, or be put unto in or about the Execution of the aforesaid Trusts and Powers, or in relation thereto.

Acts authorized to be done and Consents given by Patron to be valid notwithstanding he should be under legal Incapacity.

LI. Provided also, and be it enacted, That all Acts, Matters, and Things by this Act authorized to be done and every Consent required to be signified by the Patron of any of the aforesaid Rectories, or of the said present Rectory and of the said Vicarage of *Walton-on-the-Hill*, may be done and signified by the Patron or Patrons for the Time being of the said respective Benefices, whether One or more, who shall be seised of the Advowson thereof in Possession, whether for an Estate of Inheritance or any less Estate, and by any such Patron or Patrons, being a Married Woman or Married Women, notwithstanding her or their Coverture, and by the Guardians or Committees of any such Patron or Patrons, being an Infant or Infants, Lunatic or Lunatics, or Idiot or Idiots respectively; and that every Act, Matter, and Thing which shall be so done, and every Consent which shall be so signified, shall be as valid and effectual as if the Party or Parties by whom or on whose Account such Act, Matter, or Thing shall be done and such Consent signified was or were seised of the said Advowson in Fee Simple in Possession, and free from any Incapacity.

LII. Pro-

In case of Rector being a Lunatic, Acts of his Committee to be effectual.

LII. Provided also, and be it enacted, That in all Cases in the Execution of this Act when the Rector of the said Rectory of *Walton-on-the-Hill*, or the Rectors of the said Rectories of *Walton-on-the-Hill* and *West Derby* and the Vicar of *Walton-on-the-Hill*, or any of them, shall be lunatic, every Act, Matter, and Thing done by the Committee of any such Rector or Vicar, being lunatic, shall be as effectual as if the same were done under the Authority of this Act by such Rector or Vicar if he were of sound Mind.

Deeds and other Instruments to be registered in the Episcopal Registry of the Bishop of the Diocese.

LIII. And be it enacted, That all and every the Deeds, Instruments, Certificates, and Consents in Writing to be executed and given in pursuance of this Act shall be registered in the Episcopal Registry of the Lord Bishop of the Diocese in which the said Parish of *Walton-on-the-Hill* shall be situate, in a Book or Books to be kept for that Purpose by the Registrar of the said Registry; and that such Registrar shall be paid for every such Deed or Instrument, Certificate or Writing, having thereon a Certificate of its Registration subscribed by such Registrar or his Deputy, when the same shall not contain more than Twenty Folios of Seventy-two Words each, the Sum of Five Shillings and no more, and when the same shall exceed Twenty such Folios the further Sum of Four-pence for every Folio above the first Twenty Folios; and the like Fees shall be paid to the said Registrar for every Copy of any Deed or Instrument, Certificate or Writing, which shall be so registered, having a Certificate thereon subscribed by the said Registrar or his Deputy of the same being a true Copy, which Copy and Certificate such Registrar or his Deputy is hereby required to give on Payment of such Fees as aforesaid; and the Copy of any Deed or Instrument, Certificate or Writing, so to be registered as aforesaid, in the Handwriting of such Registrar or his Deputy, being duly proved, shall be admitted as Evidence by all Judges, Justices, and others.

Court of Chancery to make Orders for Taxation and Payment of Costs.

LIV. And be it enacted, That it shall be lawful for the said Court of Chancery and the said Court is hereby required, on Petition to be presented in a summary Way, from Time to Time to make such Order or Orders as to the said Court shall seem fit for taxing and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and making the several Applications to the said Court respecting the Matters aforesaid, and in making out Titles, and completing the Sale or Sales, or Conveyance or Conveyances, or Lease or Leases of the Hereditaments and Premises by this Act respectively authorized to be sold, conveyed, and demised respectively, and in making and completing the Purchase or Purchases to be made under the Authority of this Act, or otherwise in carrying the Trusts and Purposes of this Act into execution; and also to make such Order or Orders as the said Court shall think fit for the Payment of such Costs, Charges, and Expences as aforesaid out of any of the Monies arising under this Act, or from the Sale or Sales herein-before authorized to be made of the Lands and Hereditaments comprised in the said several Schedules to this Act.

LV. And

Reservation of Privileges of Toxteth Park, Simonswood, and Croxteth Park.

LV. And whereas the Town or Township of *Toxteth Park* aforesaid, and also the Townships, Districts, or Places of *Simonswood* and *Croxteth Park*, are or are claimed to be extra-parochial; be it therefore enacted, That nothing in this Act contained shall confer on the Rector aforesaid, or on any other Person or Persons, any Rights, Powers, or Privileges in or over or with reference to the said Townships, Districts, or Places of *Toxteth Park*, *Simonswood*, or *Croxteth Park*, or any of them, which they would not have enjoyed if this Act had not been passed, or in any Manner affect or prejudice the Rights, Privileges, and Immunities of the said Townships, Districts, or Places of *Toxteth Park*, *Simonswood*, and *Croxteth Park* aforesaid, or any of them, or which were held and enjoyed by the Owners or Inhabitants thereof, or by any other Person or Persons in reference thereto, at any Time or Times before the passing of this Act.

General Saving.

LVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators respectively, (except such as are barred by this Act,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of the Advowson and Patronage of the present Rectory and Vicarage of *Walton-on-the-Hill* aforesaid, and all and singular the Tithes, Tithe Rents, Glebe and other Lands, and Emoluments of and belonging to the same Benefices respectively, as they or any of them had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

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

The FIRST SCHEDULE to which this Act refers.

RECTORIAL GLEBE.

Description of Property.	Names of Tenants.	Quantity Statute Measure. A. R. P.
Township of Walton-on-the-Hill.		
Kitchen Garden	Mary Clarkson	1 0 29
Nearer Hatch Field	James Moon	4 0 13
Further ditto	William Hughes	2 1 37
Court Yard	James Musker	1 2 13
Kitchen Garden	Mary Clarkson	1 0 28
Black Horse Garden	Mary Stanley	1 0 6
Ditto Croft	Ditto	1 3 3
Big Spellow Field	Ditto	5 0 10
Causeway Hey	James Musker	3 1 23
New ditto	Ditto	2 1 14
Little ditto	Elizabeth Holmes	1 2 39
Long ditto	James Musker	2 1 22
Woofall's Croft	Elizabeth Holmes and Mary Clarkson	0 2 25
Bridge's Croft	Ditto ditto	0 3 25
Nearer Hetherlow	James Musker	3 0 27
Middle ditto	Ditto	2 2 35
Further ditto	Ditto	3 0 27
Gibbon's Hetherlow	Ditto	6 3 15
Turner's Hetherlow	John Johnson	6 1 11
Mere Greenfield	Ditto	1 3 39
Glebe No. 1 in the Town Field	James Musker	13 0 12
Ditto No. 2 in ditto	Ditto	5 0 12
Ditto No. 3 in ditto	Ditto	1 2 7
Allotment	Samuel Harvey	8 1 27
Barn, Stables, and Yard	James Musker	0 0 35
Township of Fazakerley.		
Allotment	Henry Mercer	17 0 9
Township of Everton.		
The Great St. Domingo	William Coulborn	3 0 33
The Little St. Domingo	Ditto	2 0 28
Township of Walton-on-the-Hill.		
Cottages and Gardens.		
Cottage and Garden	John Gore	0 1 0
Ditto ditto	Elizabeth Holme	0 2 0
Ditto ditto	John Matthews	0 1 0
Ditto ditto	Ann Knowles	0 1 0
Ditto ditto	Sarah Eaton	0 1 0
Ditto ditto	Edward Fairclough	0 1 0
Ditto ditto	James Spencer	0 1 0
Ditto ditto	James Kelly	0 0 29
Ditto ditto	Mary Clarkson	0 2 0
Township of West Derby.		
The Tithe Barn	Unoccupied.	
		112 1 33

The SECOND SCHEDULE to which this Act refers.

VICARIAL GLEBE.

Description of Property.	Names of Tenants.	Quantity Statute Measure. A. R. P.
Township of Walton-on-the-Hill.		
Allotment	Samuel Harvey	0 3 34
Township of Everton.		
St. Domingo Croft	William Coulborn	0 1 37
Township of West Derby.		
Stones Farm.		
Messuage, Stable, Shippon, and Outbuildings.	Pendleton	26 0 5
The Old Pasture		
The Vicar's Meadow		
The Old Meadow		
The Little Field		
The Little Poverty		
The Big Poverty		
The Gorsey Field		
		27 1 36

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