ANNO QUADRAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 137.

An Act for veſting certain Freehold and Leaſehold Parcels of Land and Materials of Building, ſituate in the Town of *Liverpool*, deviſed by the Will of the late *James France* Eſquire, with their Appurtenances, in certain Truſtees, upon Truſt to ſell the ſame, and to lay out the Money ariſing from the Sale thereof in the Purchaſe of other Eſtates to be ſettled to like Uſes. [27th *July* 1803.]

Preamble recites Will of *James France* Eſquire, dated 11th *July* 1791.

WHEREAS *James France*, late of *Everton* in the County of *Lancaſter*, Eſquire, did, in ſuch Manner as the Law requires for rendering valid the Deviſes of Freehold Eſtates, duly ſign and publiſh his laſt Will and Teſtament in Writing, bearing Date the Eleventh Day of *July* One thouſand ſeven hundred and ninety-one, and did thereby give and deviſe all his Eſtate and Effects, both Real and Perſonal, unto his Wife *Ellen France*, *Thomas France*, then called *Thomas Hayburſt*, of *Liverpool* aforeſaid, Merchant, *Thomas Huddleſton* of the ſame Place, Merchant, and *Samuel Taylor* of *Mancheſter*, in the ſame

County, Merchant, their Heirs, Executors, Administrators, and Assigns upon Trust to pay the several Legacies therein-after by him bequeathed, and to perform the several Directions and Trusts therein-after given out of, and expressed, of and concerning his said Real and Personal Estate and Effects, and did thereby authorize and empower his said Executrix, Executors, and Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, if they or he or she should think proper, to sell or dispose of all or any Part or Parts of his Real Estate (other than and except his Warehouses upon the *Goree Causeway*, and at the Corner of *Brunswick Street* in *Liverpool* aforesaid, which were then building, and certain other Lands therein mentioned), or to mortgage the same, or any Part or Parts thereof, in order to raise Money to pay the several Legacies and Sums therein-after by him given (except as therein is excepted), if his Personal Estate should not be sufficient for that Purpose; and the said Testator gave and bequeathed to the several Persons in his Will named, the several specifick and pecuniary Legacies therein mentioned; and subject to such Legacies and to the Trusts thereof, the said *James France* did direct, that if there should be any Surplus of his Personal Estate and Effects more than what should be sufficient to pay his Debts, Legacies, and Funeral Expences, that such Surplus should be laid out by his Trustees, who were his Executrix and Executors therein-after named, with all convenient Speed, in the Purchase of Real Estates in *England* or *Wales*, which should be by them settled, to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which his Real Estates were thereby directed to be settled; and the said *James France* did, by his said Will, direct that all his Real Estates, after Provision should have been made for Payment of his Debts, Legacies, and Funeral Expences, and also the Estates which might be purchased with the Surplus (if any) of his Personal Estate, should be conveyed, settled, and assured by his said Executrix, Executors, and Trustees, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, to the Uses, upon the Trusts, and for the Intents and Purposes therein-after mentioned; (that is to say), as to his House and Premises at *Everton* aforesaid, to the Use of his Wife the said *Ellen France*, and her Assigns for her Life; with Remainder to Trustees, to preserve contingent Remainders in the usual Manner and Form; and after her Decease, as to the said House and Premises at *Everton*, as also as to all the Residue of his Estate, from and after the said Testator's Decease, to the Use of the said *Thomas France* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate, by Forfeiture or otherwise, during his Life, to the Use of Trustees and their Heirs, during the Life of the said *Thomas France*, upon Trust to preserve contingent Remainders; and after the Decease of the said *Thomas France* to the Use of the first and every other Son of the said *Thomas France* severally and successively, according to Seniority, and the Heirs Male of their respective Bodies issuing; and for Default of such Issue (subject nevertheless, and the said Testator did thereby in that Event charge and make chargeable the Whole of the Residue of his Estate and Effects with the further Sum of Eight thousand Pounds) for the Use and Benefit of the said *Thomas France* for his Life, and afterwards for the Use and Benefit of any of his Daughter and Daughters,

Daughters, if more than One, at such Time and Times, and in such Shares and Proportions, and with, under, and subject to such Powers, Provisoes, Conditions, Declarations, and Limitations over (so as such Limitations over were for the Benefit of some or One of such Daughters or Daughter) as the said *Thomas France* by any his Deed or Will or Codicil thereto, to be respectively by him executed in the Presence of and to be attested by Two or more credible Witnesses, should direct or appoint; and in Default of such Direction or Appointment, in Trust for the said *Thomas France*, his Executors, Administrators, and Assigns, to the Use of Trustees during the Life of the Testator's Niece, the said *Alice Crompton*, in Trust to permit and suffer the Person or Persons who for the Time being would be entitled to the Premises under the Limitations therein-after contained, if the said *Alice Crompton* was then dead, to receive and take the Rents, Issues, and Profits of the Premises, to and for his, her, or their own Use and Benefit; and from and after the Decease of the said *Alice Crompton* to the Use of the Second Son of the said *Alice Crompton*, and the Heirs Male of her Body issuing; and for Default of such Issue, to the Use of the Third and every Son of the said *Alice Crompton*, by the said *Abraham Crompton*, other than an eldest or only Son severally and successively, according to Seniority, and the Heirs Male of their respective Bodies issuing; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Thomas France* and of the said *Alice Crompton*, by the said *Abraham Crompton*, then born and thereafter to be born, equally to be divided between or amongst them, as Tenants in Common, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters, with cross Remainders between or among them; and in case there should be a Failure of Issue of the Body and Bodies of all such Daughters but One, then to the Use of such One Daughter and the Heirs of her Body; and for Default of such Issue to the Use of the said *Thomas France*, his Heirs and Assigns for ever; and the said *James France* did by his said Will direct, that in the Settlement thereby directed to be made there should be contained a Proviso for shifting the Estates thereby directed to be settled on the Event of the Second or any other Son of the said *Alice Crompton* by the said *Abraham Crompton*, or the Heirs Male of his or their Body or Bodies becoming entitled in Possession to the Estates settled on the Issue of the Marriage of the said *Alice Crompton* with the said *Abraham Crompton*, to the Person next entitled in Remainder in the Limitation therein-before contained and herein-before mentioned, in the like Manner as if such Second and every other Son were dead without Issue Male; and also the usual Powers of renewing Leases, and selling and exchanging all or any Part of the Estates so to be settled as aforesaid (other than and except, amongst other Hereditaments, his the said Testator's Warehouses on *Goree Causeway*, and at the Corner of *Brunswick Street*, in *Liverpool* aforesaid, which were then building), during the Life of the said *Thomas France*, with his Consent; and the said Testator did thereby direct that the said *Thomas France*, and such other Person (other than and except Trustees) who should become entitled to any Estate of Freehold or Inheritance of and in his said Real Estate, or the Estates which might be so purchased and settled as aforesaid, should take upon themselves respectively, and use the Surname of *France* only, in Addition to their Christian Name, and should bear the Arms of *France*,

and apply for His Majesty's Licence, or such other Powers as should be necessary for that Purpose; and in Default, that the same Estates should descend to the next Person in Remainder, under the Limitations aforesaid, in the same Manner as if the Person so making Default were dead without Issue: And whereas Part of the Warehouses mentioned in the said Will of the said *James France* to be then building by him stood on certain Plots, Pieces, or Parcels of Freehold Land, conveyed unto and to the Use of or in Trust for the said *James France* and his Heirs, by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of *August* One thousand seven hundred and ninety-one, the Release being made between *Thomas Barton* Master Mariner, of the First Part; *Thomas Horrabin* Cooper, of the Second Part; *James Clemens* Esquire, of the Third Part; the said *James France*, of the Fourth Part; and *Thomas Fletcher* Merchant, of the Fifth Part; and the remaining Part of the said Warehouses stood on Ground, Part of which was held by the said *James France* for the Residue of a certain Term of Five hundred Years, assigned to him by an Indenture bearing Date the Sixth Day of *August* One thousand seven hundred and ninety-one, and made between the said *Thomas Barton* of the First Part, the said *Thomas Horrabin* of the Second Part, and the said *James France* of the Third Part; and the other Part of which was held by the said *James France*, by a Lease from the Corporation of *Liverpool*, bearing Date the Twenty-seventh Day of *March* One thousand seven hundred and ninety-four, to the said *James France* for a Term of Five hundred Years, at the yearly Rent therein mentioned: And whereas the said *James France* signed several Codicils to his said Will, but did not by any of them alter or revoke the Devises or Bequests contained in his said Will of his Real Estate, or of the general Residue of his Personal Estate, and by the last of the said Codicils (which said last Codicil bears Date the Twenty-seventh Day of *February* One thousand seven hundred and ninety-five) the said *James France* in all Respects, except as therein is mentioned, ratified and confirmed his said Will and former Codicils: And whereas the said *James France* departed this Life on the Twenty-first Day of *July* One thousand seven hundred and ninety-five: And whereas soon after the Decease of the said *James France* his said Will and Codicils were duly proved in the proper Ecclesiastical Court: And whereas the said *Thomas France*, who, as hereinbefore is mentioned, was called *Thomas Hayhurst* in the said Will of the said *James France*, did soon after the Decease of the said *James France*, obtain His Majesty's Licence, under His Sign Manual, to take and use the Surname of *France* only, and to bear the Family Arms of *France*, as the said *James France* did in his Life-time bear the same, and hath since used and borne the said Name and Arms accordingly: And whereas there is Reason to believe that the said *James France* expended Twenty-three thousand Pounds, or thereabouts, in erecting and completing the said Warehouses: And whereas the said *Ellen France* the Widow of the said *James France* survived him, and hath since departed this Life: And whereas by an Indenture of Lease and an Indenture of Release and Assignment bearing Date respectively the Twentieth and Twenty-first Days of *January* in the Year One thousand eight hundred, the Release and Assignment, being of Four Parts, and made between the said *Thomas France*, *Thomas Huddleston*, and *Samuel Taylor*, of the First Part; *Samuel Poole* of *Liverpool* aforesaid, Merchant, of the Second Part; the said *Abraham*

Part of the Warehouses stood on Two Plots of Freehold Land conveyed to the Testator, *James France*, by Indentures of Lease and Release, of 5th and 6th *August* 1791.

Mr. *France* ratifies his Will and Codicils.

Death of Mr. *France*.

Will and Codicils proved.

Mr *Hayhurst* hath taken the Name of *France*.

Indentures of Lease, Release, and Assignment of the 20th, and 21st, and 22d, and 23d of *January*.

Abraham Crompton and *Peter Crompton* of *Wavertree* in the ſaid County of *Lancaſter*, Doctor of Phyſick, of the Third Part; and the Reverend *John Yates* of *Liverpool* aforeſaid, Diſſenting Miniſter, and *Joſeph Fletcher* of the ſame Place, Merchant, of the Fourth Part; and by an Indenture of Leaſe and an Indenture of Releaſe and Aſſignment, bearing Date reſpectively the Twenty-ſecond and Twenty-third Days of the ſame Month of *January* One thouſand eight hundred, and made between the ſaid *Abraham Crompton* and *Peter Crompton* of the One Part, and the ſaid *Thomas France*, *Thomas Huddleſton*, *Samuel Taylor*, and *Samuel Poole* of the other Part, and indorſed on the laſtly herein-before recited Indentures of Leaſe and Releaſe and Aſſignment (being the Settlement executed in purſuance of the Truſts and Directions contained in the ſaid Will of the ſaid *James France*), the Two Freehold Plots, Pieces, or Parcels of Land or Ground compriſed in the ſaid Indentures of Leaſe and Releaſe of the Fifth and Sixth Days of *Auguſt* One thouſand ſeven hundred and ninety-one, were conveyed unto the ſaid *Abraham Crompton* and *Peter Crompton*, their Heirs and Aſſigns, to the Uſe of the ſaid *Thomas Huddleſton*, *Samuel Taylor*, and *Samuel Poole*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, for ſecuring the Annuities bequeathed by the ſaid Will of the ſaid *James France*, and after the Expiration or ſooner Determination of the ſaid Term of One thouſand Years, to the Uſe of the ſaid *Thomas France* and his Aſſigns for his Life, with a Limitation to the ſaid *Abraham Crompton* and *Peter Crompton*, and their Heirs, during the Life of the ſaid *Thomas France*, in Truſt to preſerve the contingent Remainders therein-after limited; and after the Deceaſe of the ſaid *Thomas France*, to the Uſe of the Firſt and every other Son of his Body, ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *John Yates* and *Joſeph Fletcher*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Two thouſand Years, upon Truſt to raiſe the Sum of Eight thouſand Pounds by the ſaid Will of the ſaid *James France*, bequeathed in Truſt for the Daughter or Daughters of the ſaid *Thomas France*; and if no ſuch Daughter ſhould become entitled to the ſame, then in Truſt for the ſaid *Thomas France* as herein-before is mentioned; and after the Expiration or ſooner Determination of the ſaid Term, to the Uſe of the ſaid *Abraham Crompton* and *Peter Crompton*, their Heirs and Aſſigns, for the Life of the ſaid *Alice Crompton*, in Truſt to permit the Perſon who would for the Time being be entitled to the ſaid Hereditaments, under the Limitations therein-after contained, if the ſaid *Alice Crompton* were then dead, to receive the Rents, Iſſues, and Profits of the ſaid Hereditaments and Premiſes, for and during her natural Life, to and for his, her, and their own Benefit, and to preſerve the contingent Remainders therein-after limited, and after the Deceaſe of the ſaid *Alice Crompton*, to the Uſe of the Second and every other Son of the ſaid *Alice Crompton* by the ſaid *Abraham Crompton* (except an eldeſt or only Son) ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue to the Uſe of all and every the Daughters and Daughter of the ſaid *Thomas France*, and of the ſaid *Alice Crompton* by the ſaid *Abraham Crompton*, as Tenants in common in Tail, with croſs Remainders between or among them in Tail; and for Default of ſuch Iſſue to the Uſe of the ſaid *Thomas France*, his Heirs and Aſſigns for ever; and in the ſaid Indenture of Releaſe, Aſſignment, and Settlement of the Twenty-

first Day of *January* One thousand eight hundred, a Proviso is inserted for the Cessor of the Use or Estate in Tail Male thereby limited to the Second or any subsequently born Son of the said *Alice Crompton* by the said *Abraham Crompton*, on any such Son, or the Heirs Male of his Body, becoming entitled in Possession, or immediately expectant on the Death of the said *Alice Crompton*, to the Estates of the said *Abraham Crompton*; and in the same Indenture of Release, Assignment, and Settlement of the Twenty-first Day of *January* One thousand eight hundred, usual Powers of Sale and Exchange are inserted, but with an express Exception out of the same of the said several Warehouses with the Appurtenances mentioned to be standing and being on the *Goree Causeway*, and at the Corner of *Brunswick Street* aforesaid, and certain other Lands therein mentioned; and by the said Indentures of the Twenty-first and Twenty-third Days of *January* One thousand eight hundred, the said Leasehold Pieces or Parcels of Ground mentioned and described, and comprised in and assigned and demised by the said herein-before mentioned Indentures of Assignment and Lease of the Sixth Day of *August* One thousand seven hundred and ninety-one, and the Twenty-seventh Day of *March* One thousand seven hundred and ninety-four, were vested in the said *Thomas France*, *Thomas Huddleston*, *Samuel Taylor*, and *Samuel Poole*, their Executors, Administrators, and Assigns, for the Residue of the same Two Terms of Years, to the Intent that they might stand possessed thereof upon the Trusts and for the Purposes, and under and subject to the Powers, Provisoes, and Declarations expressed and declared, or directed of and concerning the same, or to which the same were subject or liable under or by virtue of the said Will and Codicils of the said *James France*: And whereas the said *Samuel Taylor*, One of the Trustees named in the said recited Will and Settlement hath departed this Life: And whereas the said *Thomas France* hath Issue Ten Children, namely; *James France*, *Sarah*, *Ellen*, *Elizabeth*, *Marianne*, *Frances*, *Harriet*, *Caroline*, *Lucy*, and *Thomas*; and all of them are Infants under the Age of Twenty-one Years: And whereas the said *Alice Crompton*, and *Abraham Crompton* her Husband, have Issue Eleven Children, namely, *Abraham Wharton Crompton* their eldest Son, and *Ellen Crompton*, *Catherine Crompton*, *Hannah Crompton*, *Frances Crompton*, *Susan Crompton*, *Lucy Crompton*, *Clara Crompton*, *George Crompton*, *Jessey Crompton*, and *Laura Crompton*; and all of them are Infants under the said Age of Twenty-one Years: And whereas in the Month of *September* One thousand eight hundred and two, the Whole of the said Warehouses erected and built by the said *James France*, on his said Freehold and Leasehold Pieces or Parcels of Land or Ground, fronting the *Goree Causeway* and *Brunswick Street* aforesaid, were consumed by Fire: And whereas the said Warehouses were insured in the Sum of Eleven thousand Pounds, and the same hath been paid to the said *Thomas France*, on Account of the Parties interested therein: And whereas a considerable Quantity of the Materials with which the same Warehouses were built, hath been saved, and the Value thereof amounts by a fair Valuation, to the Sum of One thousand Pounds, or thereabouts: And whereas if the said Eleven thousand Pounds, and the Value of the said Materials, were again laid out in erecting similar Warehouses on the said Scite, the Buildings so to be erected thereon would not cover One Half of the same Scite, and would leave more than One Half of the same uncovered: And whereas the Scite or Ground whereon the said Warehouses formerly

Mr. *France's* Issue.

Mrs. *Crompton's* Issue.

Warehouses destroyed by Fire.

If the 11,000 *l.* were again laid out in similar Buildings it would only cover Half of the Scite.

formerly ſtood, is now in a ruinous State and unproductive, and muſt continue in that State till other Warehouſes ſhall be built upon the ſame, but the Will of the ſaid *James France* contains no Power under which the Money neceſſary for erecting ſuch Warehouſes can be lawfully raiſed: And whereas the ſaid Scite or Ground is contiguous to a principal Dock, and is One of the moſt eligible Situations in the Town of *Liverpool* for building Warehouſes, and would therefore ſell to great Advantage; but as the ſame is expreſsly omitted from the Truſts or Powers of Sale contained in the ſaid Will of the ſaid *James France*, and the Settlement executed in purſuance thereof, the ſame cannot be ſold: And whereas from the Facts herein-before ſtated, it is evident that during the Continuance of the Limitations or Truſts of the ſaid Will of the ſaid *James France*, and the Settlement executed in purſuance thereof, the ſaid Scite or Ground will yield little or no Profit or Advantage whatſoever to the Perſons intereſted therein under the ſaid Will and Settlement, and that it muſt therefore be highly advantageous to all the ſaid Perſons, that the ſame, and alſo the Materials aforeſaid, ſhould be ſold, and that the Money ariſing from the Sale thereof reſpectively, together with the ſaid Eleven thouſand Pounds received from Inſurance as aforeſaid, ſhould be laid out in the Purchaſe of Lands, to be ſettled as herein-after is mentioned: And whereas by a Survey and Valuation made of the Freehold and Leaſehold Pieces or Parcels of Land or Ground compriſed in the ſaid recited Will and Settlement, and on which the ſaid Warehouſes ſtood, it appears that the Freehold Part of the Scite of the ſaid Warehouſes, is equal in Value to One-half Part thereof, and that the Leaſehold Part of the ſaid Scite is equal or very nearly equal to the other Half Part of the ſame: Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Thomas France*, for and on Behalf of himſelf and the ſaid *James France*, *Sarah*, *Ellen*, *Elizabeth*, *Marianne*, *Frances*, *Harriet*, *Caroline*, *Lucy*, and *Thomas*, his Infant Children; and the ſaid *Abraham Crompton* and *Alice* his Wife, for and on Behalf of themſelves, and the ſaid *Abraham Wharton Crompton*, *Ellen Crompton*, *Catherine Crompton*, *Hannah Crompton*, *Frances Crompton*, *Suſan Crompton*, *Lucy Crompton*, *Clara Crompton*, *George Crompton*, *Jeſſey Crompton*, and *Laura Crompton*, their Infant Children, moſt humbly pray Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all that Freehold Piece or Parcel of Land, whereon Part of the ſaid Warehouſes formerly ſtood, ſituate, lying, and being in the Pariſh of *Liverpool*, in the Town of *Liverpool* in the County of *Lanceſter*, containing in Depth on the North Side Thirty-ſix Feet Six Inches, in Length on the Eaſt and Weſt Sides Eighty-one Feet Eight Inches, and in Depth on the South Side Thirty-ſix Feet Three Inches, or thereabouts, be the ſame little more or leſs, and bounded on the North by the Land now or late of *Peter Baker* and *John Dawſon* Merchants; on the Eaſt by ſome of the Yards, Gardens, or Buildings belonging to the Houſes on the Weſt Side of and fronting a Street or Lane in the ſaid Town of *Liverpool* called *Drury Lane*; on the South by the ſaid Piece or Parcel of Leaſehold Land fronting *Brunſwick Street* aforeſaid; and on the Weſt by the Freehold Piece or Parcel of Ground next herein-after deſcribed; and alſo all that other Freehold Piece or Parcel of Land whereon alſo Part of the

The Money to ariſe by Sale, and the 11,000 *l.* may be laid out in the Purchaſe of other Lands.

the ſaid Warehouſes formerly ſtood, ſituate, lying, and being in the Pariſh and Town of *Liverpool* aforeſaid, containing in Depth, on the North Side or End thereof Thirty-ſeven Feet, and in a ſtraight Line running from the Eaſt End of the ſaid North Side or End, towards the South, Forty-two Feet Six Inches; and from the South End of the ſaid laſt mentioned Dimenſions towards the Eaſt, up to the Piece or Parcel of Ground firſt above deſcribed, Three Feet, and then running from the Eaſternmoſt Point of the ſaid Three Feet from North to South in a direct Line with and adjoining to the Weſt Side of the ſaid firſt mentioned Piece or Parcel of Ground, Eighty-one Feet Eight Inches; on the South Side, in a direct Line with the South Side or End of the ſaid Piece or Parcel of Land or Ground above deſcribed, Thirty-ſix Feet; and on the Weſt Side, running from the South End thereof towards the North, One hundred and ſeven Feet Eight Inches, or thereabouts; then running from thence due Eaſt One Foot Six Inches; and from thence in a Northweſterly Direction Sixteen Feet Six Inches, bounded on the North by the Land now or late of the ſaid *Peter Baker* and *John Dawſon*; on the Eaſt by the Piece or Parcel of Freehold Land or Ground firſt above deſcribed; on the South and Weſt by the ſaid Two ſeveral Leaſehold Pieces or Parcels of Land herein-after mentioned fronting *Goree Cauſeway* and *Brunſwick Street* aforeſaid; and all Ways, Waters, Watercourſes, Advantages, Profits, Commodities, Hereditaments, and Appurtenances whatſoever to the ſaid Two ſeveral Freehold Pieces or Parcels of Land belonging or appertaining, or to or with the ſame or any Part thereof uſed, occupied, or enjoyed, or accepted, reputed, or taken, as Part or Parcel thereof, ſhall, from and after the Firſt Day of *Auguſt* in this preſent Year One thouſand eight hundred and three, be ſettled upon and veſted in *Robert Greaves* of *Liverpool*, Gentleman, and *Charles Eyes* of the ſame Place, Surveyor, their Heirs and Aſſigns for ever, freed, diſcharged, acquitted, and exonerated of and from all and ſingular the Uſes, Eſtates, Terms of Years, Truſts, Charges, Proviſoes, and Limitations, which in and by the ſaid Will and Codicils of the ſaid *James France*, and the Indentures of Settlement executed in purſuance thereof, as herein-before is mentioned, were limited, created, provided, or declared of and concerning the ſame Premiſes; and that all that Piece or Parcel of Leaſehold Land whereon Part of the ſaid Warehouſes formerly ſtood, ſituate, lying, and being in and fronting to the Street called the *Goree Cauſeway* in the Pariſh of *Liverpool*, in the Town of *Liverpool* in the County aforeſaid, containing in Depth on the North End or Side Twenty-ſeven Feet; in Length, on the Eaſt and Weſt Sides ſeverally One hundred and Twenty-four Feet Two Inches; and in Depth on the South End or Side Thirty-three Feet; bounden on the North by the Ground of the ſaid *Peter Baker* and *John Dawſon*; on the Eaſt by the Freehold Pieces or Parcels of Land or Ground herein-before particularly deſcribed, and hereby veſted in the ſaid *Robert Greaves* and *Charles Eyes*, and their Heirs as aforeſaid; and on the South by the Piece or Parcel of Leaſehold Land herein-after deſcribed, and which ſaid Piece or Parcel of Leaſehold Land above deſcribed was demiſed by the ſaid Corporation of *Liverpool* to *Thomas Walmſley* of *Showley* in the ſaid County of *Lancaſter*, Eſquire, and by the ſaid before mentioned Indenture of the Sixth Day of *Auguſt* One thouſand ſeven hundred and ninety-one, aſſigned to the ſaid *James France*; and alſo all that Piece or Parcel of Leaſehold Land whereon

Part

Part of the ſaid Warehouſes formerly ſtood, ſituate, lying, and being in and fronting to *Brunſwick Street*, in the Pariſh and Town of *Liverpool*, in the County aforeſaid, containing in Length on the North Side One hundred and three Feet; on the Eaſt Side Forty-three Feet Ten Inches; in Length on the South Side One hundred and four Feet; and in Depth on the Weſt Side Thirty-one Feet Six Inches; bounded on the North in Part by the Freehold Pieces or Parcels of Ground herein-before particularly mentioned and deſcribed, and hereby veſted in the ſaid *Robert Greaves* and *Charles Eyes*, and their Heirs as aforeſaid; and in other Part by the ſaid Leaſehold Piece or Parcel of Ground firſt herein-before deſcribed; on the Eaſt by the Gardens and Buildings belonging to the Houſes in the ſaid Street called *Drury-lane*; on the South by *Brunſwick-ſtreet* aforeſaid; and on the Weſt by the ſaid Street called the *Goree Cauſeway* aforeſaid; and which laſt mentioned Piece or Parcel of Land or Ground was demiſed by the ſaid Corporation of *Liverpool* to the ſaid *James France*, by the ſaid Indenture of the Twenty-ſeventh Day of *March* One thouſand ſeven hundred and ninety-four, as herein-before is mentioned; and all Ways, Waters, Watercourſes, Advantages, Profits, Commodities, and Appurtenances whatſoever to the ſaid Two ſeveral Leaſehold Pieces or Parcels of Land or Ground belonging or appertaining, or to or with the ſame uſed, occupied, or enjoyed, or accepted, reputed, or taken as Part or Parcel thereof reſpectively, ſhall, from and after the ſaid Firſt Day of *Auguſt* in this preſent Year One thouſand eight hundred and three, be veſted in and ſettled upon the ſaid *Robert Greaves* and *Charles Eyes*, their Executors, Adminiſtrators, and Aſſigns, for all the Reſidue and Remainder which ſhall be then to come and unexpired of the ſaid Terms of Five hundred Years and Five hundred Years reſpectively, ſubject to the Rents, Covenants, and Agreements which thereafter ſhall be payable, or ought to be performed for or on Account of the ſame Premiſes reſpectively, but abſolutely freed and diſcharged of and from all and every the Truſts, Charges, Proviſoes, and Limitations which in and by the ſaid Will and Codicils of the ſaid *James France*, and the Indentures of Settlement executed in purſuance thereof as herein-before mentioned, were reſpectively limited, created, provided, and declared, of and concerning the ſame Leaſehold Premiſes.

Materials ſaved from the Fire veſted in Truſtees:

II. And it is hereby further enacted and declared, That all the Materials of Building ſaved from the Fire as herein-before mentioned, ſhall from the Firſt Day of *Auguſt* in this preſent Year One thouſand eight hundred and three, be veſted in and ſettled upon the ſaid *Robert Greaves* and *Charles Eyes*, their Executors, Admininiſtrators, and Aſſigns, abſolutely freed and diſcharged from all Truſts, Charges, Powers, Proviſoes, and Limitations, to which they are in anywiſe ſubject by virtue of the ſaid Will and Codicils of the ſaid *James France*, and the Indentures of Settlement executed in purſuance of the ſame as herein-before is mentioned.

Truſtees empowered to ſell the Pieces of Freehold and Leaſehold Premiſes, and the Materials.

III. And it is hereby further enacted and declared, That the ſaid Freehold and Leaſehold Pieces or Parcels of Land or Ground, and the ſaid Building Materials, are hereby veſted in the ſaid *Robert Greaves* and *Charles Eyes*, their Heirs, Executors, Adminiſtrators, and Aſſigns, upon Truſt that the ſaid *Robert Greaves* and *Charles Eyes*, and the Survivor of them,

them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor do and ſhall with all convenient Speed, make ſale and diſpoſe of the ſaid Freehold and Leaſehold Pieces or Parcels of Land or Ground, and the ſaid Building Materials with their Appurtenances, either by publick Sale or private Contract, and either altogether or in Lots or Parcels, to any Perſon or Perſons who ſhall be willing to purchaſe the ſame, for ſuch Sum or Sums of Money as to the ſaid *Robert Greaves* and *Charles Eyes*, or the Survivor of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns reſpectively of ſuch Survivor ſhall ſeem reaſonable.

Truſtees may lay out and allot the Land, and make and complete Streets, &c. to conduce to the Sale.

IV. And it is hereby further enacted and declared, That the ſaid *Robert Greaves* and *Charles Eyes*, and the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, may and ſhall lay out and allot the ſaid Pieces or Parcels of Ground into ſuch Diviſions, and make and complete, or cauſe to be made and completed, ſuch Streets, Ways, Paſſages, or Openings, and alſo make ſuch other Arrangements reſpecting the Premiſes, as they or he ſhall think likely to conduce to the Sale of the ſaid Pieces or Parcels of Ground or any Part thereof to Advantage.

Truſtees may enter into Contracts, &c. for the Sale, &c. of the Land and Materials.

V. And it is hereby further enacted and declared, That the ſaid *Robert Greaves* and *Charles Eyes*, and the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, do and ſhall for the Purpoſes aforeſaid, or any of them, enter into, make, do, and execute all ſuch Contracts, Agreements, Acts, Deeds, Conveyances, Aſſignments, and Aſſurances in the Law, as the ſaid *Robert Greaves* and *Charles Eyes*, or the Survivor of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns, of ſuch Survivor ſhall think proper.

All Sales during the Life of Mr. *France* to be made with his Conſent, and after his Deceaſe with the Conſent of the Perſons for the Time being entitled, *etc.*

VI. And it is hereby further enacted and declared, That all Sales, Contracts, Covenants, Agreements, Arrangements, Acts, Deeds, Conveyances, Aſſignments, and Aſſurances, which the ſaid *Robert Greaves* and *Charles Eyes*, or the Survivor of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns, of ſuch Survivor, ſhall enter into, make, do, or execute in purſuance of the Truſts herein-before declared, ſhall during the Life of the ſaid *Thomas France*, be entered into, made, done, and executed with the Conſent in Writing of the ſaid *Thomas France*, and ſhall after his Deceaſe be entered into, made, done, and executed, with the Conſent in Writing of the Perſon or Perſons who by virtue of the ſaid Will and Codicils of the ſaid *James France*, and the ſaid Indentures of Settlement executed in purſuance of the ſame, would for the Time being, if this Act had not paſſed, be entitled to the actual Poſſeſſion of the ſaid Freehold and Leaſehold Pieces or Parcels of Ground, or to the actual Receipt of the Rents, Iſſues, and Profits thereof, if ſuch Perſon or Perſons ſhall be of full Age, but if ſuch Perſon or Perſons reſpectively ſhall be under Age, then with the Conſent in Writing, of his, her, or their Guardian or reſpective Guardians.

Purchaſe Monies to be paid into the Bank.

VII. And it is hereby further enacted and declared, That the Perſon or Perſons purchaſing the ſaid Freehold and Leaſehold Pieces or Parcels of Land or Ground, or the ſaid Building Materials, or any Part thereof, reſpectively, ſhall pay his, her, or their Purchaſe Money into the Bank

of

of *England*, in the Name and with the Privity of the Accountant General of His Majesty's High Court of Chancery, *ex parte* the Purchaser or Purchasers paying the same, pursuant to the Method prescribed by the Act of Parliament of the Twelfth Year of King *George* the First, Chapter Thirty-two, and general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

The Money received from Insurance to be paid into the Bank before a certain Time.

VIII. And it is hereby further enacted and declared, That the said *Thomas France*, his Executors or Administrators, shall upon or before the Twenty-ninth Day of *September* in this present Year One thousand eight hundred and three, pay the said Sum of Eleven thousand Pounds, received by him for the Insurance of the said Warehouses and Buildings, as herein-before is mentioned, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said High Court of Chancery, *ex parte* the said *Thomas France*, his Executors or Administrators, so paying in the same, pursuant to the said Method prescribed by the said Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

Receipts of Cashier of the Bank to be discharged to Purchasers.

IX. And it is hereby further enacted and declared, That the Receipt or Receipts of the Cashier or Cashiers of the Bank of *England*, and the Certificate or Certificates of the Accountant General to be thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of any Sums or Sum of Money hereby directed to be paid into the same, shall be a good and effectual Receipt, and good and effectual Receipts for the same, and shall discharge the Person or Persons to whom the same shall be given from being answerable for the Misapplication, or being in any Manner bound or concerned to see to the Application of the Money therein mentioned to be received.

After Sales made Trustees to make Conveyances.

X. And it is hereby further enacted and declared, That when any Person or Persons who shall purchase the said Freehold or Leasehold Pieces or Parcels of Land or Ground, and Building Materials, or any Part thereof, shall have paid his, her, or their Purchase Money in pursuance of and conformably to the Directions and Provisions of this present Act, the said *Robert Greaves* and *Charles Eyes*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns respectively of such Survivor, shall convey or assign, transfer or make over the said Freehold or Leasehold Pieces or Parcels of Land or Ground, and the said Building Materials to the Purchaser or Purchasers thereof respectively, and to his, her, or their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality of the same respectively; and that the Person or Persons to whom the said Freehold or Leasehold Pieces or Parcels of Land or Ground and Building Materials shall be so respectively conveyed, assigned, transferred, or made over, and his, her, and their respective Heirs, Executors, Administrators, and Assigns respectively, shall for ever thenceforth hold and enjoy the same, for his and their own proper Use and Benefit, absolutely freed, acquitted, exonerated, and discharged

charged of and from all and ſingular Uſes, Truſts, Charges, Powers, Proviſoes, and Agreements ſubſiſting or capable of taking Effect in the ſame reſpectively, under or by virtue of the ſaid Will and Codicils of the ſaid *James France*, or the ſaid Indentures of Settlement executed in purſuance of the ſame.

Until Sales are made Premiſes to be enjoyed by preſent Poſſeſſors.

XI. And it is hereby further enacted and declared, That until ſuch Sale or Sales ſhall be made, the ſaid *Robert Greaves* and *Charles Eyes*, and the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhall permit and ſuffer the Rents, Iſſues, Produce, and Profits (if any) of the ſaid Freehold and Leaſehold Pieces or Parcels of Land or Ground, and other the Premiſes hereby veſted in the ſaid *Robert Greaves* and *Charles Eyes*, their Heirs, Executors, Adminiſtrators, and Aſſigns reſpectively as aforeſaid, to be had, received, taken, and applied by and for the Benefit of the Perſon or Perſons who would be entitled to and ought to receive the ſame, in caſe this Act had not paſſed.

Application of Purchaſe Monies.

XII. And it is hereby further enacted and declared, That the ſeveral Sums of Money hereby directed to be paid into the Bank of *England* as aforeſaid, ſhall be applied in the Manner herein-after expreſſed; (that is to ſay), in the firſt Place, in paying and diſcharging all Coſts, Charges, and Expences to be incurred in preparing, ſoliciting, applying for, obtaining, and paſſing this preſent Act, or preparatory, incident, or relative thereto, and making and completing the Sales and Arrangements herein-before directed to be made, or otherwiſe to be occaſioned by carrying the Truſts of this Act into Execution; and that ſo much of the ſaid Sums of Money as ſhall remain after, or not be applied upon or for diſcharging the Coſts, Charges, and Expences, ſhall be inveſted in the Purchaſe of Freehold Manors, Meſſuages, Lands, Tenements, or other Hereditaments, to be ſituate in that Part of *Great Britain* called *England* or *Wales*, and for that Purpoſe when any Purchaſe or Purchaſes ſhall be found, the Perſon or Perſons who for the Time being would be entitled to the Rents and Profits of the Hereditaments to be purchaſed, if the ſame were actually purchaſed and ſettled conformably to the Proviſions of this preſent Act, ſhall preſent a Petition to the ſaid Court of Chancery in a ſummary Way, praying that the ſaid Sum or Sums of Money, or a competent Part thereof, may be inveſted in ſuch Purchaſe or Purchaſes; and the Court ſhall make ſuch Orders and Directions reſpecting the ſame, as the ſaid Court ſhall think neceſſary, proper, or expedient; and if the ſaid Court ſhall order or direct the ſaid Purchaſe or Purchaſes to be completed, the Court ſhall order the Purchaſe Money to be paid out of the Bank, and the Manors, Lands, Tenements, or Hereditaments comprized in ſuch Purchaſes ſhall thereupon, under the Directions of the ſaid Court, be conveyed, ſettled, and aſſured to the Uſes, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, and Declarations, which by virtue of the ſaid Will of the ſaid *James France*, and the ſaid Indentures of Settlement executed in purſuance thereof, would be then ſubſiſting in the ſaid Freehold and Leaſehold Pieces or Parcels of Land or Ground thereby deviſed or bequeathed and hereby veſted in the ſaid *Robert Greaves* and *Charles Eyes*, their Executors, Adminiſtrators, or Aſſigns, in Truſt for Sale as herein-

before

before is mentioned, if this preſent Act had not been paſſed, or as near thereto as the Circumſtances of the Caſe, and the Nature and Quality of the Meſſuages, Lands, Tenements, and Hereditaments ſo to be purchaſed will admit.

The Surplus of the Monies to remain in the Bank till Purchaſers found.

XIII. And it is hereby further enacted and declared, That the Surplus which ſhall remain of the Monry produced by the aforeſaid Sale or Sales, and of the ſaid Eleven thouſand Pounds, after Payment of the aforeſaid Coſts, Charges, and Expences, ſhall in the mean Time and until the ſaid Court of Chancery ſhall have ordered or directed the ſame to be laid out and inveſted, as herein-before is mentioned, be from Time to Time laid out in the Purchaſe of Navy or Victualling Bills or Exchequer Bills, and the Intereſt ariſing from the Money ſo laid out in Navy, Victualling, or Exchequer Bills, and the Money received for the ſame, as and when they ſhall be reſpectively paid off by Government, ſhall be laid out by and in the Name of the ſaid Accountant General in the Purchaſe of other Navy, Victualling, or Exchequer Bills, all which ſaid Navy, Victualling, and Exchequer Bills, ſhall be depoſited in the Bank in the Name of the ſaid Accountant General, and ſhall there remain until the ſame ſhall by the Order of the ſaid Court of Chancery be directed to be ſold for the Purchaſe of Lands and Hereditaments herein-before directed to be purchaſed with the Surplus of the ſaid Purchaſe Monies and the ſaid Eleven thouſand Pounds; but if the Money ariſing from the ſaid Navy, Victualling, or Exchequer Bills, either upon the ſame being paid off by Government, or upon being ſold for the Purpoſes aforeſaid, ſhall exceed the Amount of the original Purchaſe Money ſo laid out as aforeſaid, then and in ſuch Caſe, the Surplus which ſhall remain after diſcharging the Expences of the Application to the Court for the Payment thereof, ſhall be paid to ſuch Perſon or Perſons reſpectively as would have been entitled to the Rents, Iſſues, and Profits of the Pieces or Parcels of Ground, hereby directed to be ſold, in caſe this Act had not been made, or to the legal Repreſentatives of ſuch Perſon or Perſons reſpectively.

Orders to be made from Time to Time by the Court of Chancery.

XIV. And be it further enacted and declared, That it ſhall be lawful for the ſaid Court of Chancery to make ſuch Order as the ſaid Court ſhall think fit, for taxing and ſettling the Coſts, Charges, and Expences herein-before directed to be paid, and for taxing and ſettling the Coſts of the ſeveral Applications to be made to the ſaid Court, and alſo to make ſuch other Orders as ſhall be neceſſary, or which the ſaid Court ſhall think proper or expedient for carrying the Purpoſes of this Act into Effect, or any of them.

General Saving.

XV. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſons and Perſon, Bodies Politick and Corporate, his, her, and their reſpective Heirs, Executors, and Adminiſtrators, (other than and except the ſaid *Thomas France* and his Sons now born or hereafter to be born, and the Heirs Male of their reſpective Bodies, and the Sons of the ſaid *Alice Crompton* by the ſaid *Abraham Crompton*, now born or hereafter to be born, and the Heirs Male of their reſpective Bodies, and the Daughters now born or hereafter to be born to the ſaid *Thomas France*, or now born or hereafter to be born to the ſaid *Alice Crompton* by the ſaid *Abraham Crompton*, and the Heirs of

the respective Bodies of such several Daughters, and the Heirs, Executors, Administrators, and Assigns of the said *Thomas France*, and the several Trustees named in the said Will of the said *James France*, or in the said Indenture of the Twenty-first Day of *January* One thousand eight hundred, or the said Indenture of the Twenty-third Day of the same Month of *January*, and all other Persons whomsoever, now having or claiming, or who hereafter shall have or claim any Estate, Right, Title, Share, or Interest, in, from, or out of the several Freehold and Leasehold Pieces or Parcels of Land or Ground, Materials, and Premises, hereby vested in the said *Robert Greaves* and *Charles Eyes*, their Heirs, Executors, Administrators, and Assigns respectively), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Freehold and Leasehold Hereditaments and Premises vested in the said *Robert Greaves* and *Charles Eyes*, their Heirs, Executors, Administrators, and Assigns, as aforesaid, or any Part or Parcel thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, and enjoyed, in case this Act had not been made.

Declaring the Act publick.

XVI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and when so printed may be given in Evidence in all Courts of Justice, and before all Judges and Justices whomsoever, who shall take judicial Notice thereof, in like Manner as if the same had been declared to be a publick Act.

LONDON: Printed by George Eyre and Andrew Strahan, Printers to the King's most Excellent Majesty. 1803.