

**This is the last will and testament of me Charles Patrick** of Cloughfold in the Forest of Rossendale in the County of Lancaster Esquire whereby I revoke all previous Wills Codicils and Testamentary instruments made by me (but expecting another Will dated the twenty first day of December one thousand eight hundred and eighty nine relating to property in Canada and not in any way affecting the property hereby disposed of)

I bequeath to Elizabeth Ann Turner the wife of Robert Charles Turner (being a niece of my late wife) for her sole and separate use my carriages horses harnesses saddlery and static furniture and equipments and all my live and dead agricultural and farming stock.

I devise that my wines spirits liquors provisions and consumable stores shall as soon as conveniently may be after me decease be divided by my Executors between the said Elizabeth Ann Turner and Mary Alice Royds widow (another niece of my late wife's) in equal shares they my said Executors having absolute discretion as to the mode of making such division

I bequeath to my nephew George Sutton Patrick of Lindsay Ontario in Canada the son of my brother Thomas Chase Patrick my gold chronometer watch with the chain seals and appendages thereof and my signet ring and gold pencil case.

I bequeath to my friend Clement Molyneux Royds of Greenhill Rochdale the Masonic Ring bequeathed to me by his esteemed father.

I devise that all goods chattels and articles as have from time to time been given to me as presents by the said Elizabeth Ann Turner and Mary Alice Royds respectively shall at my decease be returned to the respective donors thereof and I bequeath the same accordingly

And subject to the aforesaid I bequeath to the said Elizabeth Ann Turner for her sole and separate use the portraits in oil of my Grandfather Boyce Combe by Sir Martin Archer Shee and of my late wife and myself by Brodie and all my furniture plate linen china glass books pictures and other articles of personal or domestic or household use or ornamental which at the time of my death be in or about my residence or the appurtenances thereof with the exception of my Milners Safe and Milners Fireproof Box which I bequeath to the said Mary Alice Royds

I give and devise Firstly the following lands hereditaments and premises in or near Cloughfold aforesaid namely so much and such part as lies upon the Northerly side of the Road or Highway which adjoins the house and premises in which I now reside and leads from Newchurch to Rawtenstall All that Farm or tenement commonly called the Cross Farm and other the lands hereditaments and premises were comprised and assured to me by virtue of an Indenture and Surrender respectively dated the twenty second day of April one thousand eight hundred and seventy nine the former being made between Robert Rockliffe of Liverpool Stationer of the first part Francis Hugh Rockliffe of Liverpool Stationer of the second part the said Robert Rockliffe and Francis Hugh Rockliffe of the third part and myself of the fourth part and the latter being made and passed by

the said Robert Rockliffe and Francis Hugh Rockliffe according to the custom of the Manor of Accrington New Hold in the said County of Lancaster Whereof the same premises were holden Together with the close of land called Cross Meadow situate on the Northerly side of the same road or highway being now in my own occupation and having been purchased by fee from the Trustees or Executors of the late Henry Nuttall Also the close of land called New Croft Meadow on the Holme now in my own occupation and adjoining the garden or pleasure ground of my said residence the same having formerly belonged to the Trustees of the Newchurch Chapel Estate Also the close of land called Saunders Height now in the occupation of John Edmundson the same having been surrendered and assumed to me by the Trustees and Executors of the late Frances Strong by a Surrender dated the nineteenth day of October one thousand eight hundred and fifty nine Also the close of land called Little Lee which was formerly part of the Hareholme Estate belonging to Mr Richard Ashworth and is now occupied along with Johnny Barn Farm by the said John Edmundson Also the two closes of land commonly called Hedge Lane Meadows and formerly called Higher Brown Hill and Lower Brown Hill being the same premises as were surrendered and assured to me by George Whitaker and others by a Surrender dated the thirteenth day of April one thousand eight hundred and seventy eight and being now occupied along with Johnny Barn Farm aforesaid Also the close of land called Brown Hill formerly in three closes being the same premises as were surrendered and assured to me by Robert John Chadwick Mitchell and Henry Hargreaves Bolton the younger by a Surrender dated the thirtieth day of July on thousand eight hundred and eighty three being also occupied along with Johnny Barn Farm aforesaid Also the Inn or public house called the Red Lion now in the occupation of John Pickup with the vacant land adjoining thereto and the two cottages upon the southerly side thererof occupied respectively by John Barnes and Richard Eatough the same two cottages having been purchased by me along with the Red Lion Inn and the Garden ground adjoining or near thereto now in the occupation of John Dawson Also the cottage situate opposite the front of the house in which I now reside the same having formerly belonged to John Simpson and being at present unoccupied Also the leasehold close of land called Far Snay Bank situate on the northerly side of the Highway leading from Rawtenstall to Bacup and which I hold the residue of a lease of nine hundred and ninety nine years granted by Thomas Walton Shead together with all plots of land formerly portions of the said close but which at my decease may have been demised upon ground rent with the several ground rents issuing or payable thereout Also all that farm or tenement situate and called Edgeside within the said Forest of Rossendale now in the occupation of Henry Ashworth and all cottages and other buildings thereon and the several parts of land formerly portions thereof but which at my decease may have been demised or anointed upon ground rent together with the several ground rents payable in respect of the same being the same premises one moiety whereof was surrendered to my by Henry Hargreaves Bolton and Cloment Molyneux Royds by surrender dated the twenty fourth day of September one thousand eight hundred and eighty five the other moiety whereof having been surrendered to me by Mary Bradbury and others by Surrender dated the fourteenth day of May one Thousand eight hundred and sixty seven and including in the premises thereby devised a yearly rent of three pounds payable in respect of a certain goil (sic) and also a piece of land now in

the occupation of John Holt as a yearly tenant adjoining another piece of land in respect of which a ground rent of twenty seven pounds is payable to me and to land of Henry Ashworth Also the close or tenement commonly called Acre Hill Fort situate at or near Edgeside aforesaid now in the occupation of Edward Pickup with the messuages or cottages thereon or near thereto which premises were surrendered and assured to me by virtue of an Indenture and Surrender respectively dated the twenty second day of April one thousand eight hundred and seventy nine upon a purchase thereof from James Hargreaves Together with all and singular buildings rents rights privileges easements and appurtenances by the said herebefore devised hereditaments or any of them belonging or in anywise appertaining unto and to the use of the trustees or trustee of the Settlement dated the thirteenth day on June one thousand eight hundred and seventy seven made in contemplation of the marriage of the said Elizabeth Ann Turner (formerly Elizabeth Ann Ashworth) and Robert Charles Turner upon the trusts and with under and subject to the powers authorities and provisions in the Indenture of Settlement of that date and expressed to be made between the said Robert Charles Turner of the first part and the said Elizabeth Ann Ashworth of the second part and myself and Henry Hargreaves Bolton of the third part delivered and contained concerning the real estate of the said Elizabeth Ann Turner thereby settled or such of the same trusts powers authorities and provisions as shall at the time of my death be subsisting or capable of taking office

And secondly I give and devise the following lands and hereditaments situate at or near Cloughfold aforesaid namely so much and such part as lies upon the southerly side of the said road or highway adjoining my present residence and leading from Newchurch to Rawtenstall of the said farm hereditaments and premises which were comprised in and assured to me by the said Indenture and Surrender of the twenty second day of April one thousand eight hundred and seventy nine including the dwellinghouse called 'Plantation House' with the stable and outbuildings and garden thereto belonging or adjoining and also the several ground rents payable in respect of portion of the said hereditaments and premises together with a small piece of land adjoining the said premises which by an Indenture dated the third day of February one thousand eight hundred and eighty one and made between the Rossendale Union Gas Company of the one part and myself of the other part was devised to me for the then residue of a term of nine hundred and ninety nine years And also the leasehold close of land called the Far Croft situate on the Southerly side of the said road or highway leading from Newchurch to Rawtenstall and which I hold for the residue of a term of nine hundred and ninety nine years granted by Charles Orff deceased and others Also the messuage or cottage adjoining or near thereto and now in the occupation of Charles Must Also the messuage or cottage situate in the Square at Cloughfold aforesaid and now in the occupation of Thomas Ormerod the same two cottages having been purchased by me along with the Red Lion Inn aforesaid Also the messuage or cottage situate in Cloughfold aforesaid formerly belonging to Richard Ashworth and adjoining another cottage occupied by John Dawson the same being now in the occupation of James Barlow Also the messuage or cottage adjoining or near to Far Croft Meadow aforesaid and now occupied by Richard Hargreaves the same having been purchased by me from

Mrs Mary Ann Driver being adjoined to the aforesaid Cottage in the occupation of the said Charles Musk Also the farm or tenement called Hargreaves Fold situate at or near Lumb in the said Forest of Rossendale now in the occupation of Samuel Pickles with five messuages or cottages belonging or near thereto being the same premises as were surrendered and assured to me by James Maden Holt and others by a Surrender and Indenture respectively dated the first day of June one thousand eight hundred and seventy seven Together with all parts of land formerly portion of the said close but which at my decease may have been devised upon ground rent with the several ground rents issuing thereon Also the close of land situate at or near Lumb aforesaid called the River Holm or part of Great Meadow now in the occupation of James Lord the same having been surrendered to me by the said James Maden Holt by surrender dated the twelfth day of November one thousand eight hundred and seventy four Also the several parts of land formerly portion of Great Meadow part of the Hargreaves Fold Estate situate near Lumb aforesaid and purchased by me from ?? Pickup and Hannah his wife and John Piccope and occupied in two several surrenders in and for the Manor of Accrington New Hold dated the sixteenth day of October one thousand eight hundred and seventy seven and the ninth day of January one thousand eight hundred and seventy eight with the several ground rents issuing thereon and buildings thereon Also the close of land called White Lake adjoining to and now added to Middle Bank Top Farm situate at or near Lumb aforesaid and now in the occupation of Joseph Barwell Together with all and singular buildings rents rights privileges easements and appurtenances to the said hereinbefore secondly devised hereditaments or any of them belonging or in otherwise appertaining unto and to the use of the trustees of trustee of the settlement dated the sixth day of May one thousand eight hundred and seventy three made in anticipation of the marriage of the said Mary Alice Royds with her late husband William Herbert Molyneux Royds upon the trusts and with under and subject to the powers authorities and provisions in the Indenture of Settlement of that date and expressed to be made between the said William Herbert Molyneux Royds of the first part and Mary Alice Ashworth Spinster (being the said Mary Alice Royds) of the second part myself of the third part and the said Clement Molyneux Royds and Ernest Edmund Molyneux Royds and myself of the fourth part declared and contained concerning the real estate of the said Mary Alice Royds thereby settled or such of the same trusts powers authorities and provisions as shall at the time of my death be subsisting or capable of taking effect

And thirdly I give and devise the farm or tenement called Bridge Clough farm situate in Tunstead and Wolfenden Booth in the said Forest of Rossendale and now in the occupation of Tattersall Edmund Law being the same premises as were surrendered and assured to me by George Hargreaves by a surrender and Indenture respectively dated the twentieth day of May one thousand eight hundred and seventy five together with all buildings rights easements and appurtenances thereto belonging or appertaining unto the said Robert Charles Turner for his own use absolutely

I bequeath unto the said Clement Molyneux Royds and Mary Alice Royds the sum of Two hundred pounds (free of duty) to be paid together with the duty thereon

out of such part of my estate as can lawfully be bequeathed for charitable purposes upon trust that they or the survivor of them or other the trustees or trustee for the time being of this my will shall invest the same in their his or her names or name in manners divested in the clause hereinafter contained relating to investments and with such powers of alteration and variation of investments thereof as mentioned in the same clause with powers to accommodate the interest and income and any part thereof by investing the same and the resulting income in like manner and as soon as conveniently may be after the death of the Reverend John Cross Jones now the Vicar or Incumbent of Saint Anne's Church in Edgeside in the said Forest of Rossendale or upon his otherwise vacating such Incumbency which ever shall first happen to call in and expend the said sum of Two hundred pounds together with the accumulations of interest thereonto such part of such accumulations as my trustees or trustee for the time being shall think fit but not exceeding in the whole the sum of two hundred and fifty pounds in putting in a Stained Glass East Window in Saint Anne's church aforesaid the subject to be taken from Saint Matthew's Gospel Chapter 2 verse 11 and the inscription thereunder to be as follows:- " To the Glory of God with most humble and hearty thanks for all His Goodness and Loving kindness to us and to all men Charles Patrick born 4<sup>th</sup> September 1814 Died Mary Ann Patrick born 15<sup>th</sup> September 1809 Died 17<sup>th</sup> September 1883 of Cloughfold". And I declare that the whole of the said sum of Two hundred pounds and of the accumulations in interest thereon shall not have been fully expended in respect of such Window then any balance thereof which may remain shall fall into and form part of my residuary estate.

And I devise that if necessary my assets shall be marshalled so as to leave such part of my estate as may lawfully be bequeathed for charitable purposes or a sufficient part thereof applicable to the payment of the said legacy of two hundred pounds and the legacy duty thereon Whereas John Ashworth deceased the Father of my said late wife previously and up to the time of his death worked in copartmanship with George Hargreaves and others certain collieries known as the Rossendale and Baxenden Collieries under a lease or licence from the Duke of Buccleuch and Queensbury And whereas since the decease of the said John Ashworth 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 my said wife and myself in equal shares until the death of my said wife and since her decease to myself for my own use under or in pursuance of certain agreements or Instruments in writing made and entered into for that purpose 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 my the said Charles Patrick the said Elizabeth Ann Turner Robert Charles Turner Mary Alice Royds Mary Ann Gosher and Thomas Gosher of the other part the share of such net profits to be paid to me from the date thereof is fixed at eight twentyfourths 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 confirmed after my death to be paid and applied into or for the benefit of such persons being members or connections of the family of the said John Ashworth as I should by Will or Codicil decide Now therefore I devise that from and after my decease the said share or other my part

of 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 to the said Clement Molyneux Royds and Mary Alice Royds or the survivors of them or other the trustees or trustee for the time being of this my Will and shall be held by the him or her upon the trusts following and I give and bequeath the same accordingly namely upon time in the first place to pay therein to the said Elizabeth Ann Turner during the five years next following my decease or during so much of that period as she shall live the yearly sum of one hundred and fifty pounds (free of duty) commencing from my death and to be payable half yearly and the first payment to be made at the expiration of six calendar months after my death such annuity being intended by me by way of compensation for the yearly ground rent issuing out of the leasehold close of land called Far Snay Bank heretofore bequeathed and subject thereto Upon trust

As to one eighth part of the said Colliery profits for Mary Ashworth Royds the daughter of the said Mary Alice Royds and a Great grandchild of the said John Ashworth in case and when she shall attain the age of twenty one years and as to one other eighth part thereof for William Horace Ashworth Royds the son of the said Mary Alice Royds and also a great grandchild of the said John Ashworth in case and when he shall attain the age of twenty one years And subject as aforesaid my said trustees or trustee shall hold my said part in share In trust for the three children of the said Elizabeth Ann Turner who are also great grandchildren of the said John Ashworth in equal shares as tenants in common But if any of such children shall die during my lifetime or afterwards under the age of twenty one years the In trust as to as well the share originally limited under the preceeding trust as the share or shares y virtue of this present trust limited to and and every such child so dying as aforesaid for the others or other such children of the said Elizabeth Ann Turner and if more than one in equal shares

And I declare that during the suspense of absolute vesting of the share to which any child shall for the time being be entitled in expectancy under the trusts hereinbefore contained and to which such child if of full age would be absolutely entitled me said trustees or trustee shall accumulate such share in the aforesaid Colliery profits 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 interest thereof in their his or her names or name in any of the investments authorised by and in manner directed in the clause hereinafter contained relating to investments and with such power of alteration and variation of investments as mentioned in such clause in augmentation and so as to follow the destination of such share Provided nevertheless and I declare that my 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 shall for the time being be entitled in expectancy and would if of full age be entitled in possession under the trusts hereinbefore declared for or towards his or her maintenance education advancement or benefit without regard to the ability of his or her parent or parents to afford such maintenance and may at the option of

my said trustees or trustee pay the same into the hands of any parent or guardian my said Trustees or Trustee shall not be responsible

And subject and without prejudice to the trusts and provisions aforesaid and subject also to the payment of my debts funeral and testamentary expenses I give and devise and bequeath all my real and personal estate and effects whatsoever (except such parts of such real and personal estate as is comprised in my said other hereinbefore mentioned will relating to property in Canada) and not in any way affecting the property hereby disposed of unto the said Clement Molyneux Royds and Mary Alice Royds their heirs executors administrators and assigns respectively according to the nature hereof Upon trust as to one moiety of half part thereof for the said Mary Alice Royds absolutely And the remaining moiety or half part thereof In trust for such person or persons for such properties and in such manner as the said Elizabeth Ann Turner shall from time to time whether ? or sole by any deed or deeds revocable or irrevocable or any notes Instrument or Instruments in writing or by Will or Codicil appoint and in default of such appointment and so far as any such appointment shall not extend upon trust to pay the net rents profits interest dividends and annual proceeds thereof after payment of all outgoings and expenses which may be payable or which the Trustees or Trustee for the time being of this my Will may think fit to pay thereout to the said Elizabeth Ann Turner during her life for her sole and separate use without power of anticipation and after the death of the said Elizabeth Ann Turner In trust for the said Elizabeth Ann Turner her heirs executors administrators and assigns absolutely

And it is hereby declared that the consideration money arising from any sale or other disposition under the power of appointment hereinbefore contained and not appropriated or appointed by the said Elizabeth Ann Turner to or in favour of any person or persons shall be received by my said Trustees or Trustee and invested in their his or her name or names in or upon any of the investments authorised by and in manner directed by the clause hereinafter contained relating to investments and with such power of alteration and variation of investments as mentioned in such clause And that all moneys so invested as aforesaid shall be subject to the power of appointment trusts and provisions herein expressed or declared concerning the property in respect of which the same shall have arisen

I authorise my trustees or trustee to invest any monies which may at any time be in their his or her hands and requiring investment under the trusts and provisions of this my Will and any Codicil hereto in their his or her names in or upon any of the public stocks of funds or Government securities of Great Britain or India or America or all interest upon freehold copyhold or leasehold securities in England Scotland or Wales (such leasehold securities having an absolute term of at least sixty years to run) or in the stock of the Bank of England or in the bonds debentures stock or other security of any body corporate or public body authorised to borrow money or upon the debentures or debenture stock or other stock or shares of any Company for making maintaining or carrying on any Railway Canal Navigation Waterworks or Gas Works or other similar public undertaking within the United Kingdom or India or America paying dividends on

its ordinary stock or share capital or on which a fixed minimum rate of interest or dividends is secured or guaranteed by the same or any other Company or by the Government of India or America but not in any other mode of investment with power to the said trustees or trustee to alter vary and transpose all or any of the said investments for or unto any other or others of the description aforesaid from time to time at their his or her discretion Provided always and I hereby declare that it shall be lawful for the trustees or trustee for the time being hereof at any time or from time to time to affect a partition or apportionment of my residuary real and personal estate and premises in the condition of investment in which the same may respectively happen at the time to be into shares for the purpose of answering the trusts hereinbefore contained concerning the respective interests into which my said residuary real and personal estate and premises are hereinbefore directed to be divided by way of substitution for such respective interests and for that purpose to allow any portion of such estate and premises as the equivalent of any such interest or any part thereof and to determine or assume in such manner and upon such grounds as my said trustees or trustee shall in there his or her absolute discretion thing fit the value for the purpose of such partition and apportionment of every or any part of such estate and premises And I devise and bequeath all estates vested in me as a Trustee or Mortgage unto the said Clement Molyneux Royds and Mary Alice Royds their heirs executors administrators respectively according to the nature thereof subject to the trusts and equities affecting the same respectively but so that the money serve by any mortgage shall form part of my personal estate

And I appoint the said Clement Molyneux Royds and Mary Alice Royds Executors of this my Will In witness whereof I the said Charles Patrick have hereunto and to the ten preceding sheets of paper set my hand this thirtieth day of January one thousand eight hundred and ninety one Signed by the said Charles Patrick the testator for his last Will and Testament in the presence of us present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses:

W.C.Alston Farm Bailif Cloughfold  
D John Preston Solicitor Blackburn



**This is a Codicil** to the will of me Charles Patrick of Clough Fold in the Forest of Rossendale in the County of Lancaster Esquire which will bears date the thirteenth day of January one thousand eight hundred and ninety one and relates to my property elsewhere than in Canada Whereas I have by my said Will devised a close of land called Saunders Height situate in Clough Fold aforesaid which was surrendered and assigned to me by the representatives of the late Frances Strong unto the trustees of trustee of the Settlement dated the thirteenth day of June one thousand eight hundred and seventy seven made on the marriage of Elizabeth Ann Turner ( a niece of my late wife) with Robert Charles Turner upon the trusts of such Settlement (which Trustees or Trustee are hereinafter referred to as 'The said Turner Trustees' and I have by my said Will devised certain lands near thereto unto the Trustees or Trustee of the Settlement dated the sixth day of May one thousand eight hundred and seventy three made upon the marriage of Mary Alice Royds (another niece of my said late wife) with her late husband William Herbert Molyneux Royds upon the trusts thereof (which said Trustees or Trustee are hereinafter referred to as 'The said Royds Trustees') And whereas I have recently make borings for water upon the said Saunders Height Close and have constructed a cistern or small reservoir thereon for impounding the same and have laid down pipes for conducting such water to neighbouring lands and premises And whereas I am desirous that such water shall be available and used upon and for the benefit as well of the lands and premises of the said Royds Trustees as of the lands and premises of the said Turner Trustees and that all profits and income which from and after the time of my death may be payable by any person or persons in respect of the use of such water upon or for the purposes of any other lands or premises shall be divided between the said Turner trustees and the said Royds trustees equally Now therefore I do hereby revoke the said devise of the said Saunders Height Close in my said Will contained And do hereby give and devise the same close of land with its appurtenances as to one undivided moiety thereof and of all profits and income which may from and after my decease be payable by any person or persons in respect of the user of water therefrom upon of for the purposes of any lands or premises which shall not then become the property of the said Turner Trustees or the said Royds Trustees Unto the said Turner Trustees upon trust and with and subject to the powers authorities and provisions in the said Indenture of Settlement of the thirteenth day of June one thousand eight hundred and seventy seven devised and concerning the real estate of the said Elizabeth Ann turner thereby settled or such of them as shall at the time of my death be subsisting or capable of taking office And as to the other undivided moiety of the same close of land profits and income unto the said Royds Trustees Upon the trusts and with and subject to the powers authorities and provisions in the said Indenture of Settlement of the sixth day of May one thousand eight hundred and seventy three declared and contained concerning the real estate of the said Mary Alice Royds thereby settled or such of them as shall at the time of my death be subsisting or capable of taking office And so that the said Turner trustees and the said Royds trustees respectively shall have full power and authority at any time or times without obtaining the consent of the other or others to lay down and afterwards maintain cleanse and repair the said Saunders height Close and any parts thereof all such outworks and lines of pipes as the respectively may deem requisite or proper for conveying water thereupon to any

other lands or premises of or in which they may respectively from time to time be possessed or in any manner interested as such Trustees as aforesaid and to use or dispose of such water in or upon such lands and premises in any manner they may respectively think fit and to do all such acts and things in relation thereto as they may respectively deem requisite and in all other respects I confirm my said Will **In Witness** whereof I have hereto and to the preceding sheet of paper set my hand this twenty eight day of September one thousand eight hundred and ninety one **Signed** by the said Charles Patrick the testator as and for a Codicil to his last Will and Testament in the presence of us present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses

Charles Patrick

William Aslton, Farm Bailif

D John Preston Solicitor Blackburn

**This is a Second Codicil** to the last Will and Testament of me Charles Patrick of Clough Fold in the Forest of Rossendale in the County of Lancaster Esquire which Will bears date the thirtieth day of January one thousand eight hundred and ninety one and relates to my property elsewhere than in Canada Whereas I have by my said Will devised the farm or tenement called Bridge Clough Farm situate in Tunstead and Wolfenden Booth in the said forest of Rossendale and then in the occupation of Tattersall Edmund Law being the same premises as were surrendered and assured to my by George Hargreaves by a Surrender and Indenture respectively dated the twentieth day of May one thousand eight hundred and seventy five together with all buildings rights easements and appurtenances thereto belonging or appertaining unto Robert Charles Turner for his own use absolutely Now I do hereby revoke the said devise to the said Robert Charles Turner of the said Farm or tenement hereditaments and premises and do hereby give and devise the same unto and to the use of the trustees or trustee of the Settlement dated the thirteenth day of June one thousand eight hundred and seventy seven made in contemplation of the marriage of Elizabeth Ann Turner (formerly Elizabeth Ann Ashworth) and the said Robert Charles Turner Upon the trusts and with under and subject to the powers authorities and provisions in the Indenture or Settlement of that date and expressed to be made between the said Robert Charles Turner of the first part the said Elizabeth Ann Ashworth of the second part and myself and Henry Hargreaves Bolton of the third part declared and contained concerning the real estate of the said Elizabeth Ann Turner thereby settled or such of the same trusts powers authorities and provisions as shall at the time of my death be subsisting or capable of taking effect And in all other respects I confirm my said Will and the Codicil thereto **In witness** whereof I have hereunto set my hand this sixth day of April one thousand eight hundred and ninety four

**Signed** by the said Charles Patrick as and for a codicil to his last Will and Testament in the presence of us present at the same time and who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses

Charles Patrick

William Markland, Saddler, Rawtenstall

D John Preston, Solicitor, Blackburn

On the twenty fifth day of May 1895 Probate of this Will and two Codicils was granted at Lancaster to Clement Molyneux Royds Esquire and Mary Alice Royds Widow the Executors

Gross value of personal estate £5937. 2.3

Net value of personal estate £4106.17.0