

ANNO QUADRAGESIMO SEXTO

GEORGII III. REGIS.

Cap. 84.

An Act for enabling the Guardians of *Francis Outram*, an Infant, or of the Perſons, for the Time being, entitled to the Freehold, in Poſſeſſion of the Moiety of certain Eſtates, ſituate in or near *Ancoats Lane*, *Manchester*, in the County Palatine of *Lancaſter*, during their Minorities, to carry into Execution certain Contracts, entered into with the ſeveral Perſons therein named, for Sale of Part thereof; and alſo, for enabling ſuch Guardians to convey the Reſidue in Fee Simple, for building upon, reſerving Rents, or to make Building Leaſes thereof, or to join with the Owners for the Time being, of the other Moiety of the ſame Eſtates, in carrying into Execution ſuch Contracts, and in making ſuch Conveyances or Leaſes reſpectively, and for other Purpoſes therein mentioned. [20th *June* 1806.]

Indentures of 26th and 27th Auguſt 1796.

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Twenty-ſixth and Twenty-ſeventh Days of *Auguſt* One thouſand ſeven hundred and ninety-ſix, the Releaſe of Five Parts, and made between *John Auſtin*, Brickmaker, of the Firſt Part, *John Kay*, Gentleman, of the Second Part, *William Renſhaw*, Gentleman, of the Third Part, *James Mallalieu*, Merchant, and *Benjamin Outram*, Engineer, (ſince deceaſed,) of the Fourth Part, and *John Lees*, Gentleman, of the Fifth Part, divers Plots, Pieces, or Parcels of Land and Hereditaments, therein more particularly deſcribed, ſituate in or near *Ancoats Lane*, in the Town of *Manchester*, in the County Palatine of *Lancaſter*,

caſter, were, with the Appurtenances, duly conveyed and aſſured, (ſubject to certain Rents, payable out of the ſame Premiſes,) to the Uſe of, or in Truſt for ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, as the ſaid *James Mallalieu* and *Benjamin Outram* ſhould by Deed jointly appoint, and in Default of, and until ſuch Appointment, as to One undivided Moiety thereof, to the Uſe of the ſaid *James Mallalieu*, and *John Lees*, and the Heirs and Aſſigns of the ſaid *James Mallalieu*, for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees*, of and in the ſame Moiety, in Truſt for the ſaid *James Mallalieu*, his Heirs and Aſſigns, for ever; and as to the remaining undivided Moiety thereof to the Uſe of the ſaid *Benjamin Outram*, and *John Lees*, and the Heirs and Aſſigns of the ſaid *Benjamin Outram*, for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees*, of and in the ſame laſtmentioned Moiety, in Truſt for the ſaid *Benjamin Outram*, his Heirs and Aſſigns for ever; and in the Covenant againſt Incumbrances in the ſaid Indenture of Releaſe now in recital, are excepted a certain Contract entered into by the ſaid *John Auſtin* with *Charles Woodowis*, of *Manchester* aforeſaid, Book-keeper, for Sale to him of Part of the ſaid Premiſes, compriſed in the ſame Indenture of Releaſe, under the Yearly Rent of Eight pence for each ſuperficial Square Yard; and alſo a certain other Contract, theretofore entered into by *Samuel Rogers* the Elder, and *Samuel Rogers* the Younger, and *Samuel Soreton*, with *Joſhua Barlow*, of *Manchester*, aforeſaid, Hatter, for Sale to him of further Part of the ſaid Premiſes compriſed in the ſame Indenture of Releaſe, under the Yearly Rent of Four-pence for every ſuperficial Square Yard; and in the ſaid Indenture of Releaſe is alſo contained a Covenant on the Part of the ſaid *James Mallalieu* and *Benjamin Outram*, that they would, when thereto requeſted by the ſaid *Charles Woodowis*, and *Joſhua Barlow*, reſpectively perform and carry into Effect the ſaid Contracts, ſo made with them reſpectively, by the ſaid *John Auſtin*, *Samuel Rogers* the Elder, and *Samuel Rogers* the Younger, and *Samuel Soreton*, reſpectively as aforeſaid: And whereas by certain other Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Firſt and Second Days of *January* One thouſand ſeven hundred and ninety-nine, the Releaſe of Four Parts, and made between *John Mather*, Merchant, of the Firſt Part; *James Wild*, Gentleman, of the Second Part; the ſaid *James Mallalieu* and the ſaid *Benjamin Outram*, (ſince deceaſed,) of the Third Part; and the ſaid *John Lees* of the Fourth Part, a certain other Plot or Parcel of Land and Hereditaments, therein more particularly deſcribed, ſituate in the ſaid Town of *Manchester*, in the ſaid County Palatine of *Lancaſter*, were, with the Appurtenances, duly conveyed and aſſured, (ſubject to certain Yearly Rents payable thereout,) to the Uſe of or in Truſt for ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates as the ſaid *James Mallalieu* and *Benjamin Outram* ſhould by Deed jointly appoint; and in Default of, and until ſuch Appointment, as to One undivided Moiety thereof, to the Uſe of the ſaid *James Mallalieu* and *John Lees*, and the Heirs and Aſſigns of the ſaid *James Mallalieu* for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees* of and in the ſame Moiety, in Truſt for the ſaid *James Mallalieu*, his Heirs and Aſſigns for ever; and as to the remaining Moiety thereof, to the Uſe of the ſaid *Benjamin Outram* and *John Lees*, and the Heirs and Aſſigns of the ſaid *Benjamin Outram* for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees* of and in the

Exceptions of Contracts for Sale.

Grantees covenant to perform ſuch Contracts.

Indentures of 1ſt and 2d January 1799.

the ſame laſt-mentioned Moiety, in Truſt for the ſaid *Benjamin Outram*, his Heirs and Aſſigns for ever: And whereas by certain other Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Twenty-third and Twenty-fourth Days of *June* One thouſand eight hundred and three, the Releaſe of Three Parts, and made between *John Walker*, Innkeeper, and *Mary Walker* his Wife, of the Firſt Part; the ſaid *James Mallalieu* and the ſaid *Benjamin Outram*, (ſince deceaſed,) of the Second Part; and the ſaid *John Lees* of the Third Part, Two ſeveral other Plots or Parcels of Land and Hereditaments, therein more particularly deſcribed, ſituate in or near *Ancoats Lane*, in the ſaid Town of *Mancheſter*, in the ſaid County Palatine of *Lancaſter*, were, with the Appurtenances, duly conveyed and aſſured, (ſubject to a certain Yearly Rent payable thereout,) to the Uſe of or in Truſt for ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates as the ſaid *James Mallalieu* and *Benjamin Outram* ſhould by Deed jointly appoint; and in Default of, and until ſuch Appointment, as to One undivided Moiety thereof, to the Uſe of the ſaid *James Mallalieu* and *John Lees*, and the Heirs and Aſſigns of the ſaid *James Mallalieu* for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees* of and in the ſame Moiety, in Truſt for the ſaid *James Mallalieu*, his Heirs and Aſſigns for ever; and as to the remaining undivided Moiety thereof, to the Uſe of the ſaid *Benjamin Outram* and *John Lees*, and the Heirs and Aſſigns of the ſaid *Benjamin Outram*, for ever; nevertheleſs as to the Eſtate and Intereſt of the ſaid *John Lees* of and in the ſame laſt-mentioned Moiety, in Truſt for the ſaid *Benjamin Outram*, his Heirs and Aſſigns for ever: And whereas ſeveral Parts of the ſaid Premiſes comprized in the ſaid recited Indentures, or ſome or one of them, were afterwards ſold and diſpoſed of by the ſaid *James Mallalieu* and *Benjamin Outram*, ſubject to the Yearly Rents payable thereout: And whereas by a Memorandum, or Agreement in Writing dated the Fourteenth Day of *December* One thouſand ſeven hundred and ninety-ſix, *Charles Stanley*, of *Mancheſter* aforeſaid, Cotton Manufacturer, agreed to ſell unto the ſaid *James Mallalieu* and *Benjamin Outram*, certain Plots or Parcels of Land, and Hereditaments therein more particularly deſcribed, ſituate near *Ancoats Lane* aforeſaid, under a certain perpetual yearly Rent of Three-pence *per* Yard: And whereas the ſaid *James Mallalieu* and *Benjamin Outram*, (ſince deceaſed,) by an Agreement in Writing under their Hands, dated the Eleventh Day of *February* One thouſand eight hundred and three, agreed to ſell to the ſaid *John Auſtin* Part of the Premiſes comprized in the ſaid recited Indentures of Releaſe of the Twenty-ſeventh Day of *Auguſt* One thouſand ſeven hundred and ninety-ſix, and Twenty-fourth Day of *June* One thouſand eight hundred and three, under the perpetual yearly Rent of Eight-pence a Yard: And whereas the ſaid *Benjamin Outram* died on or about the Fifteenth Day of *May* One thouſand eight hundred and five, inteſtate, leaving the ſaid *Francis Outram*, his eldeſt Son and Heir at Law, and *James Outram*, *Anna Seton Outram*, *Margaret Outram*, *and Elizabeth Outram*, all now Infants, his only Children by *Margaret*, his now Widow him ſurviving, and all now living, no Conveyance having been made to the ſaid *James Mallalieu* and *Benjamin Outram*, or to either of them, of the ſaid Premiſes ſo contracted to be ſold to them by the ſaid *Charles Stanley* as aforeſaid; and the ſaid *Benjamin Outram* departed this Life without having made any Appointment or Conveyance of the ſaid Premiſes, or any Part thereof, ſo contracted or agreed to be ſold to the ſaid *Charles Woodowis*, the

Indentures of 23d and 24th June 1803.

Several Parts of the Premiſes diſpoſed of.

Agreement, dated 14th December 1796.

Agreement, dated 11th February 1803.

Death of Benjamin Outram, inteſtate, leaving Infant Children, viz. Francis, his eldeſt Son, and Four others.

Letters of Administration, granted to Margaret Outram.

Order of Court of Chancery of 27th March 1806, appointing Guardians to the Infant Children.

Francis Outram, on his Father's Death, became seised.

Annual Rents, &c. hitherto inadequate to pay the outgoing Rents; but the Estate may be rendered productive.

The Value of the Infant's Estate will be much increased, by carrying Stanley's Contract into Execution.

Great Advantage to the Infant, if the Guardians were empowered to carry Contracts for Sale into Execution, to raise Monies

the said *Joshua Barlow*, and the said *John Austin*, respectively, as hereinbefore is mentioned: And whereas Letters of Administration of the Goods, Chattels, and Credits of the said *Benjamin Outram* deceased, were on or about the Tenth Day of *June* One thousand eight hundred and five, duly granted to *Margaret Outram*, his Widow and Relict, by the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Order of the High Court of Chancery, dated the Twenty-seventh Day of *March* One thousand eight hundred and six, the Reverend *Edmund Outram*, and *Alexander Anderson*, were appointed the Guardians of the Person of the said *Francis Outram* during his Minority; and the said *Edmund Outram* and *Alexander Anderson*, together with the said *Margaret Outram*, Widow, were appointed Guardians of the Persons of the said *James Outram*, *Anna Outram*, *Margaret Outram*, and *Elizabeth Outram*, during their respective Minorities: And whereas the said *Francis Outram*, on such the decease of his Father, the said *Benjamin Outram*, became seised or entitled in Fee-simple, in Possession of his said Father's undivided Moiety of, and in all such Part and Parts of the said Plots, Pieces, or Parcels of Land, and Hereditaments comprized in the said several recited Indentures, as were not actually sold and conveyed by them, the said *James Mallalieu* and *Benjamin Outram* as aforesaid, subject nevertheless to the said Contracts or Agreements entered into by the said *Charles Woodowis*, *Joshua Barlow*, and *John Austin*, as hereinbefore is mentioned, and also equitably entitled to one undivided Moiety, of and in the said Plots, Pieces, or Parcels of Land, and Hereditaments, so contracted to be sold to the said *James Mallalieu* and *Benjamin Outram*, by the said *Charles Stanley* as herein before is mentioned: And whereas the annual Rents and Profits hitherto arising from the said several Pieces or Parcels of Land and Hereditaments remaining unsold after carrying into Execution the said Contracts or Agreements for Sale as aforesaid, are in their present unimproved State totally inadequate to pay the yearly Rents reserved and made payable thereout; but if certain Sums of Money were expended (after the same shall be ascertained under the Direction of the High Court of Chancery as hereinafter mentioned,) in erecting Sewers, forming Streets, and preparing or otherwise improving the same for building upon, such Lands and Hereditaments might be rendered highly productive, and the Value of the said *Francis Outram*'s Estate, and Interest therein, very considerably increased: And whereas the Premises, so agreed to be sold by the said *Charles Stanley* to the said *James Mallalieu* and *Benjamin Outram*, by the said recited Agreement of the Fourteenth Day of *December* One thousand seven hundred and ninety-six, and which are comprised in the Plots respectively numbered *One* and *Two*, in the Plan to this Act hereunto annexed, lying very much interspersed and intermixed with the other Part of the said Estates remaining unsold as aforesaid, it would very much increase the Value of such last-mentioned Estates, and the said *Francis Outram*'s Interest therein, if such Agreement was carried into Execution. And whereas it would be of great Benefit and Advantage to the said *Francis Outram*, as also to the Person or Persons, for the Time being respectively, entitled to the Freehold in Possession of and in the said undivided Moiety, whereof or whereto the said *Francis Outram* is so seised or entitled as aforesaid, if the Guardians of him the said *Francis Outram*, or of the Person or Persons so respectively entitled as aforesaid, were empowered during their respective Minorities, to carry into Execution the said several enumerated Contracts or Agreements, so entered into

with

with the ſaid *Charles Woodowis*, *Joſhua Barlow*, and *John Auſtin*, reſpectively as aforeſaid, ſo far as regards the Sale of the One undivided Moiety of and in the ſeveral Pieces or Parcels of Land and Hereditaments, compriſed in the Plots reſpectively numbered *Two*, *Three*, *Four*, and *Five*, in the ſaid Plan to this Act hereunto annexed; and alſo if ſuch Guardians were empowered, during the Minorities of the ſaid *Francis Outram*, or of ſuch other Perſon or Perſons, ſo reſpectively entitled as aforeſaid, to grant and convey the One undivided Moiety of and in the ſeveral other Pieces or Parcels of Land and Hereditaments, now remaining unſold, and compriſed in the Plots reſpectively numbered *One* and *Six*, in the ſaid Plan to this Act hereunto annexed, in Fee Simple, for building upon, reſerving Rents, or to make Building Leaſes thereof, or to join with the Owners or Owner, for the Time being, of the other undivided Moieties of and in the ſaid Lands and Hereditaments reſpectively, in carrying into Execution ſuch Contracts, and in making ſuch Grants or Leaſes reſpectively, and for certain other Purpoſes hereinafter mentioned; but inaſmuch as by Reaſon of the Infancy of the ſaid *Francis Outram*, the ſame cannot be effected without the Aid and Authority of Parliament; Therefore your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Edmund Outram*, and *Alexander Anderſon*, on behalf of the ſaid *Francis Outram*, the Infant, 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 after the paſſing of this Act, it ſhall and may be lawful to and for the ſaid *Edmund Outram*, and *Alexander Anderſon*, and the Survivor of them, and alſo to and for the Guardian or Guardians, for the Time being, of the ſaid *Francis Outram*, and of the Perſon or Perſons for the Time being, reſpectively entitled to the Freehold, in Poſſeſſion, of and in the ſaid Moiety, of the Pieces or Parcels of Land and Hereditaments, compriſed in the Plots reſpectively numbered *Six*, in the Plan to this Act hereunto annexed, during their reſpective Minorities, by and with the Approbation of the High Court of Chancery, expreſſed, upon Application made thereto, by Petition, to be preferred in a ſummary Way, by or on the Behalf of the ſaid *Francis Outram*, or ſuch other Perſon or Perſons as aforeſaid, to accept and take, either in their own Names or Name, on behalf of, or in the Name or Names of the ſaid *Francis Outram*, or of ſuch other Perſon or Perſons for the Time being ſo entitled as aforeſaid, from the ſaid *Charles Stanley*, and all other proper and neceſſary Parties, a good and effectual Conveyance, or good and effectual Conveyances of One undivided Moiety, or equal Half Part, (the Whole into Two equal Parts being conſidered as divided), of and in the Plots, Pieces, or Parcels of Land and Hereditaments, ſo contracted to be ſold to the ſaid *James Mallalieu*, and *Benjamin Outram*, by the ſaid *Charles Stanley* as aforeſaid, and compriſed in the Plots reſpectively numbered *One* and *Two*, in the ſaid Plan to this Act hereunto annexed, as fully and effectually to all Intents, Conſtructions, and Purpoſes whatſoever, as if the ſaid *Benjamin Outram* had been living, and could have accepted and taken the ſame, on his Part and for that Purpoſe, to enter into all uſual and reaſonable Covenants, and to execute a Counterpart or Counterparts of ſuch Conveyance or Conveyances as aforeſaid: And alſo, That it ſhall and may be lawful to and for the ſaid *Edmund*

for improving the Ground, and to convey the ſame, for building upon, reſerving Rents.

Guardians, with the Approbation of the Court of Chancery, to accept a Conveyance from Charles Stanley.

Guardians, with the Approbation of the Court of Chancery, to carry the Contract with Charles Woodowis into Execution;

Outram and *Alexander Anderſon*, and the Survivor of them, and alſo to and for the Guardian or Guardians for the Time being of the ſaid *Francis Outram*, and of the Perſon or Perſons for the Time being reſpectively entitled as aforeſaid, during their reſpective Minorities, by and with the Approbation of the ſaid Court of Chancery, expreſſed upon Application made thereto by Petition to be preferred in a ſummary Way by or on the Behalf of the ſaid *Charles Woodowis*, his Heirs or Aſſigns, to perform and carry into Execution, or join and concur with the Owner or Owners for the Time being of the other undivided Moiety thereof, in performing and carrying into Execution ſuch Contract as was made by the ſaid *John Auſtin* for Sale to him the ſaid *Charles Woodowis* of the ſaid Piece or Parcel of Land and Hereditaments compriſed in the Plot numbered *Three*, in the ſaid Plan to this Act hereunto annexed, and alſo by and with the Approbation of the ſaid Court of Chancery, expreſſed upon Application made thereto by or on the Behalf of the ſaid *Joſhua Barlow*, his Heirs or Aſſigns, to perform and carry into Execution, or join and concur with the Owner or Owners for the Time being of the other undivided Moiety thereof, in performing and carrying into Execution ſuch Contract as was made by the ſaid *Samuel Rogers* the Elder and *Samuel Rogers* the Younger, and *Samuel Soreton*, for Sale to him the ſaid *Joſhua Barlow* of the Piece or Parcel of Land and Hereditaments, comprized in the Plot numbered *Four*, in the ſaid Plan to this Act hereunto annexed; and alſo by and with the Approbation of the ſaid Court of Chancery, expreſſed upon Application made thereto by or on the Behalf of the ſaid *John Auſtin*, his Heirs or Aſſigns, to perform and carry into Execution, or join and concur with the Owner or Owners for the Time being of the other undivided Moiety thereof in performing and carrying into Execution the ſaid Contract made by the ſaid *James Mallalieu* and *Benjamin Outram*, (ſince deceaſed,) dated the 11th Day of *February*, One thouſand eight hundred and three, for Sale to him, the ſaid *John Auſtin*, of the ſaid Piece or Parcel of Land and Hereditaments, comprized in the Plots reſpectively numbered *Two* and *Five* in the ſaid Plan to this Act hereunto annexed, as fully and effectually, to all Intents, Conſtructions, and Purpoſes whatſoever, as if the ſaid *Benjamin Outram* had been now living, and could have executed and performed the ſame ſeveral Contracts or Agreements reſpectively on his Part, and for thoſe Purpoſes.

and alſo with Joſhua Barlow

alſo with John Auſtin.

Reſerved Rents to be made payable to Francis Outram, his Heirs and Aſſigns, &c.

II. And be it further enacted and declared, by the Authority aforeſaid, That the ſeveral Rents to be reſpectively reſerved or limited, or made payable for or in reſpect of the ſaid Pieces or Parcels of Land and Hereditaments ſo reſpectively contracted or agreed to be ſold as aforeſaid, ſhall be reſerved or limited, or made payable by the Deeds or Conveyances carrying ſuch Contracts into Execution, ſo as that a Rent equal to one Moiety or Half Part of the whole Rent, payable for or in reſpect of the Intirety of the Premiſes to be in ſuch Deed or Deeds reſpectively comprized, be reſerved or limited, and made payable unto the ſaid *Francis Outram*, his Heirs and Aſſigns, or, in caſe of his Deceaſe at the Time of executing ſuch Conveyances as aforeſaid, then unto or in Truſt for or for the Benefit of ſuch Perſon or Perſons as ſhall for the Time being be reſpectively entitled to the Freehold or Inheritance in Poſſeſſion of his undivided Moiety of and in the ſaid Lands and Hereditaments then remaining undiſpoſed of, his, her, or their Heirs and Aſſigns, and ſo as in every ſuch

Grant

Grant or Conveyance there be contained Powers of Diſtreſs and Entry, and Perception of Rents and Profits for ſecuring the Payment of the Rent or Rents thereby to be reſerved reſpectively.

The Court of Chancery to inquire, what Money will be neceſſary for preparing Land for building upon, &c. and to order ſame to be raiſed, &c.

III. And be it further enacted, That it ſhall and may be lawful to and for the High Court of Chancery, from Time to Time, upon Petition to be preferred to the ſaid Court in a ſummary Way, by the ſaid *Edmund Outram* and *Alexander Anderſon*, or the Survivor of them, or by the Guardian or Guardians, for the Time being, of the ſaid *Francis Outram*, or of the Perſon or Perſons, for the Time being, reſpectively entitled as aforeſaid, by or on his, her, or their Behalf, during their reſpective Minorities, to order it to be referred to a Maſter of the ſaid Court to inquire what Sum or Sums of Money will be requiſite or neceſſary for the levelling and preparing of the ſaid Lands and Hereditaments comprized in the Plots reſpectively, numbered *One* and *Six*, in the ſaid Plan to this Act hereunto annexed; as alſo for the making Sluices, erecting, forming, and building Drains and Sewers, in, or upon, or under the ſame Lands and Hereditaments, ſo as to render the ſame fit and proper in all reſpects, for building thereon, as alſo for laying out and forming one or more Wharf or Wharfs, Court or Courts, Yard or Yards, Garden or Gardens, Street or Streets, Way or Ways, Paſſage or Paſſages, or for paving ſuch Streets, Ways, or Paſſages, or any of them; and to order the ſaid Maſter to ſtate the Reſult of his Inquiry, with his Opinion thereon, to the ſaid Court; and after the ſaid Maſter ſhall have made his Report, and the ſame ſhall have been confirmed by the ſaid Court, then to order one equal Moiety, or half Part of all ſuch Sum or Sums of Money to be raiſed accordingly, by and out of a competent Part of the ſeveral Rents now payable or reſerved, or to be reſerved or made payable to, or in favour of the ſaid *Francis Outram*, or of ſuch other Perſon or Perſons ſo entitled as aforeſaid, out of, or in reſpect of the ſaid Eſtates mentioned, or referred to in this Act.

Guardians to charge the Rents with ſuch Monies.

IV. And be it further enacted, That from and after the ſaid laſt mentioned Order ſhall have been made by the ſaid Court of Chancery, it ſhall and may be lawful to and for the ſaid *Edmund Outram* and *Alexander Anderſon*, and the Survivor of them, and the Guardian or Guardians, for the Time being, of the ſaid *Francis Outram*, and of the Perſon or Perſons, for the Time being, ſo reſpectively entitled as aforeſaid, during their reſpective Minorities, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by them the ſaid *Edmund Outram* and *Alexander Anderſon*, or the Survivor of them, or by the Guardian or Guardians of the Perſon or Perſons, for the Time being, ſo reſpectively entitled as aforeſaid, ſealed and delivered in the Preſence of, and atteſted by two or more credible Witneſſes, from Time to Time, to ſubject and charge the ſeveral Rents now payable or reſerved, or to be reſerved, or made payable to, or in favour of the ſaid *Francis Outram*, or of ſuch other Perſon or Perſons ſo reſpectively entitled as aforeſaid, or a competent Part thereof, with the Payment of any Sum or Sums of Money, not exceeding in the whole, ſuch Sum or Sums of Money as the ſaid Court of Chancery ſhall direct or order to be raiſed as aforeſaid, with lawful Intereſt for the ſame, from the Time when ſuch Charge or Charges ſhall be reſpectively made, and which Charge or Charges ſhall be made to, or

in

in Favour of the Perſon or Perſons advancing ſuch Sum or Sums of Money as aforeſaid.

Guardians' Receipts for Monies ſo raiſed, to be good Diſcharges.

V. Provided always, and be it further enacted and declared, That the Receipt and Receipts of the ſaid *Edmund Outram*, and *Alexander Anderſon*, or the Survivor of them, or of the Guardian or Guardians for the Time being, of the ſaid *Francis Outram*, or of the Perſon or Perſons for the Time being, ſo reſpectively entitled as aforeſaid, under their, his, or her Hands or Hand, ſhall be a good and ſufficient Diſcharge and Diſcharges, to all and every Perſon and Perſons for any Sums or Sum of Money, ſo to be raiſed and advanced, charged and ſecured, by virtue of the Power hereinbefore given as aforeſaid.

Application of the Monies to be raiſed, for Improvement of the Premiſes.

VI. And be it further enacted and declared, That the ſaid *Edmund Outram*, and *Alexander Anderſon*, and the Survivor of them, and the Guardian or Guardians for the Time being, of the ſaid *Francis Outram*, or of the Perſon or Perſons for the Time being, ſo reſpectively entitled as aforeſaid, ſhall, during their reſpective Minorities, pay, apply, and diſpoſe of the ſaid Sum or Sums of Money, ſo to be raiſed and charged by virtue of this Act as aforeſaid, in completely carrying into Effect the ſaid ſeveral Purpoſes, for the levelling and preparing the ſaid undivided Moiety, of and in the ſaid Lands and Hereditaments, compriſed in the Plots reſpectively, numbered *One* and *Six* in the ſaid Plan to this Act hereunto annexed; and alſo for the making Sluices, erecting, forming, and building Drains and Sewers, in, upon, or under the ſame, ſo as to render the ſame fit and proper, in all Reſpects, for building upon, or for laying out the ſame into One or more Wharf or Wharfs, Court or Courts, Yard or Yards, Garden or Gardens, Street or Streets, Way or Ways, Paſſage or Paſſages, or for paving ſuch Streets, Ways, or Paſſages, or any of them, in ſuch Manner as to them, the ſaid *Edmund Outram, and Alexander Anderſon*, or the Survivor of them, or the Guardian or Guardians for the Time being, of the ſaid *Francis Outram*, or of the Perſon or Perſons, ſo reſpectively entitled as aforeſaid, ſhall deem proper and expedient.

Guardians to convey in Fee, or demiſe for long Terms, reſerving Rents.

VII. And be it further enacted, by and with the Authority aforeſaid, That from and after the paſſing of this Act it ſhall and may be lawful to and for the ſaid *Edmund Outram* and *Alexander Anderſon*, and the Survivor of them, and alſo to and for the Guardian or Guardians for the Time being of the ſaid *Francis Outram*, and of the Perſon or Perſons for the Time being ſo reſpectively entitled as aforeſaid, during their reſpective Minorities, and they, he, and ſhe is and are hereby authorized and empowered from Time to Time to grant and convey the Inheritance in Fee Simple, or to make any Demiſe or Leaſe for Nine hundred and ninety-nine Years, or any other Term or Number of Years, of all or any Part of the ſaid undivided Moiety of and in the ſaid Lands and Hereditaments comprized in the Plots reſpectively numbered *One* and *Six* in the ſaid Plan to this Act hereunto annexed, or to join and concur with the Owner or Owners for the Time being of the other undivided Moiety thereof, in granting and conveying, or demiſing the Entirety of the ſaid Lands and Hereditaments, or of any Part or Parts thereof, unto any Perſon or Perſons whomſoever; and alſo to lay out and appropriate any Part of the Premiſes to be comprized in any ſuch Grant

or

or Conveyance, Demiſe or Leaſe reſpectively as and for a Wharf or Wharfs, Court or Courts, Yard or Yards, Garden or Gardens, Street or Street, Sluices or Sluices, Paſſage or Paſſages, for the Uſe and Convenience of ſuch Grantee or Grantees, Leſſee or Leſſees, and others the Tenants or Occupiers of the Premiſes, in ſuch Manner as ſhall be mentioned and agreed upon in ſuch Grants and Conveyances, Demiſes or Leaſes reſpectively, ſo as in and by each and every ſuch Grant or Conveyance, Demiſe or Leaſe reſpectively, there be reſerved and made payable, half yearly or oftener, clear of all Taxes and Deductions whatſoever, ſuch Yearly Rent or Rents in Fee Simple, or during the Continuance of the Term or Terms of Years to be demiſed by ſuch Demiſe or Leaſe reſpectively as can be reaſonably obtained for the Hereditaments and Premiſes to be thereby granted or conveyed, demiſed or leaſed reſpectively, and without taking any Sum or Sums of Money, or other Thing, by Way of Fine or Foregift, for or in reſpect of any ſuch Grant or Conveyance, Demiſe or Leaſe reſpectively, and ſo as ſuch Rent or Rents to be reſerved or limited and made payable for or in reſpect of all or any Part of the ſaid undivided Moiety of and in the ſaid Lands and Hereditaments comprized in the Plots reſpectively numbered *One* and *Six*, in the ſaid Plan to this Act hereunto annexed, ſhall be a Rent equal to One Moiety or Half Part of the whole Rent, payable for or in reſpect of the Entirety of the Premiſes to be in ſuch Deed or Deeds reſpectively compriſed, and be reſerved or limited, and made payable unto the ſaid *Francis Outram*, his Heirs, Executors, Adminiſtrators and Aſſigns, or, in caſe of his Deceaſe at the Time of executing any ſuch Grants or Conveyances, Demiſes or Leaſes as aforeſaid, then unto or in Truſt for, or for the Benefit of the Perſon or Perſons for the Time being reſpectively entitled as aforeſaid, his, her, or their Heirs, Executors, Adminiſtrators and Aſſigns, and ſo as the Grantee or Grantees, Leſſee or Leſſees, execute a Counterpart or Counterparts of ſuch Grants or Conveyances, Demiſes or Leaſes reſpectively, and therein enter into Covenants to build upon or improve the ſame, and keep in Repair ſuch good and ſubſtantial Meſſuages, Warehouſes, Shops, or other Buildings, and alſo the Wharf or Wharfs, or other Improvements to be made thereon, as ſhall be thought neceſſary and requiſite for the Security of the ſaid Rent or Rents ſo to be reſerved or limited, and made payable as aforeſaid, and as ſhall be ſtipulated and agreed upon for that Purpoſe in and by ſuch Grants or Conveyances, Demiſes or Leaſes reſpectively, and, at the Expiration or other End of the Term or Terms to be reſpectively granted by ſuch Demiſes or Leaſes reſpectively, to leave the ſaid Meſſuages, Buildings, and Premiſes in good and tenantable Repair, and ſo as in every ſuch Grant and Conveyance there be contained Powers of Diſtreſs and Entry, and Perception of Rents and Profits, and in every ſuch Demiſe or Leaſe a like Power of Entry and Perception of Rents and Profits, for ſecuring the Payment of the Rent or Rents thereby to be reſerved or limited reſpectively.

Guardians to enter into all uſual Covenants with the Grantees and Leſſees.

VIII. And be it further enacted, That it ſhall and may be lawful to and for the ſaid *Edmund Outram*, and *Alexander Anderſon*, and the Survivor of them, and the Guardian or Guardians for the Time being, of the ſaid *Francis Outram*, and of the Perſon or Perſons for the Time being, ſo reſpectively entitled as aforeſaid, and he, ſhe, and they, is and are hereby reſpectively authoriſed and empowered for and on the Behalf of the ſaid *Francis Outram*, and of ſuch Perſon or Perſons, ſo reſpectively entitled as afore-

aforesaid, during their respective Minorities, and for and on behalf of his, and their respective Heirs, Executors, and Administrators, in and by such Conveyances in Fee, Demises, or Leases respectively, to enter into all usual and reasonable Covenants, Clauses, Provisoes, and Agreements, with the respective Purchaser or Purchasers, Lessee or Lessees, of all or any Part or Parts of the said Lands and Hereditaments, so to be conveyed, demised, or leased as aforesaid, as shall be thought necessary and proper in that Behalf; and that all and every such Grants, Deeds, Conveyances, Demises, and Leases respectively, as shall be made or executed by the said *Edmund Outram*, and *Alexander Anderson*, or the Survivor of them, or by such Guardian and Guardians as aforesaid, in pursuance of this Act, shall be as good, valid, and effectual in the Law, to all Intents and Purposes, as if the Person or Persons for the Time being, respectively entitled to the same Lands and Hereditaments, had been of full Age, and had made, or joined in making and executing the same; and that all and every the Covenants, Clauses, Provisoes, and Agreements, so to be entered into, for, and on his, her, and their Behalf, shall be as binding and conclusive upon and against him, her, and them respectively, and his, her, and their respective Heirs and Assigns, and all other Persons, claiming under him, her, or them respectively, or under the said *Benjamin Outram* deceased, as if he, she, or they respectively had been of full Age, and entered into the same.

Court of Chancery to appoint a Receiver.

IX. And be it further enacted, That it shall and may be lawful to and for the High Court of Chancery, from Time to Time, upon Petition to be preferred to the said Court in a summary Way, by the said *Edmund Outram* and *Alexander Anderson*, or the Survivor of them, or by the Guardian or Guardians, for the Time being, of the said *Francis Outram*, or of the Person or Persons so entitled as aforesaid, by, or on their, his, or her Behalf, during their respective Minorities, to appoint a Receiver or Receivers, with all usual and necessary Powers, to collect, get in, and receive the several Rents, now payable or reserved, or to be reserved, or made payable to, or in favour of the said *Francis Outram*, or of such other Person or Persons so entitled as aforesaid, out of, or in respect of the said Estates mentioned and referred to in this Act; and upon Payment, or Receipt thereof, or of any Part thereof, to apply and dispose of a competent Part thereof in Payment of a Moiety of the several outgoing Rents, payable out of, or in respect of the said Estates mentioned, and referred to in this Act; and, in the next Place, to pay and satisfy all the Costs, Charges, and Expences of applying for, and obtaining this Act, and of the several Applications to be made to the said Court of Chancery respecting the Matters herein contained, and the making out Title to the said Moiety of the said Premises, and the several other Costs, Charges, and Expences of such Guardian or Guardians, in or about the Execution of the Trusts hereby reposed in them; all such Costs, Charges, and Expences, being first taxed, and settled by one of the Masters of the said Court, in pursuance of an Order for that Purpose, which the said Court is hereby authorized to make; and, in the next Place, to pay and keep down, as well all Interest, from Time to Time, to accrue and grow due, upon, or in respect of any Sum or Sums of Money, that shall or may have been raised or advanced pursuant to the Order of the said Court of Chancery as aforesaid, as also to pay off and discharge the Principal thereof.

X. And

X. And whereas the ſeveral Rents reſerved and made payable by, and out of the ſeveral Pieces or Parcels of Land and Hereditaments, comprized in the ſaid ſeveral recited Indentures of Leaſe and Releaſe, and the ſaid Agreement, dated the Fourteenth Day of *December* One thouſand ſeven hundred and ninety-ſix, amount together in the whole nearly to the Sum of Seven Hundred Pounds, which ſtands charged on the joint undivided Shares of them the ſaid *James Mallalieu* and *Francis Outram*, of and in the ſame Premiſes, and for Payment whereof the ſaid *James Mallalieu* was jointly bound with the ſaid *Benjamin Outram* deceaſed; and the Annual Rents and Profits hitherto ariſing therefrom, not exceeding the Sum of Three Hundred and Sixty Pounds, the ſaid *James Mallalieu* hath at different Times, during the Lifetime of the ſaid *Benjamin Outram*, and hath ſince his Deceaſe, been obliged, by, and out of his own proper Monies, to advance and make good the Deficiency, ſo that there is now due and owing to the ſaid *James Mallalieu*, a conſiderable Sum of Money, (excluſive of Intereſt) on Account of the ſame Rents, payable out of the ſaid *Francis Outram*'s undivided Moiety or Share of and in the ſame Premiſes.

The Rents reſerved by the ſaid Indentures, exceeding the Annual Profits, James Mallalieu made good the Deficiency out of his own Monies.

XI. Be it therefore further enacted, by the Authority aforeſaid, That it ſhall and may be lawful, to and for the High Court of Chancery, upon Petition to be preferred to the ſaid Court in a ſummary Way, by the ſaid *James Mallalieu*, to order it to be referred to a Maſter of the ſaid Court, to inquire what Sum or Sums of Money is or are due and owing to the ſaid *James Mallalieu*, for Principal, in reſpect of Money advanced by him, in Liquidation and Diſcharge of ſuch Rents, which ought to have been paid and diſcharged from and out of the ſaid *Francis Outram*'s undivided Moiety, or Share, of and in the ſame Premiſes, and for lawful Intereſt upon ſuch Advances, and to order the ſaid Maſter to ſtate the Reſult of his Inquiry, with his Opinion thereon, to the ſaid Court; and after the ſaid Maſter ſhall have made his Report, and the ſame ſhall have been confirmed, then to order ſuch Receiver or Receivers, ſo to be appointed by the ſaid Court as aforeſaid, (after making ſuch Payments as aforeſaid), to pay unto the ſaid *James Mallalieu* all ſuch Sum or Sums of Money, as ſhall be ſo found due to him as aforeſaid, together with lawful Intereſt for the ſame, from the Date of the ſaid Maſter's Report, by and out of the Share of the ſaid ſeveral Rents, now payable, or reſerved, or to be reſerved, or made payable to, or in Favour of the ſaid *Francis Outram*, or of ſuch other Perſon or Perſons ſo entitled as aforeſaid, out of or in reſpect of the ſaid Eſtates, mentioned and referred to in this Act; and in caſe of any Reſidue or Surplus of ſuch Rents, after ſuch ſeveral Payments as aforeſaid, to pay and apply the ſame in ſuch Manner as the ſaid Court ſhall direct.

Court of Chancery to enquire what is due for ſuch Advances and Intereſt thereon, and to order the Receiver to pay the ſame out of the Rents after the Payments before directed.

Surplus Rents to be applied as the Court ſhall direct.

XII. Provided always and be it further enacted and declared, That the ſaid *Edmund Outram* and *Alexander Anderſon*, or the Guardian or Guardians for the Time being of the ſaid *Francis Outram*, and of the Perſon or Perſons for the Time being ſo reſpectively entitled as aforeſaid, ſhall not, nor ſhall any or either of them, or the Heirs, Executors, or Adminiſtrators of any or either of them, be anſwerable or accountable for any Monies to be received by virtue of and under the Truſts hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he or ſhe ſhall reſpectively actually receive, and that one of them ſhall not

Guardians to be anſwerable for their own Acts, and Receipts only.

not be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, but each of them only for his or her own Acts, Receipts, Neglects, or Defaults; nor shall they, or any of them, be answerable for any Loss or Damage which may happen in the Execution of any of the aforesaid Trusts, or in relation thereto, unless the same shall happen by or through their, his, or her own wilful Defaults or Neglects respectively.

General Saving.

XIII. Saving always to the KING's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors and Administrators, (other than and except the said *Francis Outram* and his Heirs, and all and every other Person and Persons claiming, or to claim any Estate, Trust, or Interest, of, in, to, or out of the said Moiety and Premises comprized in the said Plan hereunto annexed, from, by, or under the said *Francis Outram*, or from, by, or under the said *Benjamin Outram* deceased,) all such Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, or out of the same Moiety and Premises, or any Part thereof, as they, every or any of them had before the passing of this Act, or might have had and enjoyed if this Act had not been made.

Public Act.

XIV. And be it further enacted, That this Act shall be printed by the Printer to the KING's Most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.

Explanation of the Numbers in the Plan hereunto annexed, and referred to by this Act:

Numbers.	
1 and 2.	Charles Stanley.
2	John Austin.
3	Charles Woodowis.
4	Joshua Barlow.
5	John Austin.
1 and 6	Plots now remaining unsold.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1806.