



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 24.

An Act to enable the Assignees of the Estate of *Thomas Blayds Molyneux*, a Bankrupt, to sell his Real Estates, discharged from a Jointure and certain Portions and Legacies charged thereon.
[8th August 1845.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *May* One thousand eight hundred and twelve, the Release being made between *Thomas Molyneux* of *Newsham House* within *Walton* in the County Palatine of *Lancaster*, Esquire, of the First Part; *Anthony Molyneux* of *Newsham House* aforesaid, Merchant, (eldest Son and Heir Apparent of the said *Thomas Molyneux*), of the Second Part; *Frances Blayds* Spinster, one of the Daughters of *John Blayds* of *Oulton* in the County of *York*, Esquire, of the Third Part; the said *John Blayds* of the Fourth Part; *John Blayds* the younger, of *Oulton* aforesaid, Esquire, and *Edmund Molyneux* of *Newsham House* aforesaid, Merchant, of the Fifth Part; and *Henry Blayds* of *Oulton* aforesaid, Esquire, and the said *Edmund Molyneux*, of the Sixth Part; after reciting that a Marriage had been agreed upon between the said *Anthony Molyneux* and *Frances Blayds*, and that

[Private.]

Settlement on the Marriage of *Anthony Molyneux* and *Frances Blayds*, 7th and 8th May 1812.

the said *Thomas Molyneux* was seised of or well entitled to the Fee Simple or absolute Interest of and in the Freehold and Copyhold or Customary Messuages, Lands, and Hereditaments therein-after described, and thereby released and covenanted to be surrendered respectively, and that upon the Treaty for the said intended Marriage it was agreed that the said *Thomas Molyneux* should settle the said Freehold and Copyhold or Customary Messuages or Tenements, Lands, and Hereditaments respectively in the Manner therein-after mentioned, it was witnessed, that in pursuance of the said Agreement on the Part of the said *Thomas Molyneux*, and in consideration of the said intended Marriage, and for making a Provision for the said *Frances Blayds* and the Issue (if any) of the said intended Marriage, and in consideration of the natural Love and Affection which the said *Thomas Molyneux* had and bore for his said Son, he the said *Thomas Molyneux* granted, bargained, sold, aliened, released, and confirmed unto the said *John Blayds* the younger and *Edmund Molyneux*, and to their Heirs, all that Capital Messuage or Mansion House called *Newsham House*, and the several Closes or Parcels of Land thereto belonging, situate in *Walton-on-the-Hill* in the said County of *Lancaster*, containing Seven Acres Three Roods and Seven Perches, and all that Close of Land in *West Derby* in the said County, late *Fazakerley's*, containing One Acre of the large Measure there used, or thereabouts, be the same a little more or less, as the same were in the Possession of the said *Thomas Molyneux*, and also all that Messuage and Tenement called *Newsham House Farm* in *Walton* aforesaid, and the several Closes in *Walton* aforesaid, containing Twelve Acres Three Roods and Four Perches of the like Measure, or thereabouts, be the same a little more or less, and all those several Closes or Parcels of Land in *West Derby* aforesaid held with the said *Newsham House Farm*, containing Fifteen Acres Three Roods and Twenty-eight Perches of the customary Measure in *West Derby*, which said Farm was in the Possession of *Thomas Horrabin* as Tenant thereof under the said *Thomas Molyneux*, and also all that Messuage and Tenement called the *Green Lane House* in *West Derby* aforesaid, in the Possession of *Thomas Afflick* as Tenant thereof, with the Garden thereto belonging, containing Thirty-six Perches of the like Measure, and all that Messuage and Tenement called *Green Lane House Farm*, and all those Freehold Closes containing Six Acres Two Roods and Thirty Perches of the like Measure, or thereabouts, be the same a little more or less, in the Possession of *Mary Rawlinson* as Tenant thereof to the said *Thomas Molyneux*, and situate, lying, and being in *West Derby* aforesaid, together with all and singular the Advantages and Appurtenances whatsoever to the said several Messuages, Tenements, Lands, and Hereditaments belonging or in anywise appertaining, to hold the said Capital and other Messuages, Lands, Tenements, and Hereditaments, and other the Premises thereby granted and released, or so intended to be, with their Rights, Members, and Appurtenances, unto the said *John Blayds* the younger and *Edmund Molyneux*, their Heirs and Assigns, to the Use of the said *Thomas Molyneux* and his Heirs until the said intended Marriage should be solemnized, and immediately after the Solemnization thereof to the Use of the said *Henry Blayds* and *Edmund Molyneux*, their Exe-

cutors, Administrators, and Assigns, during the Term of Ninety-nine Years, to commence from the Day of the Solemnization of the said intended Marriage, thence next ensuing and fully to be completed and ended, but upon the Trusts therein-after declared concerning the same; and subject to the said Term of Ninety-nine Years, and to the Trusts thereof, to the Use of the said *Thomas Molyneux*, his Heirs and Assigns, during the Life of the said *Anthony Molyneux*, without Impeachment of Waste; and after the Decease of the said *Anthony Molyneux*, to the Use, Intent, and Purpose that the said *Frances Blayds* (in case she should survive the said *Anthony Molyneux*) and her Assigns should from and immediately after his Decease yearly receive during her Life for her Jointure (and in lieu, bar, and satisfaction of the Dower, Freebench, and Thirds, at Common Law, or by Custom or otherwise, which she might otherwise claim or demand in, to, or out of all or any Lands or Hereditaments of which the said *Anthony Molyneux* then was or should during the said intended Coverture be seised for any Estate of Inheritance,) One annual Sum or yearly Rent-charge of Eight hundred Pounds, to be charged upon and yearly issuing and payable out of the said Hereditaments and Premises thereby granted and released, and to be paid half-yearly by Two equal half-yearly Payments on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, without any Deduction whatsoever, except the Income or Property Tax, the first half-yearly Payment thereof to be made on such of the said Days of Payment as should happen next after the Decease of the said *Anthony Molyneux*; and to this further Use, Intent, and Purpose, that when and so often as the said annual Sum or yearly Rent-charge of Eight hundred Pounds or any Part thereof should at any Time or Times be unpaid by the Space of Twenty Days next after any of the Days thereby appointed for the Payment thereof as aforesaid, then and so often it should be lawful to and for the said *Frances Blayds* and her Assigns during her Life to enter into and distrain upon the said Hereditaments and Premises thereby granted and released, or any Part thereof, and to dispose of the Distress then and there found according to Law, to the Intent that thereby or otherwise the said annual Sum or yearly Rent-charge of Eight hundred Pounds, and every Part thereof, so in arrear and unpaid, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, should be fully paid and satisfied; and to the further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rent-charge of Eight hundred Pounds, or any Part thereof, should at any Time or Times be unpaid for the Space of Forty Days next after any of the Days appointed for Payment thereof, then and so often (although there should not have been any legal Demand made thereof) it should be lawful for the said *Frances Blayds* and her Assigns during her Life to enter into and upon and hold the said Hereditaments and Premises thereby granted and released, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her and their own Use until she and they should therewith and thereby or otherwise be fully paid and satisfied the said annual Sum or yearly Rent-charge of Eight hundred Pounds, and the Arrears thereof due at the Time of such Entry, or afterwards to become due during her or their being in possession of the same Premises, together with

with all Costs, Charges, and Expences which she or they should sustain by reason of the Nonpayment thereof, and such Possession, when taken, to be without Impeachment of Waste; and, subject to the said annual Sum or yearly Rent-charge of Eight hundred Pounds, and the Powers and Remedies for recovering and compelling Payment thereof, to the Use of the said *John Blayds* the younger and *Edmund Molyneux*, their Executors, Administrators, and Assigns, during and unto the full End and Term of Five hundred Years, to commence and be computed from the Day of the Decease of the said *Anthony Molyneux*, thence next ensuing and fully to be complete and ended, without Impeachment of Waste, but upon the Trusts nevertheless, and to and for the Ends, Intents, and Purposes, therein-after expressed and declared of and concerning the same; and from and after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Thomas Molyneux*, his Heirs and Assigns for ever; and it was thereby declared that the said Messuages, Tenements, Lands, Hereditaments, and Premises thereby limited to the said *Henry Blayds* and *Edmund Molyneux*, their Executors, Administrators, and Assigns, for the said Term of Ninety-nine Years, were so limited to them upon trust that they, or the Survivor of them, his Executors, Administrators, or Assigns, should yearly during the joint Lives of the said *Anthony Molyneux* and *Frances Blayds*, and in case the said *Anthony Molyneux* should survive the said *Frances Blayds* then during the Life of the said *Anthony Molyneux*, with and out of the Rents, Issues, and Profits of the said Messuages, Lands, Tenements, Hereditaments, and Premises, or by other the Ways and Means therein mentioned, levy and raise the annual Sum of Four hundred Pounds, and pay the same during the joint Lives of the said *Anthony Molyneux* and *Frances Blayds*, by Two equal half-yearly Payments, unto or for the said *Frances Blayds*, for her separate Use, in the Manner therein mentioned, and for which her Receipt alone should be a sufficient Discharge; and in case the said *Anthony Molyneux* should survive the said *Frances Blayds* (but which Event did not happen), then that the same Trustees should apply the said yearly Rent of Four hundred Pounds for the Benefit of the said *Anthony Molyneux* in the Manner therein mentioned, and from and after Payment of the said annual Sum of Four hundred Pounds, and subject thereto, should permit and suffer the Person or Persons for the Time being entitled in reversion or remainder to the said Hereditaments and Premises immediately expectant on the Determination of the said Term by virtue of the Limitations therein contained from Time to Time to receive and take the Residue of the said Rents, Issues, and Profits to and for his, her, and their own Use and Benefit; and it was also provided, that immediately after the Decease of the said *Anthony Molyneux*, and after Payment of all Arrears of the said Sum of Four hundred Pounds, and when all the Trusts thereby declared of the said Term of Ninety-nine Years should in all things be fully performed and satisfied, or by any other Ways or Means be discharged or become incapable of being performed, according to the Intent and Meaning of the now-reciting Indenture, and when the
said

said *Henry Blayds* and *Edmund Molyneux*, and each of them, and their respective Executors, Administrators, and Assigns, should be fully reimbursèd all Costs, Charges, and Expences occasioned by or relating to the said Trusts of the said Term of Ninety-nine Years, which they were thereby respectively empowered to raise by all or any of the Ways and Means aforesaid, and to retain accordingly, then and thenceforth the same Term should cease and determine; and it was thereby also declared, that the said Messuages, Lands, Tenements, Hereditaments, and Premises thereby limited to the said *John Blayds* the younger and *Edmund Molyneux*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, were so limited to them upon trust that, in case and so often as the said annual Sum or yearly Rent-charge of Eight hundred Pounds or any Part thereof should be in arrear and unpaid by the Space of Sixty Days next after any of the Days thereby appointed for Payment thereof, the said *John Blayds* the younger and *Edmund Molyneux*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should (although there should not have been any legal Demand made thereof), by and out of the Rents, Issues, and Profits of the said Messuages, Lands, Tenements, Hereditaments, and Premises, or by demising, leasing, mortgaging, or selling the same Messuages, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, for all or any Part of the same Term, or by bringing Actions against all and every or any of the Tenants, or Occupiers of the said Hereditaments and Premises, or any of them, or of any Part or Parts thereof, for the Recovery of the Rents in arrear, or by all and every or any of the Ways and Means aforesaid, or by such other Ways or Means as to the said *John Blayds* the younger and *Edmund Molyneux*, or the Survivor of them, his Executors, Administrators, or Assigns, should seem proper, levy, raise, and pay the said annual Sum or yearly Rent-charge of Eight hundred Pounds, or so much thereof as should be so in arrear and unpaid as aforesaid, and all Costs, Damages, and Expences which the said *John Blayds* the younger and *Edmund Molyneux*, or either of them, their or either of their Executors, Administrators, or Assigns, or any of them, or the said *Frances Blayds* or her Assigns, should sustain or be put to for or by reason of the Nonpayment thereof; and upon further Trust that in case there should be any Child or Children of the said *Anthony Molyneux* by the said *Frances Blayds*, then and in such Case the said *John Blayds* the younger and *Edmund Molyneux*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the Survivor of them the said *Anthony Molyneux* and *Frances Blayds*, by Sale, Mortgage, or any other Disposition of the said Messuages, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part or Parts thereof, for all or any Part of the said Term of Five hundred Years, or by and out of the Rents, Issues, and Profits thereof respectively, or by bringing Actions against the Tenants or Occupiers of the same Premises or any of them, for the Rents then in arrear, or by all or any of the said Ways and Means, or by any other lawful Ways or Means, levy and raise the Sum of Sixteen thousand Pounds of lawful *English* Money for the Portion

[Private.]

or Portions of such Child or Children, or of his, her, or their Issue, the said Sum of Sixteen thousand Pounds to become and be a vested Interest in and to be paid to such Child or Children, or his, her, or their Issue, at such Age or Time, or respective Ages or Times, and in such Shares and Proportions, or in or to One or more of such Children or their Issue exclusively of the others or other of them, and in such Manner as the said *Anthony Molyneux* should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by him in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be signed and published by him in the Presence of and to be attested by Three or more credible Witnesses, direct or appoint, and also levy and raise Maintenance Money in the Nature of Interest on the expectant Portion or Portions of any such Child or Children or Issue in manner therein mentioned; and it was also declared, that from and immediately after the Trusts therein-before declared of and concerning the said Term of Five hundred Years should be fully performed and satisfied, or should become unnecessary or incapable of taking effect, and the said *John Blayds* the younger and *Edmund Molyneux*, and each of them, and each of their Executors, Administrators, and Assigns, and every of them, should be fully reimbursed and satisfied all Costs and Charges (if any) to be occasioned by or relating to the Trusts thereby in them reposed as aforesaid, the same Term should, as to such of the Hereditaments comprised therein as should not have been sold or mortgaged for the Purpose aforesaid, absolutely cease and determine, and as to such of the Premises as should have been mortgaged for the Purposes aforesaid should (subject to such Mortgage) wait upon and attend the Freehold and Inheritance of the Hereditaments so mortgaged; and it was by the said Indenture further witnessed, that the said *Thomas Molyneux*, for himself, his Heirs, Executors, and Administrators, covenanted with the said *John Blayds* the younger and *Edmund Molyneux*, their Heirs and Assigns, that he the said *Thomas Molyneux* or his Heirs would, at his or their own Costs and Charges, at or before the First General Court to be holden next after the Solemnization of the said intended Marriage for the Manor of *West Derby* in the said County Palatine of *Lancaster*, surrender to the Lord of the said Manor, according to the Custom of the same Manor, all that Copyhold Close of Land held with *Newsham House*, situate in *West Derby* aforesaid, containing Three Roods and Six Perches of the Measure there used, or thereabouts, and also all those several Closes or Parcels of Land in *West Derby* aforesaid held with *Newsham House Farm*, containing Nineteen Acres One Rood and Seventeen Perches of the like Measure, or thereabouts, being Part of an ancient Estate of the said *Thomas Molyneux* and his Ancestors, and all those other Copyhold Closes of Land in *West Derby* aforesaid late the Inheritance of *Edmund Rigby* Esquire, of *Lancaster*, containing Five Acres Two Roods and Fourteen Perches of the like Measure, or thereabouts, be the same more or less, held with *Newsham House Farm*, and also all those several Copyhold Closes of Land in *West Derby* aforesaid late *Taylor's*, containing

containing Thirteen Acres One Rood and Four Perches of the like Measure, or thereabouts, be the same more or less, held with the *Green Lane Farm*, and also all those Copyhold Closes late *Milner's*, containing Two Acres Three Roods and Twenty-eight Perches, or thereabouts, of the like Measure, be the same more or less, also held with *Green Lane Farm*, in the Occupation of *Mary Rawlinson*, together with all and singular their Rights, Members, and Appurtenances, to the Use of the said *John Blayds* the younger and *Edmund Molyneux*, their Heirs and Assigns, to be held of the said Manor according to the Custom thereof by the Rents and Services therefore due and of Right accustomed, but upon such Trusts as should be similar to and correspondent in effect with the Uses and Trusts, Powers, Provisoos, Limitations, Declarations, and Agreements therein-before contained of and concerning the said Freehold Hereditaments and Premises thereby granted and released, or as near thereto as the Nature of the Tenure and Deaths of Parties and other Circumstances would then admit of, in order that the same Copyhold Premises might be a further Security for the said Annuity or yearly Sum of Four hundred Pounds therein-before provided for the said *Frances Blayds* as Pin Money, and the said annual Sum or yearly Rent-charge of Eight hundred Pounds for the Jointure of the said *Frances Blayds*, and also the Principal Sum of Sixteen thousand Pounds for the Portions of the Children of the said intended Marriage, but not for securing double Annuities or double Portions: And whereas the said intended Marriage between the said *Anthony Molyneux* and *Frances Blayds* was duly solemnized on the Fourteenth Day of *May* One thousand eight hundred and twelve: And whereas so much of the Lands and Hereditaments comprised in the said recited Indenture of Settlement as were Copyhold of Inheritance were on or about the Eleventh Day of *August* then next duly surrendered by the said *Thomas Molyneux* to the Use of the said *John Blayds* the younger and *Edmund Molyneux* the Trustees, their Heirs and Assigns, in pursuance of the Covenant for that Purpose in the said Indenture of Settlement contained, and to which Premises the said Trustees were duly admitted accordingly: And whereas the said *Thomas Molyneux* by his Will, bearing Date the Twenty-first Day of *May* One thousand eight hundred and thirty-three, after directing the Payment of all his just Debts, Funeral Expences, and the Charges of the Probate of his said Will, and subjecting both his Real and Personal Estate to the Payment thereof, gave, devised, and appointed all his several Copyhold Messuages and Tenements, with the Lands and Hereditaments thereto belonging, situate in *West Derby* and *Everton* in the said County, in the Occupation of *William Tasker*, *Thomas Revell Clare*, and *Emirley John Lawrenson*, *Henry Hoskin*, *Barnerd M'Entigert*, *M'Shean*, *Jane Goulborn*, *Richard Shackerley*, *Anderson Daley*, and *Keogh*, *John Orritt*, *Thomas Orritt*, *Matthew Rawlinson*, *Thomas Lawton*, *William Molyneux*, *William Perr*, *Benjamin Hallows*, as Tenants thereof, and also the *Sandy Croft* and the *Higher Schofield*, in his own Possession, which he had surrendered to such Uses as he should by his Will direct, and also all his Freehold Messuages, Tenements, Lands, and Hereditaments in *Walton*, *West Derby*, *Melling*, *Maghull*, *Aughton*, *Foxteth Park*; and *Liverpool*, in the said County, in his own Possession, and

Surrender by
Thomas
Molyneux to
the Trustees
of Copyhold
Lands com-
prised in the
Settlement,
11th August
1812.

Will of
Thomas
Molyneux,
21st May
1833.

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in the several Occupations of *John Orritt, Robert Masker, Harratt, Matthew Rawlinson, Thomas Orrett, William Brookfield, James Bolton, James Bradley, William Hodgson, Robert Ashcroft, Benjamin Hallows*, and in *Liverpool*, in the Occupation of *Francis Ashley and Company and John Fox* and others, or in whose Possession the same might be, a Part of which said Messuages and Lands in *Walton and West Derby* were comprised in the Settlement made upon and previous to the Marriage of his Son *Anthony* with *Frances Blayds* his then Wife, which Settment and the Trusts thereof he did thereby confirm, and all his reversionary Estate and Interest in several Closes of Land in *Melling* in the said County, in the Occupation of *Barned* as Leasehold Tenant thereof, and also the House, Garden, and Land in his own Possession in *Walton*, with the Gardener's Cottage and Garden in *West Derby*, his Three Seats or Pews in *West Derby Chapel*, One Seat in *Walton Church*, One Seat in *Melling Chapel*, his One Seat and Half Seat or Pew in *Magnall Chapel*, and also all other his Real Estates whatsoever and wheresoever, Canal Shares, *London Dock Stock*, Government Stock, subject as aforesaid, unto his eldest Son *Anthony* and his younger Son *Edmund*, and his Son in Law *Thomas Littledale*, to hold to the Use of them, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof, upon the Trusts therein-after declared of and concerning the same, that is to say, as to certain Portions of his Personal Estate upon the Trusts therein mentioned; and he directed his said Trustees within Twelve Calendar Months after his Decease to surrender and convey to his Son *Anthony*, his Heirs and Assigns, his Estates in *West Derby and Walton*, known by the Name of *Newsham Farm*, in the Occupation of *John Orrett* and others, also the House and Land in *Walton and West Derby*, in his own Possession, also the Land and Buildings known by the Name of *Green Lane House and Farm* in *West Derby*, late *Rigby's*, and the Copyhold Land purchased from *Hugh Taylor*, also the Land purchased from the Trustees of the late *Nathaniel Milner*, also the Cottages and Copyhold Land purchased from the Executors of the late *William Stainstreet*, with the Appurtenances held therewith and belonging thereto, in the Occupation of *Matthew Rawlinson* and others, some Parts of which were subject nevertheless to the Trusts and Provisoes contained in his Marriage Settlement, also his Two Fields of Copyhold Land purchased from *Arthur Heywood Esquire*, and the Two Fields of Copyhold Land purchased from the Devises of the late *Mrs. Stavert*, also the Copyhold House and Land purchased from *John Eden Esquire*, with a Seat or Pew in *West Derby Chapel*, also the Two Fields of Freehold and One Field of Copyhold Land purchased from the Trustees under the Will of the late *Edmund Rigby Esquire*, in the Occupation of the respective Tenants, also his other Estate in *West Derby* known by the Name of *Wall Hill*, with the Land and Buildings thereto belonging and appertaining, and also the Land and Building purchased by him from the late *Robert Newal*, and also the Land purchased from the Executors of the late *John Fazakerley*, and also the Two Fields of Freehold Land purchased from the Trustees of the late *Peter Rigby Esquire*, and also the Old Smith and Garden in the *Town Row, West Derby*, purchased from the Devises of *Lunt*, then
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in the Occupation of *Thomas Orrett*, *Thomas Lawton*, and *William Molyneux*, also his Two Seats or Pews in *West Derby Chapel*, and his One Seat or Pew in *Walton*, and also his new Vault or Burial Place under the same, and also his Freehold Estates in *Aughton*, with the Appurtenances, in the Occupation of *Robert Ashcroft* and *William Hodges* as Tenants thereof, also his Freehold Estate in *Toxteth Park* purchased from the Assignees of *Robert Kitchen*, and then in the Occupation of *James Ashcroft*; and the said Testator directed his said Trustees to surrender and convey such last-mentioned Estates in *Walton*, *West Derby*, *Aughton*, and *Toxteth Park*, to his Son *Anthony*, his Heirs and Assigns for ever, and as to the other or remaining Portions of his said Real Estates the said Testator directed his said Trustees to convey and dispose of the same in the Manner in his said Will mentioned: And whereas the said Testator *Thomas Molyneux* made a Codicil to his said Will, dated the Seventh Day of *August* One thousand eight hundred and thirty-four, and thereby gave all the Lands in *Melling* purchased by him since the Date of his Will to his Son *Edmund Molyneux*, his Heirs and Assigns, and as to a Messuage and Lands in or near *West Derby*, and all the Lands, Tenements, and Hereditaments he had lately purchased, being Part of the Estates of the late *Edmund Livesey* deceased, he directed that the Purchases should be completed out of his Personal Estate, and he gave the said Messuages and Lands so purchased to his Son the said *Anthony Molyneux*, his Heirs and Assigns for ever, and he directed that the same should be conveyed to him and them accordingly; but it was his the said Testator's Wish, and he devised the same on this Condition, that if his Son *Edmund Molyneux* should wish to have the House in *West Derby*, and the Lawn in front and the Field behind, which formed Lot Seven at the Sale of the late Mr. *Livesey's* Estates, he should have the same conveyed to him, he paying to his Son *Anthony Molyneux* the first Cost of the same, exclusive of any Expence of Alteration or Improvement he the said Testator might have made in his Lifetime, but his said Son *Edmund* was to make his Election whether he would purchase the same or not within Three Calendar Months after his the Testator's Decease, to entitle him to the same: And whereas the said Testator *Thomas Molyneux* departed this Life on the First Day of *May* One thousand eight hundred and thirty-five, and his said Will, with the said Codicil thereto annexed, were duly proved in the Consistory Court at *Chester* on the Twenty-first Day of *July* One thousand eight hundred and thirty-five, by the said *Anthony Molyneux* and *Edmund Molyneux*, Two of the Executors in the said Will named, *Thomas Littledale*, the other Executor in the said Will named, having renounced Probate thereof: And whereas by a certain Deed under the Hand and Seal of the said *Thomas Littledale*, bearing Date the Twenty-sixth Day of *May* One thousand eight hundred and thirty-six, the said *Thomas Littledale* refused, renounced, and disclaimed all Estate, Right, Title, Trust, and Interest whatsoever of, in, and to all and singular the Estate whatsoever which in and by the said Will of the said *Thomas Molyneux* deceased were devised, bequeathed, and given unto the said *Thomas Littledale*, and the Office of Trustee and Executor under the said Will and Codicil, or either of them: And whereas the said *Edmund Molyneux* did not avail himself of the

Codicil to
the Will of
Thomas Molyneux,
7th August
1834.

Deed of Dis-
claimer by
*Thomas Lit-
tledale*, 26th
May 1836.

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Option

Option given to him by the said Codicil to the Will of the said *Thomas Molyneux* to purchase the House, Lawn, and Field therein devised to the said *Anthony Molyneux* upon the Terms in the said Codicil mentioned: And whereas the said *Anthony Molyneux*, *Edmund Molyneux*, and *Thomas Littledale*, the Trustees named in the Will of the said *Thomas Molyneux*, did not procure themselves to be admitted to the Copyhold Hereditaments and Premises thereby devised to them in trust as aforesaid; but at a Court holden for the said Manor of *West Derby* on the Sixth Day of *June* One thousand eight hundred and thirty-eight, and thence by Adjournment to the Eighth Day of *August* following, the said *Anthony Molyneux* and *Edmund Molyneux* were admitted Tenants of "so much and such Part and Parts of the said Copyhold Hereditaments as were not sold and disposed of by the said *Thomas Molyneux* deceased in his Lifetime, and all other the Copyhold Estates, if any, late of him the said *Thomas Molyneux* deceased, within the Manor of *West Derby* aforesaid, subject nevertheless as to such Part and Parts of the said Copyhold Hereditaments as were comprised in the said recited Surrender of the Eleventh Day of *August* One thousand eight hundred and twelve to the Trusts of the same Surrender," to hold the same, subject as aforesaid, unto and to the Use of the said *Anthony Molyneux* and *Edmund Molyneux*, their Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor, upon the Trusts of the said Will of the said *Thomas Molyneux* deceased, or such of them as were then subsisting and capable of taking effect: And whereas the said *Anthony Molyneux* by his Will, bearing Date the Eighth Day of *September* One thousand eight hundred and thirty-eight, after directing all his just Debts, Funeral Expences, and the Charges of proving his Will, to be paid and discharged out of his general Personal Estate, and after giving certain Portions of his Personal Estate and a Legacy of Three hundred Pounds to his Wife, gave, devised, and bequeathed all his Freehold, Copyhold, and Leasehold Messuages, Lands, Tenements, and Hereditaments, wheresoever situate, and of what Tenure soever the same might be, and also all the Rest, Residue, and Remainder of his Personal Estate and Effects not therein-before disposed of, unto and to the Use of his Executrix and Executors therein-after named, their Heirs, Executors, Administrators, and Assigns respectively, upon trust to permit and suffer his said dear Wife during her Life, or so long as she should think proper, to use, occupy, and enjoy the Mansion or Dwelling House called or known by the Name of *Newsham House* in the Township of *Walton-on-the-Hill*, then in his Occupation, together with the Outbuildings, Gardens, Pleasure Grounds, the Gardener's Cottage and Garden, and the Pastures or Field on each Side of the House, running or lying within a Line from *Rocky Lane*, opposite to the House lately purchased by *John Hall* Esquire, to the sunk Fence in front of the said Mansion House called *Newsham House*, and thence in a direct Line until it reached the Fields on the opposite Side belonging to the Family of *Tarleton*, with all the Lands comprised within the said Line, to the Lanes, public and private, running behind and on the *Liverpool* Side of *Newsham House* and the said Gardener's Cottage and Garden, so long as his said Wife should think fit to reside in and occupy the same,

Will of Anthony Molyneux, 8th September 1838.

same, without paying any Rent in respect thereof, she keeping the same in proper Repair, and paying all Taxes and Assessments for or in respect of the same; and the said Testator declared that the Bequests and Trusts therein-before contained in favour and for the Benefit of his said Wife were intended to be in addition to the Enjoyment of a Rent-charge or Sum of Eight hundred Pounds *per Annum* provided for by her Marriage Settlement, and thereby secured upon and made payable out of the said Mansion of *Newsham House*, and the Lands and Premises of that Estate, or Part thereof, together with other Lands and Hereditaments; and it was his Will that his said Wife should have and receive the full Rent-charge or Sum of Eight hundred Pounds secured to her by the said Settlement, independent of and in addition to the Use and Occupation of the said Mansion House and Lands in which he had therein-before given her a Life Interest; and that in case the Lands whereon the same Rent-charge was secured, beyond the said Mansion and Lands devised in trust for his Wife for her Life as aforesaid, should at any Time be inadequate for raising, providing, and satisfying the said Rent-charge or Sum of Eight hundred Pounds to his said Wife, it was his Wish that the Deficiency of such Rent-charge should be provided for out of his general Estate, and he thereby directed his Trustees and Executors to raise and pay the same accordingly; and upon further Trust that they the said Trustees or Trustee should, subject to the Directions therein-before contained, pay to each of his Five younger Children, that was to say, *Mary Ann, John Blayds, Henry Blayds, Ellen and Charles Blayds*, the Sum of Six thousand Pounds (in addition to the Provision therein-after made for them by virtue of the Appointment therein-after contained), to be paid to the same Children when and as they should respectively attain the Age of Twenty-one Years; provided always, and the said Testator declared, that in case any or either of his said Five younger Children should die under the Age of Twenty-one Years, then and in every such Case he directed that the Legacy therein-before directed to be paid to each and every Child so dying should go to and be equally divided amongst all and every his Children and Child (including his eldest Son *Thomas Blayds Molyneux*) who should survive him, and who should live to attain the Age of Twenty-one Years, in equal Shares, as Tenants in Common, if more than One, for their, his, or her absolute Use and Benefit; and he directed his said Trustees or Trustee to raise and provide for the said several Legacies and Bequests out of his Personal Estate, but if the same should be insufficient, then he directed them to raise so much thereof as should be necessary out of the Rents and Profits, or by Sale or Mortgage of a competent Part or Parts of his Real, Copyhold, and Leasehold Estates, or any of them; and, subject to the Trusts and Directions therein-before contained, he gave, devised, and bequeathed the Rest, Residue, and Remainder of his Estate and Effects, Real, Copyhold, Leasehold, and Personal, or of whatever Nature or Kind soever the same might be, unto his said eldest Son the said *Thomas Blayds Molyneux*, his Heirs, Executors, Administrators, and Assigns for ever, for his and their own absolute Use and Benefit; and the said Testator, after noticing the Power of Appointment by the said recited Indenture of Settlement of the Eighth Day of *May* One thousand

thousand eight hundred and twelve, made on his Marriage with his said Wife, given to him over the Sum of Sixteen thousand Pounds thereby directed to be raised for his Children (after the Decease of the Survivor of himself and his said Wife), and also another Power of Appointment by the same Settlement given to him over a Sum of Four thousand Pounds to or amongst all or any of his Children (in case no Appointment should be made by his said Wife of the same Sum under a Power for that Purpose therein contained), and after stating that he had then by his said Wife the Six Children therein-before named, and that he was desirous of appointing the said Sum of Sixteen thousand Pounds, and also (in case no Appointment should be made by his said Wife under the Power given to her by the said Indenture of Settlement) the said Sum of Four thousand Pounds, unto and amongst all his said Children, exclusively of his eldest Son the said *Thomas Blayds Molyneux* (who was otherwise therein-before provided for), the said *Anthony Molyneux*, by virtue of the Powers reserved to him by the said Settlement, and of all other Powers enabling him thereunto, did by that his Will declare, direct, and appoint, that from and immediately after the Decease of his said Wife the Trustees or Trustee for the Time being of the said Settlement should stand and be possessed of and interested in the said Sum of Sixteen thousand Pounds, and also (in case his said Wife should make no Appointment thereof) of the said Sum of Four thousand Pounds, or of so much thereof as his said Wife should not appoint, and of and in the Stocks, Funds, and Securities whereon the same Sums respectively should be invested, in trust for his said Five younger Children the said *Mary Ann, John Blayds, Henry Blayds, Ellen* and *Charles Blayds*, in equal Shares and Proportions, for their own respective absolute Benefit, to be paid to them at the Decease of his said Wife, or on their respectively attaining the Age of Twenty-one Years, which Event should last happen; and in case any or either of his said Five younger Children should die under the Age of Twenty-one Years, then and in every such Case he appointed, directed, and declared that the Share therein-before appointed to or in trust for each and every one so dying, of and in the said last-mentioned Trust Monies and Premises thereby appointed as aforesaid, should be held in trust for and be equally divided amongst all and every his Children and Child by his said Wife (including his said eldest Son *Thomas Blayds Molyneux*) who should survive him, and who should live to attain the Age of Twenty-one Years, in equal Shares, if more than One, as Tenants in Common, for their own absolute Use and Benefit; and the said Testator directed and declared, that in case at the Time of his Decease any of his said younger Children should not have attained the Age of Twenty-one Years, it should be lawful for the Trustees or Trustee for the Time being of that his Will to lay out and invest the Legacy or Share of each such Child bequeathed and appointed as aforesaid in the Public Stocks or Funds or other Government Securities of *Great Britain*, or on Mortgage of Freehold, Copyhold; or Leasehold Estates or on Personal Security, as his said Trustees or Trustee in their or his absolute Discretion should see fit, and with Power to vary or continue such Securities or Investments at Discretion, without any Liability in any of the said Trustees or Trustee, in case of the Insufficiency

ciency or Failure of any such Security, or any Person or Firm upon or with whom such Trust Monies had been invested, and also to apply the annual Income of the Legacy or Share of each such Child for his or her Maintenance in manner therein mentioned, and to invest and accumulate the Surplus thereof not so applied; and the said Testator appointed his said Wife *Frances Molyneux*, his said Son *Thomas Blayds Molyneux*, and his Brother in Law the said *John Blayds* the younger, in the said Will called *John Blayds of Oulton House* in the County of *York*, Esquire, Trustees and Executrix and Executors of that his Will: And whereas the said Testator *Anthony Molyneux* departed this Life on the Ninth Day of *October* One thousand eight hundred and thirty-eight, and his said Will was duly proved in the Prerogative Court of the Archbishop of *York* on the Seventeenth Day of *March* One thousand eight hundred and forty-one, by the said *Frances Molyneux* and *Thomas Blayds Molyneux*: And whereas by an Indenture bearing Date the Eighth Day of *April* One thousand eight hundred and forty-one, and made between the said *John Blayds* of the one Part, and the said *Frances Molyneux* and *Thomas Blayds Molyneux* of the other Part, after reciting the Will of the said *Anthony Molyneux*, and his Death, and that the said *John Blayds* had refused to act in the Trusts of the said Will, it was witnessed, that the said *John Blayds*, with the Privity of the said *Frances Molyneux* and *Thomas Blayds Molyneux*, absolutely renounced and disclaimed unto the said *Frances Molyneux* and *Thomas Blayds Molyneux*, their Heirs, Executors, Administrators, and Assigns, all the Real and Personal Estate, Trusts, Powers, and Authorities whatsoever by the said recited Will of the said *Anthony Molyneux* deceased given, devised, or bequeathed to the said *John Blayds* jointly with the said *Frances Molyneux* and *Thomas Blayds Molyneux*, or otherwise howsoever, and all Trusteeship in respect thereof, and all Rights, Powers, and Privileges thereunto relating or in anywise belonging or annexed: And whereas a Fiat in Bankruptcy, bearing Date at *Westminster* the Fourth Day of *September* One thousand eight hundred and forty-one, was issued against the said *Thomas Blayds Molyneux* and his Partner *Percival Witherby*, by the Description of *Thomas Blayds Molyneux* and *Percival Witherby* of *Liverpool* in the County of *Lancaster*, Merchants and Copartners, and the said *Thomas Blayds Molyneux* and *Percival Witherby* were thereupon adjudged Bankrupts: And whereas *Anthony Lancaster Molyneux*, late of *Liverpool* aforesaid, but now of *Dorchester Place, Blandford Square, London*, and *Jeremiah Chaffers* of *Liverpool* aforesaid, Esquires, were on the Twenty-eighth Day of *September* One thousand eight hundred and forty-one appointed Assignees of the Estate and Effects of the said Bankrupts: And whereas *John Follett*, late of *Liverpool* aforesaid, Esquire, but now of the City of *London*, Esquire, was on the Twenty-fourth Day of *December* One thousand eight hundred and forty-two appointed and still is Official Assignee of the said Estate: And whereas by an Indenture of Release operating as a Lease and Release, bearing Date the Twenty-seventh Day of *November* One thousand eight hundred and forty-three, and made between the said *Frances Molyneux* of *Newsham House* in the Township of *Walton-on-the-Hill* in the County of *Lancaster*, Widow, and the said *Thomas Blayds Molyneux*,

Deed of Dis-
claimer by
John Blayds,
8th April
1841.

Appointment
of new Trus-
tees in place
of *Thomas
Blayds Moly-
neux* and *John
Blayds*, 27th
Nov. 1843.

[Private.]

Molyneux, of the First Part, *Thomas Chrichlow Molyneux* of *Liverpool* aforesaid, Chain Cable Manufacturer, and *Thomas Moore* of *Liverpool* aforesaid, Merchant, of the Second Part, *Peter Wright* of *Liverpool* aforesaid, Gentleman, of the Third Part, and the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, of the Fourth Part, after reciting the Will of the said *Anthony Molyneux*, and his Death, and the Probate of his said Will, and the Deed of Disclaimer executed by the said *John Blayds*, and that the said *Thomas Blayds Molyneux* was about to leave *England*, and to reside abroad for several Years, so that he would be incapable of acting as a Trustee under the said Will, it was therefore considered desirable that he should relinquish the Office, and that new Trustees should be appointed to supply the Places of himself and the said *John Blayds*, and that, at the Request of the said *Frances Molyneux* and *Thomas Blayds Molyneux*, the said *Thomas Chrichlow Molyneux* had agreed to become a Trustee of and under the said Will, in the Place of the said *John Blayds*, and the said *Thomas Moore* had agreed to become a Trustee of and under the said Will, in the Place of the said *Thomas Blayds Molyneux*, it was witnessed, that by virtue and in exercise and execution of a Power or Authority in that Behalf contained in the said recited Will of the said *Anthony Molyneux* they the said *Frances Molyneux* and *Thomas Blayds Molyneux* nominated and appointed the said *Thomas Chrichlow Molyneux* and *Thomas Moore* Trustees of and under the said Will, and of the Estates and Effects thereby given, devised, and bequeathed, in the Places of the said *John Blayds* and *Thomas Blayds Molyneux*, to perform the Trusts and exercise the Powers and Authorities in the same Will contained; and it was further witnessed, that for the Purpose of vesting the Freehold Estates devised by the said Will in the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore* jointly, the said *Frances Molyneux* and *Thomas Blayds Molyneux* bargained, sold, and released unto the said *Peter Wright* and his Heirs all and every the Freehold Messuages, Lands, Tenements, and Hereditaments whatsoever which were devised by the said recited Will of the said *Anthony Molyneux* deceased, as well of Inheritance as of any Freehold Estate less than Inheritance, and also all the Trust Estates which were thereby given and devised, together with all and every the Rights, Members, and Appurtenances thereto belonging, to hold the same unto the said *Peter Wright* and his Heirs, to the only proper Use of the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, their Heirs and Assigns, upon the Trusts declared and contained concerning the same by the said in part recited Will, or such of them as were still subsisting and capable of taking effect; and by the said Indenture the said *Frances Molyneux* and *Thomas Blayds Molyneux* covenanted with the said *Peter Wright* to surrender the several Copyhold Messuages, Lands, Tenements, and Hereditaments devised by the Will of the said *Anthony Molyneux*, with their Appurtenances, to the Intent that the Lord might re-grant the same unto the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, their Heirs and Assigns, at the Will of the Lord, according to the Custom of the Manor, but nevertheless upon the Trusts declared concerning the same by the Will of the said *Anthony Molyneux*, or such of them

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as were still subsisting and capable of taking effect: And whereas all the just Debts of the said Testator *Anthony Molyneux* deceased (except a Mortgage Debt or Sum of Three thousand five hundred Pounds due and owing to the said *John Blayds* and *Thomas Blayds* on the Security of a Mortgage of Part of the Estates of the said *Anthony Molyneux* deceased), and also all the Funeral Expences, and the Charges of proving the Will of the said Testator, and also the Legacy of Three hundred Pounds thereby bequeathed to the said *Frances Molyneux* his Wife, have been fully paid and satisfied out of his general Personal Estate: And whereas the said *Mary Ann Molyneux* (who has since intermarried with *William Edward Royds*, as herein-after mentioned), *John Blayds Molyneux*, and *Henry Blayds Molyneux*, Three of the younger Children of the said *Anthony Molyneux* deceased, have severally attained the Age of Twenty-one Years: And whereas the said *Ellen Molyneux* and *Charles Blayds Molyneux* have not yet attained the Age of Twenty-one Years, being of the respective Ages of Twenty Years and Eighteen Years: And whereas by an Order of the High Court of Chancery bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and forty-five the said *Frances Molyneux* was duly appointed the Guardian of the Persons and Estates of the said *Ellen Molyneux* and *Charles Blayds Molyneux*: And whereas by an Indenture bearing Date the First Day of *March* One thousand eight hundred and forty-one, and made between the said *Mary Ann Molyneux* of the First Part, *William Edward Royds* of *Rochdale* in the County of *Lancaster*, Banker, of the Second Part, and the said *Edmund Molyneux*, *Albert Hudson Royds* of *Rochdale* aforesaid, Banker, and *Thomas Littledale* the younger, of *Liverpool* aforesaid, Broker, of the Third Part, being the Settlement made in contemplation of the Marriage then intended between the said *Mary Ann Molyneux* and *William Edward Royds*, after reciting, amongst other things, the Agreement for the said Marriage, and that the said *Mary Ann Molyneux* was absolutely entitled, under the Will of her late Father the said *Anthony Molyneux*, to a Legacy of Six thousand Pounds, and also to a reversionary Interest in the Sum of Four thousand Pounds, or to some other reversionary Interest payable on the Decease of her Mother the said *Frances Molyneux*, it was witnessed that in consideration of the said intended Marriage the said *Mary Ann Molyneux*, with the Consent of her said intended Husband, assigned the said Legacy of Six thousand Pounds, and the reversionary Interest in the said Sum of Four thousand Pounds payable on the Decease of her Mother, and all her Interest under the Will of her said Father, and other the Property in the now-reciting Indenture mentioned, unto the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger, their Executors, Administrators, and Assigns, upon trust, after the Solemnization of the said intended Marriage, to pay the Income of the said Trust Monies and Premises unto the said *Mary Ann Molyneux* for her Life, for her sole and separate Use independently of her said intended Husband, and after the Decease of the said *Mary Ann Molyneux*, in case the said *William Edward Royds* should survive, to pay the said Income to him during his Life for his own Use and Benefit, and after the Decease of the Survivor of them the said *Mary Ann Molyneux* and *William Edward Royds* to stand possessed

Settlement
on the Mar-
riage of *Mary
Ann Moly-
neux* with
*William Ed-
ward Royds*,
1st *March*
1841.

possessed of the said Trust Monies and Premises upon trust for all and every or any of the Children of the said intended Marriage, in such Manner as the said *Mary Ann Molyneux*, notwithstanding her Coverture, should by Deed or Will appoint, and in default of such Appointment, and so far as no such Appointment should extend, in trust for all and every the Children and Child of the said *Mary Ann Molyneux* by the then present or any future Marriage, who, being a Son or Sons, should attain the Age of Twenty-one Years, or die under that Age leaving Issue him or them surviving, or, being a Daughter or Daughters, should attain that Age or be married, whichever should first happen, and their respective Executors, Administrators, and Assigns, to be divided between and amongst them, if more than One, in equal Shares and Proportions as Tenants in Common, and if there should be but One such Child then the whole to be in trust for such only Child, his or her Executors, Administrators, and Assigns; and it was thereby further agreed, that in case there should be no Child of the said *Mary Ann Molyneux*, or none who under the Trusts aforesaid should obtain a vested Interest in the said Trust Premises, then the said Trustees or Trustee should stand possessed of the said Money and Premises, and of the Income thereof, after the Decease of the said *Mary Ann Molyneux*, and such Failure of her Issue as aforesaid, (which should last happen,) in trust, if the said *Mary Ann Molyneux* should survive the said *William Edward Royds*, for the said *Mary Ann Molyneux*, her Executors, Administrators, and Assigns, for her and their own absolute Benefit; and in case such Failure of Issue should take place before the said *Mary Ann Molyneux* should be married to any other Husband, then absolutely freed and discharged from all the Trusts and Provisions therein declared and contained in favour or for the Benefit of any Child or Children of the said *Mary Ann Molyneux*, any thing therein-before contained to the contrary thereof in anywise notwithstanding, but if the said *Mary Ann Molyneux* should die in the Lifetime of the said *William Edward Royds*, then (subject to the Life Interest therein of the said *William Edward Royds*) in trust for such Person or Persons, upon such Trusts, and to and for such Ends, Intents, and Purposes, in such Parts, Shares, and Proportions, in such Manner and Form in all respects, as the said *Mary Ann Molyneux* should, notwithstanding Coverture, by Deed or Will direct or appoint, and in default of such Direction or Appointment, and so far as any such Appointment, if incomplete, should not extend, then in trust for the Person or Persons who would by virtue of the Statute of Distributions be entitled to the Personal Estate of the said *Mary Ann Molyneux* if she had died intestate and without having been married: And whereas the said intended Marriage between the said *Mary Ann Molyneux* and *William Edward Royds* was duly solemnized on the Tenth Day of *June* One thousand eight hundred and forty-one, and there are Issue of the said Marriage Three Children, namely, *Clement Molyneux Royds*, *William Herbert Molyneux Royds*, and *Frances Marion Royds*: And whereas the said Legacy of Six thousand Pounds assigned by the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one was, shortly after the Solemnization of the said Marriage, paid by the said *Thomas Blayds Molyneux* out of the general Personal Estate of the said

Anthony

Anthony Molyneux deceased, or secured or otherwise satisfied to the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger: And whereas the said *John Blayds Molyneux* hath been paid out of the general Personal Estate of the said *Anthony Molyneux* deceased the whole of the said Legacy of Six thousand Pounds given to him the said *John Blayds Molyneux* by the Will of the said *Anthony Molyneux* deceased: And whereas the said *Henry Blayds Molyneux* hath been paid out of the general Personal Estate of the said Testator the Sum of Two thousand two hundred and fifty Pounds on account and in part Payment of the Legacy of Six thousand Pounds given to him by the said Will; but the Personal Estate of the said Testator being now exhausted, the Sum of Three thousand seven hundred and fifty Pounds, the Residue of the said Legacy, and also the several Legacies of Six thousand Pounds by the said Will given to the said *Ellen Molyneux* and *Charles Blayds Molyneux*, and which will be payable to them when and as they respectively attain the Age of Twenty-one Years, can only be raised out of the Real Estates of the said Testator by his said Will devised to his eldest Son the said *Thomas Blayds Molyneux*: And whereas the Assignees of the Estate and Effects of the said *Thomas Blayds Molyneux* are anxious to proceed to a Sale of his Real Estates, for the Purpose of paying his Debts, but by reason of the Jointure of Eight hundred Pounds a Year charged thereon for the said *Frances Molyneux* during her Life under the said recited Indenture of Settlement and the Will of the said *Anthony Molyneux* deceased, and of the said Sum of Sixteen thousand Pounds by the said Settlement charged upon the Estates therein comprised for Portions for the younger Children of the said *Anthony Molyneux*, to be raised after the Decease of the said *Frances Molyneux*, no Sale of those Parts of the said Estates of the said *Thomas Blayds Molyneux* which are comprised in the said Settlement can at present be made: And whereas those Parts of the Freehold and Copyhold Estates of the said *Thomas Blayds Molyneux* comprised in the said recited Marriage Settlement of the said *Anthony Molyneux* deceased which are by the Will of the said *Anthony Molyneux* devised in trust for the said *Frances Molyneux* for her Life are particularly described in the First Part of the Schedule annexed to this Act: And whereas the remaining Parts of the Freehold and Copyhold Estates of the said *Thomas Blayds Molyneux* comprised in the said Marriage Settlement are particularly described in the Second Part of the Schedule annexed to this Act: And whereas the whole of the Freehold and Copyhold Estates of the said *Thomas Blayds Molyneux* devised by the Will of the said *Anthony Molyneux* deceased (except a Close of Land in *Toxteth Park* which was sold by the said *Thomas Blayds Molyneux* previously to his Bankruptcy) which are not comprised in the said Marriage Settlement are described in the Third Part of the Schedule annexed to this Act: And whereas the great Extension of the Town of *Liverpool* has rendered a great Portion of the said Estates extremely valuable for building Purposes, but if the same cannot be sold forthwith, not only the Extension of the said Town in the Direction of the said Estates will be stopped, but an Opportunity of selling the said Estates to great Advantage will be lost: And whereas many Parts of the Freehold and Copyhold Lands of the said *Thomas Blayds Molyneux* applicable for building Purposes,

[Private.]

which are not comprised in the said Settlement, are intermixed with the Freehold and Copyhold Lands of the said *Thomas Blayds Molyneux* which are comprised in the said Settlement, and in many Cases lie between the Lands comprised in the said Settlement and the Roads and Ways running near the same, so as to form Frontage Lands to the Lands comprised in the said Settlement, and very much increase the Value thereof: And whereas it may be expedient in dividing the said Lands into Building Lots to divide the same in such Manner that some Lots will consist partly of Lands comprised in the said Settlement, and partly of Lands not comprised therein; and it would greatly facilitate the Sale of the said Lands if the same could be sold at the same Time, and without distinguishing the settled from the unsettled Portions thereof: And whereas it is believed that the Monies to be produced by the Sale of the said Estates, if the same could now be sold, discharged from the said Jointure, Portions, and Legacies charged thereon, would (after making ample Provision for the said Jointure, Portions, and Legacies,) be nearly if not quite sufficient to pay the whole of the Creditors of the said *Thomas Blayds Molyneux* individually, and of the said *Thomas Blayds Molyneux* and *Percival Witherby*, the full Amount of their respective Debts: And whereas the said *Frances Molyneux*, *William Edward Royds* and *Mary Ann* his Wife, *John Blayds Molyneux*, and *Henry Blayds Molyneux*, being desirous that the Creditors of the said *Thomas Blayds Molyneux* should be paid, as far as his Estate will extend, are willing that the said Estates should now be sold discharged from the said Jointure, Portions, and Legacies, if out of the Money to arise from the Sale thereof such Provision as is herein-after contained be made for Payment of the said Jointure and Portions, and of such of the Legacies given by the Will of the said *Anthony Molyneux* deceased as now remain unpaid: And whereas the immediate Sale of the said Estates discharged from the said Jointure and Portions cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Follett*, the Official Assignee, and also the said *Anthony Lancaster Molyneux* and *Jeremiah Chaffers*, the Creditors Assignees of the Estate and Effects of the said *Thomas Blayds Molyneux* and *Percival Witherby*, on behalf of themselves and the other Creditors of the said *Thomas Blayds Molyneux* and *Percival Witherby*, 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 it shall be lawful for the Assignees for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux*, acting in pursuance of the said Fiat in Bankruptcy dated the Fourth Day of *September* One thousand eight hundred and forty-one, and they are hereby authorized and empowered, either immediately or at any Time after the passing of this Act, to make sale and absolutely dispose of the several Freehold and Copyhold Messuages or Tenements, Lands, and other Hereditaments comprised in the Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, (but subject, as to the Messuages or Tenements, Lands, Hereditaments, and Premises

comprised

Assignees
enabled to
sell Estates;

comprised in the First Part of the said Schedule, to the Life or other determinable Interest of the said *Frances Molyueux* therein, in case she shall be living and shall not concur in the Sale of the same Hereditaments and Premises,) either at one Time or at several Times, and either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, unto any Person or Persons whomsoever, not excepting the said *Frances Molyneux*, who shall or may be willing to become the Purchaser or Purchasers thereof, and for such Sum or Sums of Money, and under and subject to such special and other Conditions and Restrictions as to Title or otherwise, as the Assignees effecting such Sale shall judge sufficient or think necessary and proper, with full Power, Liberty, and Authority to buy in any Property which may be put up or offered for Sale at any Auction, or any Part of such Property, and to resell the same, either immediately or at any future Time, either by Auction or by private Contract, without being answerable for any Loss which may be occasioned thereby, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as may be requisite or proper, for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England*, or to the Persons and in the Manner directed by this Act, of the Purchase Monies for which the said Hereditaments and Premises shall be sold, or of the Residue of such Purchase Monies, after deducting thereout any Principal, Interest, and other Monies which may be due upon any Mortgage or Mortgages of the same Hereditaments and Premises, it shall be lawful for the said Assignees, by Indentures or Deeds of Bargain and Sale under their Hands and Seals, to bargain and sell the Freehold and Copyhold Hereditaments respectively which shall have been so sold and disposed of, with their Rights, Members, and Appurtenances, unto the Purchaser or Purchasers thereof respectively, his, her, or their Heirs and Assigns, or otherwise as he, she, or they shall direct or require.

and upon Payment of Purchase Money to execute Bargains and Sales to Purchasers.

II. And be it enacted, That upon the sealing and Delivery by the Assignees for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux* of any Bargain and Sale of any of the Freehold Hereditaments and Premises comprised in the First Part of the Schedule to this Act, the Fee Simple and Inheritance of the Hereditaments and Premises conveyed by such Bargain and Sale (but subject to the Life or other determinable Interest of the said *Frances Molyneux* therein, in case she shall be living, and shall not concur in the Sale of the same Hereditaments and Premises,) shall by virtue of such Bargain and Sale vest in the Person or Persons to whom the same shall be so bargained and sold, either absolutely, or to the Uses, upon the Trusts, and for the Purposes, and in the Manner in such Bargain and Sale expressed and declared concerning the same, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Terms of Years, Jointure, Portions, Legacies, Charges, Limitations, Powers, Provisoos, and Declarations whatsoever in and by the said in part recited Indenture of Settlement of the Seventh and Eighth Days of *May* One thousand eight hundred and twelve, the said herein-before in part recited Will and Codicil of the said *Thomas Molyneux* deceased,

Upon Execution of Bargain and Sale the Hereditaments in First Part of Schedule to vest in Purchasers, subject to Life Estate of Mrs. Molyneux, but discharged from Uses and Trusts of Settlement and Wills.

deceased, and the said herein-before in part recited Will of the said *Anthony Molyneux* deceased, or any or either of them, limited, expressed, declared, or contained of or concerning the same Hereditaments and Premises respectively, or any of them, or charged thereon or made payable thereout, and also of and from all the Estate, Right, Title, Claim, or Demand whatsoever, both at Law and in Equity, of her the said *Frances Molyneux* and her Assigns, other than and except for her Life as aforesaid, under the Will of the said *Anthony Molyneux* deceased, in case she shall be living, and shall not concur in the Sale of the same Hereditaments and Premises, and also of them the said *William Edward Royds* and *Mary Ann* his Wife, and other the Persons claiming or entitled under the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, *John Blayds Molyneux*, *Henry Blayds Molyneux*, *Ellen Molyneux*, and *Charles Blayds Molyneux*, their respective Executors, Administrators, and Assigns, and also of the said *John Blayds* the younger and *Edmund Molyneux*, the Trustees of the said Term of Five hundred Years, created by the said Indenture of Settlement, their Executors, Administrators, and Assigns, and also of the said *Edmund Molyneux*, and other the Trustee or Trustees of the Will of the said *Thomas Molyneux* deceased, their Heirs or Assigns, and of the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, the Trustees of the Will of the said *Anthony Molyneux* deceased, their Heirs or Assigns, and of the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger, the Trustees of the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, their Executors, Administrators, or Assigns, and of the said *Thomas Blayds Molyneux*, his Heirs or Assigns, and of each and every of the said Parties respectively, in or to the same Freehold Hereditaments and Premises, or any Part thereof, or the Jointure, Portions, or Legacies charged thereon or made payable thereout by virtue of the same Settlement and Wills respectively or any of them.

Upon Execution of Bargains and Sales of Freehold Hereditaments in Second and Third Parts of Schedule, same to vest in Purchasers discharged from Uses and Trusts of Settlement and Wills.

III. And be it enacted, That upon the sealing and Delivery by the said Assignees of any Bargain and Sale of any of the Freehold Hereditaments and Premises comprised in the Second and Third Parts of the Schedule to this Act the Fee Simple and Inheritance of the Hereditaments and Premises conveyed by such Bargain and Sale, subject only to any Mortgage of the same Hereditaments and Premises which may be then subsisting, and which may not be paid off and discharged out of the Purchase Monies of the same Premises, or be otherwise satisfied by the said Assignees, shall by virtue of such Bargain and Sale vest in the Person or Persons to whom the same shall be so bargained and sold, either absolutely or to the Uses, upon the Trusts, and for the Purposes and in the Manner in such Bargain and Sale expressed and declared concerning the same, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Terms of Years, Jointure, Portions, Legacies, Charges, Limitations, Powers, Provisoos, and Declarations whatsoever in and by the said in part recited Indenture of Settlement of the Seventh and Eighth Days of *May* One thousand eight

hundred and twelve, the said herein-before in part recited Will and Codicil of the said *Thomas Molyneux* deceased, and the said herein-before in part recited Will of the said *Anthony Molyneux* deceased, or any or either of them, limited, expressed, declared, or contained of or concerning the same Hereditaments and Premises respectively, or any of them, and also of and from all the Estate, Right, Title, Claim, or Demand whatsoever, both at Law and in Equity, of them the said *Frances Molyneux*, *William Edward Royds* and *Mary Ann* his Wife, and other the Persons claiming or entitled under the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, *John Blayds Molyneux*, *Henry Blayds Molyneux*, *Ellen Molyneux*, and *Charles Blayds Molyneux*, their respective Executors, Administrators, and Assigns, and also of the said *John Blayds* the younger and *Edmund Molyneux*, the Trustees of the said Term of Five hundred Years created by the said Indenture of Settlement, their Executors, Administrators, or Assigns, and also of the said *Edmund Molyneux*, and other the Trustees or Trustee of the Will of the said *Thomas Molyneux* deceased, their Heirs or Assigns, and of the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, the Trustees of the Will of the said *Anthony Molyneux* deceased, their Heirs or Assigns, and of the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger, the Trustees of the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, their Executors, Administrators, or Assigns, and of the said *Thomas Blayds Molyneux*, his Heirs or Assigns, and of each and every of the said Parties respectively, in or to the same Freehold Hereditaments and Premises or any Part thereof, or the Jointure, Portions, or Legacies charged thereon or made payable thereout by virtue of the same Settlement and Wills respectively, or any of them.

IV. And be it enacted, That upon the sealing and Delivery by the said Assignees of any Bargain and Sale of any of the Copyhold Hereditaments and Premises comprised in the First Part of the Schedule to this Act to the Purchaser or Purchasers of the same Hereditaments and Premises, or to such Person or Persons as he, she, or they shall direct or require, the Hereditaments and Premises so comprised in such Bargain and Sale (but subject to the Life or other determinable Interest of the said *Frances Molyneux* therein, in case she shall be living, and shall not concur in the Sale of the same Hereditaments and Premises,) shall by virtue of such Bargain and Sale be freed and absolutely acquitted and discharged of and from all and singular the Uses, Estates, Terms of Years, Jointure, Portions, Legacies, Charges, Limitations, Powers, Provisoos, and Declarations in and by the said in part recited Indenture of Settlement of the Seventh and Eighth Days of *May* One thousand eight hundred and twelve, the said herein-before in part recited Will and Codicil of the said *Thomas Molyneux* deceased, and the said herein-before in part recited Will of the said *Anthony Molyneux* deceased, or any or either of them, limited, expressed, declared, or contained of or concerning the same Hereditaments and Premises respectively or any of them, and also of and from all the Estate, Right, Title, Claim, or Demand whatsoever, both at Law and in Equity, of her the said

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Frances

Upon the Execution of Bargain and Sale of Copyholds in First Part of Schedule, the same (subject to Life Interest of *Frances Molyneux*) to be discharged from Uses and Trusts of Settlement and Wills.

Frances Molyneux and her Assigns, other than and except for her Life as aforesaid, under the Will of the said *Anthony Molyneux* deceased, in case she shall be living, and shall not concur in the Sale of the same Hereditaments and Premises, and also of them the said *William Edward Royds* and *Mary Ann* his Wife, and other the Persons claiming or entitled under the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, *John Blayds Molyneux*, *Henry Blayds Molyneux*, *Ellen Molyneux*, and *Charles Blayds Molyneux*, their respective Executors, Administrators, or Assigns, and also of the said *John Blayds* the younger and *Edmund Molyneux*, the Trustees of the said Term of Five hundred Years created by the said Indenture of Settlement, their Executors, Administrators, or Assigns, and also of the said *Edmund Molyneux* and other the Trustees or Trustee of the Will of the said *Thomas Molyneux* deceased, their Heirs or Assigns, and of the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, the Trustees of the Will of the said *Anthony Molyneux* deceased, their Heirs or Assigns, and of the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger, the Trustees of the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, their Executors, Administrators, or Assigns, and of the said *Thomas Blayds Molyneux*, his Heirs or Assigns, and of each and every of the said Parties respectively, in or to the same Copyhold Hereditaments and Premises or any Part thereof, or the Jointure, Portions, or Legacies charged thereon or made payable thereout by virtue of the same Settlement and Wills respectively, or any of them.

Upon the Execution of Bargain and Sale of Copyholds in Second and Third Parts of Schedule, the same to be discharged from Uses and Trusts of Settlement and Wills.

V. And be it enacted, That upon the sealing and Delivery by the said Assignees of any Bargain and Sale of any of the Copyhold Hereditaments and Premises comprised in the Second and Third Parts of the Schedule to this Act, to the Purchaser or Purchasers of the same Hereditaments and Premises, or to such Person or Persons as he or they shall direct or require, the Hereditaments and Premises so comprised in such Bargain and Sale, subject only to any Mortgage of the same Hereditaments and Premises which may be then subsisting, and which may not be paid off and discharged out of the Purchase Monies of the same Premises, or be otherwise satisfied by the said Assignees, shall by virtue of such Bargain and Sale be freed and absolutely acquitted and discharged of and from all and singular the Uses, Estates, Terms of Years, Jointure, Portions, Legacies, Charges, Limitations, Powers, Provisoos, and Declarations whatsoever in and by the said in part recited Indenture of Settlement of the Seventh and Eighth Days of *May* One thousand eight hundred and twelve, the said herein-before in part recited Will and Codicil of the said *Thomas Molyneux* deceased, and the said herein-before in part recited Will of the said *Anthony Molyneux* deceased, or any or either of them, limited, expressed, declared, or contained of or concerning the same Hereditaments and Premises respectively, or any of them, and also of and from all the Estate, Right, Title, Claim, or Demand whatsoever, both at Law and in Equity, of them the said *Frances Molyneux*, *William Edward Royds* and *Mary Ann* his Wife, and other the Persons claiming or entitled under the said recited

recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, *John Blayds Molyneux, Henry Blayds Molyneux, Ellen Molyneux, and Charles Blayds Molyneux*, their respective Executors, Administrators, and Assigns, and also of the said *John Blayds* the younger and *Edmund Molyneux*, the Trustees of the said Term of Five hundred Years created by the said Indenture of Settlement, their Executors, Administrators, or Assigns, and also of the said *Edmund Molyneux* and other the Trustees or Trustee of the Will of the said *Thomas Molyneux* deceased, their Heirs or Assigns, and of the said *Frances Molyneux, Thomas Chrichlow Molyneux, and Thomas Moore*, the Trustees of the Will of the said *Anthony Molyneux* deceased, their Heirs or Assigns, and of the said *Edmund Molyneux, Albert Hudson Royds, and Thomas Littledale* the younger, the Trustees of the said recited Indenture of the First Day of *March* One thousand eight hundred and forty-one, their Executors, Administrators, or Assigns, and of the said *Thomas Blayds Molyneux*, his Heirs or Assigns, and of each and every of the said Parties respectively, in or to the same Copyhold Hereditaments and Premises or any Part thereof, or the Jointure, Portions, or Legacies charged thereon or made payable thereout by virtue of the same Settlement and Wills respectively, or any of them.

VI. And be it enacted, That the said *John Blayds* and *Edmund Molyneux*, or the Survivor of them, being Tenants or Tenant in the Court Roll of the Copyhold Hereditaments comprised in the First and Second Parts of the Schedule to this Act, as Trustees or Trustee thereof for the Purposes of the said recited Indenture of Settlement, and also the said *Edmund Molyneux*, being Tenant on the Court Roll of the Copyhold Hereditaments comprised in the First, Second, and Third Parts of the said Schedule, as Trustee thereof for the Purposes of the Will and Codicil of the said *Thomas Molyneux* deceased, shall and they and he are and is hereby required, upon the Request and at the Costs and Expence in all things of the Purchaser or Purchasers of any Copyhold Hereditaments and Premises which may have been bargained and sold to him or them by the said Assignees in pursuance of this Act, but as to the Copyhold Hereditaments and Premises comprised in the First Part of the said Schedule not until after the Determination of the Life or other determinable Interest of the said *Frances Molyneux* therein, until he shall have become the Purchaser thereof, or shall have concurred in the Sale thereof, to surrender into the Hands of the Lord or Lady or Lords or Ladies for the Time being of the said Manor of *West Derby*, to the Use of the Purchaser or Purchasers named in such Bargain and Sale, or to the Use of such other Person or Persons as such Purchaser or Purchasers shall direct, all and every the Messuages, Lands, Hereditaments, and Premises comprised in such Bargain and Sale, of which they or he the said Trustees or Trustee shall be such Tenants or Tenant as aforesaid, with all and every the Rights, Members, and Appurtenances to the said Hereditaments and Premises belonging, to the End and Intent that the Purchaser or Purchasers, or other Person or Persons to whom such Surrender may be made, may be admitted to the Hereditaments comprised therein,

Trustees of Settlement and of Will of *Thomas Molyneux* to surrender Copyholds to Purchasers thereof after the same have been bargained and sold to them by the Assignees.

to

to hold the same at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Suits, and Services therefore due and of right accustomed, and in the meantime and until such Surrender or Surrenders of the said Hereditaments and Premises shall be so made the said Trustees or Trustee shall stand and be seised thereof (subject as to the said Copyhold Hereditaments and Premises comprised in the First Part of the said Schedule to the Life or other determinable Interest of the said *Frances Molyneux* therein) upon trust for the Person or Persons to whom the same Copyhold Hereditaments and Premises shall be so bargained and sold as aforesaid, his, her, or their Heirs and Assigns.

Purchase Monies, until amounting to Two Sums of 30,000*l.* and 20,000*l.* respectively, to be paid into the Bank, and subsequent Purchase Monies to be paid to the Official Assignee.

VII. And be it enacted, That all and every the Sum and Sums of Money to be paid by the Purchasers of the Freehold and Copyhold Hereditaments and Premises comprised in the Schedule to this Act shall be paid by such Purchasers 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 of *Thomas Blayds Molyneux*, a Bankrupt," and the Persons entitled under the Marriage Settlement of *Anthony Molyneux* deceased, until the Sum and Sums of Money so paid into the Bank shall amount in the whole to the Sum of Thirty thousand Pounds; and when and so soon as by such Payments as aforesaid the clear Sum of Thirty thousand Pounds shall have been paid into the Bank as aforesaid, then all and every the Sum and Sums of Money to be thereafter paid by the Purchasers of the said Freehold and Copyhold Hereditaments and Premises shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General, to his Account there, "*Ex parte* the Purchasers of the Estates of *Thomas Blayds Molyneux*, a Bankrupt, and the Legatees entitled under the Will of *Anthony Molyneux* deceased," until the Sum and Sums of Money so paid into the Bank shall amount in the whole to the Sum of Twenty thousand Pounds; and when and so soon as by such Payments as aforesaid the clear Sum of Twenty thousand Pounds shall have been paid into the Bank *ex parte* the said Purchasers and Legatees then all and every the Sum and Sums of Money to be thereafter paid by the Purchaser or Purchasers of the said Freehold and Copyhold Hereditaments and Premises shall be paid to the Official Assignee for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux*.

Monies to be paid into the Bank pursuant to 12 G. 1. c. 32. and 12 G. 2. c. 24.

VIII. And be it enacted, That the Purchase Monies by this Act directed to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Chancery shall be so paid in pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter the Thirty-second, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter the Twenty-fourth; and the Certificate or Certificates of the said Accountant General, under his Hand, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court,

Court, of the Payment into the Bank of *England* by any Purchaser or Purchasers of any Part of the Freehold and Copyhold Hereditaments and Premises comprised in the Schedule to this Act, of his or their Purchase Money or Purchase Monies, or of any Part or Parts thereof, as aforesaid, or an Office Copy or Office Copies of any such Certificate or Receipt, shall from Time to Time be a good and sufficient Discharge and sufficient Discharges to such Purchaser or Purchasers, and to his or their Heirs, Executors, Administrators, and Assigns, for so much or such Part or Parts of the said Purchase Money or Monies for which such Certificate or Certificates and Receipt or Receipts shall be so given as aforesaid; and after the filing of such Certificate or Certificates and Receipt or Receipts as aforesaid such Purchaser or Purchasers, and his and their Heirs, Executors, Administrators, and Assigns, shall be and he and they is and are hereby absolutely acquitted and discharged of and from the same Purchase Monies and every Part thereof, and he or they or any of them shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same or any Part thereof, or be liable to inquire whether the same shall have been paid in to the right Account.

IX. And be it enacted, That all and every the Sum and Sums of Money which shall be paid into the Bank of *England*, "*Ex parte* the Purchasers of the Estates of *Thomas Blayds Molyneux*, a Bankrupt, and the Persons entitled under the Marriage Settlement of *Anthony Molyneux* deceased," shall be from Time laid out, under the Direction of the said Court, in the Purchase of Three *per Cent.* Consolidated Bank Annuities, and the Dividends of the said Bank Annuities shall be applied, under the like Direction, in Payment to the said *Frances Molyneux* and her Assigns of the yearly Sum of Eight hundred Pounds, by equal half-yearly Payments on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year during her Life, and in Payment to her Executors, Administrators, or Assigns of a proportionate Part of the said yearly Sum of Eight hundred Pounds for or in respect of so many Days as shall have elapsed from the last half-yearly Day of Payment next preceding the Decease of the said *Frances Molyneux* up to and until the Day of her Death; and from and immediately after the Decease of the said *Frances Molyneux* the clear Sum of Sixteen thousand Pounds, and also any Interest which may have accrued due in respect thereof or of any Part thereof, shall, under the like Direction of the said Court, be raised by the Sale of a competent Part of the said Bank Annuities, and be paid and applied to the Persons and in the Manner directed by the said recited Indenture of Settlement of the Eighth Day of *May* One thousand eight hundred and twelve, and the Appointment made by the Will of the said *Anthony Molyneux* in pursuance thereof, with respect to the Sum of Sixteen thousand Pounds by the said Indenture of Settlement directed to be levied and raised as aforesaid; and the Surplus of the said Dividends, after deducting any Costs, Charges, and Expences which the said Court may direct to be paid thereout, and also the Residue of the said Bank Annuities, after deducting any Costs, Charges, and Expences which the said Court may direct to be paid thereout, shall be considered as Part of

The 30,000*l.* paid into the Bank to be invested, under the Direction of the Court, in Consolidated Bank Annuities, for securing the Jointure to Mrs. Molyneux during her Life, and the 16,000*l.* to her younger Children for Portions at her Decease.

The Surplus to be Part of the Bankrupt's Estate.

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the Estate and Effects of the said *Thomas Blayds Molyneux*, and shall be paid, applied, and disposed of accordingly.

Annuity payable under Act to be in lieu of Jointure under Settlement.

X. And be it enacted, That the said yearly Sum of Eight hundred Pounds herein-before directed to be paid to the said *Frances Molyneux* out of the Dividends of the Bank Annuities upon which the said Sum of Thirty thousand Pounds may be invested, or any Payments which may be made to her out of the said Dividends on account of the said Jointure, shall be accepted and taken by the said *Frances Molyneux* in lieu and satisfaction of the said Jointure or yearly Rent-charge of Eight hundred Pounds secured to her by the said recited Indenture of Settlement, or, as the Case may be, in lieu and satisfaction of so much of the said Jointure as she shall have so received out of the Dividends of the said Bank Annuities.

The 20,000*l.* paid into the Bank to be applied in Payment of Legacies of 3,750*l.* and 6,000*l.* and 6,000*l.* and Interest, and the Surplus to be Part of the Bankrupt's Estate.

XI. And be it enacted, That all and every the Sum and Sums of Money which shall be paid into the Bank of *England* " *Ex parte* the Purchasers of the Estates of *Thomas Blayds Molyneux*, a Bankrupt, and the Legatees entitled under the Will of *Anthony Molyneux* deceased," shall be applied, under the Direction of the said Court, in Payment to the said *Henry Blayds Molyneux*, his Executors, Administrators, or Assigns, of the Sum of Three thousand seven hundred and fifty Pounds, the Residue or unpaid Portion of the Legacy of Six thousand Pounds given to him by the Will of the said *Anthony Molyneux* deceased, and of all Arrears of Interest due on such Residue; and after Payment thereof the Residue of the said Monies so paid into the Bank *ex parte* the said Purchasers and Legatees shall be from Time to Time laid out, under the like Direction, in the Purchase of Three *per Cent.* Consolidated Bank Annuities; and when and so soon as the said *Ellen Molyneux* shall attain the Age of Twenty-one Years the clear Sum of Six thousand Pounds, and also any Interest which may have accrued due in respect thereof or of any Part thereof, shall, under the like Direction of the said Court, be raised by the Sale of a competent Part of the said Bank Annuities, and be paid unto the said *Ellen Molyneux*, her Executors, Administrators, or Assigns, in satisfaction of the said Legacy of Six thousand Pounds given to her by the Will of the said *Anthony Molyneux* deceased; and in like Manner, when and so soon as the said *Charles Blayds Molyneux* shall attain the Age of Twenty-one Years, the clear Sum of Six thousand Pounds, and also any Interest which may have accrued due in respect thereof or of any Part thereof, shall, under the like Direction of the said Court, be raised by the Sale of a competent Part of the said Bank Annuities, and be paid unto the said *Charles Blayds Molyneux*, his Executors, Administrators, or Assigns, in satisfaction of the said Legacy of Six thousand Pounds given to him by the Will of the said *Anthony Molyneux* deceased; and in case the said *Ellen Molyneux* and *Charles Blayds Molyneux*, or either of them, shall die under the Age of Twenty-one Years, the said Sums of Six thousand Pounds and Six thousand Pounds, and Interest thereon respectively, or such of the said Sums and Interest as shall have been intended for the Party so dying, shall upon his or her Decease be raised in the Manner herein-before mentioned, and be paid and applied, by the like Direction,

tion, unto such Persons and in such Manner as is by the Will of the said *Anthony Molyneux* deceased directed with respect to the Legacies thereby given to his younger Children in the event of either of them the said *Ellen Molyneux* and *Charles Blayds Molyneux* dying under the Age of Twenty-one Years; and in the meantime and until the said Sums of Six thousand Pounds and Six thousand Pounds shall be so raised, paid, and applied, the same shall be subject to the same Trusts, and the Interest payable in respect thereof shall be applicable, and, under the Direction of the said Court, shall be paid to the Guardian of the Person or Persons for the Time being entitled thereto, to be applied by such Guardian for the Maintenance and Education of such Person or Persons in the same Manner in all respects as are and is in and by the Will of the said *Anthony Molyneux* deceased expressed, declared, and contained concerning the Legacies or Sums of Six thousand Pounds each thereby given to the said *Ellen Molyneux* and *Charles Blayds Molyneux*, or such of them as shall be subsisting and capable of taking effect; and the Surplus of the Dividends of the said Bank Annuities, after deducting the Interest payable in respect of the said Sums of Three thousand seven hundred and fifty Pounds and Six thousand Pounds and Six thousand Pounds, or of such of them or of such Parts thereof respectively as shall for the Time being remain unpaid, and also any Costs, Charges, and Expences which the said Court may direct to be paid out of such Dividends, and also the Residue of the said Bank Annuities after raising and paying the said Sums of Three thousand seven hundred and fifty Pounds and Six thousand Pounds and Six thousand Pounds, and any Costs, Charges, and Expences which the said Court may direct to be paid out of the said Bank Annuities, shall be considered as Part of the Estate and Effects of the said *Thomas Blayds Molyneux*, and shall be paid, applied, and disposed of accordingly: Provided always, that if at the Time hereinbefore directed for raising and paying the said Sums of Six thousand Pounds and Six thousand Pounds, or either of them, any Monies so paid into the Bank *ex parte* the said Purchasers and Legatees shall not have been invested in the Manner hereinbefore directed, such Monies shall, without any previous Investment thereof, be applied, so far as the same will extend, in Payment of the Sum or Sums of Money which shall have so become payable in respect of the said Legacies or either of them.

If Ellen Molyneux and C. B. Molyneux should attain 21 before Investment, then no Investment to be made.

XII. And be it enacted, That a Certificate under the Hand of the said Accountant General, and filed in the Register Office of the said Court, of the Payment into the Bank of *England*, in the Name and with the Privity of the said Accountant General, to his Account there, "*Ex parte* the Purchasers of the Estates of *Thomas Blayds Molyneux*, a Bankrupt, and the Persons entitled under the Marriage Settlement of *Anthony Molyneux* deceased," of the Sum of Thirty thousand Pounds, and of the Payment into the Bank, in the Name and with the Privity of the said Accountant General, to his Account there, "*Ex parte* the Purchasers of the Estates of *Thomas Blayds Molyneux*, a Bankrupt, and the Legatees entitled under the Will of *Anthony Molyneux* deceased," of the Sum of Twenty thousand Pounds, or an Office Copy or Office Copies of such Certificate, shall

Certificate of the Accountant General that 30,000*l.* and 20,000*l.* have been paid into the Bank to be Evidence of the Payment thereof to all Purchasers from the Assignees.

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be sufficient Evidence to all and every Purchaser and Purchasers of any Part of the said Freehold or Copyhold Hereditaments and Premises that the said Sums of Thirty thousand Pounds and Twenty thousand Pounds have been actually paid into the Bank in the Manner directed by this Act.

Power for the Creditors Assignees to set out, plan, and allot the Land for building upon.

XIII. And for facilitating the Purposes of this Act, be it enacted, That it shall be lawful for the Assignees for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux*, and they are hereby authorized and empowered, from Time to Time to set out and appropriate any Part or Parts of the Lands and Hereditaments comprised in the Schedule to this Act annexed, and hereby authorized to be sold, (but as to the Lands and Hereditaments comprised in the First Part of the same Schedule not without the Consent of the said *Frances Molyneux* during the Subsistence of her Life or other determinable Interest therein,) as and for public Streets or Thoroughfares, and also public or private Ways, Avenues, Roads, Paths, or Passages for the more convenient Enjoyment thereof and of the Buildings to be erected thereon, and to divide and set out such other Parts of the said Hereditaments and Premises as they may think expedient as or for the Sites of Messuages or Dwelling Houses and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and generally to plan, set out, and appropriate the said Lands and Hereditaments in such Way and Manner as the said Assignees shall in their Judgment and Discretion think most beneficial for the Purposes of this Act, and, if they shall think it expedient so to do, but not otherwise, to fence or inclose all or any of the several Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground front to or adjoin any of the said intended Streets or Roads, but not otherwise, and to take down and remove such of the Houses, Buildings, and Erections now standing and being on the said Lands and Hereditaments as it shall be necessary or deemed expedient to take down and remove for facilitating the making and laying out of such public Streets or Thoroughfares, or public or private Ways, Avenues, Roads, Paths, and Passages, but not otherwise, and to sell and dispose of the Materials thereof, or otherwise use the same as shall be thought most useful for those Purposes, and to level all or any Part of the said Land or Ground, in order to the more beneficial Disposal thereof, and to sell and dispose of all such Brick Earth, Clay, Loam, Sand, Gravel, and Stone as it shall be found convenient to remove for effecting any of the Purposes aforesaid.

If Mrs. Molyneux willing to concur in Sale of Premises in which she has a Life Interest, Assignees may enter into any Agreement with her for that Purpose,

XIV. And be it enacted, That if, for the Purpose of enabling the said Assignees to sell the Inheritance in possession of the whole or any Part or Parts of the Freehold and Copyhold Hereditaments and Premises comprised in the First Part of the Schedule to this Act, the said *Frances Molyneux* shall be willing to concur in such Sale or Sales, and to convey her Life or other determinable Interest in the same Premises to the Purchaser or Purchasers thereof, then it shall be lawful for the said Assignees to enter into such Agreement or Agreements with the said *Frances Molyneux* as they shall think expedient for the Purpose of procuring her Concurrence in such Sale

Sale or Sales, and for securing to her the Payment of such Sum or Sums of Money as they shall think proper out of the Purchase Monies herein-before directed to be paid to the Official Assignee for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux*: Provided always, that the joining or concurring of the said *Frances Molyneux* in any Sale which may be made by the said Assignees of any Part of the Freehold and Copyhold Hereditaments and Premises comprised in the First Part of the Schedule to this Act shall not be or be deemed to be a Forfeiture of her Life or other Interest in the remaining and unsold Portions of the same Hereditaments and Premises.

XV. And be it enacted, That all the Costs, Charges, and Expences preparatory to and attending the soliciting, applying for, and obtaining and passing this Act, or which may be incidental or relating thereto, and all the Costs, Charges, and Expences attending the Sales hereby directed and authorized, and the Execution of the Powers and Authorities hereby vested in the said Assignees for the Time being, and the Costs of the Investment of the Monies paid into the Bank, and the Costs of obtaining the Orders of such Investment, and the Orders for the Payment of the Dividends of the Bank Annuities upon which such Monies shall be respectively invested, and for the Payment out of Court of the Principal of such Monies, or of the Bank Annuities wherein the same respectively shall be invested, and all other Proceedings relating thereto (except such as are occasioned by Litigation between adverse Claimants), and all the Costs, Charges, and Expences of the said several Trustees and other Persons claiming or interested under the said recited Settlement and Wills, or any of them, or under this Act, in anywise relating to any of the Matters and Things aforesaid, shall be paid and discharged by the Official Assignee for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux* out of any Monies in his Hands forming Part of the said Estate, if the same shall be sufficient for that Purpose, and if not, then out of the first Monies which shall come to his Hands on account of the said Estate, whether by virtue of this Act or otherwise howsoever.

Direction as to Payment of Costs.

XVI. And be it enacted, That it shall be lawful for the High Court of Chancery and the said Court is hereby authorized and empowered from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all or any of the Costs, Charges, and Expences herein-before directed to be paid out of the Estate and Effects of the said *Thomas Blayds Molyneux*, and for taxing the Costs of the Applications to the said Court in pursuance thereof.

The Court of Chancery may make Orders for Taxation of Costs.

XVII. And be it enacted, That in all Cases in which the Direction, Sanction, or Approbation of the Court of Chancery shall be necessary under the Provisions of this Act, such Direction, Approbation, or Sanction shall be made or given respectively by Order of the said Court made in a summary Way upon a Motion or Petition to be made or preferred in a summary Way by or on behalf of any Party interested, and it shall also be lawful for the Court of Chan-

Chancery to make Orders in a summary Way as to Matters directed by this Act.

[Private.]

every in like Manner to make such Order or Orders touching the Premises as the said Court shall think fit.

Until Sale,
Rents to be
received by
the Parties
entitled.

XVIII. And be it enacted, That in the meantime and until such Sale or Sales as aforesaid shall be made of the said Freehold and Copyhold Messuages or Tenements, Lands, Hereditaments, and Premises, and until the said Sums of Thirty thousand Pounds and Twenty thousand Pounds respectively shall have been paid into the Bank as herein-before directed, the Rents and Profits of the same Messuages or Tenements, Lands, Hereditaments, and Premises, or of so much and such Part thereof as shall for the Time being and from Time to Time remain unsold, or the Purchase Money for which shall not have been paid in manner aforesaid, shall be received and taken or enjoyed by such Person or Persons as would have been entitled to have had, received, and enjoyed the same in case this Act had not been passed; and when and so soon as the said Sums of Thirty thousand Pounds and Twenty thousand Pounds respectively shall have been paid into the Bank as aforesaid, then the Rents and Profits of so much of the said Messuages or Tenements, Lands, Hereditaments, and Premises, as shall then remain unsold, (but subject and without Prejudice to the Life or other determinable Estate or Interest of the said *Frances Molyneux* as aforesaid, and also subject to any Mortgage of the same Messuages or Tenements, Lands, Hereditaments, and Premises which may then remain unsatisfied,) shall be received and taken by the Official Assignee for the Time being of the Estate and Effects of the said *Thomas Blayds Molyneux*.

General
Saving.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Frances Molyneux*, *William Edward Royds*, and *Mary Ann* his Wife, and other the Persons claiming or entitled under the said recited Indenture, of the First Day of *March* One thousand eight hundred and forty-one, *John Blayds Molyneux*, *Henry Blayds Molyneux*, *Ellen Molyneux*, and *Charles Blayds Molyneux*, and their respective Executors, Administrators, and Assigns, the said *John Blayds* and *Edmund Molyneux*, their respective Executors, Administrators, and Assigns, the said *Edmund Molyneux* and *Thomas Littledale*, their respective Heirs and Assigns, and the said *Frances Molyneux*, *Thomas Chrichlow Molyneux*, and *Thomas Moore*, their respective Heirs, Executors, Administrators, and Assigns, and the said *Edmund Molyneux*, *Albert Hudson Royds*, and *Thomas Littledale* the younger, their respective Executors, Administrators, and Assigns, and the said *Thomas Blayds Molyneux*, his Heirs and Assigns, and all and every other Person and Persons whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, Term, Interest, Jointure, Portion, Legacy, Charge, or Incumbrance whatsoever, of, in, to, upon, out of, or concerning the Freehold and Copyhold Estates hereby authorized to be sold as aforesaid, or any of them, or any Part or Parts thereof respectively, under or by virtue of the said

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herein-

herein-before in part recited Indenture of Settlement of the Eighth Day of *May* One thousand eight hundred and twelve, the said recited Will and Codicil of the said *Thomas Molyneux* deceased, and the said recited Will of the said *Anthony Molyneux* deceased, or any of the Uses, Trusts, Limitations, Powers, or Appointments therein respectively contained, or otherwise howsoever on account thereof,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Freehold and Copyhold Messuages or Tenements, Lands, Hereditaments, and Premises, hereby authorized to be sold as aforesaid, as they and every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed or been entitled to if this Act had not been passed.

XX. And be it 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
the Queens
Printers, to
be Evidence.

SCHEDULE referred to by the foregoing Act.

FIRST PART.

Comprising such Parts of the Freehold and Copyhold Hereditaments comprised in the Marriage Settlement of Anthony Molyneux, deceased, as are by his Will devised in trust for his Widow, Frances Molyneux, for Life, and which contain the Quantities herein-after mentioned, or thereabouts.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
Walton on the Hill, Freehold.	Newsham House, Outbuildings, Lawn, Gardens, Plantations, Pleasure Grounds, Road, Pasture, and the Field called Clover Hey.	15	0	10	Mrs. Frances Molyneux, Tenant for Life.
West Derby, Copyhold -	Gardener's Cottage and Garden, and small Plantation.	0	2	22	Ditto.
Ditto - - -	Sandy Croft and Plantation.	0	3	32	Ditto.

SECOND PART.

Comprising the Remainder of the Freehold and Copyhold Hereditaments comprised in the Marriage Settlement of Anthony Molyneux, deceased, and which contain the Quantities herein-after mentioned, or thereabouts.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
Walton on the Hill, Freehold.	Newsham House Farm, consisting of House, Outbuildings, Fold, Garden, and Part of the Orchard divided by the Boundary Line of West Derby and Walton Townships.	1	2	3	John Orrett, yearly Tenant.
Ditto - - -	Orchard Hey - - -	8	1	2	Ditto.
Ditto - - -	Barn Hey and Plantation.	3	3	37	Ditto.
Ditto - - -	Small Piece of Land, formerly Part of the Waste Land, now used as a Plantation, and containing 998 Square Yards, exclusive of Ponds therein.	-	-	-	Ditto.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
Walton on the Hill, Freehold.	Cross Hey and Potatoe Store.	6	2	35	John Orrett, yearly Tenant.
Walton on the Hill, Freehold.	Pinquet and Plantation	4	1	31	Ditto.
West Derby, Freehold -	Priest Field Meadow (erroneously surrendered in August 1812 as Copyhold, the same having been enfranchised by the Lady of the Manor of West Derby in the Year 1753).	9	3	39	Ditto.
Ditto - -	Black Field and Occupation Road leading to Farmhouse.	6	2	29	Ditto.
Ditto - -	Old Meadow - -	8	3	33	Ditto.
Ditto - -	A Piece of Waste Land fronting Black Field and Old Meadow and Land thereto containing 2,152 Square Yards.	-	-	-	Ditto.
Ditto - -	Long Wash Pit Hey -	3	2	14	Ditto.
Ditto - -	Cow Hey - -	5	0	34	Ditto.
Ditto - -	Further Wash Pit Hey	4	2	28	Ditto.
Ditto - -	Each Side of Orchard divided by the Boundary Line between Walton and West Derby.	0	0	26	Ditto.
West Derby, Copyhold -	Middle Schofield -	1	1	21	Ditto.
Ditto - -	Lower Schofield -	2	2	38	Ditto.
Ditto - -	Big Hoore Hey or Horse Hey.	4	3	39	Ditto.
Ditto - -	Little Hoore Hey or Horse Hey.	4	0	25	Ditto.
Ditto - -	Big Gorse Croft -	3	1	17	Ditto.
Ditto - -	Little Gorse Croft -	2	2	22	Ditto.
Ditto - -	Higher Green Lane Field.	3	0	36	Ditto.
Ditto - -	Lower Green Lane Field and Pond.	3	2	8	Ditto.
Ditto - -	Long Meadow -	4	0	11	Ditto.
West Derby, Freehold -	Small Piece of Land, formerly Part of the Waste Lands, now used as a Plantation and Footpath, containing 271 Square Yards.	-	-	-	Ditto.
Ditto - -	Fazakerley Croft -	2	0	31	William Wright, yearly Tenant.
West Derby, Copyhold -	High Schofield, including Occupation Road.	4	2	7	Mary Guest, yearly Tenant.
West Derby, Freehold -	Green Lane House, Yard, Garden, and Orchard.	0	3	0	Mr. Thomas Harrison, yearly Tenant.
Ditto - -	Green Lane House Farm, consisting of Farmhouse, Buildings, Fold, Garden, and Orchard.	0	2	14	Matthew Rawlinson, yearly Tenant.

[Private.]

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
West Derby, Freehold -	Barn Field - -	2	3	10	Matthew Rawlinson, yearly Tenant.
Ditto - - -	Pasture Hey - - -	2	0	21	Ditto.
Ditto - - -	Second Pasture Hey -	3	1	14	Ditto.
Ditto - - -	Old Meadow - - -	3	0	24	Ditto.
West Derby, Copyhold -	Big Rushy Hey - - -	4	2	5	Ditto.
Ditto - - -	Near Rushy Hey - - -	3	1	19	Ditto.
Ditto - - -	Farther Rushy Hey -	2	3	22	Ditto.
Ditto - - -	Lilley Hey - - -	6	1	12	Ditto.
Ditto - - -	Little Meadow and Occupation Road.	3	1	19	Ditto.
Ditto - - -	Big Meadow - - -	4	2	21	Ditto.
Ditto - - -	Lownders Brook Field -	4	0	32	Ditto.
Ditto - - -	Lownders Meadow - -	1	0	19	Ditto.
West Derby, Freehold -	Small Piece of Land, formerly Part of the Waste Land, now Plantation.	0	0	33	Ditto.

THIRD PART.

Comprising the whole of the Freehold and Copyhold Estates devised by the Will of Anthony Molyneux, deceased, which are not comprised in his Marriage Settlement, and which contain the Quantities herein-after mentioned, or thereabouts.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
West Derby, Copyhold -	Pasture and Garden (West of Green Lane).	2	3	38	Matthew Rawlinson, yearly Tenant.
Ditto - - -	Stanistree's Nearer Hey	2	3	36	Ditto.
Ditto - - -	Stanistree's Further Hey	2	1	29	Ditto.
West Derby, Copyhold -	Cottage and Garden -	0	2	2	Billy Twist, yearly Te- nant.
Ditto - - -	Occupation Road - -	0	0	27	Ditto.
Ditto - - -	Cottage and Garden (East of Green Lane).	0	1	7	Thomas Dawber.
Ditto - - -	Yates Lower Meadow -	2	3	6	John Gibbon.
Ditto - - -	Yates Higher Meadow -	2	3	13	Ditto.
Ditto - - -	Travis Pasture - - -	4	0	13	Ditto.
West Derby, Freehold -	Field before the House -	6	1	30	Ditto.
Ditto - - -	A Piece of Land, for- merly Part of the Waste Land, contain- ing 726 Square Yards.	-	-	-	Ditto.
West Derby, Copyhold -	House called Tue Brook Lodge, Outbuildings, Garden, Pleasure Ground, Yard, and Cottage.	2	1	8	Mr. C. Cusack, yearly Tenant.
West Derby, Freehold -	Two small Pieces of Land to the Front of Tue Brook Lodge, formerly Part of the Waste Lands, containing to- gether $211\frac{3}{4}$ Square Yards.	-	-	-	Ditto.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
West Derby, Copyhold	Green Lane Hey	2	1	18	Mr. C. Cusack, yearly Tenant.
Ditto	Further Green Lane Hey [These are now laid together].	2	3	24	Ditto.
Ditto	Nearer Lownders Meadow.	1	3	39	Ralph Baines, yearly Tenant.
Ditto	Outlet	1	0	6	Ditto.
Ditto	Marl Hey	3	2	34	Messrs. Daly, Keogh, and Co., yearly Tenants.
Ditto	Little Green Lane Hey and Plantation.	2	0	9	Ditto.
Ditto	Poverty Hey	3	3	18	Ditto.
Ditto	Nearer Almonds	3	1	1	Ditto.
Ditto	Pond and Plantation	0	1	16	Ditto.
Ditto	Further Almonds	2	2	27	Ditto.
Ditto	Lyon's Hey	2	1	3	Ditto.
Ditto	Further Lyon's Hey	2	0	25	Ditto.
	The Estate in Town Row near the Village of West Derby, called Wall Hill, consisting of:—				
Ditto	Farmhouse, Outbuildings, Garden, Fold, and Occupation Road.	1	3	28	Thomas Orrett, yearly Tenant.
Ditto	Field called Barn Hey	1	1	33	Ditto.
Ditto	Ashton Hey	6	1	5	Ditto.
Ditto	Back Pasture	3	3	19	Ditto.
West Derby, Freehold	Land fronting Garden, Ashton Hey, and Back Pasture, formerly Waste Land.	0	0	26	Ditto.
West Derby, Copyhold	Field called Back Lane Field.	5	0	0	Ditto.
Ditto	Slack	3	2	36	Ditto.
Ditto	Broad Stones	6	1	12	Ditto.
Ditto	Field fronting Town Row in West Derby.	4	1	33	Ditto.
Ditto	Cottage and Garden below Deep Lane.	0	0	29	Jane Molyneux, yearly Tenant.
West Derby, Freehold	Land in front of the above Cottage, formerly Waste Land.	0	0	1	Ditto.
West Derby, Copyhold	Field called Half Acre	0	3	26	Thomas Orrett, yearly Tenant.
Ditto	Brook Meadow	3	0	15	Ditto.
Ditto	Lady Well Meadow.	3	0	37	Ditto.
West Derby, Freehold	Four Acre	7	1	22	Ditto.
West Derby, Copyhold	Land occupied as a Garden, on Part whereof formerly stood a Smithy.	0	0	39	Thomas Lawton, yearly Tenant.
West Derby, Freehold	Land to the Front of Dey's Lane, occupied as a Garden, on Part whereof stood a Smithy, formerly Waste Land.	0	0	4	Thomas Lawton, yearly Tenant.
Ditto	House, Outbuildings, Garden, Yard.	1	0	15	Edmund Molyneux, Esquire, yearly Tenant.

Township and Tenure.	Description of Lands, &c.	Statute Measure.			Tenant or Occupier.
		Acres.	Roods.	Perches.	
West Derby, Freehold	Lawn, Part of which was formerly Waste Land.	1	3	18	Edmund Molyneux, Esquire, yearly Tenant.
Ditto	Two Acres	3	2	11	Ditto.
Ditto	Corner Field, Part of which was formerly Waste Land.	4	0	4	Ditto.
Ditto	Lower Sheep Field	4	2	28	Mary Guest, yearly Tenant.
Ditto	Upper Sheep Field, formerly Part of Waste Land.	5	0	13	Ditto.

The Six last-mentioned Properties are in Mortgage to Edmund Molyneux, Albert Hudson Royds, and Thomas Littledale the younger, to secure 4,000*l.* and Interest.

West Derby, Freehold	House, Outbuildings, Fold, Garden, and Two Crofts.	3	0	39	Thomas Hulley, yearly Tenant.
Ditto	Croft fronting the Road	0	2	13	Ditto.
West Derby, Copyhold	Nearer Old Meadow	2	0	18 $\frac{1}{4}$	Ditto.
Ditto	Further Old Meadow	3	1	17 $\frac{1}{4}$	Ditto.
West Derby, Freehold	Cottage, Garden, and Outlet.	0	0	37	Mary Woodward, yearly Tenant.
West Derby, Freehold	Nearer Two Acres	2	1	19	Thomas Fletcher, yearly Tenant.
Ditto	Further Two Acres	3	0	22	Ditto.
Ditto	Marled Hey (formerly Two Fields, but now in One Field).	6	1	26	Ditto.
West Derby, Copyhold	Baxter's Crofts (formerly Two Fields, but now in One Field).	6	0	12 $\frac{1}{2}$	Ditto.

The above are in Mortgage to John Blayds and Thomas Blayds, to secure 3,500*l.* and Interest.

West Derby, Freehold	Two Pews in West Derby Chapel.	—	—	—	—
Ditto	One Pew in Walton Church.	—	—	—	—
Aughton Freehold	House, Outbuildings, Fold, and Garden.	0	3	10	William Hodge, yearly Tenant.
Ditto	Field Back of House	1	3	2	Ditto.
Ditto	Part of Middle Field	3	0	16	Ditto.
Ditto	Further Field	1	3	36	Ditto.
Ditto	Part of Middle Fields, formerly One Close, but now Two Closes, and containing together	3	2	11	Ditto.
Ditto	Cross Fields	7	1	15	— Ashcroft, yearly Tenant.

Peter Wright.
Wm. S. Sherwood.
John Young.