

THIS IS THE LAST WILL AND TESTAMENT OF ME MARY ALICE LAW the wife of John Hargreaves Law of South Bank Hawkshead in the County of Lancaster Gentleman I appoint my said Husband and Clement Molyneux Royds of Greenhill Rochdale Esquire MP Executors of this my will **I bequeath** to my son William Horace Ashworth Royds if he shall attain the age of twenty one years such one of my carriages and such one of my horses with the harness and equipment belonging thereto or generally used therewith respectively as he may select and the Gentleman's Gold watch which belonged to my late father the Gentleman's Gold watch the Gold Chain and Diamond Ring which belonged to my late husband and my Ring set with a row of Diamonds and also all my plate and plated articles and all my wines and other liquors **I bequeath** to my daughter Mary Ashworth Royds my other watches and all my jewellery trinkets personal ornaments and wearing apparel I give and devise all the residue of my estate and effects both real and personal unto my said husband his heirs executors administrators and assigns absolutely **Whereas** by the Settlement made in contemplation of my marriage with my former husband William Herbert Molyneux Royds (now deceased) by Indenture dated the Sixth day of May One thousand eight hundred and seventy three divers properties real and personal were settled upon certain trusts therein set forth and amongst others that from and after the decease of my said former husband and myself and in the events which have happened all the capital and income of the said trust of premises should be held in trust for all or such one or more exclusively of the other or others of the children and remoter issue of my said marriage (such remoter issue being born before the expiration of twenty one years after the decease of the survivor of my said former husband and myself) at such ages or times age or time in such shares if more than one upon such conditions and in such manner as I should by any deed or by my will or any codicil thereto appoint **And Whereas** my Aunt Mary Ann Patrick by her will dated the fourteenth day of November One thousand eight hundred and seventy six and proved at Lancaster on the Eleventh day of December One thousand eight hundred and eighty three appointed and devised certain hereditaments unto the trustees of my said marriage settlement upon the trusts and with and under the several powers and authorities in such settlement mentioned and contained with respect to my real estate thereby settled **And Whereas** my Uncle Charles Patrick by his will dated the thirtieth day of January One thousand eight hundred and ninety one with two Codicils thereto and proved at Lancaster on the twenty fifth day of May One thousand eight hundred and ninety five devised certain hereditaments and which included a leasehold close of land called the Far Croft hereinafter more particularly mentioned unto the trustees of my said marriage settlement upon the trusts and with under and subject to the powers and authorities and provisions in such settlement declared and contained concerning my real estate thereby settled or such of the same trusts powers authorities and provisions as should at the time of the testators death be subsisting or capable of taking effect **And Whereas** the said close of land called the Far Croft is a plot of copyhold land which by Indenture dated the twelfth day of February One thousand eight hundred and seventy three and Surrender of even date was devised to my said Uncle for a term of nine hundred and ninety nine years at the yearly rent of forty three pounds fifteen shillings and subject to the covenants therein contained and after the decease of my said Uncle the trustee for the time being of my said marriage

settlement with my concurrence was admitted copyhold tenant to such plot of land **And Whereas** by Indenture dated the twenty first day of February One thousand nine hundred I covenanted with the said Clement Molyneux Royds who was with myself an Executor and trustee of the said will and Codicils of my said Uncle at all times thereafter to indemnify and keep indemnified the said Clement Molyneux Royds his heirs executors and administrators and his and their estate and effects and the estate and effects of my said Uncle from and against the said yearly rent of forty three pounds fifteen shillings and lessees covenants reserved and contained in the said lease and all liability in respect thereof **And** it was thereby provided that the said covenant for indemnity should be deemed to be in addition to and not as in substitution for such rights of indemnity if any as the said Clement Molyneux Royds his heirs executors or administrators or the estate or effects of my said Uncle might have against the estate and effects subject to the trusts of my said marriage settlement or any part thereof or otherwise **And I** thereby declared (but so as that declaration should not in any wise prejudice the indemnity thereby given) that it was my desire that as between myself my heirs executors and administrators and my and their estate and effects on the one hand and the estate and effects subject to the trusts of my said marriage settlement on the other hand the liability in respect of the said rent and covenants should be primarily a liability of the last mentioned estate and effects as in exoneration of myself my heirs executors and administrators and my and their estate and effects **And Whereas** there were two children only of my said marriage with the said William Herbert Molyneux Royds namely the said Mary Ashworth Royds (who has attained the age of twenty one years) and the said William Horace Ashworth Royds (who is a minor) and I am desirous of exercising the aforesaid powers of appointment in manner hereinafter appearing **Now therefore** in exercise of the power for this purpose given to me by my said marriage settlement and the said wills and codicils of the said Mary Ann Patrick and Charles Patrick respectively or some or any of them and of every other special power now or at the time of my death hereunto enabling me **I appoint** and direct that the real and personal estate and effects comprised in or which shall at my decease be subject to the trusts or powers of my said marriage settlement and including the real and personal estate and properties which by virtue of the said wills and codicils of the said Mary Ann Patrick and Charles Patrick respectively or any act or deed done or executed in pursuance thereof or in relation thereto or otherwise howsoever shall be at the time of my decease or afterwards become in any way subject to the trusts or powers of my said marriage settlement or the same or the like trusts or powers shall be held upon the trusts following namely **As** to all such parts of the said premises as shall at the time of my decease be actually freehold copyhold customaryhold or leasehold hereditaments and notwithstanding that the same or any part thereof may then be subject to any trust for sale or conversion and including any such hereditaments as though not actually assured to the trustees or trustee of such trusts may at the time of my decease have been contracted to be acquired by purchase or exchange partition or otherwise but not including as hereditaments money or other property not being hereditaments at the time of my decease notwithstanding that the same may be liable to be invested in the purchase of hereditaments which parts of the said premises the trusts of which are now being declared and hereinafter referred to as 'the trust real and leasehold estate'

Upon trust for my said son William Horace Ashworth Royds his heirs executors administrators and assigns according to the tenure or nature thereof **And** as to the residue of the said premise including the purchase monies or money receivable on exchange or partition of any hereditaments part of the trust premises which though contracted to be sold exchanged or partitioned at the time of my decease may not have been actually assured and which residue of the said premises is hereinafter referred to as 'the trust personal estate' **Upon** trust to pay thereout the purchase moneys and moneys payable for equality of exchange or portion payable in respect of hereditaments contracted to be purchased or taken in exchange or partition at the time of my decease and included in the trust real and leasehold estate and the costs and expenses of the trustees of and incident to such purchase exchange or partition and the completion thereof and so as to exonerate the trust real and leasehold estate from the payment of such purchase and other moneys costs and expenses **And** subject thereto as to the trust personal estate **Upon** trust for my said son and my said daughter Mary Ashworth Royds their executors administrators and assigns in equal shares as tenants in common But if either of them shall die in my lifetime then the trust premises hereby appointed in trust for him or her so dying shall go and be for his or her children or child if any who shall be living at my death and shall either before or after my death attain the age of twenty one years or marry under that age and if more than one in equal shares as tenants in common and their his or her heirs executors administrators and assigns according to the tenure or nature thereof **And** in case either of them my said son and daughter shall die in my lifetime without leaving any child who shall be living at my decease and attain the age of twenty one years or marry under that age or in case my said son shall survive me and die under the age of twenty one years without leaving issue living at his decease then the trust premises hereby appointed in trust for him or her my said son or daughter so dying shall go and be held upon the trust hereby declared applicable to the trust premises hereby appointed in trust for the other of them and his or her children or child as aforesaid taking by substitution **And I declare** and appoint (so far as I lawfully can or may) that the trustees or trustee for the time being of the aforesaid trusts during the minority of any infant or infants for the time being beneficially interested in expectancy or otherwise by virtue of the provisions hereof in any of the property hereby appointed shall as regards such property have all the powers and authorities relating to the maintenance and education of such infant or infants the raising money for their his or her advancement or benefit the accumulation of surplus income the leasing of any lands or hereditaments or any minerals or other substances thereunder and the making contracts in relation thereto the accepting surrenders of leases the sale of any lands or hereditaments or exchange of same or the management thereof the mode of investment of any moneys or trust funds and otherwise relating to such property as are contained in or conferred by my said marriage settlement or are conferred on trustees by virtue of any statute **And I declare** and appoint (so far as I lawfully can or may) that the person or persons who shall under the appointment thereinbefore contained take the trust real and leasehold estate shall undertake all liability in respect of the said rent of forty three pounds fifteen shillings and lessees covenants reserved and contained in the hereinbefore mentioned lease of the twelfth day of February One thousand eight hundred and seventy three if and so

far as the same be a subsisting liability at the time of my decease **And I hereby** express my earnest desire (but so that the expression of my desire shall not import any trust or obligation but only my earnest wish and request) that the person or persons taking the trust real and leasehold estate will make such arrangements as will entirely relieve and exonerate the representatives of the said Charles Patrick and his estate and effects and my representatives and my estate and effects from all liability in respect of the said rent and covenants or under the hereinbefore mentioned Indenture of the twenty first day of February One thousand nine hundred **And whereas** John Ashworth deceased my paternal Grandfather previously to and up to the time of his death worked in copartnership with George Hargreaves and others certain Collieries known as the Rossendale and Baxenden Collieries under a lease or license from the Duke of Buccleuch and Queensbury **And whereas** since the decease of the said John Ashworth and by virtue of two Deeds of Covenant dated respectively the twenty third day of December One thousand eight hundred and sixty nine and the sixteenth day of August One thousand eight hundred and seventy seven and respectively relating to the distribution of shares of the profits of the said Collieries and of my marriage settlement dated the sixth day of May One thousand eight hundred and seventy three certain shares of the net profits of working the said Collieries have been yearly paid by the partners for the time being in the said Colliery concern unto the trustees for the time being of my said marriage settlement or otherwise to me or for my benefit **And whereas** under or by virtue of an agreement dated the thirtieth day of March One thousand eight hundred and ninety and made between John Hargreaves and Henry Hargreaves Bolton of the one part and myself and others of the other part the share of such net profits to be paid to me from the date thereof is fixed at four twenty fourths of one fourth part thereof **And whereas** it is intended and understood that such share in the net profits of the said Colliery concern should be continued after my decease to be paid and applied into or for the benefit of such persons being members of the family of the said John Ashworth as I should by will or codicil direct **Now therefore** I direct that in exercise of every power in anywise enabling me in this behalf appoint that from and after my decease the said the said (sic) share or other my part or share of and in the net profits of working the said Collieries or any other Collieries which may from time to time be worked along therewith or in lieu thereof shall be paid unto and equally between my said son and daughter But if either of them my said son and daughter shall die in my lifetime then the share of him or her so dying shall be paid unto his or her children or child if any who shall be living at my death and shall either before or after my death attain the age of twenty one years or marry under that age and if more than one in equal shares as tenants in common And in case either of them my said son and daughter shall die in my lifetime without leaving any child who shall be living at my decease and attain the age of twenty one years or marry under that age or in case my said son shall survive me and die under the age of twenty one years then the share of him or her so dying shall be paid to the other of them or in the case of the death of such other in my lifetime then to his or her children or child who shall be living at my decease and attain the age of twenty one years or marry under that age and if more than one in equal shares as tenants in common **And I declare** that if any child or grandchild of mine shall at my decease be under the age of twenty one years the share which would have

been payable to such child or grandchild if of full age shall be paid to the trustees or trustee for the time being of my said marriage settlement (whose receipt in writing therefor shall be a good and sufficient discharge to the persons or person paying he same) upon trust that they he or she shall during such minority accumulate the same at compound interest by investing the same from time to time as and when the same shall be received or as soon as conveniently thereafter and the resulting income thereof in any of the investments thereby authorised and in manner and with the power of varying investment directed concerning the trust funds therein comprised in augmentation and so as to follow the destination of such shares **Provided** nevertheless and I declare that the said trustees or trustee may pay or apply the whole or any part of their his or her discretion of the income or the capital of the share to which any child or grandchild shall for the time being be entitled in expectancy and would if of full age be entitled in possession under the provisions aforesaid for or towards his or her maintenance education advancement or benefit and may at the opinion of the said trustees or trustee pay the same into the hands of any parent or guardian of any such child or grandchild to be so applied but for the application whereof by such parent or guardian the said trustees or trustee shall not be responsible **I devise** and bequeath all estates which shall at my decease be vested in me as a trustee or mortgagee to my said husband and the said Clement Molyneux Royds or their heirs executors or administrators respectively according to the nature of the property upon the trusts and subject to the equities affecting the same respectively **And lastly** hereby revoking all former wills and codicils heretofore made by me **I declare** this to be and contain my last will and testament **In witness** whereof I the said Mary Alice Law the testatrix have to this my last will and testament contained in this and the preceding five sheets of paper set my hand this twenty fifth day of August One thousand nine hundred **Signed** by the said Mary Alice Law the testatrix as and for her last will and testament in the presence of us present at the same time who in her presence at her request and in the presence of each other have hereunto subscribed our names as witnesses (the word 'September' in the nineteenth line of the fourth sheet having been first struck out and the word 'February' substituted therefor.

Mary Alice Law

Marie Elizabeth Turner 58 Chaucer Road Bedford Spinster
D John Preston Solicitor Blackburn

On the 20th March 1902 probate of this will was granted at Lancaster to John Hargreaves Law and Clement Molyneux Royds Esquire MP the executors.