



ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. 19.

An Act for confirming and carrying into effect a Partition and Division of the Real and Personal Estate of *William Molyneux* Esquire, deceased, and for other Purposes therein mentioned.

[27th June 1834.]

WHEREAS *William Molyneux* of *Liverpool* in the County of *Lancaster*, Esquire, on or about the Twenty-eighth Day of *June* in the Year One thousand eight hundred and seventeen, duly made and published his last Will and Testament in Writing, whereby, after directing all his just Debts, funeral and testamentary Expences, and the Charges of the Probate of his said Will, to be paid and discharged, he gave and devised unto his Wife *Mary Molyneux* and her Assigns all that his Messuage or Dwelling House, Coach-house, Stable, and Garden, and the Appurtenances, situate in *Saint Anne Street* in *Liverpool* aforesaid, wherein he then resided, for and during the Term of her natural Life; and he also gave and bequeathed unto his said dearly beloved Wife, her Executors, Administrators, and Assigns, for her and their own Use, all and singular his Household Goods and Furniture, Plate, Linen, China, Wines, Liquors, Horses, Carriages, and other Chattels which should be found in, upon, or about his said Messuage, Coach-house, Stable, and Garden at the Time of his Death; and he also gave, devised, and bequeathed all his Messuages or Dwelling Houses, Lands, Tenements,

Will of *William Molyneux*, Esq.

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Hereditaments,

Hereditaments, Real and Personal Estate and Effects whatsoever and wheresoever, that he should die seised, possessed of, or otherwise entitled to, or which any Person or Persons should be seised or possessed of in Trust to or for him or for his Use, (subject to the Life Estate of his Wife in his said Messuage, Coach-house, Stable, Garden, and Premises in *Saint Anne Street* aforesaid,) unto his Two Sons *James Molyneux* and *Edmund Molyneux*, and his Friend *Thomas Leathom* of *Liverpool* aforesaid, Merchant, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the said several Estates respectively, to have and to hold the same several Estates and Property unto and to the Use of them the said *James Molyneux*, *Edmund Molyneux*, and *Thomas Leathom*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same several Estates respectively, but upon the Trusts and to and for the several Intents and Purposes therein-after declared; that is to say, upon Trust, by and out of the Rents, Issues, and Profits, Interest and Dividends thereof, to pay unto his said dearly beloved Wife *Mary Molyneux* and her Assigns One Annuity or annual Sum of Five hundred Pounds during the Term of her natural Life; and upon further Trust that they his said Trustees should, out of the said Trust Premises, at the End of Twelve Months next after his Death, pay unto his said Son *James Molyneux* the Sum of Three thousand Pounds, with Interest thereon from the Day of his Death up to the Day of Payment thereof, which, with One thousand Pounds by him the said Testator already given to him, would make up to him Four thousand Pounds; and upon further Trust that they his said Trustees should also, out of the said Trust Premises, at the End of Twelve Months next after his Death, pay unto each of his other Children that should then have attained Twenty-one Years of Age the Sum of Four thousand Pounds, with Interest thereon respectively from the Day of his Death up to the Day of Payment of the said respective Legacies; and upon further Trust that his said Trustees should pay, for the Support and Maintenance of each of his said Children who should not at the End of Twelve Months next after his Death have attained Twenty-one Years of Age, the Interest of Four thousand Pounds from the Time of his Death until such respective Children should have attained Twenty-one Years of Age; and upon further Trust that they his said Trustees should pay unto each of his Children that should not have attained Twenty-one Years of Age at the End of Twelve Months after his Death the Sum of Four thousand Pounds when and as they severally and respectively attained the said Age of Twenty-one Years; and upon Trust to place out the Rents, Issues, and Profits, Interest and Dividends of the Remainder thereof, yearly and every Year as the same should arise, until the same should become divisible as after mentioned, either in the Public Stocks or Funds of *Great Britain*, or upon Government or Real Security, or upon Interest with the Trustees of the *Liverpool Docks*, or with the Corporation of *Liverpool*, as they his said Trustees should think proper, in order to accumulate, and upon further Trust to apply the Interest upon such Accumulations in like Manner in order to accumulate; and then upon Trust that they his said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should, on the Attainment of his youngest Child to
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Twenty-one Years of Age, either by public Auction or private Contract, and in such Lot or Lots, Parcel or Parcels, as they should think proper, sell and absolutely dispose of such Part and Parts of the same Trust Premises as were in their Nature saleable, and collect and get in the other Parts thereof, in order to come to an equal Division of the Remainder of his Estate, Effects, and Property, and the Accumulations, to, for, amongst, and for the Use of his Children, in manner therein-after mentioned, and by, with, and out of the Money to arise by such Sale and Sales, and to be collected and got in as aforesaid, should in the first place (in case his said Wife should then be living) place out a sufficient Sum of Money, Part thereof, at Interest on such Securities as the Remainder of the Rents, Issues, Profits, Interest, and Dividends was therein-before directed to be placed out, in order to secure the due and punctual Payment of the said Annuity of Five hundred Pounds to his said Wife in manner therein-before directed; and in the next place should thereout pay the Costs, Charges, and Expences of such Sale and Sales, and of making good Titles to the Purchaser and Purchasers thereof respectively, and then should, after answering the Purposes aforesaid, distribute and divide the Remainder thereof into as many equal Shares as he the said Testator should have Sons and Daughters living at the Time of his Death, and then upon Trust to pay and apply One such equal Share thereof respectively to each of his Children as should be a Son, and to their respective Executors, Administrators, and Assigns, for his and their own Use absolutely; and upon Trust that they his said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should put and place One other equal Share thereof out at Interest on such Securities as the Remainder of the Rents, Issues, Profits, Interest, and Dividends was therein-before directed to be placed out, and then should stand possessed of the said last-mentioned equal Share thereof, and the Stocks, Funds, and Securities whereon the same should or might be invested or placed, in Trust to permit and suffer, and sufficiently authorize and empower, his Daughter *Elizabeth Molyneux* alone during the Term of her natural Life to have, receive, and take the Interest and Dividends thereof and of every Part thereof for her own sole and separate Use as the same Interest and Dividends should arise and be received; and he did thereby declare his Will and Mind to be that the same Interest and Dividends should not be paid to his said Daughter *Elizabeth* in anticipation, but he did direct the same to be paid into her own Hands during that Period, as the same should arise as aforesaid, free from the Power, Controul, Debts, or Engagements of any Husband or Husbands with whom she should or might happen to intermarry; but nevertheless upon this further Trust, to pay and apply such last-mentioned Share thereof, or of any Part thereof, unto and amongst all and every or any One or more of the lawful Children or Child of his said Daughter *Elizabeth* in such Parts, Shares, and Proportions, Manner and Form, as she his said Daughter *Elizabeth* should, notwithstanding her Coverture, or whether Covert or Sole, by any Deed or Deeds in Writing to be by her executed in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto,

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to be by her signed, sealed, and published in the Presence of Two or more such Witnesses, limit, direct, or appoint, give or bequeath the same or any Part thereof; or in default thereof, or in case any such should be made which should only partially and for a Time only dispose thereof or of any Part thereof, or which should only dispose of a Part thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof, if an Appointment or Appointments, to which such Appointment or Appointments should not extend, in Trust for the Children and Child of his said Daughter *Elizabeth*, if more than One, in equal Shares and Proportions, but if only One, then to such only Child, his or her Executors, Administrators, and Assigns; and in default of such Issue, or, there being such, all and every such Issue should depart this Life in the Lifetime of the said *Elizabeth*, then upon Trust for such Person and Persons, in such Parts, Shares, and Proportions, Manner and Form, as she the said *Elizabeth*, notwithstanding any her Coverture, or whether Covert or Sole, should by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more credible Witnesses, give or bequeath the same or any Part thereof; and in default thereof, and in case any such should be made which should not give or bequeath the Whole thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof to which such Appointment if incomplete should not extend, in Trust for the next of Kin of his said Daughter *Elizabeth* in an equal Course of Distribution; and upon Trust that they his said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should put and place one other equal Share thereof out at Interest on such Securities as the Remainder of the Rents, Issues, and Profits, Interest and Dividends, was therein-before directed to be placed out, and then should stand possessed of the said last-mentioned Share thereof, and the Stocks, Funds, and Securities whereon the same should or might be invested or placed, in Trust to permit and suffer and sufficiently authorize and empower his Daughter *Anne Molyneux* alone during the Term of her natural Life to have, receive, and take the Interest and Dividends thereof and of every Part thereof for her own sole and separate Use as the same Interest and Dividends should arise and be received; and he did thereby declare his Will and Mind to be that the same Interest and Dividends should not be paid to his said Daughter *Anne* in anticipation, but he did direct the same to be paid into her own Hands during that Period, as the same should arise as aforesaid, free from the Power, Controul, Debts, or Engagements of any Husband or Husbands with whom she should or might happen to intermarry; but nevertheless upon this further Trust, to pay and apply such last-mentioned Share thereof, or of any Part thereof, unto and amongst all and every or any One or more of the lawful Children or Child of his said Daughter *Anne* in such Parts, Shares, and Proportions, Manner and Form, as she his said Daughter should, notwithstanding her Coverture, or whether Covert or Sole, by any her Deed or Deeds in Writing to be by her executed in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or pur-

porting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more such Witnesses, direct, limit, appoint, give, or bequeath the same or any Part thereof; or in default thereof, or in case any such should be made which should only partially and for a Time only dispose thereof or of any Part thereof, or which should only dispose of a Part thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof if any Appointment or Appointments to which such Appointment or Appointments should not extend, in Trust for the Children and Child of his said Daughter *Anne Molyneux*, if more than One, in equal Shares and Proportions, and if only One, then to such only Child, his or her Executors, Administrators, and Assigns; and in default of such Issue, or, there being such, all and every such Issue should depart this Life in the Lifetime of the said *Anne Molyneux*, then upon Trust for such Person and Persons, in such Parts, Shares, and Proportions, Manner and Form, as she the said *Anne Molyneux*, notwithstanding any her Coverture, and whether Covert or Sole, should by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more credible Witnesses, give or bequeath the same or any Part thereof; and in default thereof, or in case any such should be made which should not give or bequeath the Whole thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof to which such Appointment if incomplete should not extend, in Trust for the next of Kin of the said *Anne Molyneux* in an equal Course of Distribution; and upon Trust that they his said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should put and place one other equal Share thereof out at Interest on such Securities as the Remainder of the Rents, Issues, and Profits, Interest and Dividends, was therein-before directed to be placed out, and then should stand possessed of the said last-mentioned Share thereof, and the Stocks, Funds, and Securities whereon the same should or might be invested or placed, in Trust to permit and suffer and sufficiently authorize and empower his Daughter *Mary Molyneux* alone during the Term of her natural Life to have, receive, and take the Interest and Dividends thereof and of every Part thereof for her own sole and separate Use as the same Interest and Dividends should arise and be received; and he did thereby declare his Will and Mind to be that the same Interest and Dividends should not be paid to her his said Daughter *Mary* in anticipation, but he did direct the same to be paid into her own Hands during that Period, as the same should arise as aforesaid, free from the Power, Controul, Debts, or Engagements of any Husband or Husbands she should or might happen to intermarry; but nevertheless upon this further Trust, to pay and apply such last-mentioned Share thereof, or of any Part thereof, unto and amongst all and every or any One or more of the lawful Children or Child of his said Daughter *Mary* in such Parts, Shares, and Proportions, Manner and Form, as she his said Daughter *Mary* should, notwithstanding her Coverture, or whether Covert or Sole, by any her Deed or Deeds in Writing to be by her executed in the Presence of and attested by Two

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or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more such Witnesses, limit, direct, or appoint, give or bequeath the same or any Part thereof; or in default thereof, or in case any such should be made which should only partially and for a Time only dispose thereof or of any Part thereof, or which should only dispose of a Part thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof, if an Appointment or Appointments, to which such Appointment or Appointments should not extend, in Trust for the Children and Child of his said Daughter *Mary Molyneux*, if more than One, in equal Shares and Proportions, and if only One, then to such only Child, his or her Executors, Administrators, and Assigns; and in default of such Issue, or, there being any such, all and every such Issue should depart this Life in the Lifetime of the said *Mary Molyneux*, then upon Trust for such Person and Persons, in such Parts, Shares, and Proportions, Manner and Form, as she the said *Mary Molyneux*, notwithstanding any her Coverture, or whether Covert or Sole, should by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more credible Witnesses, give or bequeath the same or any Part thereof; and in default thereof, or in case any such should be made which should not give or bequeath the Whole thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof to which such Appointment if incomplete should not extend, in Trust for the next of Kin of the said *Mary Molyneux* in an equal Course of Distribution; and upon this further Trust, that they his said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should put and place the remaining One other equal Share thereof out at Interest on such Securities as the Remainder of the Rents, Issues, and Profits, Interest and Dividends, was therein-before directed to be placed out, and then should stand possessed of the said last-mentioned Share thereof, and of the Stocks, Funds, and Securities whereon the same should or might be invested or placed, in Trust to permit and suffer and sufficiently authorize and empower his Daughter *Margaret Molyneux* alone during the Term of her natural Life to have, receive, and take the Interest and Dividends thereof and every Part thereof for her own sole and separate Use as the same Interest and Dividends should arise and be received; and he did thereby declare his Will and Mind to be that the same Interest and Dividends should not be paid to her his said Daughter *Margaret* in anticipation, but he did direct the same to be paid into her own Hands during that Period, as the same should arise as aforesaid, free from the Power, Controul, Debts, or Engagements of any Husband or Husbands she should or might happen to intermarry; but nevertheless upon this further Trust, to pay and apply such last-mentioned Share thereof, or of any Part thereof, unto and amongst all and every or any One or more of the lawful Children or Child of his said Daughter *Margaret* in such Parts, Shares, and Proportions, Manner and Form, as she his said Daughter *Margaret* should, notwithstanding her Coverture, or
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whether Covert or Sole, by any her Deed or Deeds in Writing to be by her executed in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more such Witnesses, limit, direct, or appoint, give or bequeath the same or any Part thereof; or in default thereof, or in case any such should be made which should only partially and for a Time only dispose thereof or of any Part thereof, or which should only dispose of a Part thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof, if an Appointment or Appointments, to which such Appointment or Appointments should not extend, in Trust for the Children and Child of his said Daughter *Margaret Molyneux*, if more than One, in equal Shares and Proportions, and if only One, then to such only Child, his or her Executors, Administrators, or Assigns; and in default of such Issue, or, there being such, all and every such Issue should depart this Life in the Lifetime of his said Daughter *Margaret Molyneux*, then upon Trust for such Person and Persons, in such Parts, Shares, and Proportions, Manner and Form, as she the said *Margaret Molyneux*, notwithstanding any her Coverture, or whether Covert or Sole, should by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of Two or more credible Witnesses, give or bequeath the same or any Part thereof; and in default thereof, or in case any such should be made which should not give or bequeath the Whole thereof, then as to the Whole if no Appointment, and as to such Part and Parts thereof to which such Appointment if incomplete should not extend, in Trust for the next of Kin of the said *Margaret Molyneux* in an equal Course of Distribution; provided always, and notwithstanding any thing therein contained to the contrary, in case his youngest Child should not live to attain Twenty-one Years, then and in such Case a Sale (in case all his other Children should have at that Time attained Twenty-one Years of Age) should take place, in order that his Property should be equally divided amongst his Children in such and the same Manner as was therein-before directed if his said youngest Child had lived to attain that Age; but if all his other Children should not have attained their respective Ages of Twenty-one Years, then and in such Case the same Division should take place when the then youngest Child should attain the Age of Twenty-one Years, or upon his or her Death before that Period, in case all his other Children should at that Time have lived to attain their respective Ages of Twenty-one Years; provided also, and he did thereby declare his Will and Mind to be, that upon the Death of his said dearly-beloved Wife *Mary Molyneux* the Money retained by his said Trustees for securing the said Annuity of Five hundred Pounds should be divided and applied to and for the Use of such Person and Persons, and in such Shares and Proportions, Manner and Form, as the aforesaid respective Shares, on the Division of the said Trust Monies and Premises as aforesaid, were directed to be applicable as therein-before mentioned, so that on his Death the same respective Shares would
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become a vested Interest in the Person or Persons respectively as aforesaid, for the Purpose of being disposed of as therein-before mentioned; provided always, and notwithstanding any thing therein-before contained to the contrary, the said Testator declared his Will and Mind to be, that by the Appointment of the said *James Molyneux*, *Edmund Molyneux*, and *Thomas Leathom*, Executors and Trustees of his Will, he did not mean to release them or any of them from any Debt or other Demand that they or any of them should justly owe at the Time of his Death, but whatever Sum or Sums of Money they or any of them should owe him at that Time should be accounted for by them respectively, with Interest, as so much Assets of his Estate or Effects in their Hands, and accordingly be accounted for by them respectively; provided always, and he did thereby declare his Will and Mind to be, that if his said respective Sons or any of them should be indebted unto him at the Time of his Death in any Sum of Money less than the respective Legacies therein-before by him given to them to be paid at the End of Twelve Months next after his Death, then the Sum that they should be respectively indebted to him should go as so much on account of the said respective Legacies, but if they should be indebted to him in a Sum or Sums of Money more than the Amount of the said last-mentioned respective Legacies, then he did direct that they his said Sons should respectively retain the Excess thereof at Interest in their respective Hands, provided the same Excess should not exceed Six thousand Pounds each Son, which Interest he did direct them respectively to pay half-yearly in order to be placed out to accumulate; and on the Division that should take place the said Excess should be charged as so much on account of the respective Son's Share of the Residue of his Estate and Effects on the Division that was therein-before directed to take place; and provided the said Excess should be above Six thousand Pounds each Son, then he did direct his said Sons respectively to reduce such Excess by Payment of Money to his said Trustees to that Sum; and the said Testator, after declaring that the Receipts of his said Trustees should be good Discharges for any Monies which might be paid to them in the Execution of the Trusts of his said Will, and authorizing his said Trustees to vary the Securities upon which the said Trust Monies should from Time to Time be placed, and devising his Mortgage and Trust Estates, appointed the said *James Molyneux*, *Edmund Molyneux*, and *Thomas Leathom* Executors of his said Will: And whereas *Mary Molyneux*, the Third Daughter of the said *William Molyneux*, on or about the Sixth Day of *May* One thousand eight hundred and twenty-four, in the Lifetime of her Father, intermarried with *Thomas Parker* of *Browsholme Hall* in the County of *York*, Esquire: And whereas on the Occasion of the Marriage of the said *Mary Molyneux* the Daughter with the said *Thomas Parker* the said *William Molyneux* her Father gave with her the Sum of Three thousand five hundred Pounds as a Marriage Portion, which Sum of Three thousand five hundred Pounds was paid over to the said *Thomas Parker* in consideration of a Jointure of Seven hundred Pounds *per Annum* settled by him upon the said *Mary Molyneux* the Daughter, and charged upon certain Freehold and Copyhold Estates belonging to him the said *Thomas Parker*: And whereas, in addition to the said Sum of Three thousand five hundred Pounds so

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given by the said *William Molyneux* with his said Daughter, a certain Copyhold Estate called *Little Stone Edge*, situate in the Parish of *Pendle* in the said County of *Lancaster*, and holden of the Manor of *Ightonhill* in the same County, to which *Mary Molyneux* the Wife of the said *William Molyneux* was separately entitled, was conveyed by the said *Mary Molyneux* the elder to Trustees in Trust for the said *Thomas Parker*, his Heirs and Assigns for ever, subject only to a Limitation for securing the said Jointure for the said *Mary Molyneux* the Daughter in case she should survive the said *Thomas Parker*: And whereas the said *Mary Molyneux*, the Wife of the said *William Molyneux*, departed this Life on or about the Thirteenth Day of *December* One thousand eight hundred and twenty-six in the Lifetime of the said Testator *William Molyneux*: And whereas the said *William Molyneux* the Testator departed this Life on or about the Eighth Day of *March* in the Year One thousand eight hundred and twenty-seven, without having revoked or in any Manner altered his said Will, leaving Eight Children, namely, the said *James Molyneux*, *Edmund Molyneux*, *William Hargraves Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary* the Wife of the said *Thomas Parker*, him surviving: And whereas by a Deed Poll or Instrument in Writing bearing Date the Twenty-first Day of *April* in the Year One thousand eight hundred and twenty-seven, under the Hand and Seal of the said *Thomas Leathom*, one of the Devisees in Trust and Executors named and appointed in and of the said in part recited Will of the said *William Molyneux* deceased, the said *Thomas Leathom* refused, renounced, and disclaimed all Estate, Right, Title, and Interest, Power or Authority whatsoever, of, in, to, or out of and upon or over all and every or any of the Messuages or Tenements, Farms, Lands, and Hereditaments, Real, Personal, and Testamentary Estate and Effects whatsoever and wheresoever, and all and singular other the Trust Property whatsoever, which in and by the said in part recited Will of the said *William Molyneux* deceased were devised, bequeathed, or given unto the said *James Molyneux*, *Edmund Molyneux*, and *Thomas Leathom* in Trust as in the said Will mentioned, and also the Office and Duty of one of the Trustees and Executors of the said Will: And whereas the said in part recited Will of the said *William Molyneux* was, on or about the Twenty-ninth Day of *September* in the Year One thousand eight hundred and twenty-seven, duly proved in the Consistory Court of the Bishop of *Chester* by the said *James Molyneux*, one of the Executors in the said Will named: And whereas all the just Debts, Funeral Expences, and the Charges of proving the Will of the said Testator have been fully paid and satisfied out of his Personal Estate, the same having been found sufficient for that Purpose: And whereas the said *Thomas Parker* departed this Life on or about the Twenty-first Day of *April* in the Year One thousand eight hundred and thirty-two without ever having had any Issue by his Wife the said *Mary Parker*: And whereas the said *James Molyneux*, *Edmund Molyneux*, *William Hargraves Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary Parker* have all attained the Age of Twenty-one Years: And whereas the said Legacy of Three thousand Pounds given by the said Testator to his Son the said *James Molyneux*,

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and the said several Legacies of Four thousand Pounds each given by the said Testator to his other Children upon their respectively attaining the Age of Twenty-one Years, have not any of them been paid: And whereas the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Anthony Lancaster Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux, and Mary Parker*, the Eight Children of the said *William Molyneux* deceased, and the only Persons interested in the Distribution of his Property, being desirous that the same should not be sold and converted into Money as directed by his said Will, but be equally divided between them, caused a Valuation of the Real Estates of the said Testator to be made by *John Whiteside Casson of Liverpool* aforesaid, Surveyor and Appraiser, and also made out a full Account and Statement of all the Personal Estate and Effects of the said Testator, with a view to an equal Partition and Division of the said Real and Personal Property: And whereas upon a full Valuation, Statement, and Account of all the Real and Personal Estate and Effects of the said Testator, (except the House in *Saint Anne Street* in which he dwelt, and the Household Furniture and Effects therein,) made and taken as aforesaid, the same was estimated to be of the gross Amount in Value of Seventy-two thousand and sixteen Pounds Five Shillings and Seven-pence, which Sum being augmented for the Purpose of the Division amongst the Parties entitled under the said recited Will of the said *William Molyneux* by adding thereto the Sum of Four thousand Pounds, being the Amount in Money and Land which had been received by the said *Mary Parker* at the Time of her Marriage, was increased to the Sum of Seventy-six thousand and sixteen Pounds Five Shillings and Seven-pence: And whereas the Particulars and Amount of such Valuation, Statement, and Account are set forth in the First Schedule to this Act annexed: And whereas the said several Parties have parted, allotted, and divided the said Real and Personal Property of the said *William Molyneux* deceased between themselves in the Manner mentioned in the Second Schedule to this Act annexed, and the said *James Molyneux* hath paid over the several Sums of Seven hundred and eighty-one Pounds Fourteen Shillings and Four-pence, Eight hundred and seventy-five Pounds, Eight hundred and seventy-five Pounds, Eight hundred and seventy-five Pounds, and Seven hundred and fifty Pounds, being the Sums agreed to be paid by him for Equality of Partition, unto the several Persons entitled to receive the same; and the said *Edmund Molyneux* hath in like Manner paid over the several Sums of Three thousand eight hundred and seventeen Pounds Sixteen Shillings and Ten-pence, and One hundred and twenty-five Pounds, being the Sums agreed to be paid by him for Equality of Partition, unto the several Persons entitled to receive the same, in pursuance and furtherance of the said Agreement: And whereas the said Partition, Allotment, and Division by the said several Parties of the Real and Personal Estates of the said *William Molyneux* deceased was and is a fair and equal Partition and Division thereof, and the several Parties beneficially interested under such Partition, Allotment, and Division are desirous that the same should be carried into effect, and that the several Shares of the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, and Anthony Lan-*
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caster Molyneux should be absolutely vested in them respectively, and that the Shares of the said *Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux,* and *Mary Parker* should be respectively settled upon the Trusts declared thereof in and by the said Will of the said *William Molyneux* deceased: And whereas the several Sums mentioned in the Fifth, Sixth, Seventh, and Eighth Parts of the Second Schedule to this Act annexed are of greater Amount than the Shares of the Residue of the Testator's Property to which the said *Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux,* and *Mary Parker* are entitled under the said Will: And whereas the said several Parties are desirous that the Messuage or Dwelling House of the said *William Molyneux,* situate in *Saint Anne Street* aforesaid, in which he resided at the Time of his Decease, and the Household Furniture and Effects therein, and which were not included in the said Account and Valuation so taken and made of his Estate and Effects as aforesaid, should be sold for the Purpose of defraying the Costs, Charges, and Expences attending or incident to the obtaining and passing this Act, and the Costs, Charges, and Expences of making the said Partition, Division, and Allotment, and the Proceedings incident or preparatory thereto, and that the surplus Proceeds of such Sale should be equally divided between the said Parties: And whereas by reason of the Limitations and Provisions contained in the said Will of the said *William Molyneux* deceased with respect to the Shares of the said *Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux,* and *Mary Parker,* the said Partition, Allotment, and Division cannot be legally and effectually made without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Anthony Lancaster Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux,* and *Mary Parker* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Partition, Division, and Allotment so made, or purported or agreed to be made, by or between the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Anthony Lancaster Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux,* and *Mary Parker,* of the Real and Personal Estate of the said *William Molyneux* deceased in the First and Second Schedules to this Act particularly enumerated, specified, and described, shall be and the same is hereby established, ratified, and confirmed.

Partition, &c.
of the Estate
of W. Moly-
neux con-
firmed.

II. And be it further enacted, That from and immediately after the passing of this Act the Copyhold Estate called or known by the Name of *Sandfield,* situate within the Township of *West Derby* near *Liverpool* aforesaid, and the Seat or Pew in *West Derby Chapel* appurtenant to the same Estate, comprised and more particularly described in the First Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall become and be the sole, absolute, and exclusive Property of the said *James Molyneux,* and shall be and the same are hereby

Property
comprised
in the First
Part of the
Second Sche-
dule vested
in James
Molyneux.

hereby absolutely vested in him the said *James Molyneux*, his Heirs and Assigns, for ever, to be holden, as to the Copyhold Hereditaments, at the Will of the Lord, according to the Custom of the Manor of *West Derby* aforesaid, by and under the Rents, Suits, and Services therefore due and of right accustomed, and as to the whole of the said Hereditaments, freed and absolutely acquitted, exonerated, and discharged of and from the Trusts for Sale, and all and singular other the Trusts, Charges, Powers, Provisoos, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *William Molyneux* deceased contained, expressed, or declared concerning the same, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Edmund Molyneux*, *William Hargraves Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, therein or thereto.

Property comprised in Second Part of Second Schedule vested in Edmund Molyneux.

III. And be it further enacted, That from and immediately after the passing of this Act the Copyhold Estate called or known by the Name of *Union Farm*, situate in the said Township of *West Derby* near *Liverpool* aforesaid, with the Rights, Members, and Appurtenances thereunto belonging, and other the Property and Premises comprised and particularly described in the Second Part of the Second Schedule to this Act, shall become and be the sole, absolute, and exclusive Property of the said *Edmund Molyneux*, and shall be and the same are hereby absolutely vested in him the said *Edmund Molyneux*, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Property and Premises respectively, for his and their own absolute Use and Benefit; and as to the Copyhold Part thereof, shall be held by him the said *Edmund Molyneux*, his Heirs and Assigns, at the Will of the Lord, according to the Custom of the said Manor of *West Derby* aforesaid, by and under the Rents, Suits, and Services therefore due and of right accustomed, freed and absolutely acquitted, exonerated, and discharged of and from the Trusts for Sale, and all and singular other the Trusts, Charges, Powers, Provisoos, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *William Molyneux* deceased contained, expressed, or declared concerning the same, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *James Molyneux*, *William Hargraves Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, therein or thereto.

Persons in whom Copyhold Estates are vested by the Act to be admitted, and

IV. And be it further enacted, That the several Persons to whom any Part of the Copyhold Lands or Property of the said Testator *William Molyneux* deceased may have been allotted, and in whom the same may by this Act have been declared to be vested, may claim to be admitted Tenants of such Lands or Property, to hold the same

by the ancient Rents, Customs, Suits, and Services in the same Manner as if such Lands or Property had been duly surrendered to their Use into the Hands of the Lord of the Manor of which such Lands or Property may be Parcel, and shall, upon being admitted Tenants of such Lands or Property, to hold the same as aforesaid, pay the Fines, Fees, and other Dues which could have been lawfully demanded upon such Admittance if such Lands or Property had passed by Surrender into the Hands of the Lord to the Use of the Person or Persons so admitted.

to pay the usual Fines.

V. And be it further enacted, That from and immediately after the passing of this Act the Freehold Parcel of Land, with the Warehouse now thereon erected, situate in *Launcelot's Hey* in *Liverpool* aforesaid, and the Bonds of the Trustees of the *Liverpool Docks*, and the Monies thereby secured, and Sum and Sums of Money, Debts, Proportion of Debt, and other the Property and Premises comprised and particularly described in the Third Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall become and be the sole, absolute, and exclusive Property of the said *William Hargraves Molyneux*, and shall be and the same are hereby absolutely vested in him the said *William Hargraves Molyneux*, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Property and Premises respectively, for his and their own absolute Use and Benefit, freed and absolutely discharged of and from the Trusts for Sale, and all and singular other the Trusts, Charges, Powers, Provisoes, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *William Molyneux* deceased contained, expressed, or declared concerning the same, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *James Molyneux*, *Edmund Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns therein or thereto.

Property comprised in Third Part of Second Schedule vested in William Hargraves Molyneux.

VI. And be it further enacted, That from and immediately after the passing of this Act the several Sums of Money, Debts, Proportion of Debt, Property, and Premises comprised and particularly described in the Fourth Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall become and be the sole, absolute, and exclusive Property of the said *Anthony Lancaster Molyneux*, and shall be and the same are hereby absolutely vested in him the said *Anthony Lancaster Molyneux*, his Executors, Administrators, and Assigns, for his and their own absolute Use and Benefit, freed and absolutely discharged of and from the Trusts for Sale, and all and singular other the Trusts, Charges, Powers, Provisoes, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *William Molyneux* deceased contained, expressed, or declared concerning the same, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity,

Property comprised in Fourth Part of Second Schedule vested in Anthony Lancaster Molyneux.

[Private.]

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of

of them the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux, and Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns therein or thereto.

Property
comprised in
Fifth Part of
Second Sched-
ule vested
in Trustees
for Elizabeth
Molyneux.

VII. And be it further enacted, That from and immediately after the passing of this Act the Freehold Parcel of Land, with the Warehouses thereon erected, situate in *New Quay* otherwise called *Bath Street*, in *Liverpool* aforesaid, and the several Sums of Money, Debts, Proportion of Debt, and other Property and Premises comprised and particularly described in the Fifth Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall be and be considered as the sole and exclusive Property of the said *Elizabeth Molyneux*, and shall be and the same are hereby absolutely vested in the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the said Estates and Property respectively, to be held by them the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, their Heirs, Executors, Administrators, and Assigns, freed and absolutely discharged of and from the Trusts for Sale contained in the said herein-before in part recited Will of the said *William Molyneux* deceased, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *William Hargraves Molyneux, Edmund Molyneux, Anne Molyneux, Margaret Molyneux, and Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, and of and from all beneficial Interest of them the said *James Molyneux and Anthony Lancaster Molyneux*, their respective Heirs, Executors, and Administrators, therein or thereto, but nevertheless upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as are in and by the said herein-before in part recited Will of the said *William Molyneux* deceased declared or expressed concerning the Share of the Proceeds of his Residuary Estate thereby given in Trust for his Daughter the said *Elizabeth Molyneux* and her Issue, or as nearly thereto as the Difference of Tenure, the Rules of Law and Equity, the Deaths of Parties, and other Contingencies will permit, the said Freehold Land, Warehouses, and other Real Property comprised in the said Fifth Part of the Second Schedule to this Act, being considered in all respects and to all Intents and Purposes as Money and not as Real Estate, and the Rents, Issues, and Proceeds thereof being from Time to Time paid, to and received and taken by the same Person or Persons respectively, as would be entitled to receive the Dividends, Interest, and annual Proceeds of the Monies arising from the Sale thereof, in case the same were actually sold and converted into Money, and invested in the Manner directed by the said in part recited Will of the said *William Molyneux* deceased.

VIII. And

VIII. And be it further enacted, That from and immediately after the passing of this Act the Freehold Parcel of Land, with the Warehouse thereon erected, situate in *Launcelot's Hey* in *Liverpool* aforesaid, and the Annuity or Life Interest, Mortgages, Sums of Money, Debts, Proportion of Debt, and other the Property and Premises comprised and particularly described in the Sixth Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall be and be considered as the sole and exclusive Property of the said *Anne Molyneux*, and shall be and the same are hereby absolutely vested in the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the said Estates and Property respectively, to be held by them freed and absolutely discharged of and from the Trusts of Sale contained in the said herein-before in part recited Will of the said *William Molyneux* deceased, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *William Hargraves Molyneux*, *Edmund Molyneux*, *Elizabeth Molyneux*, *Margaret Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, and of and from all beneficial Interest of them the said *James Molyneux* and *Anthony Lancaster Molyneux*, their respective Heirs, Executors, and Administrators, therein or thereto, but nevertheless upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations as are in and by the said herein-before in part recited Will of the said *William Molyneux* deceased declared or expressed concerning the Share of the Proceeds of his Residuary Estate thereby given in Trust for his Daughter the said *Anne Molyneux* and her Issue, or as nearly thereto as the Difference of Tenure, the Rules of Law and Equity, the Deaths of Parties, and other Contingencies will permit, the said Freehold Land, Warehouse, and other Real Property comprised in the said Sixth Part of the Second Schedule to this Act being considered in all respects and to all Intents and Purposes as Money and not as Real Estate, and the Rents, Issues, and Proceeds thereof being from Time to Time paid to and received and taken by the same Person or Persons respectively as would be entitled to receive the Dividends, Interest, and annual Proceeds of the Monies arising from the Sale thereof, in case the same were actually sold and converted into Money, and invested in the Manner directed by the said in part recited Will of the said *William Molyneux* deceased.

Property comprised in Sixth Part of Second Schedule vested in Trustees for *Anne Molyneux*.

IX. And be it further enacted, That from and immediately after the passing this Act the Freehold Parcel of Land, with the Warehouse thereon erected, situate in *Launcelot's Hey* in *Liverpool* aforesaid, and the several Mortgages, Debts, Proportion of Debt, and Shares in the *Liverpool* Exchange Buildings and *Liverpool* Corn Exchange, Sum and Sums of Money, and other the Property and Premises comprised and more particularly described in the Seventh Part of the Second Schedule to this Act, with the Rights, Members,

Property comprised in Seventh Part of Second Schedule vested in Trustees for *Margaret Molyneux*.

and

and Appurtenances thereunto respectively belonging, shall be and be considered as the sole and exclusive Property of the said *Margaret Molyneux*, and shall be and the same are hereby absolutely vested in the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the said Estates and Property respectively, to be held by them freed and absolutely discharged of and from the Trusts for Sale contained in the said herein-before in part recited Will of the said *William Molyneux* deceased, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *William Hargraves Molyneux*, *Edmund Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, and also of and from all beneficial Interest of them the said *James Molyneux* and *Anthony Lancaster Molyneux*, their respective Heirs, Executors, and Administrators, therein or thereto, but nevertheless upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as are in and by the said herein-before in part recited Will of the said *William Molyneux* deceased declared or expressed concerning the Share of the Proceeds of his Residuary Estate thereby given in Trust for his Daughter the said *Margaret Molyneux* and her Issue, or as nearly thereto as the Difference of Tenure, the Rules of Law and Equity, the Deaths of Parties, and other Contingencies will permit, the said Freehold Land, Warehouse, and other Real Property comprised in the said Seventh Part of the Second Schedule to this Act, being considered in all respects and to all Intents and Purposes as Money and not as Real Estate, and the Rents, Issues, and Proceeds thereof being from Time to Time paid to and received and taken by the same Person or Persons respectively as would be entitled to receive the Dividends, Interest, and annual Proceeds of the Monies arising from the Sale thereof, in case the same were actually sold and converted into Money, and invested in the Manner directed by the said in part recited Will of the said *William Molyneux* deceased.

Property
comprised in
Eighth Part
of Second
Schedule
vested in
Trustees for
Mary Parker.

X. And be it further enacted, That from and immediately after the passing of this Act the several Bonds of the Corporation of *Liverpool*, and the Monies thereby secured, and the Debt or Proportion of Debt comprised and particularly described in the Eighth Part of the Second Schedule to this Act, with the Rights, Members, and Appurtenances thereunto respectively belonging, shall be and be considered as the sole and exclusive Property of the said *Mary Parker*, and shall be and the same are hereby absolutely vested in the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, their Executors, Administrators, and Assigns, freed and absolutely discharged of and from the Trusts for Sale contained in the said herein-before in part recited Will of the said *William Molyneux* deceased, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity whatsoever, of them the said *William Hargraves Molyneux*, *Edmund Moly-*
neux,

nieux, Elizabeth Molyneux, Anne Molyneux, and Margaret Molyneux, and each and every of them respectively, and of their several and respective Children, Issue, next of Kin, Heirs, Executors, Administrators, or Assigns, and also of and from all beneficial Interest of them the said *James Molyneux* and *Anthony Lancaster Molyneux*, their respective Heirs, Executors, and Administrators, therein or thereto, but nevertheless upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as are in or by the said herein-before in part recited Will of the said *William Molyneux* deceased declared or expressed concerning the Share of the Proceeds of his Residuary Estate thereby given in Trust for his Daughter the said *Mary Parker* and her Issue, or as nearly thereto as the Rules of Law and Equity, the Deaths of Parties, and other Contingencies will permit.

XI. And be it further enacted, That it shall and may be lawful to and for the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and their and his Assigns, and they and he are and is hereby authorized and empowered, at the Request of the said *Elizabeth Molyneux, Anne Molyneux, and Margaret Molyneux* respectively, or of the Person or Persons for the Time being beneficially entitled to the Receipt of the Rents and Profits of the Freehold Parcels of Land, Warehouses, Hereditaments, and Premises hereby vested in them the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, and their Heirs, in Trust for the said *Elizabeth Molyneux, Anne Molyneux, and Margaret Molyneux*, and their Issue respectively, to make sale and dispose of all or any or either of such Freehold Parcels of Land, Warehouses, and Hereditaments, or any Part thereof respectively (according to such Request), with the Rights, Members, and Appurtenances thereunto respectively belonging, and either by public Auction or by private Contract, and for such Sum or Sums of Money as they or he the said Trustees or Trustee shall think fit, and to convey and assure the same when sold unto the Person or Persons who shall agree to become the Purchaser or Purchasers thereof, or his, her, or their Heirs and Assigns, or to such Person or Persons, and to such Uses and for such Purposes, as he or they shall appoint.

Power of Sale.

XII. And be it further enacted, That all and every the Person or Persons to whom the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, shall by virtue and in pursuance of this Act make any Sale or Conveyance of the Freehold Parcels of Land, Warehouses, Hereditaments, and Premises which they and he are and is hereby authorized to sell as aforesaid, or any of them or any Part thereof respectively, and the respective Heirs, Executors, Administrators, or Assigns of such Purchaser or Purchasers, shall and may, from and immediately after Payment of his, her, or their Purchase Money or respective Purchase Monies to the said Trustees or Trustee, and obtaining a Conveyance from them or him of the Land, Warehouse or Warehouses, or Here-

Purchasers to hold free from the Trusts of the Will and of this Act.

[Private.]

ditaments which shall be so sold, have, hold, and enjoy such Land, Warehouse or Warehouses, or Hereditaments, freed and absolutely acquitted, exonerated, and discharged of, from, and against all and every the Trusts, Powers, Provisoos, and Declarations whatsoever in and by this Act, or by the said herein-before in part recited Will of the said *William Molyneux* deceased, or either of them, expressed or declared of or concerning the same.

To whom
Purchase
Monies to
be paid.

XIII. And be it further enacted, That it shall and may be lawful to and for the Person or Persons who shall become the Purchaser or Purchasers of the said Freehold Parcels of Land, Warehouses, and Hereditaments, or any of them, or any Part thereof respectively, to pay his, her, or their Purchase Money or respective Purchase Monies to the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of this Act, without any Obligation by or on the Part of the Person or Persons paying the same Money or any Part thereof to see to the Application of the same Money or any Part thereof, or to be answerable or accountable for the Misapplication or Nonapplication of the same Money or any Part thereof; and that all and every Receipt and Receipts which shall be given for such Purchase Money or Purchase Monies, or any Part thereof, by the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or by the Trustees or Trustee for the Time being of this Act, shall be a good, valid, and effectual Acquittance and Discharge and Acquittances and Discharges for all and every Sum and Sums of Money which by the same Receipt or Receipts respectively shall be acknowledged or expressed to be or to have been received.

Trustees to
stand pos-
sessed of the
Monies aris-
ing from the
Sale upon
the same
Trusts.

XIV. And be it further enacted, That they the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, and the Survivors and Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, and other the Trustees or Trustee for the Time being of this Act, shall immediately upon the Receipt thereof lay out and invest the Monies to arise from such Sale or Sales as aforesaid, after Payment of the Costs of and attending the same, either in the Public Stocks or Funds of *Great Britain*, or upon Government or Real Securities, or upon Interest with the Trustees of the *Liverpool Docks*, or with the Corporation of *Liverpool*, as they the said Trustees or Trustee of this Act shall think fit, in the Manner directed by the Will of the said Testator *William Molyneux* deceased, and stand possessed of and interested in such Stocks, Funds, and Securities, and the Interest, Dividends, and annual Proceeds thereof, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, so far as Circumstances will admit, as the Land, Warehouse, or respective Warehouses and Hereditaments so sold and disposed of were subject or liable to immediately before such Sale or Disposition, or as such Land, Warehouse or Warehouses, and Hereditaments would have con-

continued subject or liable to in case no Sale or other Disposition had been made thereof.

XV. And be it further enacted, That it shall and may be lawful to and for the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and their or his Assigns, and other the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby authorized and empowered, until the said Parcels of Land, Warehouses, and Hereditaments respectively shall be sold under the Power or Authority for that Purpose herein-before contained, with the Consent of the said *Elizabeth Molyneux*, *Anne Molyneux*, and *Margaret Molyneux* respectively, or of the Person or Persons for the Time being beneficially entitled to the Receipt of the Rents and Profits of the Freehold Parcels of Land, Warehouses, Hereditaments, and Premises hereby vested in them the said *James Molyneux*, *Anthony Lancaster Molyneux*, and *John Whiteside Casson*, and their Heirs, in Trust for the said *Elizabeth Molyneux*, *Anne Molyneux*, and *Margaret Molyneux*, and their Issue respectively, or at the Request of the Guardian or Guardians of such Person or Persons in case he, she, or they shall be under the Age of Twenty-one Years, by Indenture or Indentures to be by such Trustees or Trustee sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to demise or lease all or any or either of such Freehold Parcels of Land, Warehouses, and Hereditaments (according to such Request) to any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession, at the best yearly Rent or Rents payable during the Estate thereby created, and to be incident to the immediate Reversion of the said Hereditaments and Premises, that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, exceeding the Sum of Ten Shillings, for the making thereof, and so that in every such Demise or Lease there be contained a Proviso in the Nature of a Condition of Re-entry on Nonpayment of the Rent or Rents thereby respectively reserved for the Space of Thirty Days after the same shall have respectively become due and payable, and so as that the Lessee or Lessees execute a Counterpart or Counterparts thereof respectively, and thereby covenant for the due Payment of the Rent or Rents thereby respectively reserved, and be not by any Words therein contained exempted from Punishment for committing Waste.

Power for Trustees to grant Leases of the Warehouses, &c. for any Term not exceeding 21 Years.

XVI. And be it further enacted, That the said *James Molyneux* and *Edmund Molyneux*, and the Survivor of them, and the Executors and Administrators of such Survivor, and their and his Assigns, and other the Trustees or Trustee for the Time being of the Will of the said *William Molyneux* deceased, shall and they and he are and is hereby required, immediately after the passing of this Act, to sell and dispose of, in the Manner directed by the herein-before in part recited Will of the said *William Molyneux* deceased, the Piece of Land, Messuage, or Dwelling House in *Saint Anne Street* aforesaid, and other the Property, Effects, and Premises comprised in the Third Schedule.

Trustees of Will to sell House and Premises comprised in Third Schedule.

Schedule to this Act annexed, with the Rights, Members, and Appurtenances thereunto belonging, unto any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof, and for the best Price that can or may, in the Opinion of the said *James Molyneux* and *Edmund Molyneux*, or of the Survivor of them, or of the Executors or Administrators of such Survivor, or of their or his Assigns, or of such Trustees or Trustee as aforesaid, be obtained or reasonably expected for the same, and at any such Sale to buy in the same, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales, and upon Payment to them or him of the Purchase Money for which the said Hereditaments shall be sold to convey and assure the same, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Trusts, Powers, Provisoos, and Declarations whatsoever in and by the said herein-before in part recited Will of the said *William Molyneux* deceased contained, expressed, or declared concerning the same, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *James Molyneux*, *Edmund Molyneux*, *William Hargraves Molyneux*, *Anthony Lancaster Molyneux*, *Elizabeth Molyneux*, *Anne Molyneux*, *Margaret Molyneux*, and *Mary Parker*, and each and every of them respectively, and of their several and respective Heirs, Executors, Administrators, and Assigns therein or thereto.

The Receipts of the same Trustees to be sufficient Discharges.

XVII. And be it further enacted, That the Receipts of the said *James Molyneux* and *Edmund Molyneux*, and of the Survivor of them, and of the Heirs, Executors, or Administrators of such Survivor, and of their or his Assigns, and of other the Trustees or Trustee for the Time being of the Will of the said *William Molyneux* deceased, shall be a good and sufficient Discharge to the Purchaser of the Piece of Land, Messuage, Hereditaments, and Premises comprised in the Third Schedule to this Act for all and every the Sum and Sums of Money which in or by any such Receipt or Receipts shall be acknowledged or expressed to be received, and shall wholly exonerate the Person or Persons paying the same, their, his, or her Heirs, Executors, or Administrators, from being obliged to see to the Application thereof, and from being answerable or accountable for the Misapplication or Nonapplication of the same or of any Part thereof.

Money arising from Sale of Premises comprised in the Third Schedule to

XVIII. And be it further enacted, That the said *James Molyneux* and *Edmund Molyneux*, and the Survivor of them, and the Executors and Administrators of such Survivor, and their and his Assigns, and other the Trustees or Trustee for the Time being, shall and they are hereby directed to apply the Monies arising from the Sale of the said

said Piece of Land, Messuage, or Dwelling House, Hereditaments and Premises, comprised in the said Third Schedule to this Act, in Payment in the first place of the Costs and Expences incident to such Sale, and in the next place in Payment and Discharge of all the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act, or which may be incident or relating thereto, and to pay and divide the Surplus of such Monies (if any) unto and equally between the said *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Anthony Lancaster Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux, and Mary Parker*, and their respective Executors, Administrators, and Assigns.

be applied
in defraying
the Expences
of the Act.

XIX. And be it further enacted, That if the said *James Molyneux, Anthony Lancaster Molyneux, and John Whiteside Casson*, or any or either of them, or any new Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or desire to relinquish, or shall refuse or decline to act or become incapable of acting in or exercising the Trusts, Powers, and Authorities hereby in them and him reposed, or shall go out of *Great Britain* before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the High Court of Chancery, upon Petition to be preferred to the said Court in a summary Way, to appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and every such new Trustee shall have and be invested with the same Trusts, Powers, and Authorities as the Trustee or Trustees in whose Place or Stead he or they shall be substituted.

Power for
Court of
Chancery to
appoint new
Trustees.

XX. Saving always to the King's most Excellent Majesty, His 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 *James Molyneux, Edmund Molyneux, William Hargraves Molyneux, Anthony Lancaster Molyneux, Elizabeth Molyneux, Anne Molyneux, Margaret Molyneux, and Mary Parker*, 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, Charge, or Incumbrance whatsoever of, in, to, upon, out of, or concerning the Estates and Property comprised in the Three several Schedules to this Act annexed, or any of them, or any Part or Parts thereof respectively, under or by virtue of the said herein-before in part recited Will of the said *William Molyneux* deceased, or any of the Uses, Trusts, or Limitations therein contained, or otherwise howsoever, in respect or on account thereof, or by, from, through, under, or in Trust for the said *William Molyneux* deceased, or the right Heirs of the said *William Molyneux*.) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said several Messuages, Tenements, Warehouses, Lands, Hereditaments, Property, and Premises comprised in the said First, Second, and Third Schedules to

General
Saving.

[Private.]

this Act annexed, 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.

Act to be
printed by
the King's
Printers.

XXI. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE referred to by the foregoing Act;

CONTAINING

A detailed Account, Estimate, and Valuation of the Property of William Molyneux, Esquire, deceased, framed with a view to an equal Division thereof, under his Will, amongst his Sons and Daughters.

	£	s.	d.
No. 1. An Estate called Sandfield, situate in the Township of West Derby near Liverpool in the County of Lancaster, Copyhold of Inheritance, consisting of a Messuage or Dwelling House, Barn, Stables, and other Outbuildings, and 20 Fields, Closes, or Parcels of Land, containing in the whole, according to a recent Survey and Admeasurement thereof, 134 Acres and 21 Perches of Land, Statute Measure, or thereabouts, valued by John Whiteside Casson of Liverpool, Surveyor, at	14,503	15	0
2. A Pew in West Derby Chapel, appurtenant to the foregoing Estate, valued by the said John Whiteside Casson at	30	0	0
3. An Estate called Union Farm, situate in West Derby aforesaid, Copyhold of Inheritance, consisting of a Messuage and Outbuildings, and 13 Fields, Closes, or Parcels of Land, and containing in the whole, according to the said recent Survey and Admeasurement, 37 A. 3 R. 4 P. of Land, Statute Measure, or thereabouts, valued by the said John Whiteside Casson at	3,986	5	0
4. Mr. Robert Greenham's Debt to the Testator William Molyneux, as stated and settled with his Executor to 8th March 1828	1,352	15	0
5. Messieurs Greenham and Molyneux's Debt to the said Testator, as stated and settled with his Executor to 8th March 1828, including therein the Sum of 14 <i>l.</i> 4 <i>s.</i> received by them from Mr. James Molyneux, being his Cash Balance due to the Testator's Estate	11,048	13	10
6. Mr. John Aspinall's Debt to the Testator William Molyneux on Mortgage	1,500	0	0
7. An Annuity or Life Interest of 184 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> , issuing annually out of Monies invested in the Three per Cent. Consolidated Bank Annuities, now standing in the Name of the Accountant General of the Court of Chancery in the Suit <i>Clarke v. Bourne</i> , and payable during the Life of James Clarke Esq., whose Life Interest therein was purchased by the said Testator William Molyneux, valued for Legacy Duty under the 36th Geo. 3. c. 52. at	1,938	0	0
8. Messieurs Lawrence and Robert Rigby's Debt to the said Testator on Mortgage	240	0	0
9. The late Mrs. Part's Debt to the said Testator on Mortgage, being Two Tenth Parts of an entire Sum of 1,000 <i>l.</i> bequeathed to the Family of the late Edmund Molyneux, Esquire	200	0	0

	£	s.	d.
10. The late Mr. Robert Hargraves's Debt to the said Testator on Mortgage - - - - -	150	0	0
11. Mrs. Ellen Ellison's Debt to the said Testator on Promissory Note - - - - -	100	0	0
12. The late Thomas Robinson's Debt to the said Testator on Balance of Account - - - - -	8	0	0
13. Mr. James Antrobus's Debt to the said Testator on Mortgage - - - - -	292	0	0
14. Two Bonds of the Corporation of Liverpool belonging to the said Testator, one being for 3,000 <i>l.</i> and the other for 1,000 <i>l.</i>	4,000	0	0
15. Two Bonds of the Trustees of the Liverpool Docks to the said Testator for 1,000 <i>l.</i> each - - - - -	2,000	0	0
16. A Parcel of Freehold Land, with Two Warehouses thereon erected, situate on the East Side of a Street called New Quay (otherwise called Bath Street) in Liverpool aforesaid, containing in front thereto, according to a recent Survey and Admeasurement, 49 Feet 1 Inch, in Depth on the North Side 79 Feet 4 Inches, and on the South Side 82 Feet 9 Inches, and being in Breadth at the Back or East Side 49 Feet 8 Inches, and containing in the whole 444 superficial Square Yards of Land, be the said several Dimensions thereof a little more or less, valued by the said John White-side Casson at - - - - -	6,000	0	0
17. A Parcel of Freehold Land, with the Warehouse thereon erected, situate on the West Side of a certain Street in Liverpool aforesaid called Launcelot's Hey, containing, according to the said recent Survey, in front thereto and at the Back or West Side severally (including an open Area on the North Side of 4 Feet wide) 45 Feet 6 Inches, and running in Depth backwards on the North Side 53 Feet 4 Inches, and on the South Side 54 Feet 3 Inches, and containing in the whole 271½ superficial Square Yards of Land, be the said several Dimensions thereof a little more or less, valued by the said J. W. Casson at - - - - -	3,107	10	0
18. Another Parcel of Freehold Land, with the Warehouse thereon erected, also situate on the West Side of Launcelot's Hey aforesaid, and on the South Side of and adjoining the last described Premises, containing, according to the said recent Survey, in front to Launcelot's Hey aforesaid and at the Back or West Side severally 44 Feet 6 Inches, and running in Rear or Depth backwards on the North Side 54 Feet 3 Inches, and on the South Side 55 Feet 1 Inch, and containing in the whole 270 superficial Square Yards of Land, be the said several Dimensions a little more or less, valued by the said J. W. Casson at - - - - -	3,107	10	0
19. Another Parcel of Freehold Land unbuilt upon at the Time of Testator's Death, also situate on the West Side of Launcelot's Hey aforesaid, and on the South Side of and adjoining the last described Premises, containing, according to the said recent Survey, in front to Launcelot's Hey aforesaid, 41 Feet, and running in Depth backwards on the South Side in a broken Line 55 Feet 10 Inches, and on the North Side in a straight Line 55 Feet 1 Inch, and being in Breadth at the Back or West Side, including an Area (of irregular			

	£	s.	d.
Width, but at the West End Two Feet wide,) extending along Part of the South Side of the said Premises, 43 Feet, and containing in the whole 258 superficial Square Yards of Land or thereabouts, valued by the said J. W. Casson at 1,225 <i>l.</i> , and upon which Piece of Land now describing the acting Devisee in Trust and Executor of and out of the Funds of the said Testator William Molyneux, up to and at the Time of the Account and Estimate now setting forth being made out, had expended the Sum of 2,238 <i>l.</i> 6 <i>s.</i> in the Erection of a Warehouse, which was not then completed, and which Two Sums of 1,225 <i>l.</i> and 2,238 <i>l.</i> 6 <i>s.</i> make together -	3,463	6	0
20. Five Shares in the Liverpool Exchange Buildings and One Share in the Liverpool Corn Exchange, Value at the Market Price of the Day - - - - -	960	0	0
21. Estimated Value of recoverable Monies and Property belonging to the said Testator, invested in the Concern or Business carried on by Edmund Molyneux junior at Savannah in the United States of America - - - - -	9,458	12	6
22. Estimated Value of the recoverable Monies and Property belonging to the said Testator, invested in the Concern or Business carried on by Anthony Lancaster Molyneux at Savannah aforesaid - - - - -	4,569	18	3
23. Mary Parker's Portion paid at her Marriage - - - - -	£	s.	d.
Part of 1,500 <i>l.</i> , the Value of Copyhold Property then settled by her Mother, and which, with the above Sum of 3,500 <i>l.</i> , is to be taken by the said Mary Parker as an Advancement of her absolute Legacy under the Will	3,500	0	0
	500	0	0
	4,000	0	0
<hr/>			
Estimated Value of the entire Property of the said Testator William Molyneux deceased, except the House in Saint Anne Street and the Furniture and Effects therein	76,016	5	7
One Eighth Part of the above Sum is - - - - -	£	9,502	0 8

John W. Casson.
James Molyneux.

The SECOND SCHEDULE referred to by the foregoing Act;

SHOWING

The Allotment and Division heretofore made and thereby confirmed of the Real and Personal Estates of the Testator William Molyneux among his Sons and Daughters.

FIRST PART.

James Molyneux's Share.

	£	s.	d.	£	s.	d.
An Estate called Sandfield, situate in the Township of West Derby near Liverpool in the County of Lancaster, Copyhold of Inheritance, consisting of a Messuage or Dwelling House, Barn, Stables, and other Outbuildings, and 20 Fields, Closes, or Parcels of Land, containing in the whole, according to a recent Survey and Admeasurement thereof, 134 A. 0 R. 21 P. of Land, Statute Measure, or thereabouts, and a Pew in West Derby Chapel, appurtenant to the said Estate, Value together - - -	14,533	15	0			
Deduct Monies paid by the said James Molyneux for Equality of Partition, namely, £ s. d.						
To Anthony Lancaster Molyneux -	781	14	4			
To William Hargraves Molyneux -	875	0	0			
To Trustees for Elizabeth Molyneux	875	0	0			
To Trustees for Anne Molyneux -	875	0	0			
To Trustees for Margaret Molyneux	875	0	0			
To Trustees for Mary Parker -	750	0	0			
	5,031	14	4			
				9,502	0	8

SECOND PART.

Edmund Molyneux's Share.

	£	s.	d.	£	s.	d.
An Estate called Union Farm, situate in West Derby aforesaid, Copyhold of Inheritance, consisting of a Messuage and Outbuildings, and 13 Fields, Closes, or Parcels of Land, containing in the whole, according to a recent Survey and Admeasurement, 37 A. 3 R. 4 P. of Land, Statute Measure, or thereabouts, Value -	3,986	5	0			
Estimated Value of recoverable Property belonging to the said Testator, invested in the Concern or Business carried on by the said Edmund Molyneux at Savannah in the United States of America - - - - -	9,458	12	6			
	13,444	17	6			
Paid by the said Edmund Molyneux to Anthony Lancaster Molyneux for Equality of Partition - - - - £3,817 16 10						
Paid by ditto to Trustees for Mary Parker, for ditto - - - - 125 0 0						
	3,942	16	10			
				9,502	0	8

THIRD PART.

William Hargraves Molyneux's Share.

	£	s.	d.	£	s.	d.
A Parcel of Freehold Land, with the Warehouse thereon erected, situate on the West Side of Launcelot's Hey in Liverpool aforesaid, containing, according to a recent Survey and Admeasurement, in front to Launcelot's Hey aforesaid, 41 Feet, and running in Depth backwards on the South Side in a broken Line 55 Feet 10 Inches, and on the North Side in a straight Line 55 Feet 1 Inch, and being in Breadth at the Back or West Side, including an Area (of irregular Width, but at the West End 2 Feet wide,) extending along Part of the South Side of the said Premises 43 Feet, and containing in the whole 258 superficial Square Yards of Land or thereabouts, Value -	3,463	6	0			
Two Bonds of the Trustees of the Liverpool Docks for 1,000 <i>l.</i> each - - - - -	2,000	0	0			
Sum paid by James Molyneux for Equality of Partition - - - - -	875	0	0			
Proportion of Debt due from Greenham and Molyneux - - - - -	3,163	14	8			
				9,502	0	8

FOURTH PART.

Anthony Lancaster Molyneux's Share.

	£	s.	d.	£	s.	d.
Estimated Value of the recoverable Monies and Property belonging to the said Testator, invested in the Concern or Business carried on by the said Anthony Lancaster Molyneux at Savannah in the United States of America -	4,569	18	3			
Sum paid by James Molyneux for Equality of Partition - - - - -	781	14	4			
Sum paid by Edmund Molyneux for ditto - ditto	3,817	16	10			
Proportion of Debt due from Greenham and Molyneux - - - - -	332	11	3			
				9,502	0	8

FIFTH PART.

Elizabeth Molyneux's Share.

	£	s.	d.	£	s.	d.
A Parcel of Freehold Land, with Two Warehouses thereon erected, situate on the East Side of a Street called New Quay (otherwise called Bath Street), in Liverpool aforesaid, containing in front thereto, according to a recent Survey and Admeasurement, 49 Feet 1 Inch, in Depth on the North Side 79 Feet 4 Inches, and on the South Side 82 Feet 9 Inches, and being in Breadth at the Back or East Side 49 Feet 8 Inches, and containing in the whole 444 superficial Square Yards of Land, be the said several Dimensions thereof a little more or less, Value - - - - -	6,000	0	0			
Sum paid by James Molyneux for Equality of Partition - - - - -	875	0	0			
Proportion of Debt due from Greenham and Molyneux - - - - -	2,335	0	8			
Debt due from James Antrobus on Mortgage -	292	0	0			
				9,502	0	8

SIXTH PART.

Anne Molyneux's Share.

	£	s.	d.	£	s.	d.
A Parcel of Freehold Land, with the Warehouse thereon erected, situate on the West Side of a certain Street in Liverpool aforesaid called Launcelot's Hey, containing, according to a recent Survey and Admeasurement, in front thereto and at the Back or West Sides severally, (including an open Area on the North Side of Four Feet wide,) 45 Feet 6 Inches, and running in Depth backwards on the North Side 53 Feet 4 Inches, and on the South Side 54 Feet 3 Inches, and containing in the whole 271½ superficial Square Yards of Land, be the said several Dimensions thereof a little more or less, Value - - - - -	3,107	10	0			
An Annuity or Life Interest of 184 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> issuing annually out of Monies invested in the Three per Cent. Consolidated Bank Annuities now standing in the Name of the Accountant General of the Court of Chancery in the Suit Clarke v. Bourne, and payable during the Life of James Clarke, Esquire, Value - - -	1,938	0	0			
Debt due from John Aspinall on Mortgage -	1,500	0	0			
Sum paid by James Molyneux for Equality of Partition - - - - -	875	0	0			
Proportion of Debt due from Greenham and Molyneux - - - - -	2,081	10	8			
				9,502	0	8

SEVENTH PART.

Margaret Molyneux's Share.

	£	s.	d.	£	s.	d.
A Parcel of Freehold Land, with the Warehouse thereon erected, situate on the West Side of a certain Street in Liverpool aforesaid called Launcelot's Hey, containing, according to a recent Survey and Admeasurement, in front to Launcelot's Hey aforesaid, and at the Back or West Side severally, 44 Feet 6 Inches, and running in Rear or Depth backwards on the North Side 54 Feet 3 Inches, and on the South Side 55 Feet 1 Inch, and containing in the whole 270 superficial Square Yards of Land, be the said several Dimensions a little more or less, Value	3,107	10	0			
Debt due from Mr. Robert Greenham to the said Testator William Molyneux, as stated and settled with Executor to 8th March 1828	1,352	15	0			
Debt lately due from Lawrence and Robert Rigby, but now from Widdowson and others, on Mortgage	240	0	0			
The late Mess ^{rs} Pennington and Part's Debt on Mortgage	200	0	0			
The late Robert Hargraves' Debt on Mortgage	150	0	0			
Mrs. Ellen Ellison's Debt on Promissory Note	100	0	0			
The late Thomas Robinson's Debt on Balance of Account	8	0	0			
Sum paid by James Molyneux for Equality of Partition	875	0	0			
Five Shares in the Liverpool Exchange Buildings and One Share in the Liverpool Corn Exchange, Value	960	0	0			
Proportion of Debt due from Greenham and Molyneux	2,508	15	8	9,502	0	8

EIGHTH PART.

Mary Parker's Share.

	£	s.	d.	£	s.	d.
Sum paid on her Marriage	3,500	0	0			
Part of 1,500 <i>l.</i> , the Value of Copyhold Property settled on her by her Mother on her Marriage, and forming, with the above Sum of 3,500 <i>l.</i> , an Advancement of the said Mary Parker's absolute Legacy of 4,000 <i>l.</i>	500	0	0			
Two Bonds of the Corporation of Liverpool, one being for 3,000 <i>l.</i> and one for 1,000 <i>l.</i>	4,000	0	0			
Proportion of Debt due from Greenham and Molyneux	627	0	8			
Sum paid by James Molyneux for Equality of Partition	750	0	0			
Do. by Edmund Molyneux for ditto	125	0	0	9,502	0	8

John W. Casson.
James Molyneux.

[Private.]

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The

The **THIRD SCHEDULE** referred to by the foregoing Act ;

COMPRISING

The Hereditaments and Premises thereby directed to be sold.

A Parcel of Freehold Land, with the Messuage or Dwelling House, Stable, Coach-house, and Garden thereon erected and made, in the Occupation of the said Testator William Molyneux at the Time of his Death, situate on the West Side of Saint Anne Street, and running thence in Depth backwards to Clare Street in Liverpool, containing, according to a recent Survey and Admeasurement thereof, in front to Saint Anne Street 43 Feet, and to Clare Street 42 Feet 6 Inches, and running in Depth backwards on the North and South Sides severally 192 Feet or thereabouts, be the said several Dimensions a little more or less.

Household Goods and Furniture and other Effects of a like Nature in and about the same Messuage or Dwelling House.

James Molyneux.
John W. Casson.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1834.