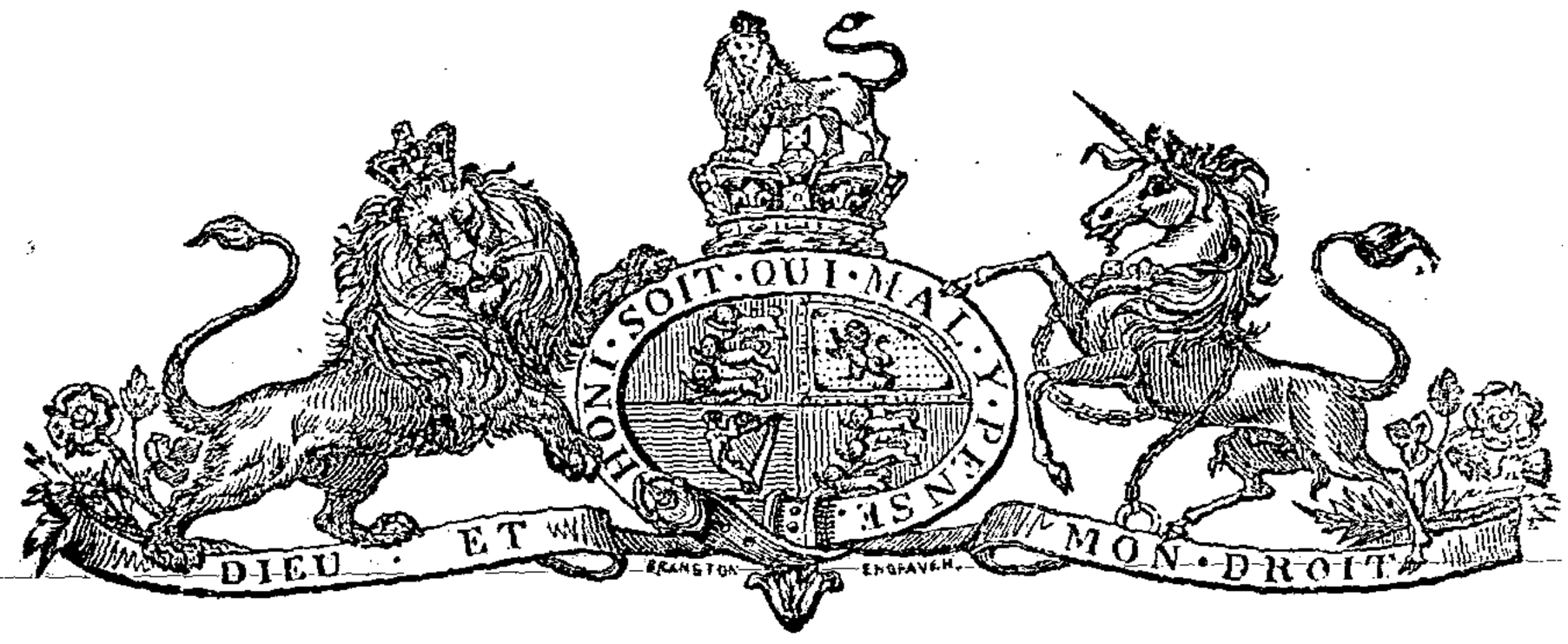


ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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any Part or Parts of the said Glebe Lands and Premises, and of the Buildings standing thereon, unto any Person or Persons who should be willing to build upon and improve the same, for any Term of Years not exceeding Ninety-nine Years, which Lease or Leases should be renewable at any Time, and should commence and take effect in possession, and not in reversion, with Liberty for the Lessee or Lessees to take down any Buildings then standing thereon as therein mentioned, so as in the said Lease or Leases there were reserved the best and most improved Ground Rent or Ground Rents that could be obtained for the Benefit of the said Vicar and his Successors, to be payable as therein mentioned, and so as the Lessee or Lessees executed a Counterpart thereof, and entered into such Covenants as are in the said Act mentioned; and it was further enacted, that nothing therein contained should extend to empower the said *Thomas Wray* or his Successors to grant any Lease or Leases of the Parsonage House belonging to the said Vicarage, or of the Gardens adjoining to the said House, or of the Field called *Broad Field* in which the said House stood (except a Part of the said *Broad Field* where the same adjoined to the High Road leading from *Rochdale* to *Manchester*, containing One hundred and eighty Feet in Breadth, and no more), or of any Barns or Outhouses then standing in the said Field, or of the Fields called the *Higher Sparrow Hill*, the *Lower Sparrow Hill*, the *Canthill*, and the *Stone Holme*: And whereas the Vicars of *Rochdale* aforesaid for the Time being have from Time to Time granted Leases of certain Parts of the said Glebe Lands so by the said Act authorized to be leased, and have granted renewed Leases of certain of such Leases, and such Leases and the renewed Leases were expressed to be made in pursuance of the Powers in the said Act contained, and on the Faith of such Leases or Renewals many Buildings have been erected and Streets laid out on Parts of the said Glebe Lands comprised in such original or renewed Leases, and many Underleases of Parts of the Hereditaments therein comprised have been granted to divers Persons, and Possession has been had for many Years past under such original and renewed Leases and Underleases, and divers Streets and Ways have been laid out and made: And whereas Doubts are entertained whether the Leases so granted as aforesaid, or some of them, were granted in conformity with the Terms and Conditions of the said Act, and the Power to renew Leases in the said Act contained not expressing the Terms and Period on and for which the same may be granted, it is doubtful whether any valid Renewal of any Lease granted as aforesaid could be made under the Powers in the said Act contained: And whereas certain Parts of the said Glebe Lands so as aforesaid authorized to be leased for Building Purposes have not yet been leased in pursuance of the Powers in that Behalf contained in the said Act: And whereas the Reverend *John Edward Nassau Molesworth* Doctor in Divinity is the present Vicar of the said Vicarage of *Rochdale*, and the Most Reverend Father in God *William* by Divine Providence Lord Archbishop of *Canterbury* is the Patron of the said Vicarage, and the Right Reverend Father in God *John Bird* by Divine Permission Lord Bishop of *Chester* is the Ordinary thereof: And whereas, in order to avoid Litigation, and to enable the Vicar for the Time being to confirm the Titles of the Parties claiming under such Leases

and

and renewed Leases on fair and equitable Terms, it is expedient that such Powers should be granted to the Vicar for the Time being as are after contained, to be exercised with the Consent of the Patron and Ordinary of the said Vicarage, subject nevertheless as after mentioned, and that the Powers of leasing in the said Act contained should be amended and extended, as also is herein-after contained: Wherefore Your Majesty's most dutiful and loyal Subject the said *John Edward Nassau Molesworth* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the Vicar for the Time being of the said Vicarage of *Rochdale* from Time to Time, by any Deed or Deeds, with the Consent in Writing of the Patron and Ordinary for the Time being of the said Vicarage, and on such Terms and Conditions, and subject to such additional Covenants, Powers, or Provisions (if any) as the said Patron and Ordinary shall think fit, but without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, absolutely to confirm all or any of the original or renewed Leases of the said Glebe Lands, or any other Hereditaments, Rights, or Privileges, or of any Part thereof, which may at any Time heretofore have been granted or expressed to be granted by the Vicar for the Time being of the said Vicarage, either as to the Entirety or as to any Part or Parts only of the Hereditaments, Rights, or Privileges therein respectively comprised, so as the Rent reserved by every such original or renewed Lease be not diminished, except as after mentioned; and any such original Lease may be confirmed as aforesaid, notwithstanding that a Renewal thereof may have been granted or expressed to be granted, and notwithstanding that any express or implied Surrender of any such original Lease may at any Time heretofore have been made or expressed to be made to the Vicar for the Time being of the said Vicarage, but so as in no Case shall any greater or more extended Term be granted than was granted by the Lease or renewed Leases intended to be confirmed, and such Lease or renewed Lease may be so confirmed as to be taken and considered in all respects as a valid Lease as from the making thereof, subject to any Alterations or Provisions to be inserted therein, or declared and directed to be considered as inserted therein on any such Confirmation: Provided always, that where any such Lease as aforesaid shall be confirmed as to a Part only of the Hereditaments therein comprised, it shall be lawful for the said Vicar for the Time being, with such Consent as aforesaid, in and by any such Deed of Confirmation, to reserve an apportioned Part only of the entire Rent reserved or expressed to be reserved in and by such Lease to be payable in respect of the Hereditaments as to which such Lease shall be confirmed, such Apportionment to be made to the Satisfaction of the Patron and Ordinary aforesaid; and in every Case of a partial Confirmation of a Lease, all and singular the Covenants, Conditions, and Agreements contained in every such Lease so partially confirmed

Empowering the Vicar, with Consent of Patron and Ordinary, to confirm Leases.

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as aforesaid, and on the Part of the Tenant or Lessee to be observed and performed, shall (so far as the same are applicable to the Hereditaments as to which the Lease shall have been confirmed) remain and be in full force and virtue, and shall bind the Lessee, his Executors, Administrators, and Assigns, to all Intents and Purposes as if the Lease so partially confirmed had originally comprised no other Hereditaments than those as to which the same shall be confirmed, and in those Cases in which the Rent shall be apportioned as aforesaid, as if the apportioned Rent reserved by such Deed of Confirmation had been the Rent originally reserved in and by such Lease; and the Vicar for the Time being shall have all such Powers of Entry on Nonpayment of Rent or Nonperformance of Covenants in all respects as may be contained in the Leases confirmed, so far as the same shall be applicable to the Hereditaments to be comprised in the confirmed Lease, and according to the true Intent and Meaning of the Parties, to be expressed and declared in such Confirmation, and any further or other Powers of Entry or Covenants may, on any such Confirmation, be directed and declared to be considered as inserted in any such original Lease, and thereupon the same shall take effect as agreed on by the said Parties, and as if the same had been inserted in the original Lease; and on any such Confirmation, or on any Agreement for the Surrender of any Part of any Hereditaments comprised in any such Lease so granted as aforesaid, it shall be lawful for the said Vicar, with such Consent as aforesaid, to confirm any Sale which may have been made of the Leasehold Interest of any Parties claiming Title thereto, in all respects as if the said Leases had been valid as from the Date thereof, and to release the Monies which have arisen from such Sale from all Claim whatsoever.

Vicar may accept Surrenders of Leases, and grant new ones.

II. And be it enacted, That it shall be lawful for the Vicar aforesaid for the Time being, with such Consent as aforesaid, to accept a Surrender of any Lease or Leases, either original or renewed, purporting to have been made in pursuance of the said Act of the said Glebe Lands or any Part thereof, or of any Part or Parts of the Hereditaments comprised in any such Lease, whether such Lease or Leases shall have been confirmed in pursuance of the Power in that Behalf herein-before contained or not, and to grant a new Lease or new Leases thereof, or separate Leases of any Part or Parts thereof, for all the Residue then to come of the Term for which the Lease or Leases so surrendered or partially surrendered was originally granted, at such Rent or Rents, and subject to such Covenants, Conditions, and Agreements, as such Vicar as aforesaid for the Time being, with such Consent as aforesaid, shall think fit, but so that the Rent or Rents reserved in and by such Lease or Leases so surrendered as aforesaid be not diminished; provided that where more than One Lease shall be so granted of any Hereditaments comprised in One Lease, or One confirmed Lease or partially confirmed Lease, the original Rent, or the Rent in the partially confirmed Lease, may be apportioned by the said Vicar, with such Consent as aforesaid, but so that at least the whole Rent reserved by the original Lease or partially confirmed Lease shall be made up and reserved in the aggregate by the said separate Leases: Provided also, that where any such Lease now granted

granted as aforesaid, and whether confirmed or not, shall be surrendered absolutely, and a new Lease or Leases shall be granted of Part only of the Hereditaments therein comprised, it shall be lawful for the Vicar aforesaid for the Time being, with such Consent as aforesaid, to reserve, by any such new Lease or Leases as last aforesaid, an apportioned Part only of the Rent originally reserved by such Lease so surrendered as last aforesaid, so as such reserved Rent shall in the Opinion of the said Patron and Ordinary be a fair apportioned Share of the original Rent.

Empowering the Vicar in any Confirmation or Grant to reserve to himself and his Successors certain Rights and Privileges.

III. And be it enacted, That it shall be lawful for such Vicar as aforesaid for the Time being, with such Consent as aforesaid, in and by any such Deed of Confirmation or Grant of new Lease as aforesaid, to reserve to himself and his Successors, or to his Lessees, or the Lessees of his Successors, any Right or Rights of making Streets, Bridges, and Ways, and using and laying any Drains, Pipes, Conduits, Roads, Ways, Passages, or other Conveniences, or any other Privileges or Easements in or over the Hereditaments as to which any Lease shall be so confirmed or any new Lease granted as aforesaid, and also on any Lease, Confirmation, or Surrender to be made, any Rights, Easements, Lights, Privileges, or Appurtenances may be granted or reserved in respect of any of the Property hereby authorized to be leased, and either in respect of any of the Property to be leased or confirmed or surrendered or otherwise, as the said Vicar for the Time being, with such Consent as aforesaid, may think fit, and also in manner aforesaid to confirm the laying out and Disposition of any Road, Way, or Street which may have been already laid out or projected, and to grant any Rights in respect thereof to any Person or Persons, and to dedicate any such Roads, Ways, or Streets already made, or any Roads, Ways, or Streets, or Bridges hereafter to be made, to the Public, with such Consent as aforesaid.

Empowering Vicar to accept Surrenders, subject to Underleases, and to confirm such Underleases.

IV. And be it enacted, That it shall be lawful for the said Vicar for the Time being, with such Consent as aforesaid, to accept any such Surrender, subject to any existing Underlease or Underleases of the Hereditaments therein comprised or of any Part thereof, and for such Vicar, if he shall think fit, to confirm any such Underleases, with such Consent as aforesaid; and in every such Case the Vicar for the Time being of the said Vicarage, and his Successors, shall be entitled to the Benefit of all and singular the Rents, Covenants, and Conditions in or by every such Underlease reserved and contained, and on the Part of the Underlessee, his Heirs, Executors, Administrators, and Assigns, to be paid, observed, and performed, in like Manner, to all Intents and Purposes, as if such Underlease or Underleases had been originally granted by the Vicar for the Time being of the said Vicarage, and as if all and singular the Rents, Covenants, and Conditions by and in such Underleases reserved and contained had been originally made payable to and entered into with the Vicar of the said Vicarage and his Successors; and it shall be lawful for such Vicar as aforesaid for the Time being, with such Consent as aforesaid, to accept Surrenders of any such Underlease or Underleases, and to grant new Leases of the Hereditaments therein respectively comprised, in like Manner in all

respects as is herein provided with respect to any original or renewed Leases of the said Glebe Lands, and also with such Power as aforesaid of granting separate Leases of the Hereditaments comprised in any such Underleases at apportioned Rents, and all other Powers and Provisions in all respects which are herein provided with respect to any original or renewed Leases: Provided always, that nothing herein contained shall prejudice or affect any subsisting Underlease or Underleases of all or any of the Hereditaments with respect to which any such Lease or Leases as aforesaid shall be confirmed or partially confirmed under the Provisions of this Act, or which may be comprised in any new Lease which may be granted under the Provisions of this Act on the Surrender of any existing Lease or Leases, but that as well the Person or Persons for the Time being entitled to the Benefit of every such confirmed or partially confirmed Lease, or such new Lease as aforesaid, as also the Vicar aforesaid for the Time being, shall, as against such Underlessee or Underlessees, his and their Executors, Administrators, and Assigns, have such or the like Rights and Remedies in all respects, and no other, as they would have had and been entitled to in case the Lease or Leases out of which such Underlease or Underleases may have been derived had been originally valid, and had never either wholly or in part been surrendered, and had comprised no other Hereditaments than those as to which such Lease or Leases shall be so confirmed, or in respect of which such new Lease or Leases shall be granted as aforesaid (as the Case may be).

Where a Part of the Hereditaments in any Lease shall be surrendered, Vicar may confirm or grant a new Lease of the Residue, and reserve Rights.

V. And be it enacted, That where any Part of the Hereditaments comprised in any such original or renewed Lease as aforesaid shall be absolutely surrendered to the Vicar for the Time being of the said Vicarage, it shall be lawful for such Vicar for the Time being, with such Consent as aforesaid, in and by any Deed of Confirmation or any new Lease to be granted of the Residue or of any Part of the Residue of the Hereditaments comprised in such Lease, in pursuance of the Powers aforesaid, to reserve or grant to the Lessee or Lessees, his or their Executors, Administrators, or Assigns, every or any the Right and Liberty of making, laying, and using any Bridges, Drains, Pipes, Conduits, Roads, Ways, Passages, or other Conveniences, or other Liberties and Easements, in or over any other Part or Parts of the said Glebe Lands as were theretofore held or enjoyed in respect of the Hereditaments so absolutely to be surrendered as aforesaid, and also to reserve or grant to such Lessee or Lessees, their Executors, Administrators, and Assigns, such Rights and Liberties of making, laying, and using any Bridges, Drains, Pipes, Conduits, Roads, Ways, Passages, or other Conveniences, and such other Liberties and Easements, in or over the Hereditaments so absolutely to be surrendered as aforesaid, as shall be thought fit.

Trustees of doubtful Leases may confirm Lease or accept new Leases.

VI. And be it further enacted, That where any Lease or Leases, either original or renewed, of the said Glebe Lands or other Hereditaments, professing to be made in pursuance of the said recited Act, but which shall be considered bad or doubtful, or be disputed by the Vicar aforesaid for the Time being, shall be vested in any Trustees, or Executors or Administrators, all such Acts, Confirmations, Surrenders, new Leases, and

and other Assurances may be done, executed, and accepted by such Trustees, or Executors or Administrators, of or in relation to the Hereditaments and Premises comprised in such Lease or Leases or any Part thereof, in all respects as if such Trustees, or Executors or Administrators, were respectively possessed of or entitled to such Lease or Leases in their own Rights, and shall be respectively binding on their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Coverts, Persons beyond the Seas, or other Persons under Disability: Provided nevertheless, that the Power herein-before given to such Trustees and Executors as aforesaid shall not be binding on Infants, unborn Issue, Femes Coverts, Persons beyond the Seas, or others under Disability, except with the Approval of the High Court of Chancery obtained on a Petition to be preferred in a summary Way in the Matter of this Act.

On Notice from Lessees Confirmation of Leases to be settled by Arbitration.

VII. And be it enacted, That it shall be lawful for any Persons entitled to any Lease or Leases, either original or renewed, granted or purporting to be granted in pursuance of the said recited Act, by Notice in Writing within Twelve Calendar Months from the passing of this Act, to require the said Vicar or his Successors to confirm such Lease or Leases, and thereupon the Vicar for the Time being shall be bound and he is hereby directed to confirm the same; but nevertheless such Confirmation shall be made on such Terms and under such Conditions, and as to such Parts only, or all, and either at the original Rents or at other Rents, and in all respects in such Manner with reference to the Circumstances of the Case and the Rights of the Parties as shall be determined by the Award in Writing of a Barrister of at least Five Years standing, to be from Time to Time appointed by the Chief Justice or Senior Judge for the Time being of the Court of Common Pleas for the County Palatine of *Lancaster* (such Appointment to be afterwards confirmed in Writing by the Archbishop of *Canterbury* for the Time being), and so as such Award be made within Six Calendar Months from the Appointment of the said Arbitrator; and for the Purpose of carrying such Award into effect the said Vicar for the Time being shall have and exercise all and every the Powers and Provisions herein-before contained in all respects as if such Confirmation, and all other the Matters directed to be done under any such Award, had been done, or were agreed or intended to be done, by the said Vicar, under the Powers and Provisions herein-before contained.

Powers of Arbitrator.

VIII. And be it enacted, That such Arbitrator shall for the Purposes of such Reference have Power of requiring the Production of all Deeds, Evidences, and Writings, and shall have all such Powers of compelling the Attendance of Witnesses and others, as if the said Arbitrator had been appointed by the Court under an Order of Reference in a Suit pending in one of Her Majesty's Courts of Record at *Westminster*.

Costs of Reference to be subject to Award of Arbitrator.

IX. And be it enacted, That all the Costs and Expences of or incidental to such Reference and Award shall be paid by whichever Party the Award of the Arbitrator shall direct.

X. Pro-

Saving existing Suits.

X. Provided nevertheless, and be it enacted, That nothing herein-before contained shall authorize any Person or Persons entitled to any such Lease as aforesaid, against whom or in respect of the Validity of whose Lease any Suit at Law or in Equity is now pending, or who may on the Behalf of any Party have agreed for any Confirmation by way of Compromise with the said Vicar, to require any such compulsory Confirmation as is herein-before provided.

Empowering the Vicar to grant Leases of the Glebe Lands for Ninety-nine Years.

XI. And be it enacted, That, in addition to the Powers and Provisions herein-before contained with respect to the Leases now existing of the said Glebe, and which are herein-before authorized to be exercised in manner aforesaid, it shall be lawful for the Vicar for the Time being of the said Vicarage, from Time to Time and at all Times after the passing of this Act, to demise or lease, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and not in reversion or by way of future Interest, all or any Part or Parts of the Glebe Lands of the said Vicarage and Buildings or any Part thereof (except such Parts of the said Lands as are excepted from the Operation of the said recited Act as herein-before is mentioned), whether the same shall have been formerly demised or intended to have been demised by virtue of the said recited Act or this Act or not, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or future Houses or other Buildings upon any Part of the same Lands, or to erect and build any House or Manufactory, Warehouse, Workshop, or other Building or Buildings on any Part of the same Lands whereon no Building shall be then standing, or who shall be willing to annex any of the said Lands for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or any Part thereof, or who shall be willing to excavate, construct, or make, upon or within any Part or Parts of the said Lands, any Bridges, Wharfs, Quays, Staiths, Piers, or any Railways, Tramways, or other Ways, Roads, or Passages, or who shall be willing otherwise to improve the said Lands or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings or Works standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Bridges, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages,

Passages, or otherwise, as aforesaid, or any Part of the said Lands, whether the same shall or shall not have been leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid; and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages or other Conveniences, or any other Liberties or Privileges, in, upon, through, over, or under the Lands leased; and with or without any other Liberties, Privileges, or Reservations which shall be reasonable or are usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Lands; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the said Vicar for the Time being as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, used, or improved; so as in every such Lease there be reserved and be made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provision hereinafter contained) the best and most beneficial yearly Rent or Rents which can at the Time of granting any such Leases, considering the Nature and Circumstances of the Case, be reasonably obtained for the same; and so as such Rent or Rents be made payable half-yearly or oftener; and so that every such 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, except the due Allowance to the Tenant for and in respect of or as to the Value of any previous Lease or Leases of the same Premises which may be surrendered; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed on to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair, during the Continuance of the Estate, Interest, or Term to be thereby granted, such Buildings and Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired or rebuilt, there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair,

repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Houses, Manufactories, Warehouses, Workshops, Erections, and Buildings erected and built, or to be erected and built, or improved and repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some or one of the Offices for Insurance in *London* or *Westminster*, or in the County of *Lancaster* or *York*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, Warehouses, Workshops, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Manufactories, Warehouses, Workshops, Erections, Buildings, and Works to be erected and built or improved, repaired or constructed, on the Premises therein comprised, on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Lease there be contained a Power for the Vicar of the said Vicarage for the Time being, his Surveyors and Agents, to enter upon the Premises and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited, or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding Six Calendar Months, and not paid within a further Period, to be therein specified, not exceeding Three Calendar Months after the same shall be demanded by a Notice in Writing to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant or One of the Tenants of the Premises to be comprised in the same Lease, or if the Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified, after Notice in Writing for that Purpose, to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt as aforesaid within a Period to be in such Lease specified, not exceeding Two Years next after such Fire or Accident shall happen, or (in case it should

should be thought desirable, and shall be so provided in such Lease,) on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Lease, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Vicar of the said Vicarage for the Time being to enter into and upon the Hereditaments comprised in such Lease; and any such Lease may be made either with or without a Proviso that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Estate or Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable: Provided always, that the first Payment of the Rent to be limited or reserved in any Lease of any Part of the said Lands may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such 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.

Counterparts to be executed by the Lessees, and deposited with Registrar of Diocese;

XII. And be it enacted, That a Counterpart of every Lease and Deed of Confirmation and every Contract to be executed in pursuance of any of the Powers in this Act contained shall be executed by the Person or Persons to whom the same respectively shall be granted, and shall within Six Calendar Months next after the Date thereof be deposited for ever hereafter in the Registry of the Diocese, to be by the Registrar of such Diocese produced at all reasonable Times to the Vicar of the said Vicarage, for the Maintenance and Support of his Title to the Hereditaments therein comprised, at the Costs of such Vicar; and it is hereby declared that a Copy of every such Lease, Deed, or Contract, certified by the Registrar, shall in all Courts and elsewhere be admitted as Evidence, without requiring the Production of the original Instrument.

and certified Copies to be Evidence.

Certificate of Registrar to be Evidence of Execution of Lease, &c.

XIII. And be it enacted, That the Certificate in Writing of the said Registrar, either endorsed on any such Lease or Deed of Confirmation or Contract, or otherwise acknowledging that he hath received a Counterpart of such Lease or Deed of Confirmation or Contract, shall be

and

and be deemed full and complete Evidence that such Counterpart was executed.

Vicar may make Lease on Surrender of Leases made under the Powers of recited Act, or of this Act.

XIV. Provided always, and be it enacted, That it shall be lawful for the said Vicar for the Time being to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases made or expressed to be made in pursuance of the Powers contained in the said recited Act, and which may be subsisting or be supposed to subsist at the Time of the passing of this Act, or which may have been confirmed in pursuance of this Act, in whole or in part, or on the Surrender of any Lease which may be made in pursuance of this Act.

Vicar not liable for Dilapidations.

XV. And be it enacted, That neither the Vicar for the Time being of the said Vicarage, nor his private Estate or Representatives, shall be liable to his Successors in the said Vicarage or otherwise for or on account of any Dilapidations which have occurred or shall occur in or about any Houses or Buildings belonging to such Vicarage during the Continuance of any Lease for building or repairing Purposes granted or comprised under the Powers of this or the said recited Act.

Vicar empowered to lay out and appropriate any Part of the Glebe Lands for general Improvement;

XVI. And be it enacted, That it shall be lawful for the Vicar for the Time being of the said Vicarage, with such Consent as aforesaid, from Time to Time to lay out and appropriate any Part or Parts of the Lands severally herein-before authorized to be leased as and for Crescents and other open Spaces, Bridges, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the aforesaid Glebe Lands and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be made as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Vicar for the Time being of the said Vicarage, and to be deposited as aforesaid in the said Registry within Six Calendar Months from the Date of any such general Deed, and also by such Leases or general Deed or general Deeds respectively to give and grant such Liberties, Privileges, Easements, and Conveniences as shall be deemed reasonable or convenient either to the Lessees of the said Glebe or otherwise; and any such general Deed or Deeds may contain Provisions and Directions with regard to the Use, Occupation, and Management or the Dedication of any Bridges, Roads, Ways, or Streets already made or laid out in and over any Part of the said Glebe Lands, so as the same do not prejudice the Rights of Parties claiming under any Leases already made.

and to make Contracts for Leases.

XVII. And be it enacted, That it shall be lawful for such Vicar for the Time being as aforesaid to enter into any Contract or Contracts in Writing for granting any Lease or Leases for Years of all or any Parts or Part of the said Lands, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained in all respects, as far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired,

repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands 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, his, her, or their Executors, Administrators, and Assigns, as the Case may require, or to such other Person or Persons as they or he shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such 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 and Buildings to be comprised in such Lease when fit for Habitation and Use; 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 Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land or Grounds thereby agreed to be leased, and that the Residue thereof shall be 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 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 or Grounds thereby agreed to be leased, either by a Surveyor or Surveyors, or 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 or limited in the Lease or Leases granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased, to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to 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 yearly Rents 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 and a Half 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 leased, and the

Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being 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 as 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 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 Lessees under the Powers of leasing herein-before contained.

All Contracts to contain Covenants for vacating same on Nonperformance of the Stipulations therein.

XVIII. 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 Land and Buildings therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built or 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 Lease or Leases ought to be 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 leased by virtue of the same Contract, be void; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers contained in this Act would be binding, and shall be carried into execution by a 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.

Vicar may enter into fresh Covenants for explaining or altering the Covenants in any Contracts.

XIX. Provided always, and be it enacted, That it shall be lawful for such Vicar as aforesaid for the Time being from Time to Time to enter into any new Covenant or Agreement or Agreements in relation to the Hereditaments so authorized to be leased 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 all or 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, explained, or altered, continue to be conformable to 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 of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the

the Observance of all or any Part of the same Contract or Contracts respectively, and if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their 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 Surrender of all or any Part of the Hereditaments comprised in such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly 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 Lease and such preceding Contract; provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, 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 the Benefit of the same Lease.

Vicar may confirm Leases granted under this Act, where from any technical Error the same may be void or voidable.

XX. And be it enacted, That it shall be lawful for the Vicar aforesaid for the Time being to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, 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 Leases, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved or limited in such void or voidable Lease or Leases, or to accept a Surrender or Surrenders of any Lands to be leased under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, but 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 Leases, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved or limited in the original Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making

making any such Confirmation or Confirmations or new Lease or Leases.

Small Rents may be reserved and increased according to the Progress of Buildings.

XXI. Provided also, and be it enacted, That in every Lease to be granted under the Authority of this Act it shall be lawful to reserve thereby a small Rent during the Six first Years of the Term thereby created, or any of such Six first Years to be specified in such Lease, and to reserve, in addition to the Rent to be so reserved, an increased Rent or increased Rents, to become payable after the Expiration of such Six first Years, or after any of such Six Years to be specified in that Behalf in such Lease, as the Case may be, or otherwise to make any such increased Rent or Rents first payable at any Time not exceeding Six Years after the Commencement of the Term created by such Lease, when a stipulated Progress shall have been made in the Buildings, Rebuildings, or Reparations in respect of the Erection, Construction, or Reparation of which the same Leases shall have been granted.

Consent of Patron and Ordinary not necessary where Rent reserved under 5*l.*

XXII. Provided nevertheless, and be it enacted, That the several Leases, Confirmations, and Contracts so as aforesaid herein-before authorized to be made and entered into, in addition to the Leases now existing of the said Glebe, shall in like Manner in all Cases be made with such Consent of the Patron and Ordinary as aforesaid, except when the Rent reserved or agreed to be reserved by any such Lease or Contract shall not exceed the yearly Sum of Five Pounds.

This Act not to affect Vicar's Powers of leasing by Law.

XXIII. Provided always, and be it enacted, That nothing herein contained shall prevent the said Vicar for the Time being from exercising any Power of leasing which by Law Vicars may execute, or from exercising any Power of Renewal in the said recited Act contained, in all respects as if this Act had not passed.

Touching the Application of certain Monies paid into the Court of Chancery on account of the said Vicarage.

XXIV. And whereas there is now standing in the Books of the Governor and Company of the Bank of *England*, in the Name of the Accountant General of Her Majesty's High Court of Chancery, on an Account entitled "*Ex parte* the *Manchester* and *Leeds* Railway Company," the Sum of Five thousand eight hundred and sixty-six Pounds Five Shillings and Five-pence Three Pounds *per Centum* Consolidated Bank Annuities, being the Sum of Stock purchased with a certain Sum of Five thousand four hundred and thirty-three Pounds Twelve Shillings and Nine-pence, paid by the *Manchester* and *Leeds* Railway Company for the Purchase of certain Parts of the Glebe Lands of the said Vicarage, and also in the said Books, in the Name of the said Accountant General of the Court of Chancery, on an Account entitled "The Vicar of *Rochdale* in the County of *Lancaster*," the Sum of Eight hundred and fifty-six Pounds Eight Shillings and Sixpence like Three Pounds *per Cent.* Consolidated Bank Annuities, being the Sum of Stock purchased with a certain Sum of Eight hundred and fifty Pounds paid by the *Rochdale* Gas Light and Coke Company for the Purchase of certain Parts of the said Glebe Lands, and the Vicar of *Rochdale* for the Time being is entitled to receive the Dividends of the said Two Sums of Stock: And whereas

whereas the said *John Edward Nassau Molesworth* has incurred considerable Costs, Charges, and Expences in ascertaining or endeavouring to ascertain the Validity of divers original and renewed Leases of the said Glebe Lands, or some Parts thereof, granted or purporting to be granted by his Predecessors, in pursuance of the Powers contained in the said Act herein-before recited, and hath commenced certain Suits in Equity for the Purpose of the Discovery of the Rights of the said Vicar and his Successors, and for other Purposes; and it is expedient that the said *John Edward Nassau Molesworth* should be reimbursed and indemnified from all Costs, Charges, and Expences already incurred in respect of any such Suits, or in effecting and carrying out any Compromises already agreed to, or in anywise relating thereto, or in carrying the same into effect, or in ascertaining the Validity of any such original or renewed Leases, such Expences to be ascertained by an Order of the Court of Chancery to be made on the Petition of the said *John Edward Nassau Molesworth*, his Executors or Administrators, whether with or without reference to the Master, and such Expences shall be paid by and out of the Produce of the said Stocks herein-before mentioned, and also that the Expences of obtaining this Act should be defrayed as after mentioned; be it therefore enacted, That it shall be lawful for the said High Court of Chancery from Time to Time, upon a Petition to be preferred to the said Court in a summary Way by the said *John Edward Nassau Molesworth*, his Executors or Administrators, to make such Order or Orders as to the said Court shall seem fit for ascertaining the Costs, Charges, and Expences so as aforesaid incurred by the said *John Edward Nassau Molesworth* in ascertaining or endeavouring to ascertain the Validity of any such original or renewed Leases as aforesaid, and in any Suits or other legal Proceedings respecting the same, and in and about the effecting any Compromise as regards such Leases, and also the Costs, Charges, and Expences incurred by the said *John Edward Nassau Molesworth* in preparing, applying for, and obtaining the passing of this Act, or in anywise relating thereto, and to order any Part of the said Two Sums of Five thousand eight hundred and sixty-six Pounds Five Shillings and Five-pence, and Eight hundred and fifty-six Pounds Eight Shillings and Sixpence, Stock, to be sold out by the said Accountant General, and a sufficient Part of the Produce thereof applied in reimbursing and indemnifying the said *John Edward Nassau Molesworth*, his Executors or Administrators, for all such Costs, Charges, and Expences as aforesaid, and also the Costs of such Application to the said Court.

Authorizing the Vicar, with Consent of Patron and Ordinary, to lay out a Sum not exceeding 1,000*l.* in Roads and Bridges for the Im-

XXV. And be it enacted, That it shall be lawful for the said *John Edward Nassau Molesworth*, or other the Vicar of the said Vicarage for the Time being, with the Consent in Writing of the Patron and Ordinary as aforesaid, to lay out and expend any Sum, not exceeding the Sum of One thousand Pounds in the whole, in or towards the making, widening, or improving of any Bridges, Streets, or Roads in or over any Part of the said Glebe Lands which in the Opinion of the said Patron and Ordinary shall be for the permanent Improvement of the Glebe Lands, and the Buildings now erected or to be erected thereon; and on the Accounts of any such Expen-

provement of the Glebe Lands.

Expenditure being inspected and approved of by the Patron and Ordinary for the Time being, and on a Certificate of the Amount expended being signed in Writing by them, then the Amount thereof, and the Costs of applying for the same, may be raised in like Manner, and on such Application as is before provided with respect to the Costs aforesaid, and the same shall be paid to the said *John Edward Nassau Molesworth*, or other the Vicar for the Time being by whom such Expenditure may have been incurred, his or their Executors, Administrators, or Assigns.

Saving the Rights, &c. of Commissioners under the 7 & 8 Vict. c. 104.

XXVI. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend in any Manner to alter, lessen, defeat, prejudice, hinder, or interfere with the Rights, Powers, Duties, Authorities, or Obligations contained in an Act of Parliament made and passed in the Seventh and Eighth Years of the Reign of Her Majesty Queen *Victoria*, intituled *An Act for better lighting, paving, cleansing, watching, regulating, and improving the Town of* Rochdale *and the Environs thereof in the County Palatine of* Lancaster, or to empower the said *John Edward Nassau Molesworth*, or other the Vicar for the Time being of the said Parish of *Rochdale*, to exercise any Rights, Powers, or Authorities within or over any Part of the said Glebe Lands, contrary to the Provisions contained in the said last-mentioned Act, and that the several Powers and Provisions in the said last-mentioned Act contained shall and may from Time to Time be exercised and performed by the Commissioners for the Time being under the said last-mentioned Act, or other Persons authorized within the said Glebe Lands, as fully and effectually to all Intents and Purposes as if this Act had not been passed.

General Saving.

XXVII. Saving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than the aforesaid Patron and Ordinary and Vicar, and their respective Successors, and all such Cestuique Trusts under Disability in respect of whose Interest such Trustees, Executors or Administrators, are authorized to act and bind as herein-before provided, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments, Part of the said Glebe, and to which this Act relates, as they or any of them had before the passing of this Act, or would or could or might have had or enjoyed in case this Act had not been passed.

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

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

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.