



ANNO QUARTO & QUINTO

# VICTORIÆ REGINÆ.

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## *Cap. 39.*

An Act to enable the Trustees of the Will of the late *Peter Dutton* Esquire to make Sale of Part of the Estates devised by the same Will, and to lay out the Money arising from any such Sale in the Purchase of other Estates, to be settled to the subsisting Uses of the said Will; and to make Conveyances in Fee, or Demises for long Terms of Years, of other Part of the said Estates, for the Purpose of building on and otherwise improving the same; and also to apply a Sum of Money, arising from the Sale of Part of the Estates devised by the said Will, in carrying the aforesaid Objects and Purposes into execution.

[21st *June* 1841.]

**W**HEREAS *Peter Dutton*, late of *Saint Martin's Place* in the City of *Chester*, Esquire, deceased, made, and duly signed and published, his last Will and Testament in Writing, bearing Date the Fifth Day of *November* One thousand eight hundred and nineteen, and thereby gave, devised, and bequeathed unto and to

[*Private.*]

the Use of *Thomas Bradford* of the City of *Chester*, Esquire, (since deceased,) and *Thomas Platt*, *Thomas Greenall*, and *William Hall*, and their Heirs, his the said Testator's House in *Saint Martin's Place* aforesaid in which he then resided, with the Appurtenances, to hold to and to the Use of the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, and their Heirs, during the natural Life of and in Trust for his the said Testator's Wife *Jane Dutton*, since deceased; and after devising and bequeathing certain Annuities, and subject to the several Charges and Life Estate therein-before mentioned, the said Testator gave and devised unto the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, their Heirs and Assigns, all that Messuage or Tenement then occupied and used as a Public House, and Three Messuages or Tenements and Dwelling Houses situate, lying, and being in *Northgate Street* in the said City of *Chester*; and then or late in the Tenure or Occupation of Mr. *Thomas Clubbe*; and also all the Reversion and Remainder expectant on the Death of his the said Testator's said Wife of and in the House in which he the said Testator then resided, and other Property devised to his said Wife for her Life as aforesaid, with the Appurtenances; and also all his Farm and Lands situate, lying, or being at *Stretton* in the said County of *Chester*, then or late in the Tenure or Occupation of *Joseph Morrey* and *Peter Lawson*, or One of them; and also a Pew, numbered 52, in the Parish Church of *Great Budworth* in the said County of *Chester*; and also all that his Messuage or Tenement, with the Garden, Orchard, Stables, Out-buildings, and Lands, situate, lying, and being in *Mersey Street* in *Warrington* aforesaid, and then or late in the Tenure or Occupation of the Reverend Mr. *Topping* and others, his and their Under-tenants or Assigns; and also all that Close or Piece or Parcel of Land called the *Sage Field*, then or late in the Tenure or Occupation of Mr. *John Hall*; and also all that Messuage or Tenement and Lands, and Appurtenances thereto, situate, lying, and being in *King Street* otherwise *New Street* in *Warrington* aforesaid, and then or late in the Tenure or Occupation of Mr. *Coates*; and all that Messuage or Tenement and Lands, and Appurtenances thereto, situate, lying, and being in *King Street* aforesaid, and then or late in the Tenure or Occupation of Mr. *James Lea*; and also all that Messuage or Tenement and Land, and Appurtenances thereto, situate, lying, and being in *Church Street* in *Warrington* aforesaid, and then or late in the Tenure or Occupation of *Jane Martin*; and also all that Messuage or Tenement and Land, and Appurtenances thereto, in *Church Street* aforesaid, then or late in the Tenure or Occupation of *Sarah Hall*; and also all those Two Messuages or Tenements, Lands, and Appurtenances thereto, situate, lying, and being in *Church Street* aforesaid, and then or late in the Tenure or Occupation of *Richard Marsh*, his Under-tenants or Assigns; and also all that Bouk or Bleaching-house and Croft situate, lying, or being in *Mersey Street* aforesaid, and then or late in the Tenure or Occupation of Mr. *John Howard*; and also all that Piece or Parcel of Land situate, lying, or being in *Church Street* aforesaid, on which a Factory is now built, then under Lease to Messieurs *Percival* for a long Term of Years, at a reserved Rent of Thirteen Pounds *per Annum*, and also the said Factory and the said Rent; all which said Messuages or Tenements,



Pieces or Parcels of Land, were situate, lying, and being in the said Parish of *Warrington*; and also all that Close or Piece or Parcel of Land called or known by the Name of the *Wharth Meadow*; and all that Piece or Parcel of Land called or known by the Name of the *Little Acre*; and also all those Two undivided Parts of all that Close, Piece, or Parcel of Land called or known by the Name of the *Bell Field*; all which said Three last-mentioned Pieces or Parcels of Land were situate, lying, and being in *Great Howley* in the said Parish of *Warrington*, and were then or lately in the Tenure or Occupation of *William Bibby*, his Under-tenants or Assigns; and also all that Piece or Parcel of Land called or known by the Name of *The Snape*, situate, lying, or being in *Latchford* in the said County of *Chester*, and then or late in the Tenure or Occupation of the said *William Bibby*, his Under-tenants or Assigns; and also all that Close, Piece, or Parcel of Land situate, lying, or being in *Harpley* in the said Parish of *Warrington*, and then or late in the Tenure or Occupation of Mr. *Richard Woolfall*, his Under-tenants or Assigns; and also all that Close or Piece or Parcel of Land called or known by the Name of *Fryar's Meadow*, situate, lying, or being in *Great Howley* aforesaid, and then or late in the Tenure or Occupation of Mr. *Thomas Wright*, his Under-tenants or Assigns; and also all that Reservoir for Water adjoining the said last-mentioned Piece or Parcel of Land, and the Privileges belonging to the same Reservoir; and also all those Three Pieces or Parcels of Land situate, lying, and being in *Great Howley* aforesaid, and then or late in the Tenure or Occupation of the said *Thomas Wright*; and also all those Three Pieces or Parcels of Land situate, lying, or being in the *Twist* in the said Parish of *Warrington*, and then or late in the Tenure or Occupation of the Company of Proprietors of the *Mersey and Irwell* Navigation; and also all those Three Pews situate in the South Gallery of *Warrington* Church, and then or late in the Tenure or Occupation of *Thomas Higgenson*; and every Part and Parcel of the same Messuages or Tenements, Lands, Rents, Pews, and Hereditaments, with their and every of their Rights, Members, and Appurtenances, and also all other his the said Testator's Lands, Tenements, and Hereditaments (if any) whatsoever and wheresoever situate, of which he the said Testator was seised for an Estate of Inheritance in Fee or of Freehold only, to hold the same Messuages or Tenements, Lands, Rents, Pews, and Hereditaments thereby devised unto the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, their Heirs and Assigns for ever, to the Use of each and every of his the said Testator's Sons to be born in his Life-time or after his Death, for and during the Term of his natural Life, and severally and successively in Order and Course as they respectively should be in Seniority of Age and Priority of Birth; and from and after the Determination of the Estate thereby limited to each Son respectively for the Term of his natural Life, to the Use of the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, their Heirs and Assigns, during the natural Life of the same Son respectively, upon Trust to support the contingent Uses and Estates therein-after limited; and from and immediately after the Decease of each such Son respectively, to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the same Son respectively, severally and successively



successively in Remainder one after the other as the same Grandsons respectively should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of the same Grandson and Grandsons respectively lawfully issuing, every elder of the same Grandsons respectively, and the Heirs Male of his Body, to be always preferred to and to take before every younger of the same Grandsons and the Heirs Male of his Body, and every elder of his the said Testator's Sons, and his First and every other Son and Sons, and the Heirs Male of the same Grandson and Grandsons lawfully issuing, to be preferred and to take before every younger of his Sons, and the First and other Sons of the same younger Son and Sons, and the Heirs Male of the Body and respective Bodies of the First and other Sons of such his younger Son and Sons; and on Failure of all such Issue, to the Use of the Daughter, if only One, and if more than One, then all the Daughters, of each of his Sons, preferring the Daughter or Daughters of each such Son as the same Son should be in Seniority of Age and Priority of Birth, and to be equally divided between the Daughters, if more than One, of each such Son, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body or several and respective Bodies of all and every such Daughter or Daughters lawfully issuing, the Daughter or Daughters of every elder of his Sons, and the Heirs of her or their Body or several and respective Bodies, always to be preferred to and to take before the Daughter and Daughters of every younger of his Sons, and the Heirs of her or their Body or respective Bodies; and on Failure of the Issue of any One or more of the Daughters of each or either of his Sons, then, as to, for, and concerning the original Part or Share of and in the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments, which should belong to the Daughter or Daughters of whose Issue there should be such Failure, and also as to the Part and Share or several and respective Parts and Shares of and in the same Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments, or which should belong to or vest in or be taken by the same Daughter or Daughters respectively under that present Limitation of Cross Remainders, to the Use of the Sister or Sisters of the same Daughter or Daughters respectively, to be equally divided between the same Sisters, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body or several and respective Bodies of such Sister or Sisters respectively; and on Failure of the Issue of the Daughters of all his the said Testator's Sons, to the Use of his Daughter, if only One, and if more than One, then all his the said Testator's Daughters to be thereafter born, to be equally divided between his said Daughters, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body or several and respective Bodies of all and every such Daughter or Daughters lawfully issuing; and on Failure of the Issue of any One or more of his said Daughters, in case there should be more than One such Daughter, then as to and concerning the original Part or Share, Parts or Shares, of and in the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments, which should belong to the same Daughter or Daughters respectively under the Limitations therein-before contained, and also

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as to the Part and Share or several and respective Parts and Shares of and in the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments which from Time to Time should belong to or vest in or be taken by the same Daughter or Daughters respectively, and her or their Issue, under that present Limitation of Cross Remainders, to the Use of the other or others of the same Daughters, to be equally divided between or among them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body and several and respective Bodies of the same Daughter or Daughters respectively lawfully issuing; and on Failure of the Issue of all the said Daughters, then to the Use of *Lionel Courtier Dutton* (then and therein called *Lionel Courtier*), Son of his the said Testator's late Nephew *Peter Courtier*, and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of the Estate thereby limited to the Use of the said *Lionel Courtier Dutton* for his Life as aforesaid, to the Use of the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, and their Heirs, for and during the natural Life of the said *Lionel Courtier Dutton*, upon Trust to support the contingent Uses and Estates therein-after limited, and protect the same from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require, yet nevertheless to permit and suffer the said *Lionel Courtier Dutton*, and his Assigns, to receive and take the Rents and Profits of the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments, during the Term of his natural Life; and from and after the Decease of the said *Lionel Courtier Dutton*, to the Use of the First Son of the said *Lionel Courtier Dutton*, and the Heirs Male of the Body of such First Son lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Lionel Courtier Dutton*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs Male or several and respective Heirs Male of the Body or several and respective Bodies of the same Sons, every elder of the same Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of the same Sons and the Heirs Male of his Body issuing; and on Failure of such Issue, to the Use of *Charles Courtier* (another Son of the said Testator's late Nephew *Peter Courtier*), and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of the Estate thereby limited to the Use of the said *Charles Courtier* for his Life as aforesaid, to the Use of the said *Thomas Bradford*, *Thomas Platt*, *Thomas Greenall*, and *William Hall*, and their Heirs, for and during the natural Life of the said *Charles Courtier*, upon Trust to support the contingent Uses and Estates therein-after limited, and protect the same from being defeated or destroyed, and for that Purpose to make Entries and to bring Actions as Occasion should require, yet nevertheless to permit and suffer the said *Charles Courtier*, and his Assigns, to receive and take the Rents and Profits of the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments during

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the Term of his natural Life ; and from and after the Decease of the said *Charles Courtier*, to the Use of the First Son of the said *Charles Courtier*, and the Heirs Male of the Body of such First Son lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Charles Courtier*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs Male or several and respective Heirs Male of the Body or several and respective Bodies of the same Sons, every elder of the same Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of the same Sons and the Heirs Male of his Body issuing ; and on Failure of such Issue, to the Use of *Sidney Courtier* of *Cornwall Road, Lambeth*, in the County of *Surrey*, since deceased, (another Son of the said Testator's late Nephew *Peter Courtier*,) and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste ; and from and after the Determination of the Estate thereby limited to the Use of the said *Sidney Courtier* for his Life as aforesaid, to the Use of the said *Thomas Bradford, Thomas Platt, Thomas Greenall, and William Hall*, and their Heirs, for and during the natural Life of the said *Sidney Courtier*, upon Trust to support the contingent Uses and Estates therein-after limited ; and from and after the Decease of the said *Sidney Courtier*, to the Use of the First Son of the said *Sidney Courtier*, and the Heirs Male of the Body of such First Son lawfully issuing, and on Failure of such Issue to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Sidney Courtier*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs Male or several and respective Heirs Male of the Body or several and respective Bodies, of the same Sons, every elder of the same Sons and the Heirs Male of his Body issuing being always to be preferred and to take before every younger of the same Sons and the Heirs Male of his Body issuing ; and on the Failure of such Issue, to the Use of *Emma Kerlake* (then and therein called *Emma Gibbs*), Daughter of the said Testator's Niece *Sarah Gibbs*, and now the Wife of *James Kerlake* of *Vauxhall Walk* in the County of *Surrey*, Compositor, and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any manner of Waste ; and from and after the Determination of the Estate thereby limited to the Use of the said *Emma Kerlake* for her Life as aforesaid, to the Use of the said *Thomas Bradford, Thomas Platt, Thomas Greenall, and William Hall*, and their Heirs, for and during the natural Life of the said *Emma Kerlake*, upon Trust to support the contingent Uses and Estates therein-after limited, and protect the same from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, yet nevertheless to permit and suffer the said *Emma Kerlake*, and her Assigns, to receive and take the Rents and Profits of the said Messuages or Tenements, Lands, Rents, Pews, and other Hereditaments, during the Term of her natural Life ; and from and after the Decease of the said *Emma Kerlake*, to the Use of the First Son of the said *Emma Kerlake*, and the Heirs Male of the Body of such

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First Son lawfully issuing, and on Failure of such Issue to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Emma Kerlake*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs Male or several and respective Heirs Male of the Body or several and respective Bodies of the same Sons, every elder of the same Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of the same Sons and the Heirs Male of his Body issuing; and on Failure of such Issue, to the Use of the First Daughter of the said *Lionel Courtier Dutton*, and the Heirs of the Body of such First Daughter lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Daughter and Daughters of the said *Lionel Courtier Dutton*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs or several and respective Heirs of the Body or several and respective Bodies of the same Daughter and Daughters, every elder of the same Daughters and the Heirs of her Body issuing being always to be preferred to and to take before every younger of the same Daughters and the Heirs of her Body issuing; and on Failure of such Issue, to the Use of the First Daughter of the said *Charles Courtier*, and the Heirs of the Body of such First Daughter lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Daughter and Daughters of the said *Charles Courtier*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs or several and respective Heirs of the Body or several and respective Bodies of the same Daughters, every elder of the same Daughters and the Heirs of her Body issuing being always to be preferred to and to take before every younger of the same Daughters and the Heirs of her Body issuing; and on Failure of such Issue, to the Use of the First Daughter of the said *Sidney Courtier*, and the Heirs of the Body of such First Daughter lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Daughter and Daughters of the said *Sidney Courtier*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs or several and respective Heirs of the Body or several and respective Bodies of the same Daughter and Daughters respectively, every elder of the same Daughters and the Heirs of her Body issuing being always to be preferred to and to take before every younger of the same Daughters and the Heirs of her Body issuing; and on Failure of such Issue, to the Use of the First Daughter of the said *Emma Kerlake*, and the Heirs of the Body of such First Daughter lawfully issuing, and on Failure of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Daughter and Daughters of the said *Emma Kerlake*, severally and successively in Remainder, one after the other, as they respectively should be in Seniority of Age and Priority of Birth, and the Heirs or several and respective Heirs of the Body or several and respective Bodies of the same Daughter or Daughters respectively,

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every elder of the same Daughters and the Heirs of her Body issuing being always to be preferred to and to take before every younger of the same Daughters and the Heirs of her Body issuing; and on Failure of such Issue, to the Use of the said Testator's own right Heirs for ever; and by the now-reciting Will it is provided that the said *Lionel Courtier Dutton* should, within Two Years after he should become entitled to the Possession, or to the Receipt of the Rents and Profits, and every other Person who by virtue of the said Will, either in his or her own Right or in right of his Wife, including the Husbands of the said Testator's Daughters and Grand-daughters as well as of other Females, should become entitled to the Possession, or to the Receipt of the Rents and Profits, of the said Messuages and Hereditaments therein-before devised, or any Part thereof, should, within the Space of Two Years next after he or she should severally and respectively be of Age, and become entitled to the Possession or to the Receipt of the said Rents and Profits, and also the Husband whom each of the same Persons respectively, being a Female, should from Time to Time intermarry, should, within Two Years after such Husband in right of his Wife should be in Possession or in the Receipt of the Rents of the same Messuages and Hereditaments, or any of them, take upon himself and herself respectively, and use in all Deeds or Writings whereto or wherein he or she should be a Party or Parties, the Surname of *Dutton*, either alone or together with, and if together with, then after, his or their own Surname, and within the Space of Two Years after each of those respective Periods apply for and endeavour to obtain an Act of Parliament, or a proper Licence from the Crown, or take such other Means as might be requisite or necessary or proper to enable and authorize him or her respectively to take and use the said Surname of *Dutton*; and in case any such Person should refuse or neglect, or discontinue to take or use such Surname, or to take such proper Steps and Measures as might be requisite to enable and authorize him or her so to do, within the said Times therein-before limited in that Behalf, then from and after the Expiration of the said Times respectively the Estate of each Person respectively so refusing, neglecting, or discontinuing, or whose Husband should so refuse, neglect, or discontinue, should cease, as if he or she respectively, being Tenant for Life, was or were actually dead, or, being Tenant in Tail, was or were dead without Issue inheritable to his or her Estate, and the Hereditaments devised to him or her respectively should in such Case immediately thereupon go to the Person or Persons next in Remainder in the said Will, in the same Manner as if such Person so neglecting or refusing, or discontinuing, or whose Husband should so neglect or refuse or discontinue, being Tenant for Life, was actually dead, or, being Tenant in Tail, was actually dead without Issue inheritable to his or her Estate respectively, without prejudice nevertheless to any Lease or Leases, Demise or Demises, which before such Cesser or Determination should have been made of any of the said Hereditaments in pursuance of the Powers therein in that Behalf contained; provided nevertheless, that the Cesser or Determination of the Estate of any Tenant or Tenants for Life should not operate to exclude, prevent, or prejudice any of the contingent Remainders therein-before limited to his, her, or their Sons or Daughters, or any other Person or Persons, but the



Remainders limited to the said Trustees and their Heirs during the Life of each such Tenant for Life respectively should, after such Cesser or Determination, take effect in Possession, and continue for preserving such Remainders and giving them effect as they might arise, and that the said Trustees and their Heirs should, after such Cesser or Determination, receive the Rents and Profits of the Hereditaments which would belong to such Tenant for Life if such Cesser or Determination had not taken place, and should pay the same Rents to the Person or Persons who for the Time being and from Time to Time should, as the beneficial Owner or Owners, be seised of or entitled to the first or next vested Estate in Remainder, and in the same Parts, Shares, and Proportions as he, she, and they respectively should for the Time being be seised of or entitled to the same Hereditaments: And whereas the said Testator departed this Life on or about the Thirtieth Day of *October* One thousand eight hundred and twenty, without having revoked or altered his said Will so far as relates to the Dispositions aforesaid, and without leaving any Issue of his Body living at his Decease: And whereas the said *Lionel Courtier Dutton* did, within Two Years next after he attained the Age of Twenty-one Years, and became entitled to the Possession or Receipt of the Rents and Profits of the said Estates so devised to him as aforesaid, in pursuance of the Directions for that Purpose contained in the said herein-before recited Will, take the Surname of *Dutton* after his own Surname, and hath obtained the Licence of His late Majesty King *George* the Fourth to use such Surname: And whereas the said *Jane Dutton*, the Wife of the said Testator, survived the said Testator, but hath since departed this Life: And whereas the said *Thomas Bradford* departed this Life on or about the Twelfth Day of *July* One thousand eight hundred and twenty-one: And whereas the said *Lionel Courtier Dutton* hath Issue One Son and Two Daughters, namely, *Sarah Hannah Courtier Dutton*, *Sidney Courtier Dutton*, and *Jane Courtier Dutton*, (who are all Infants under the Age of Twenty-one Years,) and no other Issue: And whereas the said *Charles Courtier* hath Issue Two Sons and Four Daughters, namely, *Arthur Courtier*, *Mary Courtier*, *Ellen Sarah Courtier*, *Jane Courtier*, *Charles Lionel Courtier*, and *Emma Courtier*, (who are all Infants under the Age of Twenty-one Years,) and no other Issue: And whereas the said *Sidney Courtier* departed this Life on or about the Tenth Day of *January* One thousand eight hundred and thirty-five, leaving Issue Three Sons and One Daughter, namely, *Helen Courtier*, *Sidney Courtier*, *Charles Courtier*, and *William Anderson Courtier*, (who are all Infants under the Age of Twenty-one Years,) and no other Issue: And whereas *Elizabeth Courtier* of *Lambeth* in the said County of *Surrey* is the Widow and Relict of the said *Sidney Courtier* deceased, and is the Guardian of his said infant Children, appointed by the High Court of Chancery: And whereas the said *Emma Kerlake* (formerly *Emma Gibbs*), one of the Devisees named in the said herein-before in part recited Will of the said *Peter Dutton*, did, in or about the Year One thousand eight hundred and thirty, intermarry with and she is now the Wife of the said *James Kerlake*: And whereas the said *Emma Kerlake* hath Issue Three Sons and One Daughter, namely, *James Lionel Kerlake*, *Emma Sarah Kerlake*, *John Sidney Kerlake*, and *Charles William Kerlake*, (all of whom

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whom are Infants under the Age of Twenty-one Years,) and no other Issue: And whereas the said *Lionel Courtier Dutton* and his said Son and Daughters, and the said *Charles Courtier* the elder and his said Sons and Daughters, and the said Sons and Daughter of the said *Sidney Courtier* deceased, and the said *James Kerlake* and *Emma* his Wife, and the said Sons and Daughter of the said *Emma Kerlake*, and the said *Peter Courtier*, are the only Persons now in being who are beneficially interested in the said Trust Estates and Property devised by the said herein-before in part recited Will of the said *Peter Dutton*: And whereas the Messuages and Buildings particularly mentioned and comprised in the First Schedule to this Act, being Part of the Estates which are devised by the said herein-before in part recited Will of the said *Peter Dutton*, are very old, and some of them are in a dilapidated State, and require annually a considerable Outlay for keeping the same in repair; and as there are not any Funds applicable for such Repairs, and as the same Messuages and Buildings are conveniently situated for Sale, it would be highly beneficial to all the Persons claiming or to claim under the several Devises and Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, if Power were given to the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or other the Trustees or Trustee for the Time being of the Estates devised by the said herein-before in part recited Will, to make Sale and dispose of the same Messuages or Buildings, with the Gardens and Appurtenances thereto belonging, and if the Monies arising from the Sale thereof, after satisfying all the Expences to be incurred in effectuating any such Sale or Sales, were invested in the Purchase of other Estates to be settled to, for, and upon such of the Uses, Trusts, Intents, and Purposes limited, expressed, and declared in and by the said herein-before in part recited Will of or concerning the Messuages or Buildings and Hereditaments so to be sold as are still subsisting and capable of taking effect: And whereas the Lands and other Hereditaments which are particularly mentioned and comprised in the Second Schedule to this Act, being other Parts of the Lands and Grounds so devised by the said herein-before in part recited Will of the said *Peter Dutton* as aforesaid, lie in or near the Town of *Warrington* aforesaid, which is a large manufacturing District, and the Population of the said Town and Neighbourhood hath been for some Time past and is now rapidly increasing, and a considerable Portion of the same Lands and Grounds from their Situation are, or in a short Time will in all Probability become, particularly eligible for building Purposes, and it would be highly and permanently advantageous to the said *Lionel Courtier Dutton*, and to all other the Persons claiming or to claim under the several Devises and Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, if Power were given to the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or other the Trustees or Trustee for the Time being of the Trust Estates devised by the said herein-before in part recited Will of the said *Peter Dutton*, to make Conveyances of the Inheritance in Fee Simple, or to grant Leases for long Terms of Years, of all or any Part of the said Lands or Grounds for the Purposes of building, or other Purposes of general Improvement connected with building, at and under an adequate yearly Rent, and

with



with and under the usual Provisions and Restrictions: And whereas it is the Custom in the said County Palatine of *Lancaster* to make Conveyances of Lands and Hereditaments in Fee, or for Terms of Nine hundred and ninety-nine Years, for building and other Purposes, reserving thereout annual Fee-farm Rents: And whereas a Part of the Estates so devised by the said herein-before in part recited Will of the said *Peter Dutton* as aforesaid was, in or about the Year One thousand eight hundred and thirty-six, sold and conveyed to the Proprietors of the *Grand Junction Railway Company* for the Purpose of the said Company, in pursuance of and by virtue of Two several Acts of Parliament, the one of the said Acts passed in the Eleventh Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable the Company of Proprietors of the Warrington and Newton Railway to extend the Line of the said Railway; and for repealing and explaining, altering, amending, and enlarging, some of the Powers and Provisions of the Act*, and the other of the said Acts passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from the Warrington and Newton Railway at Warrington in the County of Lancaster to Birmingham in the County of Warwick, to be called "The Grand Junction Railway,"* or one of them: And whereas Part of the Purchase Money arising from such Sale was, in further pursuance of the same Acts, paid into the Bank of *England*, in the Name of the Accountant General of the Court of Exchequer, and the Sum of Two hundred and eighty Pounds Seven Shillings and Nine-pence was by him invested in his Name in the *Three per Centum Consolidated Bank Annuities*: And whereas it will be convenient and advantageous to the said *Lionel Courtier Dutton*, and to all other the Persons claiming or to claim under the several Devises and Limitations contained in the herein-before in part recited Will of the said *Peter Dutton*, if Power were given for making the said Sum of Two hundred and eighty Pounds Seven Shillings and Nine-pence, so invested as aforesaid in the *Three per Centum Consolidated Bank Annuities*, or such Part thereof as shall be necessary, applicable in or towards satisfying the Expences of obtaining an Act of Parliament for effectuating the several Objects and Purposes herein-before mentioned, and of carrying the said several Objects and Purposes into execution: And whereas the said several Objects and Purposes herein-before mentioned or referred to cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Lionel Courtier Dutton* on behalf of himself and his said infant Children, and the said *Charles Courtier* on behalf of himself and his said infant Children, and the said *Elizabeth Courtier* on behalf of the said infant Children of the said *Sidney Courtier* deceased, and the said *Emma Kerlake* and the said *James Kerlake* on behalf of himself and the said infant Children of the said *Emma Kerlake*, and *Peter Courtier*, 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, That from and after the passing of this Act it shall and may be lawful for the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or the Trustee

11 G. 4. &  
1 W. 4. c. 57.

3 & 4 W. 4.  
c. 34.

Power to sell  
the Mes-  
suages, &c.  
comprised in  
First Sche-  
dule.



Trustee or Trustees for the Time being of the said Trust Estates devised by the said herein-before in part recited Will of the said *Peter Dutton*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who, under or by virtue of the Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, shall for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Messuages, Lands, Buildings, and Hereditaments hereby made saleable, or if such Person or Persons shall be under the Age of Twenty-one Years, then during such Minority, with the Consent in Writing of his, her, or their Guardian or respective Guardians for the Time being, to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, the said Messuages, Lands, Buildings, and Hereditaments comprised in the First Schedule annexed to this Act, with their Rights, Members, and Appurtenances, unto any Person or Persons whomsoever, and for such Price or Prices as the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or the Trustee or Trustees for the Time being of the said Trust Estates devised by the said Will of the said *Peter Dutton*, shall think reasonable, and upon Payment of the Monies to arise by such Sale or Sales into the Bank of *England*, in manner herein-after mentioned, to limit and appoint the Hereditaments and Premises which shall be so sold, with their Rights, Members, and Appurtenances, unto and to the Use of the Person or Persons who shall become the Purchaser or Purchasers of the same, and to his, her, or their Heirs and Assigns, or in such Manner as such Purchaser or Purchasers shall respectively direct or appoint, absolutely freed, acquitted, exonerated, and discharged of and from all the Uses, Trusts, Estates, Limitations, Charges, Powers, Provisoos, and Declarations in and by the said herein-before in part recited Will of the said *Peter Dutton* respectively limited, created, declared, and contained of and concerning the same.

The Money produced by the Sale to be paid into the Bank of England.

II. And be it further enacted, That all and every Sum and Sums of Money which shall arise from any Sale or Sales under this Act of Messuages, Lands, and Hereditaments comprised in the First Schedule to this Act shall be paid by the Person or Persons to whom such Sale or Sales shall be made into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there “*ex parte* the Purchasers of the Estates devised by the Will of *Peter Dutton* Esquire,” pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General and Receipt of Cashier to be a good Discharge.

III. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the



the said Court of Chancery, of the Payment into the Bank of *England*, by the Purchaser or Purchasers of all or any of the Hereditaments and Premises by this Act respectively authorized to be sold as aforesaid, of his, her, or their Purchase Monies, shall from Time to Time and at all Times thereafter be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Monies for which such Certificate or Certificates and Receipt or Receipts as aforesaid shall be respectively given; and that after the filing of such Certificates and Receipt or Receipts such Purchaser or Purchasers, and his, her, and their Heirs, Executors, Administrators, and Assigns, shall be and is and are hereby absolutely acquitted, exonerated, and discharged of and from the same Monies and every Part thereof, and shall not be obliged to see to the Application or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

IV. And be it further enacted, That all the Monies which shall be so paid into the Bank as aforesaid, and which shall not be applied in the Payment of Costs and Expences as herein-after mentioned, shall, upon Petition or Petitions to be preferred to the said Court of Chancery in a summary Way, at any Time and from Time to Time, by the said *Lionel Courtier Dutton* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act if the same were purchased and settled as herein mentioned, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case of Minority, be laid out and invested, by or under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition or Petitions, in the Purchase or Purchases of Freehold Messuages, Lands, Tenements, and Hereditaments of an Estate of Inheritance of Fee Simple in Possession, and of such Customary or Copyhold Lands and Hereditaments, not exceeding together One Sixth Part in Value of the Lands and Hereditaments to be comprised in any One Purchase as shall be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents; and all the Lands, Tenements, and Hereditaments so to be purchased in manner aforesaid shall be thereupon respectively conveyed, surrendered, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations to, upon, for, with, under, and subject to which the said Messuages, Lands, Buildings, and Hereditaments comprised in the said First Schedule would have remained subject and liable under and by virtue of the herein-before in part recited Will of the said *Peter Dutton*, as if this Act had not been passed.

Monies arising from Sale to be laid out in the Purchase of other Estates, to be settled to the same Uses.

V. And be it further enacted, That all Monies which shall be paid into the Bank in the Name of the said Accountant General, in manner herein-before directed, or so much thereof as shall not be

Money paid into the Bank to be subject to the Order of

[Private.]



the Court of  
Chancery.

ordered by the said Court of Chancery to be applied in the Payment of Costs and Expences according to the Directions herein-after contained, shall, in the meantime and until the same Monies shall be invested in the Purchase of Estates as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills, and that the Interest arising from the Bills so to be purchased, and the Monies received for the same as they shall respectively be paid off by Government, shall in like Manner be laid out in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall and may be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery by the said *Lionel Courtier Dutton*, or by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Estates to be purchased as aforesaid, in case the same were purchased and settled in pursuance of this Act, or of his, her, or their Guardian or Guardians on his, her, or their Behalf, in case of Minority, be ordered by the said Court of Chancery to be sold by the Accountant General for completing such Purchase or Purchases respectively, in such Manner as the said Court shall think just and direct; and if the Monies arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Monies so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expence of the Application to the said Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Estates directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Until Sale  
the Rents to  
be received  
by the Per-  
son entitled  
thereto.

VI. And be it further enacted, That in the meantime, and until such Sale or Sales shall be made as aforesaid of the Hereditaments and Premises by this Act respectively authorized to be sold, the Rents and Profits of the said Hereditaments and Premises, or so much thereof as shall from Time to Time remain unsold, shall be received and taken or enjoyed by such Person or Persons as would respectively have been entitled to have had, received, or enjoyed the same in case this Act had not been passed.

Power to  
make Con-  
veyances in

VII. And be it further enacted, That it shall and may be lawful for the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or the Trustees



Trustees or Trustee for the Time being of the said Trust Estates devised by the said herein-before in part recited Will of the said *Peter Dutton*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, but nevertheless with the Consent in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who for the Time being and from Time to Time shall, under or by virtue of the Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the said Estates devised by the same Will, or if such Person or Persons shall be under the Age of Twenty-one Years, then during such Minority with the Consent in Writing of his, her, or their Guardian or respective Guardians for the Time being, from Time to Time to convey in Fee Simple, or demise or lease for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, in Possession, all or any Part or Parts of the Lands and other Hereditaments particularly mentioned and described in the Second Schedule of this Act; to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Buildings upon any Part of the same Lands or Grounds, or to erect and build upon or otherwise improve the said Lands or Grounds or any Part thereof, or to annex any of the said Lands or Grounds for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or Grounds or any Part thereof, and with or without Liberty for the Purchaser or Purchasers or Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Conveyance or Conveyances or Lease or Leases as and for the Site of any open Space, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Purchasers, Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises, in such Manner as shall be agreed upon in every such Conveyance or Lease respectively, and with or without any other Liberties, Privileges, or Reservations which shall be reasonable, or are usual in Conveyances or Leases of a similar Description; so as in every such Conveyance or Lease there be reserved and made payable the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Conveyance or Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same, and such Rent or Rents as to such Part or Parts of the said Premises as shall be conveyed in Fee as aforesaid to be reserved or made to arise and become payable either by way of Reservation in Fee Farm or by way of Limitation of Use; and so as the Rent or Rents to be reserved in any such Conveyance or Lease be made payable half-yearly or oftener; and so that every such Conveyance or Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making or granting the same; and so as in every such Conveyance in Fee there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for recovering and enforcing the Payment of the Rent or Rents to be thereby

Fee, or  
grant Leases  
for 999  
Years, of the  
Premises  
comprised in  
the Second  
Schedule, for  
building  
Purposes.

made



made payable; and so as in every such Conveyance or Lease there be contained, on the Part of the Purchaser or Purchasers or Lessee or Lessees, a Covenant for keeping the Buildings erected and built or to be erected and built on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or one of the Offices for Insurance in *London, Westminster, Manchester, or Liverpool*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire; and every such Conveyance in Fee and Lease for Years may also contain any other Covenants, Stipulations, Agreements, Powers, Conditions, or Restrictions usually inserted in Conveyances or Leases of a similar Description, which shall appear reasonable to the Persons or Person making or granting the same respectively, and so that the respective Purchasers or Lessees execute Counterparts of their respective Conveyances or Leases: Provided always, that the First Payment of the Rent, to be limited or reserved in any Conveyance or Lease of any Part of the said Lands or Grounds comprised in the said Second Schedule to this Act, may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Conveyance or Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Conveyance or Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Counter-  
parts to be  
executed.  
Commence-  
ment of Rent.

Certificate to  
be Evidence  
of Execution  
of Counter-  
part.

VIII. And be it further enacted, That the Certificate in Writing of the Trustees or Trustee for the Time being executing any Conveyance or Lease to be made under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such Conveyance or Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

For giving  
Effect to the  
Power of  
Re-entry.

IX. And be it further enacted, That the several Conditions hereby authorized to be inserted in each such Conveyance in Fee as aforesaid shall be good and valid, and that when and if any Entry under any Condition of Re-entry or for a Forfeiture shall be made, then from and after such Entry the Lands or Grounds comprised in each Conveyance avoided by such Entry, and the Buildings or Works erected thereupon, shall become and be vested in the Person or Persons entitled to the said Rent or Rents for the same or the like Estate or Estates as he, she, or they respectively shall have in the same Rent or Rents, and in the same or the like Shares and Proportions, and with the same or the like Remainders and Limitations over, and under and subject to the same or the like Trusts, Charges, and Conditions, Intents and Purposes, as the same Rent or Rents shall be held by him, her, or them respectively, or shall be subject or liable to at the Time of such Entry.

X. Pro-



X. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons so for the Time being authorized to make such Conveyances or Leases pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act.

Leases may be made on Surrender of former Leases.

XI. Provided always, and be it further enacted, That it shall and may be lawful for the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or the Trustees or Trustee for the Time being of the said Trust Estates devised by the said herein-before in part recited Will of the said *Peter Dutton*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, nevertheless with the Consent in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who for the Time being and from Time to Time shall, under or by virtue of the Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, be beneficially entitled to the Possession or Receipt of the Rents and Profits of the said Estates devised by the same Will, or if such Person or Persons shall be under the Age of Twenty-one Years, then, during such Minority, with the Consent and Approbation in Writing of his, her, or their Guardian or respective Guardians for the Time being, to lay out and appropriate any Part or Parts of the Lands or Grounds mentioned and comprised in the said Second Schedule to this Act as and for open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of the Purchasers and Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Conveyance or Lease to be made or granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed, if any, to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Conveyances and Leases as aforesaid, and to be made with such Consent and Approbation as last aforesaid, and to be enrolled in one of Her Majesty's Courts of Record at *Westminster* within Six Months from the Date of any such general Deed; and also by such Conveyances or Leases, or general Deed or general Deeds respectively, to give and grant such Liberties, Privileges, Easements, and Conveniences as such Person or Persons shall deem reasonable or convenient.

Ground may be appropriated for Roads, Streets, Squares, &c. by Grants or Leases, or Deeds enrolled.

XII. And be it further enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands or Grounds comprised in the said Second Schedule to this Act, to erect, construct, repair, or build, and to keep in repair, any Buildings or Works upon, or otherwise improve the Land or Buildings purchased by him or them, and to pay the Rent or Rents to be reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, and to insure against Fire, and to rebuild or repair in case of Fire, and to leave Buildings in good Repair, and to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any open Spaces, Roads, Ways, Streets,

Purchasers Covenants to run with the Land.

[Private.]



Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, over, or under the Land or Ground to be purchased, or any other Part or Parts of the said Lands comprised in the said Second Schedule to this Act, or any other Covenant or Covenants of a like Nature, shall be deemed to run and shall run with the Land purchased by him or them, and shall bind the Purchaser or Purchasers thereof, his and their Heirs and Assigns.

Trustees  
Covenants  
to run with  
the Land.

XIII. And be it further enacted, That in case the said *Thomas Platt, Thomas Greenall, and William Hall*, or the Trustees or Trustee for the Time being of the said Estates devised by the herein-before in part recited Will of the said *Peter Dutton*, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Purchaser or Purchasers or Lessee or Lessees of any Part or Parts of the said Lands or Grounds comprised in the said Second Schedule to this Act, as to the Mode in which any other Part or Parts of the said Lands or Grounds shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or Grounds, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or Grounds in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim such Estate or Estates respectively, but no further or otherwise; and such Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Heirs, Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, and as such Person or Persons would have been liable in case he or they had originally entered into such Covenant or Covenants instead of the said original Covenantor or Covenantors, but only for any Breach or Breaches of Covenant during the Continuance of his or their Estate or Estates; and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him.

Purchasers  
Covenants  
to run with  
the Rent.

XIV. And be it further enacted, That all Covenants which shall be entered into by any Purchaser or Purchasers of any Part of the said Lands or Grounds comprised in the said Second Schedule to this Act, to erect or construct, repair or rebuild, and to keep in repair any Buildings or Works upon or otherwise to improve the Land purchased by him or them, and to pay the Rent or Rents reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, and to insure against Fire, and to rebuild or repair in case of Fire, and to leave Buildings in good Repair, and to contribute towards the Expences of making and keeping in repair and ornamenting or embellishing any open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or other Conveniences in, upon, through, over, or under the Land or Buildings to be purchased, or any other Part or Parts of the said Lands comprised in the said Second Schedule to this Act, or any other Covenant or Covenants of a like Nature, shall be deemed to run and shall run with



with the Rent to be reserved or limited by or in the Conveyance or Conveyances of the Premises purchased, so as that the Person or Persons for the Time being entitled to such Rent shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

XV. Provided always, and be it further enacted, That it shall be lawful for the said *Thomas Platt*, *Thomas Greenall*, and *William Hall*, or the Trustees or Trustee for the Time being of the said Estates devised by the said herein-before in part recited Will of the said *Peter Dutton*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, nevertheless with the Consent and Approbation in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who for the Time being and from Time to Time shall, under the Limitations contained in the said Will, be beneficially entitled to the Possession or Receipt of the Rents and Profits of the same Estates, but if such Person or Persons shall be under the Age of Twenty-one Years, then, during such Minority, with the Consent and Approbation in Writing of his, her, or their Guardian or respective Guardians for the Time being, to enter into any Contract or Contracts in Writing for making or granting any Conveyance or Conveyances in Fee, or Lease or Leases for Years, of all or any Parts or Part of the Lands or Grounds mentioned and comprised in the said Second Schedule to this Act, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be conveyed or leased, or any Part or Parts thereof, shall be built on, or rebuilt or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to convey or lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, and his or their Heirs and Assigns, or his or their Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons (to be approved of by the Persons or Person for the Time being hereby authorized to make Conveyances or Leases of the same Lands or Grounds as aforesaid) as he or they shall nominate and appoint in that Behalf, either in Fee or for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts (as the Case may be), and in such Parcels and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper; and, if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in the Conveyance or Conveyances or Lease or Leases to be made or granted of a given Quantity to be specified in such Contract or Contracts of the Land or Ground thereby agreed to be conveyed or leased, and that the Residue thereof shall be conveyed or leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any

Contracts  
may be en-  
tered into  
for granting  
Leases.

Con-



Conveyance or Conveyances or Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby agreed to be conveyed or leased, either by a Surveyor or Surveyors or Referee or Referees, or otherwise; and, in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Conveyance or Conveyances, Lease or Leases, made or granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be conveyed or leased, to be determined on by a Surveyor or Surveyors or Referee or Referees, or otherwise, the Residue thereof, if any, shall be conveyed or leased, by One or more Conveyance or Conveyances or Lease or Leases, at the yearly Rent of a Peppercorn; and, in case of Conveyances to be made or Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be conveyed or leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Conveyance or Conveyances shall be made, or any Lease or Leases shall be granted, of any Part or Parts of the Hereditaments so contracted to be conveyed or leased, the Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be conveyed or leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Purchasers and Lessees under the Powers of conveying and leasing herein-before contained.

Every Contract to contain a Clause of Re-entry.

XVI. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract, as to or for Re-entry upon such Part or Parts of the Lands and Buildings therein comprised and agreed to be conveyed or leased, as shall not have been actually conveyed or leased, and shall



shall not be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner therein stipulated, within a reasonable Time to be therein appointed; and also a Clause or Condition that the Person or Persons to whom such Conveyance or Conveyances or Lease or Leases ought to be made or granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to the Land and Buildings not actually conveyed or leased by virtue of the same Contract; be void; and every such Contract shall be binding on all the Persons upon whom any Conveyance or Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Conveyance or Conveyances or Lease or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

XVII. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any Conveyance or Lease or Contract to be made, granted, or entered into in pursuance of this Act, shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Conveyance or Lease or Contract, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to make or grant such Conveyances or Leases respectively as aforesaid, but with the Consent and Approbation in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who for the Time being and from Time to Time shall, under the Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, be beneficially entitled to the Possession or the Receipt of the Rents and Profits of the said Estates devised by the same Will, or if such Person or Persons shall be under the Age of Twenty-one Years, then during such Minority with the Consent and Approbation in Writing of his, her, or their Guardian or respective Guardians for the Time being, to make Conveyances or grant Leases, or enter into Contracts for making Conveyances or granting Leases, and afterwards to make Conveyances or grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Conveyances or Leases or Contracts for Conveyances or Leases thereof had been previously made, granted, or entered into.

On Recovery of Possession under any Clause of Re-entry, fresh Conveyances, Leases, or Contracts may be made.

XVIII. Provided always, and be it further enacted, That it shall and may be lawful for the Persons or Person for the Time being authorized to make Conveyances and grant Leases, by virtue of this Act, of the Land and Grounds mentioned and comprised in the said Second Schedule to this Act, (but with the Consent and Approbation in Writing of the said *Lionel Courtier Dutton* during his Life, and after his Decease of the Person or Persons who for the Time being and from Time to Time shall, under or by virtue of the Limitations contained in the said herein-before in part recited Will of the said *Peter Dutton*, be beneficially entitled to the Possession or Receipt of the Rents and Profits of the Estates devised by the same Will, if

New Agreements may be entered into with Persons having Contracts, by way of Addition to or Explanation of such Contracts.

[Private.]



such Person or Persons shall be of the Age of Twenty-one Years, but if he, she, or they shall be under that Age, then, during such Minority, with the Consent and Approbation in Writing of his, her, or their Guardian or respective Guardians for the Time being,) from Time to Time to enter into any new Covenant or Covenants or Agreement or Agreements, in relation to the Hereditaments so authorized to be conveyed or leased by them or him respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to or explained or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively; and if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Heirs, Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Re-conveyance or Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so re-conveyed or surrendered shall or may be contracted or agreed to be conveyed or leased, and afterwards conveyed or leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for conveying or leasing the same had been previously entered into or executed: Provided always, that every Conveyance to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Conveyance or Lease and such preceding Contract; provided that such Conveyance or Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Conveyances or Leases hereby authorized to be made and granted, and that after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Conveyance or Lease.

After the Execution of any Conveyance or Lease the Articles or Contract not to form any Part of the Evidence of Title.

Power to confirm defective Conveyances or Leases.

XIX. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to make Conveyances or grant Leases as aforesaid, so far



as relates to the Hereditaments of which such Persons or Person are or is hereby authorized to make Conveyances or grant Leases as aforesaid, to confirm any Conveyance or Conveyances to be made or any Lease or Leases to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in making, granting, or executing the same, or in entering into the Contract for making or granting the same, such Conveyance or Conveyances, Lease or Leases, shall be void or voidable, or to make any Conveyance or Conveyances, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Conveyance or Conveyances, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and (as to such Conveyances and Leases respectively) at and under the same yearly Rent or Rents as was or were, or at and under a larger Rent or Rents than was or were, reserved or limited in such void or voidable Conveyance or Conveyances, Lease or Leases respectively; or to accept a Re-conveyance or Re-conveyances or Surrender or Surrenders of any Lands or Grounds to be conveyed or leased under this Act, and to make any Conveyance or Conveyances or grant any Lease or Leases pursuant to the respective Powers and subject to the respective Restrictions herein-before contained of the Hereditaments so conveyed or comprised in the Lease or Leases so surrendered, but as to such Lease or Leases only for a Term or Terms not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered, and (as to such Conveyances and Leases respectively) at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved or limited in the original Conveyance or Conveyances or Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations, or new Conveyance or Conveyances, or new Lease or Leases respectively.

XX. Provided always, and it is hereby further enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to annul, prejudice, lessen, or affect the Powers of leasing, or any other Powers contained in the said herein-before in part recited Will of the said *Peter Dutton*, except that the same respectively shall not be exerciseable to the Prejudice of any Purchaser or Purchasers, Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, and Assigns, claiming any Conveyance or Conveyances, or Lease or Leases, or Contract or Contracts, which shall have been made or entered into under the Authority of this Act.

Act not to invalidate the Powers contained in the Will of Peter Dutton.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Lionel Courtier Dutton*, his Heirs and Assigns, and all and every the

General Saving.

Sons



Sons and Son of the said *Lionel Courtier Dutton* lawfully begotten or to be begotten, and the Heirs Male of their respective Bodies; and all and every the Daughters and Daughter of the said *Lionel Courtier Dutton*, and the Heirs of their respective Bodies; and the said *Charles Courtier* the elder, his Heirs and Assigns, and all and every the Sons and Son of the said *Charles Courtier* lawfully begotten or to be begotten, and the Heirs Male of their respective Bodies, and all and every the Daughters and Daughter of the said *Charles Courtier*, and the Heirs of their respective Bodies; and all and every the Sons and Son of the said *Sydney Courtier* deceased, and the Heirs Male of their respective Bodies, and all and every the Daughters and Daughter of the said *Sydney Courtier*, and the Heirs of their respective Bodies; and the said *Emma Kerlake*, her Heirs and Assigns, and all and every the Sons and Son of the said *Emma Kerlake* lawfully begotten or to be begotten, and the Heirs Male of their respective Bodies, and all and every the Daughters and Daughter of the said *Emma Kerlake*, and the Heirs of their respective Bodies; and the said *Peter Lionel Courtier*, his Heirs and Assigns, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Hereditaments hereby authorized to be sold, granted, and demised respectively, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

For taxing  
the Costs  
incurred in  
carrying this  
Act into  
effect.

XXII. And be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby required, on Petition to be presented in a summary Way, from Time to Time to make such Order or Orders as to the said Court shall seem fit for taxing and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and of making the same Applications to the said Court respecting the several Matters aforesaid, and in making out the Titles and completing the Sale or Sales, or Conveyance or Conveyances, or Lease or Leases, of the Hereditaments and Premises by this Act respectively authorized to be sold, conveyed, and demised respectively, and in vesting all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Estates according to the Directions herein contained, and in making and completing the Purchase or Purchases to be made under the Authority of this Act, or otherwise in carrying the Trusts and Purposes of this Act into execution; and also to make such Order or Orders as the said Court shall think fit for the Payment of such Costs, Charges, and Expences as aforesaid out of the said Monies which shall arise from the Sale or Sales herein-before authorized to be made of the Messuages, Buildings, and Hereditaments mentioned and comprised in the said First Schedule to this Act, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so as to be purchased as aforesaid: Provided always, that the said Sum of Two hundred and eighty Pounds Seven Shillings and Nine-pence, so paid into the Bank of *England* and invested in the Name of the Accountant General of the said Court of Exchequer, and the Accumulation thereof, if any, or such Part thereof as shall be sufficient or necessary, shall, in preference



ference to any other Fund, be applicable and applied in the Payment and Satisfaction of all such Costs, Charges, and Expences as aforesaid; and it shall and may be lawful for the said Court of Exchequer, and the said Court is hereby required, on Petition to be presented in a summary Way, from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment and Application of the said Sum of Two hundred and eighty Pounds Seven Shillings and Nine-pence, and the Accumulations thereof, or any Part thereof, (if any,) in or about or towards the Payment and Satisfaction of such Costs, Charges, and Expences as aforesaid, and also the Costs, Charges, and Expences of making Applications to the said Court respecting the Matters last aforesaid.

XXIII. And be it lastly enacted, That this Act 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.



## SCHEDULES referred to by the foregoing Act.

## THE FIRST SCHEDULE.

MESSUAGES, Cottages, or Dwelling Houses, situate in the Parish of Saint Oswald in the City of Chester, and in the Town and Parish of Warrington in the County of Lancaster, let at the yearly Rents respectively under mentioned.

Tenants Names.	Premises.	Situation.	Yearly Rent.		
			£	s.	d.
Messrs.Sellier and Huxley {	Public House, Shop, and Two Cottages - }	Northgate Street, Chester	42	0	0
John M'Keand - - -	House - - - - {	Saint Martin's Place, Chester - - - }	21	0	0
John Corbett - - -	Ditto - - - - -	King Street, Warrington -	18	0	0
Harwood Banner - - -	Ditto - - - - -	Ditto - - - - -	18	0	0
William Johnson - - -	Cottage - - - - -	Church Street, Warrington	7	0	0
William Backhouse - - -	Ditto - - - - -	Ditto - - - - -	6	0	0
William Forster - - -	Ditto - - - - -	Ditto - - - - -	5	4	0
James Peneth - - -	Ditto - - - - -	Ditto - - - - -	4	0	0
John Mort - - - - -	House and Garden -	Mersey Street in Warrington	15	0	0
James C. Perrin - - -	Ditto - - - - -	Ditto - - - - -	15	0	0
Edward Knight - - -	Gardens - - - - -	Ditto - - - - -	10	10	0
John Richard Pickmere -	Garden - - - - -	Ditto - - - - -	4	10	0
Thomas Jackson - - -	Ditto - - - - -	Ditto - - - - -	2	0	0
Thomas Bowcock - - -	Shippon and Barn -	Ditto - - - - -	6	0	0
Bridge Foundry Company	Stable - - - - -	Ditto - - - - -	5	0	0

William Booth.  
P. Nicholson.

## THE SECOND SCHEDULE.

MESSUAGES, Cottages, Lands, Tenements, and Hereditaments, situate in the Township of Warrington, and in the Township of Poulton-with-Feambead, in the Parish of Warrington in the County of Lancaster, and in Stretton and Latchford in the County of Chester, containing by Admeasurement the several Quantities, and let at the yearly Rents respectively under mentioned.

Tenants Names.	Premises.	Situation,	Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
John Ward - - -	Land - - - - -	Arpley in Warrington	7	3	9	12	0	0
Peter Eyes - - -	Ditto - - - - -	Howley in Warrington	16	1	22	90	0	0
Widow Barlow - - -	Ditto - - - - -	Ditto - - - - -	11	3	21	35	0	0
John Mort - - - - -	House and Garden {	Mersey Street in Warrington - }	-	-	-	15	0	0
James C. Perrin - - -	Ditto - - - - -	Ditto - - - - -	-	-	-	15	0	0
Edward Knight - - -	Gardens - - - - -	Ditto - - - - -	-	-	-	10	10	0
John Richard Pichmere	Garden - - - - -	Ditto - - - - -	-	-	-	4	10	0
Thomas Jackson - - -	Ditto - - - - -	Ditto - - - - -	-	-	-	2	0	0
Thomas Bowcock - - -	Shippon and Barn	Ditto - - - - -	-	-	-	6	0	0
Bridge Foundry Com- pany - - - - - }	Stable - - - - -	Ditto - - - - -	-	-	-	5	0	0
Old Quay Company - - -	Land - - - - -	Poulton - - - - -	23	2	38	84	0	0
Ralph Norman - - -	Land - - - - -	Latchford - - - - -	4	1	33	20	0	0

William Booth.  
P. Nicholson..

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