ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 169.

An Act for veſting certain Eſtates deviſed by the Will of *James Harriſon* Eſquire, ſituate in the Counties of *Lancaſter* and *Cheſter*, or one of them, in Truſtees, to be ſold purſuant to an Agreement entered into for that Purpoſe.

[22d *June* 1813.]

Agreement of the 5th November, 1799.

WHEREAS by Heads of an Agreementmade the Fifth Day of *November* One thouſand ſeven hundred and ninety nine, between *James Harriſon* of *Cheadle*, Eſquire, and *James Mallalieu* of *Mancheſter*; the ſaid *James Harriſon* agreed to ſell and convey to the ſaid *James Mallalieu*, the whole of the Fall in the River *Tame* between the Mill occupied by Meſſrs. *Thorpe* and Company in *Reddiſh*, and the Weir which was erected ſome Time ago by the ſaid *James Harriſon*, for the Purpoſe of turning the Stream of Water from the ſaid River, to ſeveral Mills and other Works ſituate in *Portwood*; and alſo the Right, full Power, and Authority by means of a Weir to be erected as thereinafter mentioned, to dam up and impound the Water in the ſaid River *Tame*, for the Purpoſe of, and ſo as by means thereof the whole Power and Force of all the Fall in the ſaid River as before mentioned, between the aforeſaid Mill occupied by Meſſrs. *Thorpe* and Company, and the before-mentioned Weir ſome Time ago erected by the ſaid *James Harriſon*, ſhould and might be conveyed and taken into the moſt eligible Situation for a Mill and Works which were intended to be erected by the ſaid *James Mallalieu* in one of thoſe Two Fields at the moſt South-eaſtwardly Point of *Woodhall* Farm, and along with ſome ſmall Parcels of Land behind the ſame, bounded in a half circular Form by the ſaid River, and ſo as the Power of the ſaid River and Fall might be there uſed by the ſaid *James Mallalieu* to the greateſt Advantage; and the ſaid *James Harriſon* further agreed to erect a good and ſubſtantial Weir for the above Purpoſes, in

any Situation upon the ſaid River *Tame* between the ſaid Weir, ſome Time ago erected by the ſaid *James Harriſon*, and *Thorp's* Mill before mentioned, and alſo to cut all neceſſary Goits, ſo as by Means thereof and of the River the whole Power of the Fall as aforeſaid might be conveyed to the Situation where the intended Mill and Works were to be erected as aforeſaid, and to divert the Courſe of the River for that Purpoſe if neceſſary, and to make any neceſſary Imbankments of the River for that Purpoſe, and for ever thereafter ſupport and keep in good Repair the ſaid Weir, Goits, and Imbankments, in Conſideration of which the ſaid *James Mallalieu* agreed to pay to the ſaid *James Harriſon* One-half of all the Expence of making the ſaid Weir, Goits, and Imbankments which were to be made in any Situation where the ſaid *James Mallalieu* ſhould direct, without Prejudice to the Works above and below the ſaid Fall of Water; and the ſaid *James Harriſon* alſo agreed to ſell to the ſaid *James Mallalieu* the whole of the ſaid Two Fields before deſcribed, and the ſmall Parcels behind the ſame, being about Ten Acres of Land of the *Lancaſhire* Meaſure, along with the aforeſaid Fall and Privileges; in Conſideration of which, and of the Expence which the ſaid *James Harriſon* would be put unto in making the ſaid Weir, Goits, and Imbankments, and ſupporting the ſame, the ſaid *James Mallalieu* agreed to pay the ſaid *James Harriſon* the Sum of One hundred and ten Pounds a-year for ever; and the ſaid *James Harriſon* further agreed to ſell and convey unto the ſaid *James Mallalieu* for ever the Remainder of the ſaid *Woodhall* Farm, together with the Houſing and Buildings thereon, reſerving to himſelf a yearly Rent of Five Guineas *per* Acre of the *Lancaſhire* Meaſure, to be paid by the ſaid *James Mallalieu*, the Amount of the Leys and Taxes then payable out of the *Woodhall* Farm to be deducted from the groſs annual Rent; and the ſaid *James Harriſon* engaged to ſecure all the Banks of the River in a proper and ſubſtantial Manner by ſloping them down properly, and by piling and gripyarding, and for ever to keep in Repair the Banks of that Part of the River only from the Head of the preſent Stone Weir Dam to the End of the Fence which ſeparated the Two Fields and ſmall Parcels of Land before-mentioned from the Remainder of *Woodhall* Farm: The ſaid *James Harriſon* agreed to make and complete, at his own Expence, a good Carriage Road from the Navigation-Bridge at *Heaton Norris*, through the Lands belonging to Mr. *Egerton*, free from Expence to the ſaid *James Mallalieu*, in reſpect of the Land which would be required for the ſame from Mr. *Egerton*, and by a proper Culvert and Bank over the Dingle or Valley, to continue the ſame in the moſt proper Direction to *Woodhall*, and to ſecure the Uſe of the ſaid Road to the ſaid *James Mallalieu* for ever; and the ſaid *James Harriſon* agreed to pay the ſaid *James Mallalieu* One hundred and fifty Pounds towards making a Navigable Cut from the *Mancheſter*, *Aſhton under Line*, and *Oldham* Canal, and to give the Land for that Purpoſe through any of his own Eſtates, ſhould the ſaid *James Mallalieu* thereafter be willing to make the ſaid Canal; and the ſaid *James Harriſon* agreed to cart all the Stone and other Materials which might be required in draining thoſe Lands before mentioned; and alſo to cart from the River or elſewhere all the Stones, Pebbles, Gravel, and other Materials for making and repairing the Roads neceſſary in the ſaid Eſtate at his own Expence, and putting in good Repair the Road leading from the then intended Works through *Kid Field*, to or near *Woodhall*, the whole of the above Fall, Rights and Privileges, Lands, Houſing, Buildings, and all Ways Water-courſes in the fulleſt Extent,

tent, without Prejudice to the then exiſting Works, to be conveyed by proper Deeds and Conveyances as ſhould be ſettled by Counſel for mutually ſecuring the Performance of that Agreement unto the ſaid *James Mallalieu*, on the Terms and Conditions before mentioned, according to the Spirit and liberal Conſtruction thereof: And whereas by an Act paſſed in the Forty-ſeventh Year of the Reign of His preſent Majeſty King *George* the Third, intituled, *An Act for veſting certain Eſtates deviſed by the Will of* James Harriſon *Eſquire, deceaſed, ſituate in the Counties of* Lancaſter *and* Cheſter, *in Truſtees, in Truſt to be ſold for the Payment of Debts and Legacies affecting the ſame, and after Payment thereof for the Inveſtment of the Reſidue of the Monies to ariſe by ſuch Sale in the Purchaſe of other Eſtates, to be ſettled to the ſame Uſes as the Eſtates ſo ſold;* after reciting that the ſaid *James Harriſon* therein deſcribed, of *Cheadle Buckley* in the County of *Cheſter*, Eſquire, duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date the Firſt Day of *March* One thouſand eight hundred and three, and thereby charged certain Parts of his Real Eſtates with the Payment of his Debts, Funeral, and Teſtamentary Expences; and that after deviſing a Meſſuage and Premiſes ſituate in *Cheadle Buckley* aforeſaid unto his Wife *Mary Harriſon* for Life, with Remainder to his ſecond Son *Robert Harriſon* in Fee; then the ſaid Teſtator deviſed and bequeathed certain Annuities and Legacies therein mentioned, which he charged upon certain Parts of his Real Eſtates, and the ſaid Teſtator did thereby give and deviſe unto *Samuel Gregg* and *John Hardman* Merchants, and their Heirs, all that his Manor and Lordſhip of *Brinnington* in the County of *Cheſter* aforeſaid, with the Rights, Royalties, Members, and Appurtenances thereto belonging, and all and every his Mills, Meſſuages, Farms, Lands, Tenements, Rents, and Hereditaments whatſoever, ſituate, lying, ariſing, and being in *Brinnington* aforeſaid, by him purchaſed from *John Aſtley* Eſquire, then deceaſed, with their and every of their Appurtenances; and alſo all that his Meſſuage and Dwelling Houſe, Tenement and Farm, with the ſeveral Cloſes, Cloſures, Fields, and Parcels of Land thereto belonging, called *Renſhaw's* Tenement, ſituate, lying and being in *Heaton Norris* in the County of *Lancaſter* aforeſaid, and then in the Tenure and Occupation of *Renſhaw* as the Tenant thereof, and by the ſaid Teſtator alſo purchaſed from the ſaid *John Aſtley*, with all and ſingular the Appurtenances thereto reſpectively belonging; and alſo all that his Manor and Lordſhip of *Reddiſh* in the County of *Lancaſter* aforeſaid, with the Rights, Royalties, Members, and Appurtenances thereto belonging; and all and every his Meſſuages, Farms, Lands, Tenements, Rents, and Hereditaments whatſoever, ſituate, lying, ariſing and being in *Reddiſh* aforeſaid, by him lately purchaſed of *Thomas William Coke* Eſquire (except two Farms or Tenements called *Knight's Tenement* and *Arden's Tenement*), thereinafter deviſed, with all and ſingular the Appurtenances thereto reſpectively belonging; and alſo all thoſe his Two ſeveral Cloſes, Fields, and Parcels of Land alſo ſituate, lying, and being in *Heaton Norris* aforeſaid, then in the Tenure and Occupation of *John Renſhaw* and *James Heald* as his Tenants thereof, and by the ſaid Teſtator lately purchaſed from Miſs *Sarah Marriott*, with all and ſingular the Appurtenances thereto belonging; and alſo all and every his Yearly chief Fee Farm or other Rents reſerved or made iſſuing or payable out of any Lands, Buildings, or Hereditaments whatſoever in *Brinnington*, in the Pariſh of *Stockport*, *Reddiſh*, or *Heaton Norris* aforeſaid, by him the ſaid Teſtator ſold or conveyed in Conſideration 47 Geo. 3.

ſideration of ſuch Rents reſpectively (except Rents iſſuing out of *Knight's* and *Arden's Tenements* reſpectively), to hold the ſame unto the ſaid *Samuel Gregg* and *John Hardman* and their Heirs, to the Uſe of the ſaid Teſtator's Wife *Mary Harriſon*, *Richard Atherton Farington* Eſquire, *Dauntesey Hulme* Merchant, and *William Fox* Banker, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, commencing from his Deceaſe, without Impeachment of Waſte upon the Truſts nevertheleſs, and for the Intents and Purpoſes thereinafter expreſſed concerning the ſame; and after the Expiration or other ſooner Determination of the ſaid Term, and in the mean Time ſubject thereto and to the Truſts thereof, and alſo ſubject to the Payment of the ſaid Teſtator's Debts, Funeral and Teſtamentary Expences, and to the ſeveral Annuities and Legacies in the ſaid Will mentioned, and to the ſeveral Powers, Authorities, and Directions by him therein given and limited, and in his ſaid Will contained and expreſſed, to the Uſe of his eldeſt Son *James Harriſon* and his Aſſigns for his Life, without Impeachment of Waſte; Remainder to the Uſe of *Thomas Tipping* Merchant and *Joſeph Dale* Eſquire, and their Heirs, during the Life of the ſaid *James Harriſon* the Son, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of the ſaid Teſtator's Wife the ſaid *Mary Harriſon*, *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, to commence from the Deceaſe of the ſaid Teſtator's Son *James Harriſon*, upon the Truſts thereinafter expreſſed concerning the ſame Term; and after the Expiration or other ſooner Determination of the ſaid Term, and in the mean-time ſubject thereto and to the Truſts thereof, to the Uſe of the firſt and other Sons of the ſaid *James Harriſon* the Son in Tail; Remainder to the Uſe of the ſaid Teſtator's ſecond Son *Robert Harriſon* and his Aſſigns for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Thomas Tipping* and *Joſeph Dale* and their Heirs, during the Life of the ſaid *Robert Harriſon*, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of the ſaid Teſtator's Wife the ſaid *Mary Harriſon*, *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Six hundred Years, to commence from the Deceaſe of the ſaid *Robert Harriſon* upon the Truſts thereinafter expreſſed concerning the ſame Term; and after the Expiration or other ſooner Determination of the ſame Term, and in the mean-time ſubject thereto, and to the Truſts thereof, to the Uſe of the Firſt and other Sons of the ſaid *Robert Harriſon* ſucceſſively in Tail; Remainder to the Uſe of the ſaid Teſtator's third Son *Henry Harriſon* and his Aſſigns for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Thomas Tipping* and *Joſeph Dale* and their Heirs, during the Life of the ſaid *Henry Harriſon* in Truſt to preſerve Contingent Remainders; Remainder to the Uſe of the Firſt and other Sons of the ſaid *Henry Harriſon* ſucceſſively in Tail; with Remainder to the Uſe of the ſaid Teſtator's Two Daughters *Mary Harriſon* and *Frances Harriſon*, to be equally divided between them, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and of their ſeveral and reſpective Heirs and Aſſigns for ever: And reciting that as to the ſaid Term of One thouſand Years thereinbefore limited to the ſaid Teſtator's Wife the ſaid *Mary Harriſon*, *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, their Executors, Adminiſtrators, and Aſſigns as aforeſaid, the ſaid Teſtator did thereby declare the ſame to be

upon Truſt, that they his ſaid Truſtees, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould ſubject, and without Prejudice, to an Annuity or Yearly Rent Charge of Four hundred Pounds to his ſaid Wife as therein mentioned, and to the Powers and Remedies for the Recovery thereof when in Arrear, by Demiſe, Sale, or Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, or a competent Part or Parts thereof, and either together or in Two or any greater Number of Parts and Parcels for all or any Part of the ſaid Term of One thouſand Years, or by ſuch other Ways or Means as to his ſaid laſt mentioned Truſtees or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhould ſeem meet, raiſe and levy or borrow and take up at Intereſt any Sum or Sums of Money not exceeding in the Whole the Sum of Twenty-eight thouſand Pounds of lawful Money of *Great Britain* for the Purpoſes therein and hereinafter mentioned touching the ſame; and that they, his ſaid laſt-mentioned Truſtees, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor ſhould ſtand poſſeſſed of all ſuch Sum or Sums of Money ſo to be raiſed by ſuch Demiſe, Sale, or Mortgage, or other the Ways and Means aforeſaid, and alſo of the Monies to ariſe from the Sale of his Shares in the *Peak Foreſt* Canal, and of his Goods, Chattels, and Perſonal Eſtate thereinbefore by him bequeathed in Truſt to be ſold, and alſo the Rents, Iſſues, Profits, and Produce of the ſaid Premiſes thereinbefore deviſed or bequeathed reſpectively, in Truſt to be ſold as aforeſaid, until Sale thereof reſpectively, and alſo the Money ariſing and accruing from his Debts and Securities for Money, and alſo the Ready Money which he ſhould leave at the Time of his Deceaſe, and all other his Perſonal Eſtate thereby bequeathed to his ſaid Truſtees, upon Truſt when and as the ſame ſhould be reſpectively received, that they his ſaid Truſtees, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, ſhould pay and apply the ſame reſpectively in Diſcharge of all Debts by him juſtly owing at the Time of his Deceaſe, as well upon the Mortgage of any his Eſtate or Eſtates whatſoever, as upon Specialty, Simple Contract, or any Contract, Agreement, Engagement, or otherwiſe howſoever, and alſo of the Probate thereof, and his Funeral and Teſtamentary Expences, alſo of the Sum of Seven thouſand Pounds, and all other the Money Legacies by him thereinbefore given and bequeathed, and of all Coſts and Charges of the ſaid Truſtees in the Execution of the Truſts by his ſaid Will repoſed in them; and upon further Truſt, that they his ſame Truſtees, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould apply all the Reſidue of the ſaid Truſt Monies and Premiſes which ſhould remain after the full Diſcharge and complete Execution of the Truſts thereinbefore expreſſed, touching the ſame reſpectively (if any) unto his ſaid eldeſt Son *James Harriſon*, or unto and for the Uſe and Benefit of ſuch other his Child or Children, or Iſſue of any of his Child or Children as ſhould then be ſeiſed of or entitled to the Freehold or Inheritance in Poſſeſſion of, and in his ſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments in *Brinnington*, the Pariſh of *Stockport*, *Reddiſh*, and *Heaton Norris* aforeſaid (*Knight's* and *Arden's* Tenements in *Reddiſh* excepted), under and by virtue of the Deviſe and Limitations thereof thereinbefore contained and expreſſed; and reciting that the Truſts of the ſaid Term of Five hundred Years, were for raiſing Portions for the

younger Children of the ſaid Teſtator's Son *James Harriſon*, and that the Truſts of the ſaid Term of Six hundred Years, were for raiſing Portions for the younger Children of the ſaid *Robert Harriſon*, and that the ſaid Teſtator appointed his ſaid Wife *Mary Harriſon*, *Richard Atherton Farington*, *Dauntеſey Hulme*, and *William Fox*, Executrix and Executors of his ſaid Will, and afterwards died on or about the Twelfth Day of *November*, in the Year One thouſand eight hundred and five, without having revoked or altered his ſaid Will otherwiſe than by granting further Annuities; and that the ſaid Teſtator left his ſaid Wife and his ſaid Five Children the ſaid *James Harriſon*, *Robert Harriſon*, *Henry Harriſon*, *Mary Harriſon*, and *Frances Harriſon*, him ſurviving, and that the ſaid *Mary Harriſon*, *Richard Atherton Farington*, *Dauntеſey Hulme*, and *William Fox*, ſhortly after the ſaid Teſtator's Deceaſe duly proved his ſaid Will in the Conſiſtory Court of the Biſhop of *Cheſter*: and reciting that the ſeveral Sums of Sixty-two thouſand three hundred and ſixty-one Pounds, Fifteen Shillings, and Three-pence, being the Sums due for Bond and ſimple Contract Debts, as therein mentioned; and Eleven thouſand Pounds reſpectively, being the Sums due for the Mortgages therein mentioned; and alſo the Legacies given by the ſaid Will of the ſaid *James Harriſon* deceaſed, and which amounted to the Sum of Seven thouſand and eighty-one Pounds, Ten Shillings, then remaining unpaid, amounted to the Sum of Eighty thouſand four hundred and forty-three Pounds, Five Shillings, and Three-pence, or thereabouts, as by the Firſt Schedule to the ſaid Act would more fully appear, for the Payment whereof the ſaid Sum of Twenty-eight thouſand Pounds directed to be raiſed by the ſaid Teſtator's Will, out of the ſaid Premiſes compriſed in the ſaid Term of One thouſand Years; as alſo the Sum of Seven thouſand four hundred and fourteen Pounds, Ten Shillings, amounting together to the Sum of Thirty-five thouſand four hundred and fourteen Pounds, Ten Shillings, being the Reſidue of his Perſonal Eſtate and Effects then remaining unapplied, were a very inadequate Fund: and that in order to the raiſing the ſaid Sum of Twenty-eight thouſand Pounds, as alſo a ſufficient Sum of Money to diſcharge the whole of the ſaid Teſtator's Debts and Legacies then remaining unpaid, it would be neceſſary to ſell or mortgage the whole or a chief Part of the Premiſes compriſed in the ſaid Term of One thouſand Years, but that ſuch Sums of Money would be more advantageouſly raiſed by Sale of the Fee Simple of the whole or a ſufficient Part of the Premiſes compriſed in the ſaid Term of One thouſand Years, rather than by Sale or Mortgage of the whole or any Part of the ſame Premiſes for the Remainder of that Term only: and reciting that the ſaid *James Harriſon* the Son, in the Month of *September* in the Year One thouſand eight hundred and one, intermarried with *Elizabeth Jeſſon* Spinſter, and had then Iſſue by her Four Children, (*videlicet*) *James Harriſon*, *John Jeſſon Harriſon*, *Mary Catherine Harriſon*, and *Elizabeth Harriſon*, all then Infants under the Age of Twenty-one Years; and that the ſaid *Robert Harriſon*, in the Month of *December* in the Year One thouſand eight hundred and ſix, intermarried with *Jane Tench* Spinſter, and had no Iſſue: and that the ſaid *Henry Harriſon* was a Bachelor: It was enacted that all and ſingular the Manors or Lordſhips, Meſſuages, Farms, Lands, Tenements, Rents, and Hereditaments, late the Eſtate of the ſaid *James Harriſon* deceaſed, and which were deviſed by his ſaid Will as aforeſaid, ſituate, lying, and being in the ſeveral Pariſhes of *Mancheſter* and *Stockport*,

in the Counties of *Lancaſter* and *Cheſter*, and more particularly deſcribed in the Second Schedule to the ſaid Act annexed, together with their reſpective Rights, Members, and Appurtenances, ſhould from and after the paſſing of the ſaid Act be veſted in the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, and their Heirs, freed and diſcharged from all the Uſes, Truſts, Powers, Proviſoes, Conditions, Charges, and Limitations, in and by the ſaid Will of the ſaid *James Harriſon* deceaſed, limited, expreſſed, and declared of and concerning the ſame Premiſes, but ſubject and without Prejudice to the ſeveral Annuities therein mentioned, upon Truſt, to ſell the ſame, as therein mentioned: And it was thereby further enacted, that the Money to ariſe by Sale of the ſaid Manors, Rents, and Hereditaments, ſhould be paid into the Bank of *England*, in the Name of the Accountant General of the High Court of Chancery, and ſhould be applied in Payment of the ſaid Teſtator's Debts and Legacies, therein mentioned, and of the Coſts of obtaining the ſaid Act and making the ſaid Sale; and that the Reſidue of the ſaid Money to ariſe by ſuch Sales, ſhould be laid out in the Purchaſe of other Lands and Premiſes, in Fee Simple in Poſſeſſion, to be ſituate in *England*, and that the Hereditaments ſo to be purchaſed ſhould after the Purchaſe thereof 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 under and by virtue of the ſaid Will of the ſaid *James Harriſon*, were previouſly to the paſſing of the ſaid Act ſubſiſting or capable of taking effect, of and in the ſaid Manors, Meſſuages, Rents, and other Hereditaments, thereby veſted in the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, and their Heirs, or to, upon, and ſubject to ſuch or ſo many of the ſame Uſes, Truſts, Intents, Purpoſes, Powers, Proviſoes, and Limitations, as ſhould be then ſubſiſting and capable of taking effect: And whereas by an Order of the High Court of Chancery, bearing Date the Fifth Day of *July* One thouſand eight hundred and ten, in a Cauſe wherein the ſaid *James Mallalieu* was Plaintiff, *Richard Atherton Farington*, *Dauntesey Hulme*, *William Fox*, *Iſachar Thorp*, *William Paul*, *Henry Grainger*, *John Stocks*, *Mary Harriſon* Widow, *James Harriſon* the Elder, *Samuel Jones*, *William Jones*, *Lewis Loyd*, *William Fox*, *Ardern Hulme*, *Edward Loyd* and *James Harriſon* the Younger, were Defendants; it was ordered that it ſhould be referred to Maſter *Stanley*, then one of the Maſters of the ſaid Court of Chancery, to enquire and ſtate to the Court how far the ſaid Agreement, according to the Terms of it, had been performed on each Side, and how far the ſame could be performed: and in caſe the ſaid Maſter ſhould find that any Part or Parts of the ſaid Agreement had not or could not be performed, the ſaid Maſter was to aſcertain what Compenſation ought to be made to the ſaid *James Mallalieu*, in reſpect of ſuch Part or Parts of the ſaid Agreement as had not been or could not be performed as aforeſaid; and the ſaid Maſter was alſo to take an Account of the Rent due from the ſaid *James Mallalieu* to the Defendants, the Truſtees for the Premiſes compriſed in the ſaid Agreement: and the ſaid Maſter was to be at Liberty to make a ſeparate Report as to what he ſhould find due from the ſaid *James Mallalieu* in reſpect of the ſaid Rent; but the ſaid Order was to be without Prejudice to any of the Queſtions in the ſaid Cauſe: And whereas by another Order of the ſaid Court, bearing Date the Eleventh Day of *March* One thouſand eight hundred and thirteen, in the ſaid

Order of the Court of Chancery of the 5th of July 1810.

Order of the Court of Chancery of

the 11th of March 1813.

ſaid Cauſe, upon a Petition preferred by the ſaid *James Harriſon* the Younger, an Infant, and by *Elizabeth Mallalieu*, the Younger, *Edward Mallalieu*, *Mary Mallalieu*, *Frederick Walton Mallalieu*, and *Henry Martin Mallalieu*, alſo Infants, reciting, amongſt other Things, that in purſuance of the ſaid recited Order of the Fifth Day of *July* One thouſand eight hundred and ten; ſome Proceedings were had before the ſaid Maſter *Stanley*, and alſo before Maſter *Stephen*, the Maſter to whom the ſaid Cauſe ſtood transferred after the Death of the ſaid Maſter *Stanley*; but that before any Report was made by the ſaid Maſter touching the Matters in the ſaid Order mentioned, the ſaid *James Mallalieu* died, having firſt duly made his Will, bearing Date the Second Day of *May* One thouſand eight hundred and eleven, and which was ſo executed and atteſted as is by Law required for paſſing Real Eſtates by Deviſe; whereby, after directing that all his juſt Debts and Funeral Expences, and the Charges of the Probate and Execution of his Will ſhould be in the firſt place ſatisfied and diſcharged, gave, deviſed, and bequeathed all and every his Meſſuages, Warehouſes, Buildings, Lands, Tenements, chief Fee Farm Rents, and Hereditaments whatſoever, both Freehold of Inheritance, in Poſſeſſion, Reverſion, Remainder, or otherwiſe, and Leaſehold, ſituate, ſtanding, and being in the Townſhip of *Reddiſh*, and in *Mancheſter* in the County of *Lancaſter*, and Pariſh of *Saddleworth* in the County of *York*, or elſewhere in the Kingdom of *Great Britain*, with their and every of their reſpective Rights, Members, and Appurtenances unto and to the Uſe of his Brother *Frank Mallalieu* and *Pearſon Walton*, their Heirs, Executors, Adminiſtrators, and Aſſigns for ever, or for and during all ſuch ſeveral Eſtates, Rights, Terms, and Intereſt as he the ſaid *James Mallalieu* ſhould have therein and thereto reſpectively at the Time of his Deceaſe; upon Truſt that they the ſaid Truſtees, and the Survivors and Survivor of them, and the Heirs, Executors, and Adminiſtrators of ſuch Survivor, ſhould at ſuch Time or ſeveral Times as they or he ſhould think proper and judge beſt after his Deceaſe, make ſale and diſpoſe of the ſame ſeveral Premiſes in ſuch Parts and Manner as to them ſhould appear moſt advantageous unto any Perſon or Perſons for the beſt Price or Prices in Money that at the Time or ſuch ſeveral Times of ſuch Sale or Diſpoſition could be reaſonably had or gotten for the ſame, and ſhould add the clear Monies which ſhould ariſe and be produced from ſuch Sale or Sales as aforeſaid unto his Perſonal Eſtate in Augmentation thereof, to be diſpoſed of and applied as ſuch in Manner thereinafter directed: And the ſaid *James Mallalieu* did thereby direct that his ſaid Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhould after thereout diſcharging all juſt Debts, Funeral Expences, and the Charges of the Probate and Execution of his Will, with all convenient Speed lay out and inveſt the Reſidue of ſuch Monies and Effects in the Purchaſe of Stock in ſome or one of the Public Funds, or place the ſame at Intereſt on Real or ſuch other Securities as they ſhould ſee beſt, in the Names or Name of them, his ſaid Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor; and ſhould pay all the Intereſt, Dividends, Profits, and Proceeds thereof as the ſame ſhould from Time to Time become due and be received by them unto his the ſaid *James Mallalieu's* Wife, *Elizabeth Mallalieu*, during her Life, and ſo long as ſhe ſhould continue his Widow, and unmarried (but no longer) for the Maintenance and Support of herſelf, and for the Maintenance,

Maintenance, Education, and Support of all and every his Children who ſhould be living at the Time of his Deceaſe, or whereof his ſaid Wife ſhould be then enſient; and from and immediately after the Deceaſe or ſecond Marriage of his ſaid Wife, then he directed that the ſaid Truſtees or the Survivors or Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhould pay, aſſign, and transfer the ſaid Truſt, Monies, Stocks, Funds, and Securities to and equally amongſt all and every his the ſaid *James Mallalieu's* Children who ſhould be then living, and to the Iſſue of ſuch of his Children as ſhould have died before their reſpective Shares thereof ſhould have become veſted in purſuance of the Proviſions in that behalf thereinbefore contained, leaving Iſſue (ſuch Iſſue taking and being entitled to ſuch Share only of and in the ſaid Truſt Monies, Stock, Funds, and Securities, as his, her, or their Parent would, if living, have been entitled unto), Share and Share alike, but if there ſhould be only One ſuch Child or Deſcendant of a Child, then to ſuch only One, his or her Executors or Adminiſtrators abſolutely: And the ſaid *James Mallalieu* directed that the Parts or Shares of ſuch of his ſaid Children and Iſſue as ſhould be a Male or Males, ſhould be paid at his or their Age of Twenty-one Years, and the Parts or Shares of ſuch of them as ſhould be a Female or Females, at his or their Age of Twenty-one Years, or Day or Days of Marriage, which ſhould firſt happen, unleſs ſuch ſeveral Events ſhould happen in the Lifetime and during the Widowhood of his the ſaid *James Mallalieu's* ſaid Wife; and in that caſe the Part or Share of the ſaid Children and Iſſue being a Male or Males, as ſhould attain the Age of Twenty-one Years, and of ſuch of the ſaid Children and Iſſue being a Female or Females as ſhould attain the ſaid Age, or be married in the Lifetime or during the Widowhood of his the ſaid *James Mallalieu's* ſaid Wife, ſhould be veſted in Truſt in ſuch Children and Iſſue reſpectively, immediately upon the happening of the Events aforeſaid, and be tranſmiſſible accordingly to their reſpective perſonal Repreſentatives; and the ſame ſhould be paid, aſſigned, and transferred immediately upon and after the Deceaſe, or which ſhould firſt happen, the ſecond Marriage of his ſaid Wife: And whereby after reciting in his ſaid Will, that the ſaid Teſtator *James Harriſon* had failed in the Execution of the ſaid Agreement, and a Bill had been filed in the ſaid Court of Chancery againſt the Truſtees and Executors of the ſaid *James Harriſon*, and divers Proceedings had been inſtituted and were then depending relative thereto, the ſaid *James Mallalieu* declared, authorized, and empowered the ſaid Truſtees and Truſtee for the Time being, of that his ſaid Will to act in ſuch Manner as they thought beſt relative to the ſaid Suit, and either to proſecute and carry on and revive the ſaid Suit or otherwiſe, (as they in their Diſcretion ſhould ſee beſt) to diſcontinue or compromiſe the ſame, or inſtitute any new or other Suit or Suits as they might be adviſed to be the beſt: and reciting that the ſaid *James Mallalieu* thereby appointed his ſaid Wife *Elizabeth*, during her Widowhood only, and the ſaid *Frank Mallalieu* and *Pearſon Walton*, Executrix and Executors of his ſaid Will, and that the ſaid *James Mallalieu* died in or about the Month of *April*, in the Year One thouſand eight hundred and eleven, without having revoked or altered his ſaid Will, leaving the ſaid *Elizabeth Mallalieu* his Widow, and *Elizabeth Mallalieu*, *Mary Mallalieu*, *Frederick Walton Mallalieu*, *Henry Martin Mallalieu*, and *William Mallalieu*, who was his eldeſt Son and Heir at Law, his only Children him ſurviving; and that the ſaid *Pearſon Walton* and *Frank Mallalieu* alone duly proved the ſaid Will of the ſaid Teſtator

James Mallalieu in the proper Eccleſiaſtical Court, the ſaid *Elizabeth Mallalieu* the Widow, having declined to prove the ſame: and reciting that the ſaid Suit and Proceedings having become abated by the Death of the ſaid *James Mallalieu*, that he the ſaid *Pearſon Walton* and *Frank Mallalieu*, together with the ſaid Petitioners the ſaid *Elizabeth Mallalieu* the Younger, *Edward Mallalieu*, *Mary Mallalieu*, *Frederick Walton Mallalieu*, and *Henry Martin Mallalieu*, by *Frank Mallalieu* their Uncle and next Friend, in or as of *Trinity* Term, in the Year One thouſand eight hundred and eleven, exhibited their Bill of Revivor and Supplement in the ſaid Court againſt the ſaid *James Harriſon* the Younger, and againſt the ſeveral other Defendants to the original Bill and amended Bill, and againſt the ſaid *William Mallalieu* and *Elizabeth Mallalieu*, the Widow of the ſaid Teſtator *James Mallalieu*, and that the ſaid Suit and Proceedings had been and did ſtand duly revived, and that the ſaid *William Fox* had been, by an Order of the ſaid Court, duly diſcharged from being a Truſtee under the ſaid Act of Parliament, and that the ſaid *Robert Harriſon* had been duly appointed a Truſtee in his Stead: and reciting that the ſaid Order of the Fifth Day of *July* One thouſand eight hundred and ten, had not been further proſecuted, for upon the Death of the ſaid Teſtator *James Mallalieu* it was found very inconvenient to the Plaintiffs and Defendants in the ſaid Cauſe, and very difficult to be executed under the Circumſtances of the Caſe; and therefore that the ſaid *Pearſon Walton* and *Frank Mallalieu*, as Executors and Deviſees in Truſt named in the ſaid Will of the ſaid *James Mallalieu*, and the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, as Truſtees under the ſaid Act of Parliament, had conſidered of an Arrangement or Agreement touching the ſeveral Matters, which was to the Purport or Effect following: (that is to ſay) "Mr. *Harriſon's* Truſtees "agree to convey to the Truſtees under Mr. *Mallalieu's* Will in Fee-Simple the *Woodhall* Eſtate, together with the Fall in the River *Tame*, as "ſpecified in the Agreement, and the Privilege of erecting, making, and "for ever maintaining ſuch Weir, Goits, and Embankments, and of "diverting the Water of the ſaid River, and uſing the whole Power "of the Fall thereof as is ſpecified in the ſaid Agreement, entered "into between Mr. *Harriſon* the Teſtator and Mr. *Mallalieu*, and all "other Privileges neceſſary for uſing the Fall; the chief Rent to be "Three hundred Pounds, Seventeen Shillings, and Eight-pence a-Year, "as ſtated in the Act; both Parties agree to concur in a Sale of the Premiſes, diſcharged of the Rent, in ſuch Lots as Mr. *Mallalieu's* Truſtees "ſhall appoint, ſuch Sale to be made as early as may be; and Mr. *Harriſon's* Truſtees agree to accept out of the Purchaſe Monies the Sum "of Five thouſand four hundred and ſixteen Pounds Eight Shillings, "for the Purchaſe of the ſaid Yearly Rent of Three hundred Pounds, "Seventeen Shillings, and Eight-pence: and in caſe ſuch Sale ſhall not "be made within two Years after the Completion of the Conveyance to "Mr. *Mallalieu's* Truſtees, or the paſſing of an Act for that Purpoſe, "if ſuch Act ſhall be thought neceſſary, then Mr. *Harriſon's* Truſtees to "be at Liberty to proceed in a Court of Equity to compel ſuch Sales, "and to obtain from ſuch Sales the Purchaſe Money for the ſaid chief "Rent and the Coſts of ſuch Suit; and from the paſſing of ſuch Act "until ſuch Sale ſhall be completed, the Truſtees of Mr. *Harriſon* ſhall "be entitled to receive the whole Rents and Profits of the ſaid Premiſes, "on account of the Rent and Arrears of Rent then due. By the original "Agreement Mr. *Harriſon* was to defray One-half of the Expence of "erecting a Weir, cutting a Goit, and raiſing Embankments, and to

"keep

" keep them in Repair, in Conſideration of which, and for the Water, an " increaſed Rent of Fifty-ſeven Pounds Ten Shillings *per Annum* was " to be paid by Mr. *Mallalieu*; (*videlicet*),

" 10 Acres at 5*l.* 5*s.* - - -	£ 52	10	0
" Water Rent - - - -	57	10	0
	£ 110	0	0

" It is now agreed by the Parties that the Water Rent ſhall be given up to " Mr. *Mallalieu's* Truſtees, as a fair Equivalent for the Expence they will " ſuſtain in erecting, making, and maintaining the ſaid Weir, Sluice, and " Embankments, and releaſing Mr. *Harriſon's* Truſtees from ſuch Part of " the ſame Expences as they would have incurred in erecting, making and " maintaining the Weir, Sluice, and Embankments under the original " Agreement. The Reſerved Rent under the new Agreement ariſes " as follows, *viz.*

" Lancaſhire Acres 62 *A.* 1 *R.* 32 *P.* at 5*l.* 5*s.* *per Ann.*	£ 327	17	3
" Deduct Leys and Taxes as *per* Agreement - -	26	19	7
	£ 300	17	8

" 150*l.* is allowed to be retained by Mr. *Mallalieu's* Truſtees out of the " Arrears of Rent in reſpect of the Navigable Canal mentioned in the " ſaid original Agreement, and for any Claims he may be ſuppoſed " to have had for gripyarding, draining and making the Roads: The " Parties have ſettled theſe little Points to their mutual Satisfaction " in the Accounts Current drawn out ſeparately from the Rent Ac- " count. Mr. *Mallalieu's* Truſtees are ſatisfied with the Road leading " through Mr. *Egerton's* Land to *Woodhall* as to its being properly ſecured " and made; an Account Current has been drawn out with reſpect " to the Rent due for the Premiſes, and agreed to by the Parties, by " which there appears to be a Balance due to Mr. *Harriſon's* Truſtees " upon the Twenty-fifth Day of *March* One thouſand eight hundred " and twelve, of One thouſand two hundred and eleven Pounds, Eighteen " Shillings and Sevenpence, after deducting the One hundred and fifty " Pounds above mentioned; which Balance is to bear lawful Intereſt " from the ſame Twenty-fifth Day of *March*, and the ſame Balance or " ſo much thereof as ſhall be then due ſhall alſo be paid out of the " Purchaſe Money on the Completion of the Conveyance as afore- " ſaid." And reciting that the Truſtees of both the ſaid Teſtators were in Want of Funds to perform the Truſts, and that the ſaid Agreement would be very beneficial to all Parties intereſted in the Premiſes, provided it could be carried into Effect, but that the Parties had entered upon the ſame only, upon Condition that the ſaid Court ſhould approve thereof, and that they were alſo adviſed that though the Court ſhould approve thereof, it might be neceſſary to obtain the Aid of the Legiſlature to give it full Effect; and reciting that the Lands and Premiſes agreed to be ſold as aforeſaid, by the ſaid Teſtator *James Harriſon* to the ſaid Teſtator *James Mallalieu*, were deviſed to the Truſtees for the Purpoſes in the ſaid Teſtator *James Harriſon's* Will mentioned, and that there was no Perſon in Exiſtence who could convey the legal Eſtate, for that the ſaid *James Harriſon* the Younger, the firſt Tenant in Tail, was an Infant of tender Years, and a marketable Title could not be had without an Act of Parliament, even if no Difficulty aroſe under the Act of Parliament hereinbefore recited,

recited, but that in the Second Schedule to that Act annexed, which contains a Deſcription of the Lands and Hereditaments to be ſold under the Authority of that Act, the Lands and Premiſes which were the Subject of the Agreement between the ſaid *James Harriſon* and *James Mallalieu* were not deſcribed, mentioned, or referred to, but that the Intereſt in Diſpute between the Parties is deſcribed as a Chief or Fee Farm Rent of Three hundred Pounds Seventeen Shillings and Eight-pence a Year, iſſuing with Two other Rents out of Land and Premiſes within *Reddiſh*, and that the ſaid *James Mallalieu* the Teſtator, was deſcribed as the Tenant; ſo that under the ſaid Act the Truſtees had Power to ſell only a Rent, which though ultimately and upon the Completion of the Contract, the Intereſt belonging to the Eſtate of the ſaid *James Harriſon* would be a Rent of that Amount, yet that there was no good Title to it, and that there could be none without another Act of Parliament to correct the Miſtake which had been made in framing the ſaid Schedule; it was ordered that it ſhould be referred to the ſaid Maſter to enquire and certify how far the Intereſts of any Perſons under Diſabilities, or the Intereſts of Parties to come into *eſſe* in the Real or Perſonal Eſtates of the ſaid Two Teſtators in the Pleadings named, would be affected by the Arrangement or Agreement mentioned in the ſaid Petition, and whether it would be for the Benefit of ſuch Perſons, that ſuch Arrangement or Agreement ſhould be ſubſtituted for the ſaid Agreement bearing Date the Fifth Day of *November* One thouſand ſeven hundred and ninety nine, and mentioned in the Pleadings, and whether it would be for the Benefit of all Parties intereſted in the Real and Perſonal Eſtates of the ſaid Two Teſtators in the Pleadings named, that the Arrangement or Agreement in the Petition mentioned, or any other and what Arrangement or Agreement ſhould be ſubſtituted for the Agreement entered into by the ſaid Teſtators in their Lifetime, and mentioned in the Pleadings, and likewiſe to enquire and certify how far the Intereſts of any Perſons under Diſabilities, or of Parties to come into *eſſe* in ſuch Real and Perſonal Eſtate reſpectively, would be affected by the Arrangement or Agreement in the Petition mentioned, or by ſuch other Arrangement or Agreement as the ſaid Maſter ſhould approve, and in what reſpects their Intereſts under the ſame would differ from their Intereſts under the Agreement entered into by the ſaid Teſtator, and mentioned in the Pleadings; and alſo to certify whether it would be neceſſary or proper for the Parties in theſe Cauſes to apply for an Act of Parliament to give Effect to the Arrangement or Agreement (if any) to be approved of by the ſaid Maſter; and the ſaid Maſter was alſo to ſtate any Circumſtances that ſeemed proper to him, and report the Reſult of his ſaid Enquiries with his Opinion thereon to the Court: And whereas the ſaid Maſter, by his Report bearing Date the Fourth Day of *May* One thouſand eight hundred and thirteen, certified that he had proceeded to conſider the ſaid laſt recited Arrangement or Agreement, and to compare the ſame with the ſaid Agreement of the Fifth Day of *November* One thouſand ſeven hundred and ninety-nine, in the ſaid Petition and Order mentioned; and that it appeared to him that the Differences between the Firſt and Second Agreements, ſo far as the ſaid Firſt Agreement was reſcinded or altered, or added to by the ſaid Second Agreement, were as follows, to wit: The Firſt of the ſaid Differences is, that the Weir, Goits, and Embankments which by the Second Article of the ſaid Firſt or original Agreement were to be made and for ever ſupported and kept in good Repair by the Teſtator *Harriſon*, and towards the Expences of which the Teſtator *Mallalieu* was by the Third

Maſter's Report of the 4th May, 1813.

Article of the ſame Agreement, to pay One-half, are under the new Agreement to be made wholly by and at the Expence of the Truſtees of the Will of the Teſtator *Mallalieu*, their Heirs and Aſſigns, and in Conſideration thereof the ſaid laſt mentioned Truſtees are to be releaſed from the Yearly Sum or Rent in Fee of Fifty-ſeven Pounds Ten Shillings, Part of the Yearly Rent of One hundred and Ten Pounds, which, by the Fifth Head of the ſaid original Agreement, the Teſtator *Mallalieu* agreed to pay to the Teſtator *Harriſon* for ever; and in reſpect of this Difference, it appeared to him by the Affidavit therein referred to, that the Releaſe by the ſaid Teſtator *Harriſon's* Truſtees to the Teſtator *Mallalieu's* Truſtees of the above Yearly Sum or Rent in Fee of Fifty-ſeven Pounds Ten Shillings would be a fair Equivalent for the Moiety or Half of the Expences which *Harriſon's* Truſtees muſt have ſuſtained in erecting, making, and for ever ſupporting and keeping in Repair the intended Weir, Goits, and Embankments; and that inaſmuch as the Perſonal Eſtate of the Teſtator *Harriſon* had been exhauſted in the Payment of his Debts, and there was not any Fund except the Monies ariſing from the Sale of his Real Eſtates, out of which One Moiety of the Expences of erecting, making, and for ever ſupporting and keeping in Repair the ſaid Weir, Goits, and Embankments could be paid; and alſo inaſmuch as the Truſtees under the Teſtator *Harriſon's* Will were unwilling to enter into Covenants to bear One Moiety of the Expence of erecting, making, and for ever ſupporting and keeping in Repair the ſaid Weir, Goits, and Embankments; and as it would be inconvenient to ſet apart a Fund from the Proceeds of the Sales of his Real Eſtates for thoſe Purpoſes, eſpecially as the ſame involved one Moiety of the Expences of re-building the Weir from Time to Time, as often as the ſame ſhould be broken down, carried away, or damaged by Floods, Ice, or other Accidents; and inaſmuch as the Truſtees under Mr. *Mallalieu's* Will, their Heirs and Aſſigns, might at future Periods of Time find it very difficult, if not impoſſible, to obtain a Performance of the ſaid original Agreement in that reſpect, as well from a Failure of the Fund to be ſet apart for that Purpoſe as from a Difficulty of finding out Perſons liable to the Performance thereof; he was therefore of Opinion that it would be for the Convenience and Benefit of the Real and Perſonal Eſtates of each of the ſaid Two Teſtators, that the ſaid Firſt or original Agreement ſhould, in the ſaid Firſt Article of Difference, be varied and departed from as propoſed by the ſaid Second Agreement: And it further appeared to him that the Second Difference between the ſaid Two Agreements was as follows, to wit; By the ſaid original Agreement the Conſideration for the Sale of the Premiſes was a Yearly Rent in Fee to be reſerved to the Teſtator *Harriſon*, to wit, the ſaid Rent of One hundred and ten Pounds, and the further Rent of Five Guineas *per* Acre, *Lancaſhire* Meaſure, for the Remainder of the *Woodhall* Farm, together with the Houſing and Buildings thereon, but the Amount of the Leys and Taxes then payable out of *Woodhall* Farm was to be deducted from the groſs Amount of the ſaid Annual Rent: And it appeared to him by the Affidavits therein referred to, that the net Amount of the ſaid Rents in Fee taken together after the Deductions aforeſaid, and after the further Allowance of the ſaid Sum of Fifty-ſeven Pounds Ten Shillings, Part of the ſaid Yearly Rent of One hundred and ten Pounds agreed to be releaſed as aforeſaid, would be Three hundred Pounds Seventeen Shillings and Eight-pence *per Annum*, that is to ſay, the Land compriſed in the ſaid Remainder of the ſaid *Woodhall* Farm, being in Quantity Fifty-two Acres, One Rood, and

Thirty-two Perches, *Lancaſhire* Meaſure; the ſaid groſs Rent thereof at Five Guineas *per* Acre, amounts to Two hundred and ſeventy-five Pounds Seven Shillings and Three-pence, which Sum being added to the Yearly Sum of Fifty-two Pounds Ten Shillings, Reſidue of the ſaid Rent or Sum of One hundred and ten Pounds, after deducting the Sum of Fifty-ſeven Pounds Ten Shillings now agreed or propoſed to be releaſed on the Conſiderations aforeſaid, they make together the Sum of Three hundred and twenty-ſeven Pounds Seventeen Shillings and Three-pence; but the Amount of the ſaid Leys and Taxes which, as computed and ſettled by the ſaid Teſtator *Harriſon* in his Life Time with the ſaid Teſtator *Mallalieu* in his Life Time, amounts to Twenty-ſix Pounds Nineteen Shillings and Seven-pence, being deducted from the ſaid Sum of Three hundred and twenty-ſeven Pounds Seventeen Shillings and Three-pence there remains the Sum of Three hundred Pounds Seventeen Shillings and Eight-pence, as the Amount of the Net Annual Rent in Fee payable by the Truſtees of the ſaid Teſtator *Mallalieu* to the Truſtees of the ſaid Teſtator *Harriſon*, which ſaid Sum of Three hundred Pounds Seventeen Shillings and Eight-pence was, as further appeared to him by the ſaid laſt mentioned Affidavits, conſidered by the ſaid Teſtator *Harriſon* and by the ſaid Teſtator *Mallalieu*, in their Liſetimes, to be the clear Annual Rent for the ſaid Premiſes compriſed in the ſaid original Agreement, the ſaid Teſtators having mutually regarded the ſaid Annual Rent or Sum of Fifty-ſeven Pounds Ten Shillings as the Value of and Compenſation for the ſaid Teſtator *Harriſon's* Moiety of the Expences of erecting, ſupporting, and keeping in Repair the ſaid Weir, Goits, and Embankments as aforeſaid: And he further found that in Conſequence of the Truſtees of the ſaid Teſtator *Harriſon* having, for the Reaſons aforeſaid, computed and conſidered the ſaid Sum of Three hundred Pounds Seventeen Shillings and Eight-pence, as the true Amount of the ſaid Annual Sum or Rent in Fee, it was ſo ſtated in the ſaid Second Schedule to the ſaid Act of Parliament annexed, although in Fact the ſaid Annual Sum or Rent in Fee, after deducting the ſaid Amount of Leys and Taxes, would amount to the Sum of Three hundred and fifty-eight Pounds Seven Shillings and Eight-pence, ſuppoſing the Covenant or Agreement of the ſaid Teſtator *Harriſon* in reſpect of the ſaid Weir, Goits, and Embankments to be performed by his ſaid Truſtees or the Parties beneficially claiming under him the ſaid Teſtator; and the ſaid Annual Sum or Rent in Fee of Three hundred Pounds Seventeen Shillings and Eight-pence, inſtead of Three hundred and fifty-eight Pounds Seven Shillings and Eight-pence, was conſequently by the ſaid Act of Parliament directed to be ſold by the Truſtees appointed by the ſaid Act; and the ſaid Truſtees of the ſaid Teſtator *Harriſon's* Will, acting upon the ſame Computation, and having agreed as aforeſaid to releaſe Fifty-ſeven Pounds Ten Shillings, Part of the ſaid Annual Sum or Rent in Fee, and thereby expreſsly to reduce the ſame to the ſaid Sum of Three hundred Pounds Seventeen Shillings and Eight-pence, have contracted to ſell that Rent to the Truſtees under the ſaid Teſtator *Mallalieu's* Will, for the Sum of Five thouſand four hundred and ſixteen Pounds Eight Shillings, to be paid out of the Proceeds of the Sale of the ſaid Premiſes; and it appeared to him by the ſaid laſt Affidavit, that the ſaid Sum of Five thouſand four hundred and ſixteen Pounds Eight Shillings is a fair Price as between the ſaid Parties for the above Yearly Rent or Sum in Fee of Three hundred Pounds Seventeen Shillings and Eight-pence: That inaſmuch as the ſaid Rent is a full Rack Rent for the ſaid Premiſes in their

preſent State, it would not probably be purchaſed by a Stranger, at the ſame Number of Years' Purchaſe as would be given for better ſecured Rents iſſuing out of Premiſes of greater proportionate Value, but is equally good in point of Security to the Truſtees under the Teſtator *Mallalieu's* Will with any other Rent, becauſe they are the Perſons liable to the Payment of it, and on that account they can prudently give a better Price for it than would be given by Strangers; and that it is highly deſirable for them to purchaſe it, becauſe when the Premiſes are diſcharged from that Rent they may be ſold in ſmall Lots free from Encumbrances, and may be expected to produce in that Way higher Prices than if each of ſuch Lots were liable to the Rent payable for the whole: And it being further agreed by the ſaid laſt Agreement, that the ſaid Sum of Five thouſand four hundred and ſixteen Pounds Eight Shillings, the ſaid Purchaſe Money for the Rent, ſhould be paid out of the Proceeds of the Sale of the Lands by the ſaid Truſtees under the Teſtator *Mallalieu's* Will, the ſaid Second Difference between the ſaid Two Agreements will be the more convenient to his Eſtate, there being no Aſſets of the ſaid Teſtator *Mallalieu* applicable to that Purpoſe; and he was therefore of Opinion that it would be for the Convenience and Benefit of both the ſaid Teſtator's Eſtates, that the ſaid Firſt or original Agreement ſhould, in reſpect alſo of the ſaid Second Article of Difference, be varied and departed from as propoſed by the ſaid Second Agreement: And it further appeared to him, that there is a Third Difference between the ſaid Two Agreements, as follows; that is to ſay, inſtead of the Performance by the Truſtees of the Teſtator *Harriſon* of his various Covenants and Agreements in the Seventh, Ninth, and Tenth Articles of the ſaid original Agreement as thereinbefore ſet forth, it is by the ſaid Second Agreement agreed or propoſed, that the Truſtees under the ſaid Teſtator *Mallalieu's* Will ſhall, in conſideration of the Sum of One hundred and fifty Pounds to be retained by them out of the Arrears of the ſaid Rent, releaſe their Claims on the Teſtator *Harriſon's* Truſtees on account of the Navigable Canal therein mentioned, and which it was mutually agreed ſhould not be made, and any Claims which Mr. *Mallalieu* might be ſuppoſed to have had for gripyarding, draining and making the Roads as therein mentioned, except the Right to the ſaid Road from the Navigation Bridge therein deſcribed, and with reſpect to the ſaid laſt mentioned Difference he found that it was not thought eligible by either of the Parties that the propoſed Canal ſhould be made, becauſe the Expence of it as is computed would far exceed the probable Advantage to be derived from it; and he found by the Affidavit therein referred to, that the ſaid Opinion is well founded, and that the ſaid Sum of One hundred and fifty Pounds is a fair Equivalent for any Benefit that could be derived by the Eſtate of the ſaid Teſtator *Mallalieu* from the Eſtate of the ſaid Teſtator *Harriſon*, being ſubjected to the heavy Expences of the different Works contracted for by him in the ſaid Seventh, Ninth, and Tenth Articles of the ſaid Firſt Agreement, as therein and hereinbefore mentioned, including his Contribution of One hundred and fifty Pounds to the making of the ſaid Navigable Canal; and he was therefore of Opinion, that it would be for the Benefit of both the ſaid Teſtator's Eſtates that the ſaid Firſt or original Agreement ſhould, in reſpect alſo of the ſaid Third Article of Difference, be varied and departed from as propoſed by the ſaid Second Agreement; and he did not find that there was any other Difference between the ſaid Two Agreements by which the ſaid Two Eſtates, or either of them, were likely

likely to be benefited or prejudiced; and in respect to the particular and respective Interests of any Persons under Disabilities, or of Parties to come into *esse* in the Real and Personal Estates of the said Two Testators, he was of Opinion that inasmuch as all and singular the Manors or Lordships, Messuages, Farms, Lands, Tenements, Rents, and Hereditaments, late the Estate of the said Testator *Harrison*, and which were devised by his Will as aforesaid, are directed by the said Act of Parliament to be sold, and the Purchase Monies to be applied in the First Place in Payment of his Debts then unsatisfied, and certain Legacies and Costs therein mentioned, and the Residue to be invested in the Purchase of other Real Estates, to be limited to the subsisting Uses declared by the said Testator *Harrison's* Will of the Lands so to be sold; and inasmuch as all the Charges to which his Estate would be liable for making, supporting, and keeping in Repair the said Weir, Goits, and Embankments, and performing his other Agreements aforesaid under the original Agreement, which the said Second Agreement proposes to release and commute, would fall upon and must be borne by the Persons entitled under the said Testator *Harrison's* Will, to the Yearly Rent in Fee, which as to the said Sum of Fifty-seven Pounds and Ten Shillings is to be released, and other his Real Estates, his Personal Estates being exhausted in Payment of his Debts; and inasmuch as the Real Estates of the Testator *Mallalieu* are directed to be sold, and the Proceeds of his Real and Personal Estates are to be applied in the same Manner under his Will, the Interests therefore of any Persons under Disabilities, or of Parties to come into *esse*, in the Real and Personal Estates of the said Two Testators respectively, cannot otherwise be affected by the said Second Agreement or Arrangement in the said Petition and in the said Order mentioned, than as the same generally affects the Value of the said Two Estates respectively, which for the Reasons thereinbefore mentioned, he was of Opinion that it did only to their mutual Benefit, and for the Benefit of all Persons interested therein, and he was therefore of Opinion that it would be for the Benefit of all such Persons under Disabilities, or to come in *esse*, and of all other Persons interested in the Real and Personal Estates of the said Two Testators, that the said Second Arrangement or Agreement in the said Order mentioned should be substituted for the Agreement bearing Date the Fifth Day of *November* One thousand seven hundred and ninety-nine, mentioned in the Pleadings and hereinbefore stated; and in respect of the Necessity of applying for an Act of Parliament, as in the said Order mentioned, he was of Opinion that inasmuch as the said Testator *James Harrison*, after having by the original Agreement contracted to sell the Premises aforesaid to the said Testator *James Mallalieu*, made his Will, and thereby devised the Premises, by a particular Description, to his eldest Son *James Harrison* for Life, with Remainder to Trustees to preserve Contingent Remainders, with Remainder to Trustees for a Term of Years, to raise Portions for younger Children of the Testator's Son *James Harrison*, with Remainder to the First and other Sons of the Testator's Son *James Harrison* in Tail, with divers Remainders over; and as the said Testator's Son, the Defendant *James Harrison* the Elder has Issue an eldest Son, namely, the Defendant *James Harrison* the Younger, an Infant, now of the Age of Eleven Years or thereabouts, who is now Tenant in Tail in Remainder of the legal Estate in the said Premises; and as the said Premises which were directed by the said Act to be vested in the Trustees therein named, in Trust to be sold, were by Mistake described in the Schedule to the said Act as a Yearly Rent in Fee of Three hundred Pounds Seventeen Shillings

and

and Eight-pence; and inaſmuch as by reaſon of the ſaid Limitation, in ſtrict Settlement of the ſaid Premiſes under the ſaid Will of the ſaid Teſtator *James Harriſon*, and the Infancy of his ſaid Grandſon, and the ſaid Miſtake in the Deſcription of the ſaid Premiſes in the ſaid Schedule to the ſaid Act, the ſaid Truſtees are unable, without the Aid of Parliament, to make a good Title to and Conveyance of the ſaid Premiſes to the Truſtees under the Will of the ſaid *James Mallalieu*, in Conformity either with the ſaid original Agreement or the ſaid new Agreement; and inaſmuch as the ſaid Truſtees under the Will of the ſaid *James Mallalieu* are alſo unable to purchaſe the ſaid Yearly Rent in Fee of Three hundred Pounds Seventeen Shillings and Eight-pence, in order to enable them to ſell the Premiſes in ſmall Lots, diſcharged of the ſaid Rent, and in other reſpects to carry the ſaid Agreement or Arrangement into full Execution on their Part, it will be neceſſary and proper for the Parties in theſe Cauſes to apply for an Act of Parliament, to give Effect to the Arrangement or Agreement ſo approved of by him as thereinbefore ſtated: And whereas by another Order of the ſaid Court of Chancery, bearing Date the Eighth Day of *May* One thouſand eight hundred and thirteen; it was ordered that the Maſter's ſaid Report of the Fourth Day of the ſame Month of *May* ſhould be confirmed, and that the Parties ſhould be at Liberty to apply to Parliament for an Act to give Effect to the Arrangement or Agreement mentioned in the ſaid Maſter's ſaid Report, and approved of by him: And whereas the ſaid *James Harriſon* (the Eldeſt Son of the ſaid Teſtator *James Harriſon*,) ſince the paſſing of the ſaid recited Act, hath Iſſue by the ſaid *Elizabeth* his now Wife, Four other Children (*viz.* *Frances Jane Harriſon*, *Robert Harriſon*, *Henry Harriſon*, and *Penelope Harriſon*,) all now Infants under the Age of Twenty one Years: And whereas the ſaid *Robert Harriſon* (the Second Son of the ſaid Teſtator *James Harriſon*,) hath no Iſſue by the ſaid *Jane* his Wife: And whereas the ſaid *Henry Harriſon*, (the Third Son of the ſaid Teſtator *James Harriſon*,) in the Month of *July* in the Year One thouſand eight hundred and twelve, intermarried with *Mary Ann Buckley*, and hath no Iſſue: And whereas the ſaid *Frances Harriſon*, (one of the Two Daughters of the ſaid Teſtator *James Harriſon*,) in the Month of *October* in the Year One thouſand eight hundred and ſeven, intermarried with (and is now the Wife of) *Charles Philips Johnſtone*; and the ſaid *Mary Harriſon*, (the other Daughter of the ſaid Teſtator *James Harriſon*) is unmarried: And whereas it will be of great Benefit and Advantage to the ſeveral Perſons beneficially intereſted under the ſaid recited Wills of the ſaid Teſtators *James Harriſon* and *James Mallalieu*, that the ſaid ſecondly recited Contract or Agreement, whereon the ſaid Maſter hath made his Report as aforeſaid, ſhould be carried into Execution; but inaſmuch as the ſame cannot be carried into Effect by reaſon of the Limitations contained in the ſaid Will of the ſaid *James Harriſon*, and of the ſaid *James Harriſon* the Grandſon of the ſaid Teſtator, *James Harriſon* being yet an Infant, without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *James Harriſon* the Son of the ſaid Teſtator *James Harriſon*, by and on Behalf of himſelf and his Eight Infant Children, (*videlicet*) the ſaid *James Harriſon*, *John Jeſſon Harriſon*, *Mary Catharine Harriſon*, *Elizabeth Harriſon*, *Frances Jane Harriſon*, *Robert Harriſon*, *Henry Harriſon*, and *Penelope Harriſon*; and alſo the ſaid *Robert Harriſon*, *Henry Harriſon*, *Charles Philips Johnſtone*, and *Frances* his Wife, and *Mary Harriſon*;

Order of the Court of Chancery of the 8th May 1813, for confirming the Maſter's Report.

Preſent State of the Families of the Teſtator Harriſon's Children, *viz.* of James Harriſon.

Of Robert Harriſon.

Of Henry Harriſon.

Of Francis Harriſon.

And of Mary Harriſon.

Harriſon; and alſo the ſaid *Mary Harriſon* the Widow, *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, as Truſtees of the ſaid Teſtator *James Harriſon* as aforeſaid; and alſo the ſaid *Elizabeth Mallalieu* the Widow, by and on Behalf of herſelf and her ſaid Six Infant Children (*viz.*) *Elizabeth Mallalieu*, *William Mallalieu*, *Edward Mallalieu*, *Mary Mallalieu*, *Frederick Walton Mallalieu*, and *Henry Martin Mallalieu*; and alſo the ſaid *Frank Mallalieu*, and *Pearſon Walton*, as Truſtees of the ſaid Teſtator *James Mallalieu*, do moſt humbly beſeech 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 from and immediately after the paſſing of this Act ſo much of the ſaid recited Act of the Forty-ſeventh Year of the Reign of His preſent Majeſty, as enacts, that the chief or Fee Farm Rent of Three hundred Pounds Seventeen Shillings and Eight-pence, compriſed in the Second Schedule thereto annexed and therein mentioned, to be iſſuing out of Lands and Premiſes within *Reddiſh* aforeſaid, and which by the ſaid recited Act was veſted in the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *William Fox*, and their Heirs in Truſt for Sale for the Purpoſes therein mentioned, ſhall be and the ſame is hereby repealed and declared to be null and void to all Intents and Purpoſes whatſoever.

Such part of Act of 47 Geo. 3 repealed as regards a Fee Farm Rent of 300*l.* 17*s.* 8*d.*

The Premiſes compriſed in the Agreement of the 5th of November 1799, veſted in Truſtees to be ſold.

II. And be it further enacted, That all and ſingular the ſaid Meſſuage or Tenement called *Woodhall*, together with the Lands, Buildings, Water Fall, Privileges and Hereditaments compriſed in the ſaid recited Agreement of the Fifth Day of *November* One thouſand ſeven hundred and ninety-nine, and ſo deviſed by the ſaid Will of the ſaid Teſtator *James Harriſon* as aforeſaid, ſituate, lying, and being in *Reddiſh* in the County of *Lancaſter*, and *Brinnington* in the County of *Cheſter*, or one of them, and more particularly deſcribed and compriſed in the Schedule to this Act annexed, together with their and every of their Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, ſhall from and immediately after the paſſing of this Act be veſted in, and the ſame are hereby henceforth veſted in the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, their Heirs and Aſſigns, to the Uſe of them the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, their Heirs and Aſſigns for ever, freed and for ever diſcharged from all and every the Uſes, Eſtates, Truſts, Powers, Proviſoes, Conditions, Charges, and Limitations, in and by the ſaid recited Will of the ſaid Teſtator *James Harriſon* deceaſed, limited, expreſſed and declared of and concerning the ſame Hereditaments and Premiſes upon Truſt nevertheleſs; that they the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, do and ſhall, at the Requeſt and by the Direction and Appointment of the ſaid *Pearſon Walton* and *Frank Mallalieu*, or of the Survivor of them, or the Heirs of ſuch Survivor, teſtified by ſome Writing under their Hands and Seals or Hand and Seal, grant, convey, and aſſure the ſame Hereditaments and Premiſes, with their reſpective Rights, Members, and Appurtenances, either together or in Lots, unto any Perſon or Perſons whomſoever with whom the ſaid *Pearſon Walton* and *Frank Mallalieu*, or the Survivor of them, or the Heirs of ſuch Survivor,

vivor, shall contract or agree for the Sale thereof, either by public Auction or private Contract, for the best Price or Prices in Money that can be reasonably had or obtained for the same, and to the Heirs and Assigns of such Purchaser or respective Purchasers thereof, or to such other Person or Persons, and to such Uses and in such Manner as such Purchaser or Purchasers, his, her, or their Heirs shall direct, freed and absolutely discharged as hereinbefore is mentioned, and also freed and absolutely discharged of and from the said chief or Fee Farm Rent of Three hundred Pounds Seventeen Shillings and Eight-pence, and all and every other the Rent or Rents mentioned or agreed to be reserved by or under the said recited Contracts or Agreements, or either of them.

Receipts of Trustees to be a good Discharge to Purchasers.

III. And be it further enacted, That the Monies to arise by the Sale of all or any Part or Parts of the said Hereditaments and Premises hereby made saleable as aforesaid, shall be paid by the Purchaser or respective Purchasers thereof, unto the said *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harrison*, or the Survivors or Survivor of them, his Heirs, Executors, or Administrators; and that the Receipt or Receipts of them the said *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harrison*, or the Survivors or Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, shall from Time to Time be a good and sufficient Release and Discharge to the Purchaser or respective Purchasers, for the Money for which the said Hereditaments and Premises shall be so sold, or for so much thereof as in such Receipt or Receipts shall be expressed or acknowledged to be received; and that after such Receipt or Receipts shall be given, such Purchaser or Purchasers, and his, her or their Heirs, Executors, Administrators, or Assigns shall not be obliged to see to the Application of the same Purchase Monies or any Part thereof, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same or of any Part thereof.

The Trustees of Mr. Harrison to receive 5416*l.* 8*s.* for the Purchase of the Fee Farm Rent of 300*l.* 17*s.* 8*d.* and further Sums for Arrears of the same Rent.

IV. And be it further enacted, That it shall and may be lawful to and for the said *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harrison*, and the Survivors and Survivor of them, and the Heirs, Executors, or Administrators of such Survivor and they and he are and is hereby authorised and required to retain, receive, and take by and out of the first clear Monies which shall arise from the Sale of the said Hereditaments and Premises hereby made saleable as aforesaid, the Sum of Five thousand Four hundred and sixteen Pounds Eight Shillings, of lawful Money of *Great Britain*, for the Purchase of the said chief or Fee-Farm Rent of Three hundred Pounds Seventeen Shillings and Eight-pence; and also the further Sum of One thousand two hundred and eleven Pounds Eighteen Shillings and Seven-pence, so due and owing for Arrears of the same Rent to the Twenty-fifth Day of *March* One thousand eight hundred and twelve, together with lawful Interest thereon from that Day up to the Time of Payment thereof; and also such further Sums as shall have become due for the growing Payments of the same Rent, or of any Part or Proportion thereof respectively, from that Day, up to and until the Time or respective Times when the Purchase Money for the same shall be wholly paid off and discharged as aforesaid; which said several Sums shall be so received and taken as a full Compensation and Satisfaction for the same chief or Fee-Farm Rent of Three hundred Pounds Seventeen Shillings and Eight-pence; and of all other Estate, Right, Interest, Claim,

and

and Demand, which they the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, or the Survivors or Survivor of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, as Truſtees of the ſaid Teſtator *James Harriſon* deceaſed, as aforeſaid, or any of them, or any other Perſon or Perſons claiming or to claim by, from, or under the ſaid Will of the ſaid *James Harriſon* deceaſed, have or hath, or can or may have, or claim or be intitled to, in the ſame Hereditaments and Premiſes under and by virtue of the ſaid recited Contracts or Agreements, or either of them, or of any Stipulation, Article, Matter, or Thing therein expreſſed or contained; and from and after ſuch ſeveral Sums as aforeſaid ſhall have been ſo retained, received, and taken as aforeſaid, that the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor ſhall forthwith pay over all the Reſidue of ſuch clear Monies which ſhall come to heir or his Hands, unto the ſaid *Pearſon Walton* and *Frank Mallalieu*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, whoſe Receipt or Receipts ſhall be a good and ſufficient Releaſe and Diſcharge for the Monies ſo to be received.

The Truſtees of Mr. Harriſon to ſtand poſſeſſed of the 5416*l.* 8*s.* upon ſame Truſts as are declared by the Act concerning the Monies to ariſe from the ſale of the Hereditaments therein compriſed.

V. And be it further enacted, That they the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, and the Survivors and Survivor of them, and the Heirs, Executors, Adminiſtrators, or Aſſigns of ſuch Survivor do and ſhall ſtand and be poſſeſſed of and intereſted in the ſaid Sum of Five thouſand four hundred and ſixteen Pounds Eight Shillings, (after Payment thereout of One Moiety or equal Half Part of the Coſts, Charges, and Expences incident to and attending the obtaining and paſſing of this Act,) upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents, and Purpoſes as in and by the ſaid recited Act are expreſſed, declared, and contained of and concerning the Monies to ariſe from the Sale of the Hereditaments and Premiſes thereby made ſaleable, or ſuch and ſo many of them as ſhall be then ſubſiſting, undetermined and capable of taking effect.

And to ſtand poſſeſſed of the Sums received for Arrears of ſaid Fee Farm Rent upon Truſt to apply the ſame in like Manner as the Rents and Profits of the other Truſt Eſtates.

VI. And be it further enacted, That the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon*, or the Survivors and Survivor of them, and the Heirs, Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, do and ſhall ſtand and be poſſeſſed of and intereſted in the ſaid Sum of One thouſand two hundred and eleven Pounds Eighteen Shillings and Seven-pence with the Intereſt thereon as aforeſaid; and alſo ſuch further Sums as ſhall have become due for the growing Payments of the ſaid Rent of Three hundred Pounds Seventeen Shillings and Eight-pence as aforeſaid, in Truſt to pay, apply and diſpoſe of the ſame unto ſuch Perſon or Perſons and in ſuch and the like Manner as the Rents and Profits of the Eſtates by the ſaid recited Act, veſted in Truſt to be ſold, are thereby made payable and applicable until ſuch Sale or Sales ſhall be made.

After the Truſtees of Mr. Harriſon are ſatisfied to convey the remaining Eſtates to the Truſtees of Mr. Mallalieu.

VII. And be it further enacted, That when and ſo ſoon as the ſaid Sum of Five thouſand four hundred and ſixteen Pounds Eight Shillings and the ſaid further Sum of One thouſand two hundred and eleven Pounds Eighteen Shillings and Seven-pence, and the Intereſt of ſuch laſt mentioned Sum; and alſo the further growing Payments of the ſaid chief or Fee Farm Rent as aforeſaid, ſhall have been fully paid off and diſcharged to the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert*

Robert Harriſon, or the Survivors or Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, either out of the Monies to ariſe from ſuch Sale or Sales as aforeſaid, or out of the Rents, Iſſues, and Profits of the ſaid Premiſes or otherwiſe, by the ſaid *Pearſon Walton* and *Frank Mallalieu*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor; they the ſaid *Richard Atherton Farington*, *Dauntеſey Hulme*, and *Robert Harriſon*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall, at the Requeſt, Coſts, and Charges of the ſaid *Pearſon Walton* and *Frank Mallalieu*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, convey and aſſure unto them the ſaid *Pearſon Walton* and *Frank Mallalieu*, their Heirs and Aſſigns, (nevertheleſs upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents, and Purpoſes, and with ſuch Powers of Sale, and of giving effectual Receipts and Diſcharges for the Purchaſe Monies as are mentioned, expreſſed, or declared in and by the ſaid Will of the ſaid *James Mallalieu* deceaſed, of and concerning his Real Eſtates thereby deviſed in Truſt to be ſold, or ſuch and ſo many of them as ſhall then be ſubſiſting undetermined and capable of taking effect,) all and ſingular ſuch and ſo many and ſuch Part and Parts of the ſaid Hereditaments and Premiſes hereby made ſaleable as aforeſaid, as ſhall not then have been conveyed by them the ſaid *Richard Atherton Farington*, *Dauntеſey Hulme*, and *Robert Harriſon*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, to any ſuch Purchaſer or Purchaſers, or other Perſon or Perſons as aforeſaid.

The Truſtees of Mr. Mallalieu to ſtand poſſeſſed of the Reſidue of ſuch Purchaſe Monies upon the Truſts of Mr. Mallalieu's Will.

VIII. And be it further enacted, That the ſaid *Pearſon Walton* and *Frank Mallalieu*, and the Survivors and Survivor of them, and the Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, ſhall ſtand and be poſſeſſed of and intereſted in all the Reſidue and Surplus of the clear Monies to ariſe from the Sale of the ſaid Hereditaments and Premiſes hereby made ſaleable as aforeſaid, after Payment thereout of the ſaid Sum of Five thouſand Four hundred and Sixteen Pounds Eight Shillings, and the ſaid further Sum of One thouſand two hundred and eleven Pounds Eighteen Shillings and Seven-pence, and the Intereſt of ſuch laſt mentioned Sum; and alſo the further growing Payments of the ſaid chief or Fee Farm Rent as aforeſaid, and the other Moiety or equal Half Part of the Coſts, Charges, and Expences incident to and attending the obtaining and paſſing of this Act, and all the Coſts, Charges, and Expences of carrying ſuch Sales into Execution as aforeſaid, upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents and Purpoſes, as in and by the ſaid Will of the ſaid Teſtator *James Mallalieu* deceaſed, are expreſſed, declared, and contained of and concerning the Monies to ariſe from the Sale of his Eſtates thereby deviſed, or ſuch and ſo many of them as ſhall be then ſubſiſting undetermined and capable of taking effect.

Rents of the Premiſes until ſold to be received by Mr. Harriſon's Truſtees.

IX. Provided always, and be it further enacted, That in the mean Time and until ſuch Sale or Sales ſhall be made of the ſaid Hereditaments and Premiſes hereby veſted in Truſt to be ſold as aforeſaid, the ſaid *Richard Atherton Farington*, *Dauntеſey Hulme*, and *Robert Harriſon*, and the Survivors and Survivor of them, and the Heirs of ſuch Survivor, ſhall be entitled to, and ſhall have and receive the whole of the Rents and Profits of the ſame Hereditaments and Premiſes, towards the Satisfaction and Diſcharge of the ſaid ſeveral Sums which they are hereby authorized to

receive and retain for the Purchaſe Money of the ſaid Rent of Three hundred Pounds Seventeen Shillings and Eight-pence, and for the Arrears and growing Payments thereof as aforeſaid.

Coſts of Act. X. And be it further enacted, That all the Coſts, Charges, and Expences incident to, and attending the obtaining and paſſing of this Act, ſhall be paid and borne in equal Shares and Proportions, by the Truſtees for the Time being, of the ſaid Teſtators *James Harriſon* and *James Mallalieu* reſpectively, out of the Monies which ſuch Truſtees ſhall reſpectively receive under the Authority of this Act.

Second Contract declared valid. XI. And be it further enacted, That the ſaid ſecondly recited Contract or Agreement ſo entered into by the ſaid Truſtees of the ſaid Teſtators *James Harriſon* and *James Mallalieu* as aforeſaid, whereon the ſaid Maſter has made his Report as aforeſaid, ſhall be as good and valid for carrying into effect the ſeveral Matters and Things therein expreſſed or contained, and that all and every the Perſon and Perſons claiming or to claim any Eſtate, Right, or Intereſt into or out of the Hereditaments and Premiſes hereby veſted in Truſt to be ſold as aforeſaid, ſhall be bound and concluded by ſuch Contract or Agreement as fully and effectually to all Intents and Purpoſes whatſoever, and in ſuch and the like Manner as if the ſame Contract or Agreement had been entered into, and concluded by and between the ſaid Teſtators *James Harriſon* and *James Mallalieu* reſpectively, in their reſpective Lifetimes, and ſubſequent to the ſaid firſt recited Agreement of the Fifth Day of *November* One thouſand ſeven hundred and ninety-nine.

Saving Clauſe. XII. Saving always to the King's Moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, Adminiſtrators and Aſſigns (other than and except the ſaid *James Harriſon* the Son, and his Firſt and other Sons, and the Heirs of the Bodies of ſuch Sons reſpectively; and alſo except the ſaid *Robert Harriſon*, and his Firſt and other Sons, and the Heirs of the Bodies of ſuch Sons reſpectively; and alſo except the ſaid *Henry Harriſon*, and his Firſt and other Sons, and the Heirs of the Bodies of ſuch Sons reſpectively; and alſo except all and every the Daughter and Daughters of the ſaid *James Harriſon* the Son, and *Robert Harriſon*; and alſo except the ſaid *Mary Harriſon* the Daughter, and the ſaid *Charles Philips Johnſtone*, and *Frances Johnſtone* his Wife, and the Heirs and Aſſigns of the ſaid *Mary Harriſon* and *Frances Johnſtone* reſpectively; and alſo except the ſaid *Mary Harriſon* the Widow of the ſaid Teſtator *James Harriſon*, and the ſaid *Richard Atherton Farington*, *Dauntesey Hulme*, and *Robert Harriſon* as Truſtees of the ſaid Terms of One thouſand Years, Five Hundred Years, and Six hundred Years reſpectively, and the Truſtees in the ſaid Will for preſerving Contingent Remainders; and alſo except the ſaid *Elizabeth Mallalieu* the Widow, and all and every the Child and Children of the ſaid Teſtator *James Mallalieu*, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns; and alſo except the ſaid *Pearſon Walton* and *Frank Mallalieu*, their Heirs, Executors, Adminiſtrators, and Aſſigns, as ſuch Truſtees as aforeſaid; and alſo except all and every other Perſon and Perſons having or claiming or who ſhall or may hereafter have or claim, any Eſtate, Title, or Intereſt of, in,

in, or to the said Hereditaments and Premises hereby vested in Trust to be sold as aforesaid under or by virtue of the said Will of the said *James Harrison* deceased, or of the said Will of the said *James Mallalieu* deceased, or of the said recited Act, or of the said recited Contracts or Agreements, or any of them,) all the Estate, Right, Title, Interest Property, Claim, and Demand whatsoever, which they or any of them had held or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed of, in, to, or out of the same, in case this Act had not been made.

Evidence Clause.

XIII. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

The SCHEDULE to which this Act refers.

Description of Property.	Tenants' Names.	Quantity.	Rent.
A Messuage or Tenement called *Woodhall*, together with the several Closes of Land, Buildings, Waterfall, Privileges, Hereditaments and Appurtenances thereunto belonging, situate in *Reddish* in the County of *Lancaster*, and in *Brinnington* in the County of *Chester*, or one of them.	The Trustees of the late *James Mallalieu*, their Under Tenants or Assigns.	(Customary Lancashire Measure, 7 Yards to the Rod.) *A.* *R.* *P.* 62 1 32	*£* *s.* *d.* 300 17 8

R. A. Farington.

LONDON: Printed by George Eyre and Andrew Strahan, Printers to the King's Most Excellent Majesty. 1813.

