



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. 3.

An Act to authorize a Sale of Part of the Estates of the late *Joseph Taylor* of *Gledhow Mount* in the Parish of *Leeds* in the West Riding of the County of *York*, Esquire. [23d July 1866.]

WHEREAS *Joseph Taylor*, late of *Gledhow Mount* in the Parish of *Leeds* in the County of *York*, Esquire, made his Will, dated the 10th Day of *October* 1837, and thereby, after directing that all his just Debts, Funeral and Testamentary Expenses, be paid by his Executors therein-after named, and bequeathing certain pecuniary Legacies, and making a specific Devise of his Real Estate situate at *Howden*, he devised and bequeathed all the Residue of his Real Estate situate in *Hunslet*, *Potternewton*, or elsewhere, and all the Residue of his Personal Estate, unto *Edward Wainhouse* of *Leeds*, Merchant, *William Reade Vincent* (in the Will called *William Vincent*) of *Thorp Arch*, Esquire, and *Griffith Wright* of *Harehills House*, Esquire, their Heirs, Executors, Administrators, and Assigns; for the Term of Eleven Years from the Day of his (the Testator's) Decease, upon the Trusts therein-after expressed, (that is to say,) after certain Trusts as to the Uses or Conversion into Money of certain Chattels therein specified, upon trust to pay out of the Rents,

Will of Joseph Taylor, dated 10th Oct. 1837.

[Private.]

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Interests,

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Interests, Dividends, and Proceeds, to arise from the said Real and Personal Estates the Sum of Five hundred Pounds *per Annum* unto his (the Testator's) Wife *Sarah* for her Life, if she should so long continue his Widow, and upon further Trust to pay thereout the Sum of Seventy-five Pounds *per Annum* unto and equally among his (the Testator's) Three Nieces, the Daughters of his late Brother *William*, to be paid to their separate Use for their respective natural Lives, such Annuity of Seventy-five Pounds to continue and be paid to the Survivors and Survivor of them by Two equal half-yearly Payments in every Year, the first half-yearly Payment to be made at the End of Six Months next after his (the Testator's) Decease, and upon the further Trust to pay thereout the Sum of Five hundred Pounds *per Annum* unto the said *Edward Wainhouse* for his Life, if he should so long continue solvent, by yearly Payments, the first yearly Payment to be made at the End of Two Years next after his (the Testator's) Decease, but if the said *Edward Wainhouse* should become bankrupt, or execute an Assignment of his Estate for the Benefit of his Creditors, or take the Benefit of the Act for the Relief of Insolvent Debtors, or become insolvent in the ordinary Mercantile Acceptation of that Term, the Testator directed that then and from thenceforth the said Annuity of Five hundred Pounds should go to and be paid (instead of to the said *Edward Wainhouse* or his Assigns) unto and equally among *Dorothy, Elizabeth, and Caroline*, the Sisters of the said *Edward Wainhouse*, for their separate Use for and during their respective natural Lives, such Annuity of Five hundred Pounds to continue and be paid to the Survivors and Survivor of them; and the Testator directed that the Residue of the said Rents, Interests, Dividends, and Proceeds should, during the said Term of Eleven Years, be invested on Real Securities at Interest, and be allowed to accumulate for the Benefit of the Person who should become entitled to the Residue of his Personal Estate on the Expiration of the said Term of Eleven Years; and from and after the Determination of the said Term of Eleven Years the Testator devised all his said Real Estate at *Hunslet, Potternewton*, or elsewhere (subject, nevertheless, to and charged with the Payment of the said Annuity of Five hundred Pounds unto his said Wife for the Residue of her Life or Widowhood, the said Annuity of Seventy-five Pounds unto his said Nieces, Daughters of his late Brother *William*, for the Residue of their respective Lives, and the Lives or Life of the Survivors and Survivor of them, and the said Annuity of Five hundred Pounds unto the said *Edward Wainhouse* or his said Sisters, as the Case might be, according to the Trust therein-before declared concerning the same, for the Residue of his Life, or the Residue of his said Sisters respective Lives, and the Lives or Life of the Survivors and Survivor of them, with Powers of Distress and Entry for the Recovery of the said several Annuities, as if the same had been respectively secured by a Lease for

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for Years,) unto the said *Edward Wainhouse, William Reade Vincent, and Griffith Wright*, their Heirs and Assigns, to the Use of his the Testator's Great-nephew *Joseph*, the Son of *Joseph Taylor of Briestfield*, and his Assigns, for his Life, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said Trustees, their Heirs and Assigns, during the Residue of his Life, in trust for him and to support the contingent Uses therein-after limited, and after the Decease of the Testator's said Great-nephew, to the Use of his (the said Great-nephew's) First and other Sons, according to Priority of Birth, and the Heirs Male of his and their Bodies, every elder Son and the Heirs Male of his Body taking before every younger Son and the Heirs Male of his Body, and for Default of such Issue to the Use of the eldest Brother of the Testator's said Great-nephew *Joseph* and his Assigns for his Life, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said Trustees, their Heirs and Assigns, during the Residue of his Life, in trust for him and to support the contingent Uses therein-after limited and after the Decease of the said Testator's Great-nephew *Joseph's* eldest Brother, to the Use of his the said Brother's First and other Sons according to Priority of Birth, and the Heirs Male of his and their Bodies, every elder Son and the Heirs Male of his Body taking before every younger Son and the Heirs Male of his Body; and the Testator appointed the said *Edward Wainhouse, William Reade Vincent, and Griffith Wright* joint Executors of his said Will:

And whereas the said Will contained no Limitation of the ultimate Remainder in Fee of the Testator's said Residuary Real Estate situate at *Hunslet, Potternewton*, and elsewhere, subject to the Limitations herein-before recited:

And whereas the said Testator died on the 8th Day of *April* 1839, and his said Will was proved in the proper Ecclesiastical Court on the 12th Day of *October* 1839, by the said *Edward Wainhouse* alone:

Death of
Testator,
8th April
1839.

And whereas by a Deed, dated the 24th Day of *August* 1839, the said *William Reade Vincent* and *Griffith Wright* disclaimed and renounced the Trusts and Executorship of the Will of the said Testator, and all the Real Estate thereby expressed to be devised to them jointly with the said *Edward Wainhouse*:

Deed dated
24th Aug.
1839.

And whereas the Three Nieces of the said Testator, the Daughters of his said Brother *William*, named in the said Will, were *Ann Parkin* the Wife of *Thomas Parkin*, *Mary Taylor*, and *Elizabeth Taylor*: And whereas the Three Sisters of the said *Edward Wainhouse* named in the said Will were *Dorothy Ann Wainhouse, Elizabeth Henrietta Wainhouse, and Caroline Wainhouse*: And whereas *Edward Taylor* of *Briestfield* was at the Death of the said Testator and is now the eldest Brother of the said *Joseph Taylor*,
the

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the Tenant for Life under the said Will: And whereas *Mark Taylor* the elder, of *Thornhill Lees* in the County of *York*, was the Heir-at-Law of the said Testator at his Death: And whereas the said *Sarah Taylor*, the Widow of the said Testator, died on the 30th Day of *April* 1848: And whereas the said *Thomas Parkin* died on the 20th Day of *January* 1853: And whereas the said *Mary Taylor* died on the 26th Day of *September* 1848: And whereas the said *Dorothy Ann Wainhouse* died on the 15th Day of *May* 1844: And whereas the said *Mark Taylor* the elder died on the 9th Day of *March* 1848, intestate as to Real Estate, and leaving *Mark Taylor* the younger his Heir-at-Law, and also the Heir-at-Law of the said Testator: And whereas in the Year 1843 a Suit of *Taylor v. Taylor* was instituted in the High Court of Chancery for the Purpose of having the Will of the said *Joseph Taylor* the Testator established, and his Estate administered: And whereas in the course of the Proceedings in the said Suit an Issue was directed to be tried at Law, and upon the Trial of such Issue it was found that the said *Edward Wainhouse* had become insolvent in the ordinary Mercantile Acceptation of that Term, and consequently the said Annuity of Five hundred Pounds ceased to be payable to him, and the same is now payable to the said *Elizabeth Henrietta Wainhouse* and *Caroline Wainhouse*: And whereas the said *Joseph Taylor* (the Tenant for Life) has Six Sons living, and no more, namely, *Joseph Bayldon Taylor*, his eldest Son, *Arthur William Taylor*, *Herbert Thomas Taylor*, *Percival James Taylor*, *Wilmot Denison Taylor*, and *Cecil George Taylor*, who are all Infants under the Age of Twenty-one Years, and unmarried, and he has had no Son who has died leaving Issue Male or having attained the Age of Twenty-one Years: And whereas the said *Edward Taylor* has never been married: And whereas the Lands and Hereditaments described in the Schedule to this Act annexed are Part of the Residuary Real Estate of the said Testator described by him as situate in *Hunslet*, *Potternewton*, or elsewhere:

Indenture
of Lease,
dated 16th
July 1860.

And whereas by an Indenture of Lease, dated the 16th Day of *July* 1860, and made between the said *Joseph Taylor*, the Tenant for Life, of the one Part, and *James Kitson* and *William Watson Hewitson* (since deceased) of the other Part, the said Lands and Hereditaments comprised in the said Schedule to this Act were, pursuant to an Order of the Court of Chancery dated the 25th Day of *May* 1860, demised by the said *Joseph Taylor*, the Tenant for Life to the said *James Kitson* and *William Watson Hewitson*, their Executors, Administrators, and Assigns, for the Term of Fourteen Years from the 1st Day of *April* 1860, at the Rent and upon the Terms and Conditions in the said Indenture mentioned:

Indenture,
dated 12th
Feb. 1864.

And whereas by an Indenture, dated the 12th Day of *February* 1864, and made between the said *Joseph Taylor*, the Tenant for Life, of the First Part, *Benjamin Lockwood*, *William Taylor*, and *Benjamin Peacock*,

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Peacock, of the Second Part, and divers other Persons of the Third Part, the said *Joseph Taylor*, the Tenant for Life, conveyed and assured all his Real and Personal Estate to the said *Benjamin Lockwood*, *William Taylor*, and *Benjamin Peacock*, upon trust to sell and dispose of the same, and apply the Proceeds in manner therein mentioned :

And whereas by an Indenture, dated the 1st Day of *July* 1864, and made between the said *Benjamin Lockwood*, *William Taylor*, and *Benjamin Peacock* of the First Part, *John Fowler* of *Leeds* in the County of *York*, Engineer, of the Second Part, and the said *Joseph Taylor*, the Tenant for Life, of the Third Part, for the Considerations therein mentioned, the said Lands and Hereditaments comprised in the said Schedule to this Act (together with other Hereditaments) were reconveyed and assured unto the said *Joseph Taylor*, the Tenant for Life, and his Assigns for and during his Life, to his and their own Use, subject, nevertheless, to the Annuities and other Payments charged thereon under or by virtue of the said Will :

Indenture,
dated 1st
July 1864.

And whereas the said *Joseph Taylor* the Tenant for Life deposited the said Indenture of the 1st Day of *July* 1864 with the said *John Fowler* as a Security for a Sum of 1,000*l.* lent by the said *John Fowler* to him the said *Joseph Taylor*, the Tenant for Life, which Sum of 1,000*l.*, with some Interest thereon, is still due and unpaid :

Deposit of
Indenture,
dated 1st
July 1864.

And whereas by an Agreement in Writing, dated the 21st Day of *June* 1864, and made between the said *Joseph Taylor*, the Tenant for Life, of the one Part, and the said *John Fowler*, on behalf of himself and of the said *James Kitson*, of the other Part, it was mutually agreed that the said *Joseph Taylor*, the Tenant for Life, on behalf of himself and all other Parties having an Estate or Interest in the Property therein-after described or referred to (subject to the Lease therein-after mentioned, and to any Covenants, Reservations, Restrictions, Stipulations, Rights, Easements, and Agreements, and to any Charges or Payments incident to the Tenure to which the same was subject, and to the Consent of all necessary Parties being obtained, and to the Sanction of the Court of Chancery under the Settled Estates Act, 1856), should sell, and that the said *John Fowler* should purchase, for 12,000*l.*, the said Lands and Hereditaments comprised in the said Indenture of Lease of the 16th Day of *July* 1860, with the Appurtenances :

Agreement
for Sale,
dated 21st
June 1864.

And whereas the said *John Fowler* made his Will dated the 9th Day of *August* 1864, and thereby appointed his Brother and Partner *Robert Fowler* and *Robert William Eddison* Engineer to be his Executors ; and he devised to the said *Robert Fowler* and *Robert William Eddison* and their Heirs (amongst other Hereditaments) all his Share and Interest in the said Lands and Hereditaments described in the said Schedule hereto, by the Description thereof in the said Will contained, and generally all Real Estate, including therein Hereditaments of Copyhold Tenure, and all

Will of
John Fowler,
dated 9th
Aug. 1864.

[Private.]

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Chattels

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Death of
Purchaser.

Chattels Real, which might belong to him at the Day of his Death, upon and for the Trusts, Intents, and Purposes, and subject to the Provisions and Directions in and by his Will expressed, declared, made, or given respecting the same: And whereas the said *John Fowler* died on the 4th Day of *December* 1864, and his said Will was proved in the District Registry of *Wakefield* on the 20th Day of *January* 1865 by both the said Executors thereof: And whereas the said *Mark Taylor* the younger has refused to give his Consent to the Sale proposed to be effected under the said Agreement of the 21st Day of *June* 1864, and by reason of such Refusal a Sale of the said Lands and Hereditaments, according to the said Agreement, cannot be effected, under the Provisions of the Act of the 19th and 20th Years of Her present Majesty, Chapter 120, commonly called "The Settled Estates Act of 1856," as contemplated in and by the said Agreement, and a Sale thereof cannot be effected, without the Authority of Parliament:

Order of
Court of
Chancery,
dated 16th
March 1866.

And whereas by an Order made in the said Suit of *Taylor v. Taylor* by his Honour the Vice-Chancellor Sir *John Stuart*, on the 16th Day of *March* 1866, on the Application of the said *Joseph Taylor*, the Tenant for Life, it was ordered that the Applicant be at liberty to apply to Parliament for an Act authorizing him to sell the said Lands and Hereditaments comprised in the Schedule to this Act, with the Rights, Members, and Appurtenances to the same belonging, for the Sum of Twelve thousand Pounds, and that the Draft of the Bill for the said Act be settled by the Judge:

And whereas the Sum of Twelve thousand Pounds greatly exceeds the actual Value of the said Lands and Hereditaments comprised in the Schedule to this Act, which are valued at the Sum of Eight thousand Pounds only:

Proof of
Recitals,
and Ap-
proval of
Bill.

And whereas, in pursuance of the said recited Order of the 16th Day of *March* 1866, the Chief Clerk of his Honour the Vice-Chancellor Sir *John Stuart* made a Certificate in the said Cause on the 4th Day of *May* 1866, and thereby certified, in pursuance of the said Order, that the Draft of a Bill to be submitted to Parliament for an Act, to be entitled *An Act to authorize a Sale of Part of the Estates of the late Joseph Taylor of Gledhow Mount in the Parish of Leeds in the West Riding of the County of York, Esq.*, had been settled and approved by the Judge, and was identified by his Signature in the Margin thereof, and that the several Wills, Deeds, Instruments, Facts, and Events recited in the Preamble of such Draft Bill (other than the Recital of the Certificate now being stated) had been proved in the said Cause, and the said Certificate was afterwards approved by the said Vice-Chancellor, and was filed and became absolute:

Wherefore Your Majesty's most dutiful and loyal Subject, the said *Joseph Taylor*, the Tenant for Life, on behalf of himself and of his infant Son the said *Joseph Bayldon Taylor*, doth most humbly beseech

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beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

1. It shall be lawful for the said *Joseph Taylor*, the Tenant for Life, or in case of his Death, Absence beyond Seas, Incapacity, Unfitness, or Refusal to act in exercise of the Powers hereby created, then for such other Person as the Judge to whose Court the said Cause of *Taylor v. Taylor* is attached shall in that Behalf appoint, to sell and convey to the Person or Persons entitled to the Benefit of the said Agreement of the 21st Day of *June* 1864, or (under the Direction of the Judge to whose Court the said Cause is attached) to any other Person or Persons, for a Sum or Sums not less in the whole than Twelve thousand Pounds, all the said Lands and Hereditaments comprised in the Schedule to this Act, with the Rights, Members, and Appurtenances to the same belonging, and the Inheritance thereof in Fee Simple, freed and absolutely discharged from all the Estates, Charges, and Interests limited or created by the said Will of the said *Joseph Taylor* the Testator, and from all Estates and Interests of the Heir-at-Law of the said *Joseph Taylor* the Testator, and from all Lien, Claims, or Demands of the Executors or other Personal Representatives of the said *John Fowler* deceased, in respect of the said Loan of One thousand Pounds and the Interest thereof, but subject to the Lease thereof herein-before recited, and for the Purposes aforesaid to make and execute all necessary and proper Conveyances and Assurances.
2. The Purchase Money for the said Lands and Hereditaments shall be paid by the Purchaser into the Bank of *England*, in the Name of the Accountant General of the High Court of Chancery, to the Credit of the said Cause, "The Account of the Proceeds of the Sale of the *Hunslet* Property;" and such Money, and the Income of the Investments thereof, shall and may thenceforth be laid out, invested, and applied, under the Direction of the Court of Chancery, in the same Manner as the same respectively would or might have been laid out, invested, and applied if the Sale hereby authorized had been effected under the Provisions of the said Act of the 19th and 20th Years of Her Majesty, Chapter 120, commonly called "The Settled Estates Act."
3. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Joseph Taylor*, the Tenant for Life, and the said *Joseph Bayldon Taylor* and his Issue Male, and the said *Arthur William Taylor*, *Herbert Thomas Taylor*, *Percival James Taylor*, *Wilmot Denison Taylor*, and *Cecil George Taylor*,

Power for
Tenant for
Life to sell.

Purchase
Money to
be paid into
Bank to the
Credit of
Cause.
Proceeds to
be invested
and applied
under
19 & 20 Vict.
c. 120.
(Settled
Estates Act.)

Saving of
Rights.

Taylor's Estate Act, 1866.

Taylor, and their respective Issue Male, and all other the Sons of the said *Joseph Taylor*, the Tenant for Life, and their respective Issue Male, and the said *Edward Taylor*, and his First and other Sons and their respective Issue Male, and the said *Ann Parkin* and *Elizabeth Taylor*, and the said *Elizabeth Henrietta Wainhouse* and *Caroline Wainhouse*, and the said *Robert Fowler* and *Robert William Eddison*, or other the Personal Representatives of the said *John Fowler* deceased, and the said *Robert Fowler* and *Robert William Eddison*, or other the Real Representatives of the said *John Fowler* deceased, and the said *James Kitson*, and the said *Mark Taylor* the younger, or other the Heir or Heirs of the said *Joseph Taylor* the Testator, and all other Persons soever to whom any Estate or Interest whatever in or out of the said Lands and Hereditaments comprised in the said Schedule to this Act hath been limited or given, or hath descended or devolved, or shall descend or devolve by virtue of the said Will of the said *Joseph Taylor* the Testator, or in Remainder or Reversion expectant on the Determination of the Limitations in the said Will contained), all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, at Law and in Equity, as they had respectively had before the passing of this Act, or could or might have had or enjoyed if this Act had not been passed.

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

4. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE referred to in the foregoing Act.

Parish.	Description of Premises.	Tenant's Name.	Yearly Rent.
Leeds	Land, Buildings, Hereditaments, and Premises situate at Hunslet in the Parish of Leeds in the County of York, on the Westerly Side of the Leeds and Wakefield Turnpike Road, as demised to Messrs. Kitson and Hewitson, under the above-mentioned Indenture of Lease, dated the 16th Day of July 1860.	James Kitson	£370.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1866.