



ANNO TRICESIMO NONO

# GEORGI II. REGIS.

\*\*\*\*\*

## Cap. 80.

An Act for confirming and rendering effectual a Partition and Division between the late Honourable *Penn Asbeton Curzon* deceased, and the Right Honourable *Thomas Lord Ribblesdale* (then *Thomas Lister* Esquire) of the Rectory of *Whalley*, and of the Chapels, Glebe Lands, Messuages, Tenements, Tythes, Obventions, Profits, and Hereditaments, thereto belonging, now held under a Lease from the Lord Archbishop of *Canterbury*, and for that Purpose to enable the said Lord Archbishop and his Successors, at all Times hereafter, to grant the said Rectory and Premises by Two several Leases, according to the said Partition and Division.

[12th July 1799.]

**W**HEREAS by a certain Indenture of Lease, bearing Date the Twenty-third Day of *March* One thousand seven hundred and seventy-six, and made or mentioned to be made between the Most Reverend Father in God *Frederick* then Lord Archbishop of *Canterbury*, of the one Part; and the Right Honourable *Asbeton* Lord *Curzon* (by his then Name and Description of *Asbeton Curzon* of *Hagley Hall*, in the County of *Stafford*, Esquire), and the Right Honourable *Thomas* Lord *Ribblesdale*, Baron *Ribblesdale*, of *Gisburne Park*, in the West Riding of the County of *York* (by his then Name and Addition of *Thomas Lister* Esquire) of the other Part; the said Most Reverend Father, for the Considerations therein expressed, did demise, grant, and

Indenture  
of Lease,  
23d March  
1776.

[Loc. & Per.]

14 T

10

to farm let unto the said *Ashton Curzon* and *Thomas Lister*, all that his Rectory and Parsonage of *Whalley*, with all the Rights, Members, and Appurtenances thereof whatsoever, in the Counties of *Lancaster* and *York*, or either of them; and also all those his Chapels of *Padibam*, *Clithero*, *Downham*, *Cole*, *Burnley*, *Church*, *Altham*, *Hastingden*, *Bowland*, *Penden*, *Trawden*, and *Rosendal*, and the Chapel of the Castle of *Clithero*, together with the Glebe Lands particularly mentioned in a Schedule thereunder written, and all Chapels, Houses, Edifices, Lands, Tenements, Tythes, as well Great as Small, Oblations, Obventions, and other Profits, Emoluments, Commodities, Advantages, and Hereditaments whatsoever, to the said Rectory of *Whalley*, and Chapels, or to any of them, belonging or in anywise appertaining, (except the Advowson of the Vicarage of *Whalley* aforesaid, with the Herbage of the Churchyard thereunto belonging, and the Nomination of the same Vicarage, and the Chaplains and the Curates to serve in the said Rectory of *Whalley*, and other Chapels thereunto annexed, and also except all Copyhold Lands, Tenements, and Hereditaments whatsoever, being either Parcel of the said Rectory, and other the Premises, or any of them, or at any Time theretofore granted to the Archbishop of *Canterbury* for the Time being, and his Successors, by Copy of Court Roll, in respect of the said Rectory and other the Premises, or any of them, and also except and always reserved unto the said Lord Archbishop and his Successors, through the said whole Rectory, and Tytheries within the same, (except the Tythery of *Bowland*), all that Duty, of what Kind soever, commonly collected and gathered for the *Easter Book*, which are certain customary Payments payable at *Easter* only, and were known under the Names following; (that is to say), for *Communicants*, for *House Debts*, for *Kine*, for *Calves*, for *Hay*, for *Plough*, for *Lambs or Sheep sold*, for *Swarms of Bees*, and for *Foals*, and also except all those Dues or Payments usually known by the Name of *Surplice Fees for Christenings, Marriages, Churchings, and Burials*, which said *Easter Book Duties* and *Surplice Fees* (except for the Tythery of *Bowland*) were to be received and taken by the Vicar for the Time being of *Whalley*, and in lieu thereof he was to find and provide from Time to Time, at his own Costs and Charges, Bread and Wine for all Communicants, within all the Churches and Chapels within the said Parish, (except those only for the Tythery of *Bowland* aforesaid), To hold the same (except before excepted) unto the said *Ashton Curzon* and *Thomas Lister*, their Heirs and Assigns, from thenceforth for and during the natural Lives of *Nathaniel Lister* therein named, then aged Fifty-one Years or thereabouts, the said *Ashton Curzon*, then aged Forty-five Years or thereabouts, and the said *Thomas Lister*, then aged Twenty-four Years or thereabouts, and the Life of the longest Liver of them, at and under the clear yearly Rent of Two hundred and thirty-seven Pounds Thirteen Shillings and Three-pence (being the ancient and accustomed Rent theretofore usually paid for the Premises) payable Half-yearly at the Feast of the Annunciation of the Blessed Virgin *Mary* and Saint *Michael* the Archangel, by even and equal Portions, and at and under the further clear yearly Rent of Ten Pounds (being a Rent or Sum formerly increased) to be employed and bestowed for and towards the Increase and Augmentation of the Stipend of the Vicar of the said Vicarage, or of some Preacher who should from Time to Time preach and teach the Word of God in the said Parish Church and Chapels, or some of them, as he the said Lord Archbishop and his Successors should, at his or their Discretion, assign and appoint under his or their Hand

Writing;

Writing; and also at and under the further increased clear yearly Rent of Sixty Pounds, to be employed and bestowed likewise for and towards the better Maintenance as well of the Vicar of the said Parish Church of *Whalley* aforesaid for the Time being, as of the Curates and Chaplains of the Chapels to the said Rectory belonging, over and above their former Stipends, Duties, and Allowances theretofore accustomed to be paid and yielded unto them, as in and by a Schedule thereunder written, for the disposing of the said Sum of Sixty Pounds only, is particularly set down and expressed to be paid yearly, on the Days aforesaid, by even and equal Portions; and in and by the said Indenture of Lease (after reciting therein that the said Lord Archbishop and his Predecessors had used to pay to the Bishop of *Chester* and the Archdeacon there, within whose Jurisdiction the Premises were, and to the Vicar of *Whalley* aforesaid for the Time being, and to the Chaplains and Curates serving the said Chapels to the said Rectory belonging, the yearly Sum of Fifty Pounds in the Whole, which has been accustomed to be paid for Procurations, Synodals, Pensions, Stipends, and Salaries, out of the said yearly Rent of Two hundred and thirty-seven Pounds Thirteen Shillings and Three-pence), the said *Ashton Curzon* and *Thomas Lister*, for themselves, their Heirs and Assigns, did covenant with the said Lord Archbishop and his Successors, that they the said *Ashton Curzon* and *Thomas Lister*, their Heirs and Assigns, should and would yearly, during the Term of the said Lease, pay or cause to be paid unto the said Bishop and the said Archdeacon of *Chester* for the Time being, and to the Vicar for the Time being of *Whalley* aforesaid, and to the said Chaplains and Curates, or to such Person and Persons as the said Sum of Fifty Pounds had been theretofore accustomed to be paid or payable unto, or to whom the same should, during the said Term become payable, as well the said Fifty Pounds, clear of all Taxes due and payable for the said Procurations, Synodals, Pensions, Stipends, and Salaries, as also the said yearly Rent or Sum of Ten Pounds, clear of all Taxes, Increase of Rent reserved to be employed as aforesaid, and also the said yearly Rent of Sixty Pounds, clear of all Taxes, Rent increased and reserved as aforesaid, to be employed and bestowed as aforesaid, for and towards the Augmentation of the Stipends of such Person and Persons, as in the said Schedule thereunder written was and is particularly expressed, at or upon the said Feast Days or Times of Payment, by equal Portions, within Six Weeks next after each of the said Feasts, and take sufficient Acquittances for the Discharge of the said Lord Archbishop and his Successors, and within Twelve Weeks after every such Feast, deliver such Acquittances to the said Archbishop and his Successors, or his or their Receiver General, or such others as should be authorized; and also should and would, during the said Term, permit and suffer the Vicar for the Time being of the Parish Church of *Whalley*, to receive and take to his own Use, through the said whole Rectory, and all the Tytheries within the same (except for the Tythery of *Bowland*) the said Duty collected for the *Easter* Books under the Titles aforesaid, in lieu whereof the said Vicar was to find Bread and Wine for all Communicants within all the Churches and Chapels within the said Parish, except the said Tythery of *Bowland*; and the said Lord Archbishop did thereby, for himself and his Successors, covenant with the said *Ashton Curzon* and *Thomas Lister*, their Heirs and Assigns, that it should be lawful for them, their Heirs and Assigns, for and in respect of the several Payments and Stipends by them, their Heirs and Assigns, agreed to be paid as before-mentioned, yearly to take, defalk, and detain in their Hands to their own Use, out  
of

of the said yearly Rents thereby reserved, the Sum of One hundred and twenty Pounds, by even Half-yearly Payments, at the aforesaid Days and Times of Payment of the said yearly Rent and Rents; and that from thenceforth every such sufficient Acquittance so to be made, shewn, and delivered as aforesaid, should be a sufficient Discharge against the said Lord Archbishop and his Successors, for and concerning such and so many Sum and Sums of Money, Payments, and Allowances, Parcel of the aforesaid Rent and Rents reserved, which the said *Ashton Curzon* and *Thomas Lister*, their Heirs or Assigns, or any of them, should have so lawfully paid, according to the true Intent and Meaning of the said Indenture; and in the said Indenture there is contained such Proviso or Condition of Re-entry for Non-payment of the said Rents, and such further Covenants and Agreements as are therein expressed; and in and by a Schedule thereunder written, it is expressed, that Ten Pounds of the said yearly Rent of Sixty Pounds is to be paid yearly, during the Term of the said Lease, unto the Vicar of the Parish Church of *Whalley* aforesaid for the Time being, at the said Feasts of the Blessed Virgin *Mary* and Saint *Michael* the Archangel, by even Portions, at the Church Porch of *Whalley* aforesaid; also Seven Pounds Ten Shillings, other Part thereof, unto the Curate of the Chapel of *Clithero*, at the said Feasts, and by even Portions, at the same Place; also Seven Pounds Ten Shillings, other Part thereof, unto the Curate of the Chapel of *Colne*, at the said Feasts, and by even Portions, at the same Place; also Seven Pounds Ten Shillings, other Part thereof, unto the Curate of the Chapel of *Burnley*, at the said Feasts, and by even Portions, at the same Place; also Seven Pounds Ten Shillings, other Part thereof, to the Curate of the Chapel of *Hastlingdon*, at the said Feasts, and by even Portions, at the same Place; also Six Pounds, other Part thereof, to the Curate of the Chapel of *Altham*, at the said Feasts, and by even Portions, at the same Place; also Six Pounds, other Part thereof, to the Curate of the Chapel of *Downham*, at the said Feasts, and by even Portions, at the same Place; also Six Pounds, other Part thereof, to the Curate of the Chapel of *Church*, at the said Feasts, and by even Portions, at the same Place; also Forty Shillings, other Part thereof, to the Curate of the Chapel of the Town of *Clithero*, until further Order, at the said Feasts, and by even Portions, at the same Place: And whereas, by Indentures of Lease and Release and Settlement, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *July*, in the Year of our Lord One thousand seven hundred and eighty-seven, and made or mentioned to be made between the said *Ashton Curzon* of the First Part; *Penn Ashton Curzon*, of *Gopsall*, in the County of *Leicester*, Esquire, (therein described to be the only Son and Heir Apparent of the said *Ashton Curzon*, by *Esther* his then late Wife, who, before her Intermarriage with him, was called *Esther Hanmer Spinster*); of the Second Part; the Right Honourable *Richard* Lord Viscount *Howe*, then First Lord Commissioner of His Majesty's Admiralty, and the Honourable *Sophia Charlotte Howe* Spinster, eldest Daughter of the said *Richard* Lord Viscount *Howe*, of the Third Part; the Reverend *Roger Mather*, Doctor in Divinity, and Rector of *Whitechapel*, in the County of *Middlesex*, of the Fourth Part; the Right Honourable Sir *William Howe*, Knight of the Most Honourable Order of the Bath, and the Honourable and Reverend *John Harley*, Dean of *Windsor*, in the County of *Berks*, of the Fifth Part; the Honourable *John Villiers* of *The Grove*, near *Watford*, in the County of *Hertford*, Esquire, and the Honourable *John Leveson Gower*, One of the Lords Commissioners of the Admiralty,

Indentures of  
Lease and Re-  
lease and Set-  
tlement, dated  
27th and 28th  
July 1787.

of

of the Sixth Part; *Henry Strachey*, of *Charles Street, Berkeley Square*, in the said County of *Middlesex*, Esquire, *John Holliday*, of *Lincoln's Inn*, in the same County, Esquire, *James Hodgson*, of *Chancery Lane, London*, Gentleman, and *Thomas Dunn*, of *Lincoln's Inn* aforesaid, Gentleman, of the Seventh Part; the Right Honourable *William Augustus Pitt*, now the Right Honourable Sir *William Augustus Pitt*, Knight of the Most Honourable Order of the Bath, of *Highfield, near Hartford Bridge*, in the County of *Southampton*, and *William Jennens*, of *Acton Place*, in the County of *Suffolk*, Esquire, of the Eighth Part; and *Thomas Grosvenor*, of *Walthamstow*, in the County of *Essex*, Esquire, and the Honourable *Thomas Harley*, One of the Aldermen of the City of *London*; of the Ninth Part; reciting (among other Things) the said herein-before in Part recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, and that a Marriage had been agreed upon between the said *Penn Asbhton Curzon* and *Sophia Charlotte Howe*, and that, in Contemplation of the said Marriage, the said *Asbhton Curzon* had agreed to convey, settle, and assure, divers Manors, Messuages, Lands, Tenements, and other Hereditaments, in the Counties of *Lancaster, York, Bucks, Hertford, and Leicester*, whereof he was seised in Fee Simple, and his said undivided Moiety of the Rectory of *Whalley*, and other the Premises comprized in the said recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, with their Appurtenances, to the several Uses, and upon the Trusts, and in the Manner therein-after mentioned, it is by the now reciting Indenture witnessed, that, in pursuance of the said Agreement, and in Consideration of Ten Shillings to the said *Asbhton Curzon* paid by the said Sir *William Howe* and *John Harley*, he the said *Asbhton Curzon* did grant, bargain, sell, alien, release, and confirm, unto the said Sir *William Howe* and *John Harley*, their Heirs and Assigns, all that One undivided Moiety or Half Part (the Whole into Two equal Parts being divided) of him the said *Asbhton Curzon*, of and in all and singular the said Rectory of *Whalley*, Chapels, Glebe Lands, Houses, Edifices, Lands, Tenements, Tythes, Oblations, Obventions, and of and in all and every the Messuages, Lands, Tenements, Hereditaments, and Premises comprized in and demised by the said recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, or mentioned or intended so to be, with their and every of their Appurtenances, To hold the same unto the said Sir *William Howe* and *John Harley*, their Heirs and Assigns, for and during the natural Lives of them the said *Nathaniel Lister, Asbhton Curzon*, and *Thomas Lister*, and the Life of the longest Liver of them, subject to the Rents and Covenants in the said recited Indenture of Lease reserved and contained, as far as the same related to or concerned the said undivided Moiety thereby released of and in the said Premises, but upon the several Trusts, and for the Intents and Purposes therein and herein-after expressed concerning the same; that is to say, upon Trust, by and out of the Rents and Profits of the said Leasehold Premises, to pay the Rents reserved in and by the said recited Indenture of Lease, and to perform the Covenants therein contained, and which on the Lessees Part and Behalf are or ought to be paid, done, or performed, so far as the same Rents and Covenants concerned the said undivided Moiety, and also to renew, or join and concur in renewing, the said Lease from Time to Time as Occasion should require, and for that Purpose to make, or to join and concur in making, such Surrender or Surrenders as should be requisite and

[*Loc. & Pet.*]

14 U

necessary

necessary in that Behalf, and by and out of the Rents and Profits of the said Moiety of the said Leasehold Premises thereby granted and released, to raise so much Money as should from Time to Time be necessary and sufficient for paying off the Fine or Fines, or a just and due Proportion of the same, in respect of the said Moiety and other necessary Charges for the renewing of the said Lease, and also all such Costs, Charges, Damages, and Expences, as they the said Trustees should or might at any Time sustain, be at, or be put unto, in or about the Execution of the Trusts thereby in them reposed, or in anywise relating thereto, and subject thereto they the said Trustees, and their Heirs, should stand and be seised of and interested in the said undivided Moiety or Half Part of the said Rectory, Chapels, Glebe Lands, Tythes, Hereditaments, and Premises thereby granted and released, in Trust for such Person or Persons as should from Time to Time be entitled to the said Manors, Messuages, Lands, Tenements, and Hereditaments, in the said County of *Lancaster* therein-before and thereby limited and appointed, and for such Uses, Intents, and Purposes as were therein-before limited, expressed, mentioned, or declared of or concerning the said last-mentioned Manors, Messuages, Lands, Tenements, and Hereditaments, or as near thereto as might be, and the different Nature of the said Estates, and the Rules of Law and Equity, would permit, the which said Manors, Messuages, Lands, Tenements, and Hereditaments in the said County of *Lancaster*, were therein-before and thereby limited and appointed, and granted and released by the said *Ashton Curzon* and *Penn Ashton Curzon*, unto the said *Sir William Howe* and *John Harley*, and their Heirs, to the Use of the said *Penn Ashton Curzon* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power and Authority to do and permit Waste, and with such leasing and other Powers as are therein-after mentioned; with Remainder to the Use of the said *Sir William Howe* and *John Harley*, and their Heirs, during the Life of the said *Penn Ashton Curzon*, upon Trust to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; and from and after the Decease of the said *Penn Ashton Curzon*, to the Use, Intent, and Purpose, that the said *Sophia Charlotte Howe* and her Assigns (in case she should happen to survive the said *Penn Ashton Curzon*) should and might yearly, and every Year, during the Residue of her natural Life, have, receive, and take, out of the Rents and Profits of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, in the Counties of *Lancaster*, *York*, and *Leicester*, One annual Sum or yearly Rent of Nine hundred and fifty Pounds, to be issuing thereout and payable as therein is mentioned, and also to the Use and Intent, that in case the said *Sophia Charlotte Howe* shall survive not only the said *Penn Ashton Curzon*, but also the said *Ashton Curzon*, she the said *Sophia Charlotte Howe* and her Assigns should, from the Decease of the Survivor of them the said *Ashton Curzon* and *Penn Ashton Curzon*, yearly receive and take, during the Residue of her Life, One further annual Sum or yearly Rent Charge of One thousand Pounds, in Addition to the said former Provision, as and for her Jointure, and in bar of her Dower, and with such Powers and Remedies for Recovery and enforcing the Payment thereof respectively as therein is mentioned; and from and after the Determination of the Uses and Estates therein-before limited, to the Use of the said *John Villiers* and *John Leweson Gower*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed from the Death of the said *Penn Ashton Curzon*,

*Curzon*, for the better securing, by the Ways and Means therein-after mentioned, the due Payment of the said Annuity; and from and after the Determination of the same Term, and subject thereto, and to the Trusts thereof, in the mean Time to the Use of the said *Henry Strachey*, *John Holliday*, *James Hodgson*, and *Thomas Dunn*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Death of the said *Penn Asfbeton Curzon*, and fully to be complete and ended, upon the Trusts therein-after declared concerning the same Term; with Remainder to the Use of the First Son of the Body of the said *Penn Asfbeton Curzon* on the Body of the said *Sophia Charlotte Howe*, his then intended Wife, and now Widow, to be begotten, and the Heirs Male of the Body of such First Son, with Remainder to the Use of the Second, Third, Fourth, Fifth, and every other Son of the Body of the said *Penn Asfbeton Curzon* on the Body of the said *Sophia Charlotte Howe* to be begotten, whether born in the Lifetime of the said *Penn Asfbeton Curzon* or after his Decease, severally, successively, and in Remainder one after another, in Order and Course as they should respectively be in Priority of Birth, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; with Remainder to the Use of the said *William Augustus Pitt* and *William Jennens*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts therein-after declared of and concerning the same Term; with Remainder to divers Uses, and subject to several Powers of Appointment, which, by the Death of the said *Penn Asfbeton Curzon*, in the Lifetime of the said *Asfbeton Curzon*, and other Contingencies, are now become incapable of taking Effect; with Remainder to the said *Asfbeton Curzon*, and the Heirs Male of his Body, with Remainders over; and the Trusts of the said Term of Five hundred Years were by the said Indenture of Release of Nine Parts declared to be upon Trust for raising by Sale, Mortgage, or other Disposition of the said Manors and Premises, for all or any Part of the said Term, the Sum of Sixteen thousand Pounds, for the Portions of Two or more Children of the said *Penn Asfbeton Curzon* by the said *Sophia Charlotte Howe*, (other than and besides an eldest or only Son), and to be payable at such respective Times, and with such Maintenance in the mean Time, from the Decease of the said *Penn Asfbeton Curzon*, as in the same Indenture of Release is in that Behalf expressed; and in and by the said Indenture of Release or Settlement, the Trusts of the said Term of One thousand Years were declared to be for raising by Sale, Mortgage, or other Disposition of the Manors and Premises comprized in the said Term, the Sum of Twenty thousand Pounds, for the Portion of One or more Daughter or Daughters of the said *Penn Asfbeton Curzon* by the said *Sophia Charlotte Howe*, in case there should be a Son or Sons of the said Marriage, and he or they should all die under the Age of Twenty-one Years without Issue Male; the said Sum of Twenty thousand Pounds to be raised and paid at such Age or Time, and with such Maintenance in the mean Time, as in the said Indenture of Release or Settlement is in that Behalf expressed: And whereas the said Marriage between the said *Penn Asfbeton Curzon* and *Sophia Charlotte Howe*, soon after the Date and Execution of the said Indentures of Settlement, took Effect, and there is Issue now living of such Marriage, *George Augustus William Curzon*, *Richard William Penn Curzon*, and *Marianne Curzon*, who are all Infants; (that is to say), the said *George Augustus William Curzon*, of the Age of Eleven Years, or thereabouts, the said *Richard William Penn Curzon*,

Marriage of  
Mr. *Curzon*  
and Lady *S.*  
*C. Howe*.

Partition between the late Mr Curzon and Lord Ribblesdale.

Allotments accepted by each Party.

Indenture of Lease of 10th June 1795.

Death of P. A. Curzon.

*Curzon*, of the Age of Three Years, or thereabouts, and the said *Marianne Curzon*, of the Age of Nine Years, or thereabouts: And whereas the said *Penn Asfbeton Curzon* and *Thomas Lord Ribblesdale* (then *Thomas Lister*) did, in the Month of *September* One thousand seven hundred and ninety-four, come to an Agreement for making a Partition, Severance, and Division between them of the said Rectory, and of all the Chapels, Glebe Lands, Tythes, and Hereditaments, held under the said Indenture of Lease, and the annual Values and other Particulars thereof respectively having been ascertained, the same were divided into Two equal Lots or Shares, which Lots or Particulars were reduced into Writing, and are contained in the First, Second, and Third Schedules to this Act annexed: And whereas, upon the making such Partition and Division as aforesaid, the Hereditaments and Estates comprized in Lot N<sup>o</sup> 2. (being the same which are contained and particularly described in the Second Schedule hereto annexed) were taken and accepted by the said *Penn Asfbeton Curzon*, and the Hereditaments and Estates comprized in Lot N<sup>o</sup> 1. (being the same that are contained and particularly described in the Third Schedule hereunto annexed), were taken and accepted by the said *Thomas Lister*, now *Lord Ribblesdale*; and in consequence of such Partition and Division, the said Chapels, Glebe Lands, Tythes, and Hereditaments, comprized in each of the said respective Lots or Shares, have ever since been held and enjoyed in Severalty by the said several Parties entitled thereto as aforesaid: And whereas by another Indenture of Lease, bearing Date the Tenth Day of *June* One thousand seven hundred and ninety-five, and made between the Most Reverend Father in God *John* by Divine Providence Lord Archbishop of *Canterbury*; Primate of all *England*, of the One Part, and the said *Penn Asfbeton Curzon* and *Thomas Lister*, of the other Part, the said Lord Archbishop, in Consideration of the Surrender of the said recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, and for other Considerations, did demise, grant, and to farm let, unto the said *Penn Asfbeton Curzon* and *Thomas Lister*, all and singular the said Rectory and Parsonage of *Whalley*, with the Appurtenances and other the Premises mentioned and comprized in the said herein-before recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, with the like Exceptions and Reservations to the said Lord Archbishop, Party to the now reciting Indenture, as are excepted, reserved, and expressed in the said Indenture of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, to the Lord Archbishop, Party thereto, To hold the same (except as before excepted) unto the said *Penn Asfbeton Curzon* and *Thomas Lister*, their Heirs and Assigns, from thenceforth for and during the natural Lives of the Right Honourable *Asfbeton Curzon* (then Lord *Curzon*), then aged Sixty four Years or thereabouts, the said *Thomas Lister*, then aged Forty-three Years or thereabouts, and the said *Penn Asfbeton Curzon*, then aged Thirty-eight Years or thereabouts, and the Life of the longest Liver of them, at and under the like yearly and other Rents, Payments, and Outgoings, and under and subject to the like Covenants, Provisoos, Clauses, and Agreements, as, in and by the said recited Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, are reserved and contained: And whereas, before the said Agreement for the said Partition and Division was effectually carried into Execution, the said *Penn Asfbeton Curzon* departed this Life on or about the Second Day of *September* One thousand



thousand seven hundred and ninety-seven, leaving the said Lady *Sophia Charlotte Curzon*, his Widow, and the said *George Augustus William Curzon*, his eldest Son and Heir at Law, and the said *Richard William Penn Curzon*, and *Marianne Curzon*, his only other Children, him surviving: And whereas the said *John Harley* is also since dead, leaving the said Sir *William Howe*, his Co-trustee, him surviving; and the said *William Jennens* is also since dead, leaving the said *William Augustus Pitt*, his Co-trustee in the said Settlement, him surviving; and the said *John Leveson Gower* is also since dead, leaving the said *John Villiers*, his Co-trustee, him surviving: And whereas the said Partition and Division so made, or agreed to be made, by the said *Penn Asbeton Curzon* and *Thomas Lister*, now Lord *Ribbledale*, is manifestly for the Advantage of the said respective Owners and Proprietors of the said Leasehold Premises, and would be particularly beneficial to all Persons interested under the said Indentures of Settlement; and if such Partition and Division were confirmed and carried into Effect, and separate Leases granted of each Proprietor's Share or Allotment, very considerable Improvements might be made of the said Premises, which in their undivided State cannot be made thereof, but such Partition and Division cannot be effectually established, and carried into Execution, without the Aid and Authority of Parliament; and although the said Lord Archbishop of *Canterbury* is well satisfied that the granting such separate Leases would tend to improve the said Leasehold Premises, and in Process of Time considerably to benefit the See of *Canterbury*, yet Doubts have arisen whether the said Lord Archbishop is empowered by Law to grant such separate Leases: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Lord Archbishop of Canterbury*, the said Lady *Sophia Charlotte Curzon*, on Behalf of herself and the said *George Augustus William Curzon*, *Richard William Penn Curzon*, and *Marianne Curzon*, her infant Children, and the said *Asbeton Lord Curzon*, the said Sir *William Howe*, *Henry Strachey*, *John Holliday*, *James Hodgson*, and *Thomas Dunn*, and the said Sir *William Augustus Pitt*, and *Thomas Lord Ribblesdale*, 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 the Partition, Division, Severance, and Allotments so made or agreed to be made of the said entire Rectory, Chapels, Glebe Lands, Tythes, and Hereditaments, comprized in and held under the said Indentures of Lease, and which are more particularly mentioned and described in the several Schedules hereunto annexed, shall be, and the same is and are hereby ratified, established, and confirmed, and shall be good, valid, and effectual in the Law, to all Intents and Purposes whatsoever, according to the true Intent and Meaning of this present Act, against all Persons whomsoever.

Death of *John Harley*, *William Jennens*, and *John Leveson Gower*.

The Partition made as aforesaid is beneficial to all Parties.

The Partition confirmed.

II. And be it further enacted by the Authority aforesaid, That all and every the Chapels, Glebe Lands, Messuages, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments contained in the said Allotment, N<sup>o</sup> 2. and particularly mentioned, specified, and described in the Second Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, (being the same Chapels, Glebe Lands, Messuages, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments, which, on the Partition and Division so made, or agreed to be made as aforesaid, were allotted as the specifick Part and Share of

Allotment, No. 2. vested in the Heir of Mr. Curzon.

[Loc. & Per.]

14 X

the

the said *Penn Asbhton Curzon*, and agreed by him to be accepted in lieu of his undivided Part and Share of and in the said Premises), shall, from and immediately after the passing of this Act, be, and the same are hereby vested, settled, limited, and assured, and shall go, remain, and enure in Severalty, to, for, and upon such and the same Uses, and upon such and the same Trusts, and to and for such and the same Ends, Intentions, and Purposes, and under and subject to such and the same Charges, Powers of Leasing, and other Powers, Provisoos, Declarations, and Agreements, as in and by the said recited Indentures of Settlement of the Twenty-seventh and Twenty-eighth Days of *July* One thousand seven hundred and eighty-seven, were limited, created, provided, and declared, or mentioned, or intended to be limited, created, provided, and declared, of and concerning One undivided Moiety or equal Half Part of the said Rectory, Hereditaments, and Premises, either expressly or by Reference, or so many of them as are now existing undetermined and capable of taking Effect, freed and absolutely acquitted, exonerated, and discharged of and from all Claims and Demands which the said *Thomas Lord Ribblesdale*; or his Heirs, or any other Person or Persons claiming, or who shall or may claim, by, from, or under him the said *Thomas Lord Ribblesdale*, of and concerning One undivided Moiety, or any other undivided Share of the said entire Rectory, Hereditaments, and Premises.

The Chancel of the Church of *Whalley* to be kept in Repair by the Owners of Lot. 2.

III. And be it further enacted by the Authority aforesaid, That, from Time to Time, and at all Times hereafter, the Chancel of the Parish Church of *Whalley* aforesaid, being Part and Parcel of the said Hereditaments and Premises comprized in the said Lot, N<sup>o</sup> 2. and so agreed to be allotted as the specifick Part and Share of the said *Penn Asbhton Curzon* as aforesaid, shall be maintained, supported, and kept in good Repair, by and at the Costs and Charges of such Person and Persons as by virtue of or under the Limitations contained in the said Indenture of Release or Settlement, of the Twenty-eighth Day of *July* One thousand seven hundred and eighty-seven, or by virtue of this Act, shall be seized of or entitled to any Estate or Interest in the same Hereditaments and Premises, or in any Part thereof respectively.

Provision for future Repairs of the Chancel of *Whalley* Church.

IV. And be it further enacted, That it shall and may be lawful for the said *John* Lord Archbishop of *Canterbury*, and his Successors, from Time to Time, when and as often as he and they shall grant any new Lease of the said Premises comprized in the same Lot, N<sup>o</sup> 2. to require that a proper Covenant or proper Covenants shall be inserted therein respectively, whereby such Lessee or Lessees, and his, her, or their Executors, Administrators, and Assigns, shall bind and oblige themselves, during the Existence of such Lease or Leases respectively, to maintain, support, and keep in good Repair the Chancel of the Parish Church of *Whalley*, at his, her, and their own Costs and Charges, and such Covenant or Covenants shall accordingly be inserted in every such new Lease; any Thing in the said Agreement for a Partition, or in this Act contained to the contrary notwithstanding.

Allotment, No. 1. vested in Lord *Ribblesdale*.

V. And be it enacted by the Authority aforesaid, That all and every the Chapels, Glebe Lands, Messuages, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments contained in the said Allotment, N<sup>o</sup> 1. and particularly mentioned, specified, and described, in the Third Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, (being the same Chapels, Glebe Lands, Messuages, Tenements,

ments, Tythes, Oblations, Obventions, Profits, and Hereditaments, which, on the Partition and Division so made, or agreed to be made as aforesaid, were allotted as the specifick Part and Share of the said *Thomas Lord Ribblesdale*, and agreed by him to be accepted in lieu of his undivided Part and Share of and in the same Premises), shall, from and immediately after the passing of this Act, be, and the same are hereby vested in and settled upon the said *Thomas Lord Ribblesdale*, his Heirs and Assigns, freed and absolutely acquitted, exempted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Conditions, Limitations, Declarations, and Agreements, which, in and by the said recited Indentures of Settlement of the Twenty-seventh and Twenty-eighth Days of *July* One thousand seven hundred and eighty-seven, were or are limited, created, provided, or declared, and also of and from all Claims and Demands which the said *Ashton Lord Curzon*, his Heirs or Assigns, or the Heirs or Assigns of the said *Penn Ashton Curzon* deceased, or any other Person or Persons claiming, or who shall or may claim by, from, or under the said *Ashton Lord Curzon*, and *Penn Ashton Curzon*, or either of them, of and concerning One undivided Moiety, or any other undivided Part or Share, Parts or Shares, of the said entire Rectory, Hereditaments, and Premises.

VI. Provided always, and be it further enacted, That this present Act, or any Thing herein contained, shall not extend, or be construed, deemed, or taken to revoke, make void, or in anywise alter or affect the aforesaid Leases, or any Renewals thereof, (except as herein mentioned), or any other Deed or Deeds, Limitation or Limitations, Charges or Incumbrances whatsoever, heretofore made of or concerning all or any Part or Parts of the said Rectory, Hereditaments, and Premises, of which such Partition and Division hath been made and confirmed as aforesaid, but that the said several Chapels, Glebe Lands, Tythes, Hereditaments, and Premises respectively, comprized in the said several Lots, and in the Second and Third Schedules hereunto annexed, shall be and remain, and shall respectively stand limited, settled, and assured to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and be subject to the same Charges, Limitations, Powers, Provisoos, and Agreements, as the said undivided Shares of the said entire Rectory and Premises in lieu of which such Allotments as aforesaid have respectively been made, now are or stand limited and settled, or subject and liable to; and that the said several Estates, Hereditaments, and Premises, so as aforesaid divided and allotted, shall and may be peaceably and quietly held and enjoyed accordingly, in the same Manner, and as effectually, as if the respective Moieties or Shares of the same Premises, for or in respect of which such Allotments were so made as aforesaid, had been comprized and fully described in and by the said several Deeds, and other the subsisting Assurances thereof; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Act not to affect the original Leases, or Renewals thereof.

VII. And be it further enacted by the Authority aforesaid, That, from and after the passing of this Act, it shall and may be lawful to and for the said *John Lord Archbishop of Canterbury*, and his Successors, to accept a Surrender or Surrenders of the said several Leases, of the Twenty-third Day of *March* One thousand seven hundred and seventy-six, and the Tenth Day of *June* One thousand seven hundred and ninety-five, or either of them, so granted and made to the said *Ashton Lord Curzon*, and

Archbishop of *Canterbury* empowered to accept Surrenders of Leases, and grant new ones of each Part separately.

and *Thomas Lord Ribblesdale*, and to the said *Penn Asbeton Curzon*, and *Thomas Lord Ribblesdale* as aforesaid, and to grant in Possession Leases of the Premises thereby demised in the following Manner; (that is to say), To demise to the said *Sir William Howe*, his Heirs and Assigns, in and by One Indenture of Lease, the several Chapels, Glebe Lands, Messuages, Lands, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments contained in the said Allotment, N° 2. and particularly mentioned, specified, and described in the Second Schedule to this Act annexed, as the Part and Share of the said entire Rectory, Hereditaments, and Premises, which, on the Partition and Division aforesaid, were allotted in Severalty to the said *Penn Asbeton Curzon*; and also to demise to the said *Thomas Lord Ribblesdale*, and his Heirs and Assigns, in and by One other Indenture of Lease, the several Chapels, Glebe Lands, Messuages, Lands, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments, contained in the said Allotment, N° 1. and particularly mentioned, specified, and described in the Third Schedule to this Act also annexed, as the Part and Share of the said entire Rectory, Hereditaments, and Premises, which, on the Partition and Division aforesaid, were allotted in Severalty to the said *Thomas Lord Ribblesdale*, his Heirs and Assigns; so as the said Leases to be granted in pursuance of this Act, be respectively granted and made subject to such reserved Rents respectively as will together and in the Whole be equal to the several Rents reserved by the said Indenture of Lease of the Twenty-third Day of *March* One thousand seven hundred and seventy-six; and so as the specifick Lands and Hereditaments comprized in One of the said Leases to be granted in pursuance of this Act, be not made subject to or chargeable with any greater reserved Rent or Rents in the Whole than the Rent or Rents to be reserved or made payable for or in respect of the Lands and Hereditaments to be comprized in the other of the said Leases; and so as that each and every of the Leases to be made in pursuance of this Act, shall be for the Lives of the Survivors of the *Cestui que Vies* named in the last of the said herein-before recited Leases, or for the Life or Lives of such Person or Persons (not exceeding the Number of Three in any One Lease) as the said *John Lord Archbishop of Canterbury*, and the Proprietor or Proprietors for the Time being respectively of the said Chapels, Glebe Lands, Tythes, Hereditaments, and Premises, by virtue of any Lease or Leases to be granted by the Archbishop of *Canterbury* for the Time being, shall mutually agree upon, and shall contain proper and sufficient Descriptions of the Hereditaments and Parcels to be thereby respectively demised; and that the yearly Rents to be reserved in such new Leases respectively, shall be made payable on the same Days, and with such and the same Powers for the Recovery thereof, and such Forfeiture (*nomine pænæ*) in every such Lease, in case of Nonpayment of the yearly Rents to be thereby reserved, and such Power of defalking and retaining in the Hands of each of the said respective Lessees to their own Use, out of the said yearly Rents thereby respectively reserved, such Sum and Sums of Money as shall be equal to One Half Part of the several Sums which by the said first recited Indenture of Lease were authorized or allowed to be deducted or retained.

Reversions of  
new Leases to  
remain in the  
Archbishop as  
heretofore.

VIII. And be it further enacted by the Authority aforesaid, That, from and after the passing of this Act, and the granting of such new Leases respectively as aforesaid, the said *John Lord Archbishop of Canterbury*, and his Successors, shall stand and be seised of the Reversion and Inheritance

ritance of the several Chapels, Glebe Lands, Messuages, Lands, Tenements, Tythes, Oblations, Obventions, Profits, and Hereditaments respectively, mentioned, specified, and described in the said Second and Third Schedules to this Act annexed, subject to and charged with the several apportioned Rents, Stipends, and Payments respectively, to be reserved or made payable by each of the said respective Leases, as of Two entire and separate Estates held in Severalty, and independently of each other, and the same several Chapels, Glebe Lands, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises, specified and described in each of the same several Schedules, shall and may from thenceforth for ever thereafter be held and enjoyed accordingly; any Thing in this Act contained to the contrary thereof in anywise notwithstanding.

IX. And be it further enacted, That it shall and may be lawful to and for the said *John* Lord Archbishop of *Canterbury*, and his Successors, from Time to Time, and at all Times for ever, after the granting of such new Leases respectively; to accept Surrenders of the same, or any of them, and of all future Leases to be granted of the same Premises respectively, and to grant new Leases in Possession of the Premises comprized in the Leases so surrendered for such Life or Lives, (not exceeding Three Lives in being in any One Lease) as shall be agreed upon between the Lessor and Lessee for the Time being, at such and the same yearly Rents, or more, and subject to the like Covenants and Agreements, as shall be reserved and contained in the Leases to be from Time to Time respectively surrendered; any Law in being to the contrary in anywise notwithstanding.

Archbishop enabled to accept Surrenders, after granting the new Leases, and to grant other Leases not exceeding Three Lives in any one Lease.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *John* Lord Archbishop of *Canterbury*, and his Successors, Archbishops of *Canterbury* for the Time being, and the said *Ashton* Lord *Curzon*, *Lady Sophia Charlotte Curzon*, *George Augustus William Curzon*, *Richard William Penn Curzon*, and *Marianne Curzon*, and the Heirs of their respective Bodies, and the said *Sir William Howe*, and other the Trustees named in the said recited Indentures of Settlement of the Twenty-seventh and Twenty-eighth Days of *July* One thousand seven hundred and eighty-seven, and his and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, or Interest, by virtue of or under the same Settlement, and also other than and except the said *Thomas* Lord *Ribbledale*, his Heirs and Assigns), all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever, of, in, and to, or out of the said Rectory, Chapels, Glebe Lands, Messuages, Tenements, Tythes, Hereditaments, and Premises; as they, every, or any or either of them, had before the passing of this Act, or could or might have had and enjoyed in case this Act had not been made.

General Saving.

XI. And be it further enacted, That this Act shall be allowed in all Courts whatsoever as a Publick Act; and all Judges, Justices, and other Persons, are hereby required to take Notice of it as such, without specially pleading the same.

Publick Act.

The First SCHEDULE to which the  
DIVISION of the Four Free Burgages, and the Glebe Lands and Buildings

## LOT, N° 1.

	£.	s.	d.
Mistress <i>Isabella Haldren's</i> Free Borough House and Lands	12	12	—
<i>Robert Wood's</i> Free Borough House and Lands	11	12	—
<i>Thomas Brown's</i> Allotment on <i>Low Moor</i>	8	—	—
<i>John Nowell's</i> Lands	4	—	—
<i>William Harris's</i> Lands	2	2	—
<i>Thomas and John Robinson's</i> Lands	6	6	—
A Strip of Land called <i>Mether Lands</i> , Part of Mr. <i>Wilson's</i>	2	12	6
<i>John Taylor's</i> Lands	1	10	—
	£. 48	14	6

DIVISION of the Residue of the Rectory of *Whalley*, as estimated

	£.	s.	d.
Glebe Lands and Buildings in <i>Church</i>	69	13	—
Ditto in <i>Haslingden</i>	155	—	—
Ditto in <i>Downham</i>	47	10	—
Ditto unascertained in <i>Altham</i>	1	—	—
Tythes of <i>Accrington</i>	32	—	—
Ditto of <i>Altham</i>	15	—	—
Ditto of <i>Bowland</i>	25	—	—
Ditto of <i>Chatburn</i>	14	14	—
Ditto of <i>Church</i>	5	—	—
Ditto of <i>Downham</i>	36	—	—
Ditto of <i>Henthorne and Coldcoats</i>	14	—	—
Ditto of <i>Twiston</i>	3	—	—
Ditto of <i>Mearley</i>	22	—	—
Ditto of <i>Mitton</i>	7	10	—
Ditto of <i>Oswaldtwistle</i>	42	—	—
Ditto of <i>Pendle Forest</i>	125	—	—
Ditto of <i>Pendleton</i>	52	10	—
Ditto of <i>Read</i>	21	—	—
Ditto of <i>Simonstone</i>	10	10	—
Ditto of <i>Wiswell</i>	22	—	—
Ditto of <i>Worston</i>	10	10	—
	£. 730	17	—

CHAPELS of *Downham*, *Church*, *Altham*, *Bowland*, *Penden*, and  
the Chapel of the Castle of *Clitheroe*.

foregoing Act of Parliament refers.

thereunto belonging, in *Clitheroe*, Parcel of the Rectory of *Whalley*.

LOT, N° 2.

	£.	s.	d.
Reverend <i>Thomas Wilson's</i> Free Borough House and Lands, except <i>Mether Lands</i>	11	13	—
Mr. <i>John Parker's</i> Free Borough House and Lands	14	10	—
Mr. <i>Martin Richardson's</i> Lands	21	—	—
<i>Richard Smalley's</i> Lands	3	3	—
Mistress <i>Catherine Harworth's</i> Croft	1	10	—
	<hr/>		
	£. 51	16	—
Deduct a Slip from Mr. <i>Wilson's</i> , called <i>Mether Lands</i>	2	12	6
	<hr/>		
	£. 49	3	
	<hr/>		

by *William Young*, the Archbishop of *Canterbury's* Agent, 1794.

	£.	s.	d.
Glebe Lands and Buildings at <i>Whalley</i>	53	4	—
Ditto in <i>Burnley</i>	102	18	—
Ditto in <i>Coln</i>	59	16	—
Ditto in ditto, for Half a Year's Water to Mr. <i>Starkie's</i> Factory, omitted by Dr. <i>Collins</i> on dividing the Glebe Property	2	2	—
Tythes of <i>Briercliffe with Extwistle</i>	32	—	—
Ditto of <i>Hey Houses</i>	4	—	—
Ditto of <i>Burnley with Habergham Eaves, Hapton, Cliviger,</i> and <i>Worsthorn</i>	200	—	—
Ditto of <i>Whalley</i>	3	13	6
Ditto of <i>Clitheroe</i>	14	—	—
Ditto of <i>Coln and Foulridge</i>	70	—	—
Ditto of <i>Ightenhill Park</i>	11	11	—
Ditto of <i>Marsden</i>	45	—	—
Ditto of <i>Padiham</i>	12	—	—
Ditto of <i>Hasslingden and Rossendale</i>	65	—	—
Ditto of <i>Trawden</i>	34	—	—
Ditto of <i>Clayton</i>	6	—	—
Ditto of <i>Huncoat</i>	10	10	—
	<hr/>		
	£. 725	14	6
	<hr/>		

CHAPELS of *Padiham, Clitheroe, Colne, Burnley, Hasslingden,*  
*Trawden, and Rossendale.*

The

The Second SCHEDULE to which the foregoing Act of Parliament refers, containing the Lot N<sup>o</sup> 2.

THE Moiety or Half Part of the Rectory and Parsonage of *Whalley*, and of all the Rights, Members, and Appurtenances thereof in the County of *Lancaster*.

The Chapels of *Padibam*, *Clitheroe*, *Colne*, *Burnley*, *Hasslingden*, *Trawden*, and *Rosendale*, in the County of *Lancaster*, with their respective Rights, Members, and Appurtenances.

A Burgage Messuage, Tenement or Freeborough House, situate and being in *Castle Gate* in *Clitheroe*, in the said County of *Lancaster*; heretofore commonly called or known by the Name of *Cliffs*, and now or lately in the Occupation of the Reverend *Thomas Wilson*, or his Undertenants, with the Two Barns, Stables, Cow Houses, Yard, Garden, and Croft thereto belonging; (the Piece or Stripe of Land called *Mether Lands*, comprized in Lot N<sup>o</sup> 1, excepted), containing together Two Roods or thereabouts, of the customary Measure there used (be the same more or less).

Another Burgage Messuage, Tenement, or Freeborough House, situate in *Lower Gate* in *Clitheroe* aforesaid, heretofore commonly called or known by the Name of *Hill House*, and now or lately in the Occupation of *Jonathan Wilson*, or his Undertenants, with the Yard, Garden, and Appurtenances thereto belonging, and the Closes, Pieces, or Parcels of Ground, situate in *Clitheroe* aforesaid, and therewith occupied, commonly called or known by the Names of the *Green Leach Meadows* and *Goose Butts*, containing together Six Acres and Twenty Perches or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately in the Occupation of the said *Thomas Wilson* and *Jonathan Wilson*, or One of them, their or One of their Undertenants.

The several Closes, Pieces or Parcels of Ground, situate in *Clitheroe* aforesaid, commonly called or known by the Names of *Nearer Castle Croft*, *Farther Castle Croft*, *Cliffs Castle Croft*, and a Close or Parcel of Land lately allotted from the Common or Low Moor of *Clitheroe* aforesaid, containing together Seven Acres and Thirteen Perches or thereabouts, of the customary Measure there used (be the same more or less) and now or lately in the Occupation of *Mr. Martin Richardson*.

Two Closes, Pieces, or Parcels of Ground, situate in *Clitheroe* aforesaid, commonly called or known by the Names of *Salt Hill Sides*, containing together Three Acres and Three Roods or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately in the Occupation of *Richard Smalley*.

A Close or Croft, situate at *Clitheroe* aforesaid, commonly called or known by the Name of *Salt Hill Moor Croft*, containing Two Roods and Twenty Perches or thereabouts, of the customary Measure there used,



used (be the same more or less) and now or lately in the Occupation of Mr. *Henry Eccles*.

All and singular the Messuages, Houses, Buildings, Lands, and Closes, Pieces and Parcels of Ground whatsoever, of or belonging to the said Rectory and Parsonage of *Whalley* aforesaid, or accepted, reputed, deemed, taken, known, held, used, occupied, or enjoyed, as Part, Parcel, or Member thereof, situate, lying, or being in *Whalley*, *Burnley*, and *Colne*, or any of them, in the said County of *Lancaster*, with their and every of their Rights, Members, and Appurtenances.

All and all Manner of Tythes, as well Great as Small, Oblations, Obventions, and other Profits, Emoluments, Commodities, Advantages, and Hereditaments whatsoever (Parcel of the said Rectory or Parsonage) coming, growing, being, arising, increasing, or renewing in *Briercliffe* with *Extwistle*, in *Heyhouses*, in *Burnley* with *Habergham Eves*, *Hapton*, *Cliviger*, and *Worsthorn*, and in *Whalley*, *Clitheroe*, *Colne*, *Foulridge*, *Ightenhill Park*, *Marsden*, *Padibam*, *Rosendale*, *Trawden*, *Clayton*, and *Huncoat*, and in every or any of them, in the said County of *Lancaster*, and in *Hastlingden* in the same County (other than and except all and singular the Messuages, Houses, Buildings, Lands, and Closes, Pieces and Parcels of Ground in *Hastlingden* aforesaid, of or belonging to the said Rectory and Parsonage, or accepted, reputed, deemed, taken, known, had, held, used, occupied, or enjoyed, as Parcel thereof, and which are comprised in the Third Schedule to the foregoing Act annexed, and were and are allotted to the said *Thomas Lord Ribblesdale*, his Heirs and Assigns).

The Third SCHEDULE to which the foregoing Act of Parliament refers, containing the Lot N<sup>o</sup> 1.

THE Moiety or Half Part of the Rectory and Parsonage of *Whalley*, and of all the Rights, Members, and Appurtenances thereof, in the several Counties of *Lancaster* and *York*.

The Chapels of *Downham*, *Church*, *Altham*, *Bowland*, *Pendle* otherwise *Penden*, and the Chapel of the Castle of *Clitheroe*, with their respective Rights, Members, and Appurtenances, in the several Counties of *Lancaster* and *York*.

A Burgage Messuage and Tenement, or Freeborough House, situate in the Market Place in *Clitheroe* aforesaid, heretofore commonly called or known by the Name of *Herds*, otherwise *Whitakers*, now in the Occupation of Mrs. *Isabella Haldren*, or her Undertenants, with the Yard, Garden, Cottage in *Black Lane*, now in the Occupation of Widow *Douglas*, and the Stable and Appurtenances thereunto belonging, and the several Closes, Pieces or Parcels of Ground, situate in *Clitheroe* aforesaid, therewith occupied or thereunto belonging, commonly called or known by the Names of *Gill Crofts*, *Barn Meadow*, and a newly inclosed Piece or Parcel of Land adjoining and allotted thereto, from the Common or High Moor of *Clitheroe* aforesaid, and containing together Seven Acres or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately also in the Occupation of the said *Isabella Haldren*, or her Undertenants.

Another Burgage Messuage and Tenement, or Freeborough House, situate in *Castle Gate*, in *Clitheroe* aforesaid, heretofore commonly called or known by the Name of *Heys*, and now or lately in the Occupation of *William Tattersfall*, or his Undertenants, with the Yard, Garden, Barn, Croft, and Appurtenances thereto belonging or therewith occupied, containing together One Acre or thereabouts, of the customary Measure there used (be the same more or less).

The several Closes, Pieces or Parcels of Ground, situate in *Clitheroe* aforesaid, Part thereof being called *Mether Lands*, and the Remainder being an Allotment to the Glebe from the Common called *The Low Moor*, in *Clitheroe* aforesaid, adjoining the Road leading to *Clitheroe Mill*, on the South Side thereof, and opposite to *The Heets*, occupied by *Henry Robinson*, and containing together Thirteen Acres, Three Roods, and Twenty Perches, or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately in the Occupation of *Thomas Robinson*, or his Undertenants.

A Close, Piece or Parcel of Ground, situate in *Clitheroe* aforesaid, commonly called or known by the Name of *Long Croft*, and containing One Acre and One Rood or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately in the Occupation of *Henry Hayhurst*, or his Undertenants.

Another Close, Piece or Parcel of Ground, situate in *Clitheroe* aforesaid, commonly called or known by the Name of *Cringle Crangle*, containing One Acre and One Rood, or thereabouts, of the customary Measure there used, (be the same more or less), and now or lately in the Occupation of *William Harris*, or his Undertenants.

Three other Closes, Pieces or Parcels of Ground, situate at *Clitheroe* aforesaid, commonly called or known by the Names of *Hard Hill Heyes* and *Bottom*, and containing together by Estimation Seven Acres or thereabouts, of the customary Measure there used; (be the same more or less), and now or lately in the Occupation of *Thomas Robinson* and *John Robinson*, or One of them, their or One of their Undertenants.

A Piece or Stripe of Land, situate in *Clitheroe* aforesaid, commonly called or known by the Name of *Mether Lands*, containing Three Roods or thereabouts, of the customary Measure there used, (be the same more or less), heretofore Part or Parcel of, or occupied with a Tenement comprized in Lot N<sup>o</sup> 2. called *Cliffs*, and now or lately in the Occupation of *Thomas Robinson*, or his Undertenants.

Another Close, Piece or Parcel of Ground, situate in *Clitheroe* aforesaid, commonly called or known by the Name of *Wheat Croft*, containing One Acre and One Rood or thereabouts, of the Measure there used, be the same more or less, and now or lately in the Occupation of *John Taylor*, or his Undertenants.

All and singular the Messuages, Houses, Buildings, Lands, and Closes, Pieces and Parcels of Ground whatsoever, of or belonging to the said Rectory and Parsonage of *Whalley* aforesaid, or accepted, reputed, deemed, taken, or known, held, used, occupied, or enjoyed as Part, Parcel, or Member thereof, situate, lying, or being in *Church*, *Hastlingden*, *Downham*, and *Altham*, or any of them, in the said County of *Lancaster*.

All and all Manner of Tythes, as well Great as Small, Oblations, Obventions, and other Profits, Emoluments, Commodities, Advantages, and Hereditaments whatsoever, Parcel of the said Rectory or Parsonage, coming, growing, being, arising, increasing, or renewing, in *Accrington*, *Altham*, *Bowland*, *Chatburn*, *Church*, *Downham*, *Henthorn*, *Coldcoats*, *Mitton*, *Mearley*, *Oswaldtwistle*, *Pendleton*, *Penden*, *Pendle Forest*, *Read*, *Simonstone*, *Twiston*, *Wiswell*, and *Worston*, and in every or any of them, in the said Counties of *Lancaster* and *York*, or either of them.

---

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,  
Printers to the King's most Excellent Majesty. 1799.

