



CHAP. 9.

An Act for authorizing Mortgages of certain Real Estates in Manchester and Salford, in the county of Lancaster, subject to the Will of the late Harriott Williams, deceased, and for other purposes, and of which the short title is "Williams's Estate Act, 1869." [9th August 1869.] A.D. 1869.

WHEREAS Harriott Williams (formerly Harriott Wright, spinster), late of Staveley, near Boroughbridge, in the county of York, widow of Marshall Williams, late of Pule Hill Hall, Thurgoland, in the parish of Silkstone, in the said county of York, esquire, deceased, duly made and signed her will dated the 12th of December 1851; and after directing her just debts, funeral and testamentary expenses to be paid by her executors out of her personal estate, and after giving and bequeathing certain pecuniary legacies and specific articles of jewellery to the several persons therein named, and after giving and bequeathing to her son Laurance William Edward Williams (whose name of Laurance is therein spelt "Lawrence"), her daughter Maria Louisa Hartley, and the Reverend Alfred Tooke a certain mortgage debt or sum of £2,000, charged upon the hereditaments and premises in the said will, and herein-after mentioned, and over which she (the said testatrix) had a power of appointment, or upon some part thereof, (which said debt was transferred in or about the month of March 1818 by Richard Higginson, the then mortgagee, to her trustees, Doctor Wilkinson and Thomas London, gentleman,) and all her estate and interest in the said mortgage; nevertheless upon and for the trusts, intents, and purposes therein-after expressed and contained of and concerning the said hereditaments and premises, and to the intent that the said mortgage debt might be merged and extinguished; and after reciting that by virtue of certain indentures of lease and release, dated respectively on or about the 27th and 28th days of April 1813, the release being made or expressed to be made between Edward Tooke of the first part, the said testatrix of the

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premises, upon trust for her said son Laurance William Edward Williams, his heirs and assigns for ever: Provided always, that if her said son should depart this life without leaving issue him surviving, then and in such case the said undivided third part or share should from and immediately after his decease be held in trust, in equal moieties or half parts thereof, upon or for such or the like trusts, intents, and purposes as were therein-after contained and are herein-after mentioned of and concerning the undivided third parts or shares of the said hereditaments and premises therein and herein-after mentioned for the benefit of her said daughters, the said Eliza Harriet Tooke Hoole and Maria Louisa Hartley respectively. And as to one other equal undivided third part or share thereof, upon trust, and to the intent and purpose that the said trustees or trustee, during the life of her said daughter Eliza Harriet Tooke Hoole, did and should receive the rents, issues, and annual produce thereof, and from time to time pay the same unto her said daughter Eliza Harriet Tooke Hoole for her sole and separate use, free from the control and debts of her then present or any future husband, and so that she, her said daughter, should have no power to alien or anticipate the same. And, subject to the aforesaid trust, the said part or share, both corpus and income, should be upon trust for her said daughter Eliza Harriet Tooke Hoole, her heirs and assigns for ever: Provided always, that if her said daughter should depart this life without leaving issue her surviving, then and in such case the said undivided third part or share should from and immediately after her decease be held in trust, as to one undivided moiety or equal half part thereof, for her said son Laurance William Edward Williams, his heirs and assigns for ever. And as to the other undivided moiety or equal half part thereof, upon and for such or the like trusts, intents, and purposes as were therein-after expressed and contained and are herein-after mentioned of and concerning the undivided third part or share of the said hereditaments and premises next therein and herein-after mentioned. And as to the remaining undivided third part or share of the said hereditaments, upon trust, and to the intent and purpose that the said trustees or trustee did and should, during the life of her said daughter Maria Louisa Hartley, receive the rents, issues, and annual produce thereof, and from time to time pay the same unto her said daughter Maria Louisa Hartley for her sole and separate use, free from the control and debts of her then present or any future husband, and so that she, her said daughter Maria Louisa Hartley, should have no power to alien or anticipate the same, and, subject to the aforesaid trust, the said third part or share, both corpus and income, should be in trust for her said daughter

A.D. 1869. Maria Louisa Hartley, her heirs and assigns for ever: Provided always, that if her said daughter Maria Louisa Hartley should depart this life without leaving issue her surviving, then and in such case the said undivided third part or share should, from and immediately after her decease, be held, as to one undivided moiety or equal half part thereof, in trust for the said testatrix's said son Laurance William Edward Williams, his heirs and assigns for ever. And as to the other undivided moiety or equal half part thereof, upon and for such or the like trusts, intents, and purposes as were therein-before expressed and contained and are herein-before mentioned of and concerning the said undivided third part or share of the said hereditaments and premises secondly therein and herein-before mentioned: Provided also, that if both her said daughters should depart this life without leaving issue them respectively surviving, then and in such case the parts and shares therein-before appointed in trust for them respectively, as well original as accruing, should (subject to the trusts aforesaid) after their respective deaths be held in trust for the said testatrix's said son Laurance William Edward Williams, his heirs and assigns for ever. The said will contained a power for the appointment of new trustees thereof, in the event of any of the trustees therein named dying or going to reside abroad, or being or becoming unwilling or unable to act in the trusts of the said will, before the same should be fully performed, and also the usual indemnity clauses:

And whereas the said Harriott Williams died on the 24th day of November 1859, without having revoked or altered her said will, and on the 15th of December 1859 the said will was proved in the district registry of Her Majesty's Court of Probate at Wakefield by the said Laurance William Edward Williams and Maria Louisa Hartley, power being reserved to the said Alfred Tooke to go in and prove the same will, which he has not done:

And whereas the said Harriott Williams left her four children named in her said will, videlicet, the said Thomas Adlington Williams, Laurance William Edward Williams, Eliza Harriet Tooke Hoole, and Maria Louisa Hartley, and no other child, surviving her:

And whereas by a deed poll under the hand and seal of the said Alfred Tooke, dated the 29th day of June 1860, the said Alfred Tooke absolutely and irrevocably waived, renounced, disclaimed, relinquished, and wholly gave up all and every devise, gift, legacy, bequest, trusts, powers, and authorities whatsoever made to or vested in him in and by the said will of the said Harriott Williams, deceased, and did renounce and utterly refuse to accept the same, or any of them, or to act in the trusts intended to be reposed in him by the said will, and had also renounced the executorship thereof:

And whereas on the 16th of December 1867 the said Laurance William Edward Williams and the said Maria Louisa Hartley, the wife of the said Reverend James Bishop Hartley, by the Reverend Charles Hanson Sale, her next friend, filed their Bill of Complaint in the High Court of Chancery against the said James Bishop Hartley, Henry Elliott Hoole, the said Eliza Harriet Tooke Hoole, and others, as defendants thereto, and the said bill, after making, amongst others, a statement, as the fact was and is, that on the 24th day of July 1841 the said Eliza Harriet Tooke Hoole, being then a spinster, intermarried with the said Henry Elliot Hoole, and further, that in the month of April 1838 the said Maria Louisa Hartley, being then a spinster, intermarried with the said James Bishop Hartley, and also a statement, as the fact was and is, that the real estate appointed or devised by the said testatrix, by her said will, to or in favour of her son the said Laurance William Edward Williams, and her daughters the said Maria Louisa Hartley and Eliza Harriet Tooke Hoole, as therein and herein-before mentioned, consisted at the time of the death of the said testatrix and did at the time of the filing of the said bill consist of divers messuages or dwelling houses, warehouses, shops, and premises situate in the city of Manchester and borough of Salford, both in the county of Lancaster, (being the hereditaments more particularly described and set forth in the schedule to this Act annexed,) of considerable value; and that since the death of the said testatrix the said premises had got out of repair, and had fallen into a state of great dilapidation, and that a portion of the property in the said city of Manchester had become dilapidated to so serious an extent that the municipal authorities of the said city had then lately caused intimation to be made to the said Laurance William Edward Williams and Maria Louisa Hartley, as trustees of the will of the said testatrix, (through Mr. Ashcroft, their agent at Manchester aforesaid,) that such portion was in a dangerous state, and that unless the same was in the meantime either taken down or repaired they (the said municipal authorities) would cause the case to be laid before the grand jury at the then next quarter sessions having jurisdiction where such portion was situate, with the view of obtaining authority themselves to take down or repair the same; and the said bill contained a statement, as the fact was and is, that under the pressure of such intimation the said Laurance William Edward Williams and Maria Louisa Hartley caused such portion to be pulled down; and the said bill contained a statement that the portion of the said premises so pulled down as aforesaid had not then yet been rebuilt, nor had anything been done towards such rebuilding, and that the other portion of the said premises still

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A.D. 1869. — remained out of repair and in a dilapidated condition; and the said bill contained a statement that it would be for the benefit of all parties interested therein under the will of the said testatrix that the said premises generally should be put into a proper state of repair, and that the portion thereof so pulled down should be replaced by substantial buildings; and the said bill contained a statement that the said Laurance William Edward Williams and Maria Louisa Hartley had not in their hands any funds applicable to the payment of the expenses of such repairs and rebuilding, and that they had not any power under the will of the said testatrix to raise money for the purposes of such repairs and rebuilding; and the said bill contained a statement that the necessary expenses of such repairs and rebuilding would amount to a large sum, and that a scheme had been suggested by which the required amount should be raised by the parties beneficially interested under the said will, by sale or mortgage of a competent part of the estates appointed or devised to or in trust as therein and herein-before mentioned; and the said bill contained a statement that questions had arisen as to the estate or interest which the said Maria Louisa Hartley and Eliza Harriet Tooke Hoole respectively took under the will of the said testatrix in the hereditaments thereby appointed or devised to or in trust for them respectively as therein and herein-before mentioned, and whether the said Maria Louisa Hartley and Eliza Harriet Tooke Hoole respectively had power to make any valid disposition of the hereditaments so appointed or devised to or in trust for them, and whether they respectively took any greater estate than an estate for their respective lives, and that, consequently, the suggested scheme could not be carried out; and the said bill contained a statement that under the circumstances therein appearing the said Laurance William Edward Williams and Maria Louisa Hartley were unable to provide any fund for the payment of the expenses of the necessary repairs and rebuilding of the said premises in Manchester and Salford aforesaid without the assistance of that Court, and it was by the said bill prayed, (1.) that the trusts of the will of the said testatrix, Harriott Williams, so far as the same then remained to be performed, might be carried into execution by and under the decree of that Court, and that the residuary real and personal estate of the said testatrix might be administered under the direction of that Court, and that the rights of all parties in the real estate appointed by the said will of the said testatrix as therein and herein-before mentioned, and in the residuary real and personal estate of the said testatrix, might be ascertained and declared; and (2.) that due provision might be made by the decree of that Court for putting the premises in Manchester and Salford

appointed or devised by the will of the said testatrix as therein and herein-before mentioned into a proper state of repair, and from time to time rebuilding such portion thereof as might be necessary, and for raising the amount of the expenses of such repairs and rebuilding; and (3.) that for the purposes therein aforesaid all necessary accounts might be taken, inquiries made, and directions given; and (4.) that the plaintiffs might have such further or other relief as the nature of the case might require:

And whereas by a decree or decretal order made by the then Vice-Chancellor Sir George Markham Giffard, on the hearing of the said cause on a motion for a decree on the 17th of March 1868, amongst other inquiries thereby ordered to be made was an inquiry what provision should be made for putting the premises in Manchester and Salford appointed or devised by the will of the said testatrix into a proper state of repair, and from time to time rebuilding such portion thereof as might be necessary, and for raising the amount of the expenses of such repairs and rebuilding:

And whereas no proceeding has been taken by the said plaintiffs, under the said decree, for the purpose of obtaining the relief sought by the first paragraph of the prayer of the said bill, and no accounts of the real or personal estate of the said testatrix have been taken under the said decree:

And whereas by an order made in the said cause by the Vice-Chancellor Sir William Milbourne James, to whose Court the said cause is now attached, and bearing date the 6th day of April 1869, it was ordered that the plaintiffs should be at liberty to present a Bill in Parliament for the purpose of raising the necessary amount of expenses for putting the premises in Manchester and Salford appointed by the will of the testatrix in that cause into a proper state of repair, and from time to time rebuilding such portions thereof as might be necessary, such Bill to be settled and approved by the judge:

And whereas the said Laurance William Edward Williams and Maria Louisa Hartley are the present trustees of the said will of the said testatrix:

And whereas the only persons now living and beneficially interested in the said settled estates under the said will of the said Harriott Williams, besides the said Thomas Adlington Williams, are the said Laurance William Edward Williams, Maria Louisa Hartley, and Eliza Harriet Tooke Hoole:

And whereas in pursuance of such recited order of the 6th day of April 1869 the chief clerk of his Honor the last-named Vice-Chancellor made a certificate in the said cause, dated the 8th day of May 1869, and thereby certified that the draft of a Bill to be

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Now, therefore, Your Majesty's most dutiful and loyal subjects, Laurance William Edward Williams, James Bishop Hartley and Maria Louisa his wife, Henry Elliott Hoole and Eliza Harriet Tooke Hoole his wife, do most humbly 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 :

Short title.

1. In citing this Act for any purpose it shall be sufficient to use the expression "*Williams's Estate Act, 1869.*"

Interpretation of terms.

2. Throughout this Act the term "the trustees" shall be taken and construed to mean the said Laurance William Edward Williams and Maria Louisa Hartley, or the survivor of them, or other the persons or person who for the time being are or is the lawfully constituted trustees or trustee of the said will of the said Harriott Williams, deceased.

Power to trustees to pull down, repair, rebuild, and alter scheduled estates.

3. It shall be lawful for the trustees from time to time, when they shall in their discretion think fit, to put such of the messuages or tenements, shops, warehouses, or other premises specified in the schedule to this Act as are at the time of the passing of this Act or shall at any time thereafter become out of repair or in a dilapidated state or condition into a state of good and substantial repair, and thoroughly to reinstate the same, and also from time to time, when and as the trustees shall in their discretion think fit, to pull down any messuage or tenement, shop, warehouse, or other premises for the time being forming part of the settled estates, and either to sell or dispose of the materials thereof for such price as to the trustees shall seem reasonable or to use the same in such manner with reference to the settled estates, as they shall think proper, and it shall be lawful for the trustees, when they shall think fit, to replace such messuage or tenement, shop, warehouse, or other premises, or any other messuage or tenement, shop, warehouse, or premises originally forming part of the settled estates, and

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which was pulled down previously to the passing of this Act, and has not been rebuilt, by erecting on the sites or site of such messuages or tenements, shops, warehouses, and premises respectively, or on any part thereof, new houses, shops, warehouses, or other buildings, or a new house, shop, warehouse, or other building, of such elevation, and of such architectural design and character, and to be used for such purposes, as to the trustees shall seem fit; and it shall be lawful for the trustees, as and when they shall in their discretion think fit, to alter or reconstruct any buildings for the time being forming part of the settled estates, in such manner as shall appear to the trustees to be fit and proper; and it shall be lawful for the trustees, in their discretion, to do all such acts with reference to such repairs and rebuilding and otherwise as shall appear to them best calculated to improve the settled estates.

4. It shall be lawful for the trustees to expend, for the purposes of such repairs, rebuildings, alteration, reconstruction, and improvement, such sums or sum of money as shall appear to the trustees to be necessary out of the sum of £20,000 herein-after authorized to be raised, and any monies to arise by the sale of materials under the 3rd section of this Act.

Power to trustees to expend in repairs, rebuilding, alterations, and improvement not exceeding 20,000*l.*

5. It shall be lawful for the trustees at any time or times herein-after, when and as they shall think proper, to borrow and take up at interest in their sole and uncontrolled discretion any sum or sums of money not exceeding in the whole the sum of £20,000, and to apply the same, or such part thereof as they shall think fit, in or towards all or any of the purposes in or towards which they are herein-before authorized to apply the same, and as a security for the money so to be borrowed by any deed or deeds to grant or demise by way of mortgage, either with or without power of sale, the whole or any part or parts of the settled estates to any person or persons, or company or corporation, willing to lend the same, or to his or their nominee or nominees, either in fee simple or for any term or terms of years, but subject to a proviso for redemption or making void the security on repayment of the principal sum or sums so to be borrowed, with interest for the same at any rate not exceeding the rate of £5 per centum per annum, at the time or times and in manner to be specified in such deed or deeds, and such deed or deeds may contain stipulations for the repayment of the principal sum or sums secured thereby, by instalments or otherwise, and at such time or times as shall be agreed upon between the parties.

Power to trustees to raise not exceeding 20,000*l.* by mortgage of scheduled estates.

6. The interest of the principal money to be secured by any such mortgage as shall be made under the power of mortgaging herein-before contained shall from time to time, as and when the

Interest on mortgages to be paid out of rents.

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Residue of mortgage monies to be invested in 3l. per Cent. Bank Annuities or Exchequer Bills.

7. Until the residue after payment of costs of the monies to arise from any mortgage to be made under the powers of mortgaging herein-before contained shall be appropriated to or for the purposes herein-before directed, the same, or so much thereof as shall for the time being be unapplied, shall, as soon as conveniently may be after the receipt thereof by the trustees, be invested by them in their names in the purchase of £3 per Centum Bank Annuities or Exchequer Bills, and the dividends, interest, and income of such Bank Annuities and Exchequer Bills shall be paid to the person or persons who would have been entitled under the will of the said Harriott Williams to the rents and profits of the hereditaments comprised in such mortgage in case such mortgage had not been made.

Trustees receipts to be good discharges.

8. The receipt or receipts of the trustees for any monies payable upon any mortgage purporting to be made under the powers of mortgaging herein-before contained shall effectually discharge the person or persons, company or corporation, paying the same therefrom, and from being bound to see to the application, or being answerable for the loss or misapplication thereof, and no mortgagee taking under any mortgage purporting to be made in pursuance of this Act shall be bound or concerned to inquire into the necessity or expediency or propriety thereof, or to see that no more money than is wanted is raised.

Trustees may employ architects, surveyors, &c.

9. It shall be lawful for the trustees to employ such architects, surveyors, solicitors, agents, clerks, workmen, and other persons as they may think proper for assisting them in carrying out or with reference to the purposes of this Act, or any of such purposes; and it shall be lawful for the trustees to pay or allow to those persons such remuneration, by salary, wages, or otherwise, as the trustees may in their discretion think reasonable, out of any monies for the time being in their hands arising from the settled estates.

Power of appointing new trustees not affected by this Act.

10. The power of appointing new trustees contained in the will of the said Harriott Williams, and all provisions and directions relating thereto, shall be deemed and construed to extend and be applicable to the purposes intended to be effected by this Act, and shall respectively be as good and valid, to all intents and purposes, for carrying into execution this Act, as if the same had been repeated and re-enacted in the body of this Act.

Trustees empowered to defray

11. It shall be lawful for the trustees, and they are hereby directed and required, to pay and defray, out of any monies to be

raised and received by them under the powers of mortgaging hereinbefore contained, all the costs and expenses of or in anywise relating to the applying for and obtaining and passing of this Act, and all such costs and expenses as they shall incur in the execution of the powers and trusts of this Act.

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expenses of
this Act and
in carrying
out the trusts
thereof.

12. Saving always to the Queen's most Excellent Majesty, Her heirs and successors, and to all and every other person and persons, bodies politic and corporate, and their respective heirs, successors, executors, and administrators, other than and except the said Laurance William Edward Williams, his heirs and assigns, the said Eliza Harriet Tooke Hoole, her heirs and assigns, and the said Maria Louisa Hartley, her heirs and assigns, and the said Laurance William Edward Williams and Maria Louisa Hartley in their capacities of trustees of the will of the said Harriott Williams as aforesaid, and all other the trustees of the same will, and all and every other person and persons having or claiming, or who shall or may have or claim, any estate, right, title, or interest of, in, to, or upon the settled estates or any part thereof under the will of the said Harriott Williams other than the said Thomas Adlington Williams, all such estate, right, title, interest, property, claim, or demand whatsoever in or upon the messuages, tenements, hereditaments, and premises comprised in or affected by this Act as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

General
saving.

13. And whereas the Reverend James Bishop Hartley is abroad, and his consent to this Act has not been proved, therefore this Act shall not be of any effect as against the said James Bishop Hartley, or his assigns, unless or until he signify his consent to this Act, by writing under his hand, attested by at least one witness, and the writing be enrolled in the High Court of Chancery within three years after the passing of this Act, and after the enrolment of such consent it shall be deemed part of this Act, and be as binding and conclusive upon him and all persons claiming by or under him, as if such consent had been obtained and proved before the passing of this Act; and such consent may be given in the form or to the effect following, to wit,

Consent of
the Rev.
J. B. Hartley
to be given
before he is
bound.

“I, James Bishop Hartley, do
“hereby consent to ‘William’s
“Estate Act, 1869.’”

14. 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.

Act as
printed by
Queen's
printers to
be evidence.

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The SCHEDULE to which the foregoing Act refers.

Situation of Property.	Description of Property.	Present or late Tenant.	Rental per Ann.
IN MANCHESTER.			
Mosley Street	Warehouse and out-buildings.	John Earwaker & Co., and their under-tenants.	£ 450 0 0
Market Street	Four houses and shops, with outbuildings.	J. H. Rosenberg, J. S. Jardine, M. Mawson, W. B. Richards, J. Makinson, J. Franks, C. Richards, J. C. Jones, J. Phithian, J. E. Mosley, W. Hurst, S. Redfearn, H. A. Taylor.	1,183 10 0
Wright's Court, fronting New Market Lane.	Four warehouses	S. Birtles, W. Hughes, J. G. Appleton, & W. Hartley & Son.	260 0 0
Ditto	Warehouse, lately used as printing warehouse and stable.	Late S. Cheetham & Son.	Produced £40 when occupied.
Ditto	One stable	M. Mawson	Rents included in amount of £1,183 10s. See above.
Ditto	Cellar	J. H. Rosenberg	
Thomas Street	Site of two shops pulled down.	Late J. Humphry and T. Hilton.	
Tib Street	Temperance Hotel	Isabella Webster (sub-tenant)	90 0 0
Ditto	House and shop	Ann Greenwood (sub-tenant)	
Whittle Street	House and shop	Thomas Howard (sub-tenant)	
IN SALFORD.			
Chapel Street	Public house called New Market Inn.	D. T. Jones	70 0 0
Lamb Court, Chapel Street.	Seven cottages	F. Davis, T. Goodier, J. Gibson, D. T. Jones, John Thomas, T. Blake, T. Perolz.	52 0 0

Also two chief or ground rents of 2*l.* 0*s.* 0*d.* and 1*l.* 6*s.* 0*d.* respectively paid by C. Shiers.