



ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 120.

An Act to enable the Trustees of the Will of *Thomas Peter Legh* Esquire, deceased, to grant Building and Repairing Leases of certain Estates in the Parish of *Warrington*, and in the Township of *Bleakley* near *Manchester*, in the County of *Lancaster*, and to accept Surrenders, and for appointing of new Trustees, and for other Purposes.

[18th June 1808.]

WHEREAS *Thomas Peter Legh*, late of *Lyme* in the County of *Chester*, Esquire, deceased, was at the Date and Publication of his last Will and Testament herein-after recited, and at his Death seised to him and his Heirs in Fee Simple of divers Messuages, Lands, Tenements, and Hereditaments in the Town and Parish of *Warrington* in the County of *Lancaster*, and in the Township of *Bleakley* near *Manchester*, in the said County of *Lancaster*, and by his last Will and Testament in Writing duly executed and attested for the Devise of Lands of Inheritance, and bearing Date on or about the Twenty-sixth Day of *April* One thousand seven hundred and ninety-seven, ordered and directed all his just Debts, Funeral Expences, and the Charge of the Probate to be paid, and with the Payment thereof he charged and made chargeable his Real as well as Personal Estate; and the said Testator gave, devised, and bequeathed unto his Mother *Elizabeth Charlotte Legh* (since deceased) the Mansion-house of *Golborne Park*, with all the Lands held therewith, together with the Furniture, Plate, and Linen, and all the Stock of Cattle and Horses that should be upon the Estate at the Time of the said Testator's Death, together with One Annuity of One thousand Pounds

[*Loc. & Per.*]

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Will of *Thos. Peter Legh*, Esquire, dated 26th April 1797.

during her Life; and subject thereto the said Testator gave and devised unto *Richard Croffe* Esquire (who hath since assumed and taken the Surname of *Legh* by virtue of the Royal Sign Manual) and the Reverend *George Heron*, all and every his Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, upon Trust that they or their Heirs should raise by Mortgage the several Sums in his said Will and herein-after mentioned, that is to say, the Sum of Ten thousand Pounds for the Testator's natural Son *William*, and the Sum of Five thousand Pounds for each of his natural Daughters therein and herein-after named, when they should severally attain their respective Ages of Twenty-one Years or marry; but the said Testator directed that if they should die under Age and unmarried, the Legacy should sink into and become Part of the Residue of his Estate; and he ordered and directed that the said several Sums should carry Interest, and that his said Trustees should apply so much of the Interest as they should think proper towards the Education and bringing up of his said Children respectively; and he gave and devised to *Mary Allen* the House she then lived in (being a House situate in *Golborne* in the said County of *Lancaster*) with all the Furniture and Land she then held, and the Cottages which the said Testator purchased from *John Taylor* (being Cottages situate in *Golborne* aforesaid) during her natural Life, and also an Annuity of Fifty Pounds Half-yearly; and he gave and bequeathed unto each of his Servants a Year's Wages (being Legacies which have been discharged); and ordered and directed his said Trustees and their Heirs to apply the Rents and Profits of all his said Estates for the Payment of his Debts and Legacies, until his natural Son *Thomas Legh* should attain his Age of Twenty-one Years, and when he should have attained his said Age the Testator gave, devised, and bequeathed unto his said Son *Thomas* and his Assigns, all his Real Estate whatsoever, to hold the same unto his said Son *Thomas* and his Assigns during the Term of his natural Life, and from and after the Determination of that Estate by Forfeiture or otherwise, he gave, devised, and bequeathed the same unto the said *Richard Legh* and *George Heron* and their Heirs during the Life of his said Son *Thomas*, upon Trust to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit his said Son *Thomas* and his Assigns to hold and enjoy the same during the Term of his natural Life; and from and after his Decease the said Testator gave, devised, and bequeathed the same unto the First Son of the Body of his said Son *Thomas* and the Heirs Male of such First Son lawfully issuing, and in Default of such Issue to the Second, Third, Fourth, and every other Son and Sons of his Son *Thomas*, and the Heirs Male of their respective Bodies, the eldest of such Sons and the Heirs Male of his Body being always to be preferred, and take before the younger of such Sons and the Heirs Male of his Body; and in Default of such Issue he gave, devised, and bequeathed, all his said Real Estates unto his natural Son *William*, in the same Manner as he had settled the same upon his Son *Thomas*; and in Default of such Issue he gave and devised the same unto his sister *Martha Anne Ormerod*, therein called *Mistress Ormerod*, and her Assigns during her natural Life, and after her Decease he gave and devised the same unto her Daughter *Charlotte Anne Ormerod*, therein called *Charlotte Ormerod*, and her Assigns, in the same Manner as he had settled the same upon his Sons *Thomas* and *William*; and in Default of such Issue

Issue he gave and devised the same unto each of his natural Daughters successively according to their Seniority, in like Manner as he had before settled it; and in Default of such Issue he gave and devised the same unto his Cousin *George Anthony Legh Keck*, in like Manner as he had before limited it to his said Sons; and in Default of such Issue he gave and devised the same unto his own right Heirs; and he directed that his said Sons might, as they should respectively succeed to the Inheritance of his said Estates, charge the same with any Sum of Money not exceeding Twenty thousand Pounds for the Portions of Daughters or younger Sons, and with any Jointure not exceeding One thousand Pounds *per Annum*; and the said Testator directed that the Savings of his Estates should accumulate (after the necessary Expences of supporting his Mansion-houses and his Debts and Legacies were paid) and go to the Person who should succeed to his said Estates, and appointed the said *Richard Legh* and *George Heron* Executors: And whereas the said Testator departed this Life on or about the Seventh Day of *August* One thousand seven hundred and ninety-seven, without having altered or revoked his said herein-before in Part recited last Will and Testament, leaving the said *Martha Anne Ormerod* his Sister and Heir at Law: And whereas the said Testator *Thomas Peter Legh* left his said natural Sons *Thomas Legh* and *William Legh*, and his Four natural Daughters in his said Will named, and afterwards called *Maria Legh*, *Emma Legh*, *Mary Legh* and *Margaret Legh*, his said Sons and Daughters having severally assumed and taken the Surname of *Legh* under and by virtue of the Royal Sign Manual: And whereas under and by virtue of an Order of the High Court of Chancery, made and pronounced on or about the Nineteenth Day of *December* One thousand eight hundred, in a Cause depending in the said Court, wherein the said *Richard Legh* and *George Heron* were Complainants, and the said *Martha Anne Ormerod*, *Elizabeth Charlotte Legh*, *Thomas Legh*, and others, were Defendants, it was ordered that the said *Richard Legh* and *George Heron* should be appointed Guardians of the said *Thomas Legh*, *William Legh*, *Maria Legh*, *Emma Legh*, *Mary Legh*, and *Margaret Legh*, during their respective Minorities; and all of them except the said *Maria Legh* are yet Infants: And whereas the said *Maria Legh* hath intermarried with and is now the Wife of *Thomas Claughton* Esquire, but there is not any Issue of their Marriage now living: And whereas the said *Charlotte Anne Ormerod* hath departed this Life, having first intermarried with *John Hargreaves* Esquire, by whom she hath left Issue One Son only named *John*, of the Age of Four Years or thereabouts, and the said *John Hargreaves* is the natural Guardian of his said Son; and the said *George Anthony Legh Keck* hath no Issue: And whereas the Towns of *Warrington* and *Manchester* have of late Years very greatly increased in Trade and Number of Inhabitants, and in consequence thereof an Increase of Buildings is much wanted in the said Towns and in the Neighbourhood thereof respectively, and the Lands and Premises late of the said *Thomas Peter Legh*, situate within the said Parish of *Warrington*, and in *Bleakley*, near *Manchester* aforesaid, are for the most Part from their Situation very proper and convenient to be built upon: And whereas divers Parts of the said Lands and Premises late of the said *Thomas Peter Legh*, within the said Parish of *Warrington* and in *Bleakley*, near *Manchester* aforesaid, have been formerly granted out upon Leases for One, Two, or Three Lives, or for Years determinable upon the Death of One, Two, or Three Person or Persons, and many of the said Leases are yet in Existence, but the several Persons for whose Lives the same are holden

Death of the
said Testator.

Order of the
Court of Chan-
cery on the
19th Decem-
ber 1800, ap-
pointing
Guardians of
the Infants.

The Towns of
Warrington
and *Manches-
ter* increased.

Testator's
Estates for-
merly granted
out upon
Leases for
Lives.

or

Applications
made for the
Renewal of
such Leases.

No Power of
appointing
new Trustees.

Power of
granting
Building Leases
beneficial
to the Persons
interested.

Power to
grant Build-
ing Leases,
&c.

or on whose Deaths the said Leases are determinable are considerably advanced in Years, or the said Leases in some Instances depend only upon One or Two Lives, and the several Persons entitled to the beneficial Interest in such Leases are deterred from erecting any Buildings or making other Improvements upon the Lands and Premises so holden, although the same are most conveniently adapted from their Situation in and near to the said Towns of *Warrington* and *Manchester*, for such Improvements, and the Houses and Buildings therein are for the most Part very ruinous and decayed, and require to be taken down and rebuilt or otherwise substantially repaired: And whereas many of the Lessees of the said Lands and Premises are anxious and have made frequent Applications for the Renewal of such Leases, and the present Rental of the said Lands and Premises might be much increased and the Property itself greatly improved and augmented in value in case such Leases could be renewed: And whereas no Power of appointing new Trustees is contained in the said recited Will, and it will be convenient and for the Benefit of all Persons interested in the said devised Estates that the want of that Power should be supplied: And whereas the making of Leases of Lands for building upon within the said Parish of *Warrington* and in *Bleakley* near *Manchester* aforesaid, upon a certain Rent to be reserved in such Leases, would tend greatly to the Benefit and Improvement of the Lands and Estates late of the said *Thomas Peter Legh*, and to the Advantage of all Persons interested in the same Estates; and the Renewal of the subsisting Leases or the Acceptance of Surrenders of the present Leases for the Purpose of granting new Leases thereof, upon the Terms of having new Houses and Buildings erected on the demised Premises or the old Houses and Buildings substantially repaired, would also be greatly for the Benefit of the Persons interested in the same Lands; and the said *Richard Legh* and *George Heron*, and also the said *Martha Anne Ormerod*, *John Hargreaves* the Father as such Guardian, *Thomas Claughton* and *Maria* his Wife and *George Anthony Legh Keck*, are desirous that such Leases for Lives should be renewed and such other Leases made as aforesaid, and that there should be a Power to appoint new Trustees; but forasmuch as the same cannot be effected without the Aid and Authority of Parliament, Your Majesty's most dutiful and Loyal Subjects, the said *Richard Legh* and *George Heron*, on Behalf of the Infant Children of the said *Thomas Peter Legh*, *Martha Anne Ormerod* and *John Hargreaves* the Father (on Behalf of his Infant Son) *Thomas Claughton*, and *Maria* his Wife, and *George Anthony Legh Keck*, 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 from and after the passing of this Act, it shall and may be lawful to and for the said *Richard Legh* and *George Heron* and the Survivor of them, his Executors or Administrators, from Time to Time and at all Times, with the Consent and Approbation of the Person or Persons who for the Time being and from Time to Time shall be in the Possession of or entitled to the Rents of the Houses, Buildings, or Lands to be granted, demised, or leased as hereinafter mentioned, from Time to Time pursuant to the Powers hereinafter contained, in case such Person or Persons respectively shall be of the Age of Twenty-one Years, and if under that Age then during the Minority of such Person or Persons respectively, with the Consent of his, her, or their Guardian

Guardian or Guardians for the Time being, whether such Guardian or Guardians shall be a Guardian or Guardians appointed by the High Court of Chancery, by Will, by Socage or by Nature (such Guardians to be preferred in the Order in which they are named) by Indenture or Indentures to be sealed and delivered by the said *Richard Legh* and *George Heron*, or the Survivor of them, his Executors or Administrators, and with such Consent as aforesaid, to demise and lease all or any Part of the said Lands and Premises situate and being within the said Parish of *Warrington* and in *Bleakley* near *Manchester* aforesaid, and mentioned in the Schedule to this Act, unto such Person or Persons as is, are or shall be willing to build upon, rebuild, or substantially repair and improve the same, for any Term or Number of Years not exceeding Ninety-nine Years, absolutely or determinable on the Death of any One, Two, or Three Person or Persons, with Liberty for the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings, if any standing upon the Premises in such Lease or Lease-, to be respectively comprised, and to convert and dispose of the Materials thereof to such Uses and Purposes as shall be in such Leases respectively mentioned, and also to lay out and appropriate any Part of the Premises comprised in such Lease or Leases as and for a Garden or Gardens, Way or Ways, Passage or Passages for the Use and Convenience of such Lessee or Lessees and other the Tenants and Occupiers of the said Premises, in such Manner as in the said Lease or Leases shall be also mentioned and agreed upon; so as every such Lease shall be made of the said Premises in order that the same or some Part thereof may be, or in Consideration that the same or some Part thereof hath in pursuance of some Agreement for that Purpose been built upon, rebuilt or otherwise substantially repaired and improved; and so as in every such Lease there shall be reserved and made payable Half-yearly or oftener during the Continuance thereof to the said *Richard Legh* and *George Heron*, their Heirs or Assigns, or the Person or Persons for the Time being beneficially entitled to the Rent of the said devised Estates to be comprised in such Lease or Leases respectively, the best and most improved Yearly Rent and Rents, not less than at the Rate of One Penny a Year, for every square Yard of Ground comprised in such Lease or Leases respectively, that at the Time of contracting for such Lease or Leases respectively can be reasonably had or gotten for the same Premises respectively, without taking any Sum or Sums of Money or other Thing by way of Fine, Income, or Foregift for or in respect of such Lease or Leases respectively; and so as in every such Lease there shall be contained a Clause of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved; and so as the Person or Persons respectively to whom such Lease or Leases shall be made shall seal and execute a Counterpart or Counterparts of the Indenture or Indentures of such Lease or Leases, and enter into Covenants to build and keep in Repair the Messuages, Erections, and Buildings intended and agreed to be erected and built upon the Premises, and also in a firm and substantial Manner to rebuild and repair the Messuages and Buildings now built and agreed, or intended to be only rebuilt and repaired, and from Time to Time when there shall be Occasion to take down and rebuild the same, and shall enter into such other Covenants, Clauses, Conditions, Stipulations, Provisoos, and Agreements, as by the Person or Persons making such Leases shall be deemed reasonable and proper for the Improvement and Support of the said Estate of the said Testator to

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SCHEDULE—continued.

TENANTS.	NAME OF ESTATE.	RENTS.	MEASURE.
		£. s. d.	A. R. P.
Hodgkinson, Mary	House, Part of Molyneux's	0 2 0	0 0 4 $\frac{1}{2}$
Do.	Two Fields of Do.	0 2 0	2 3 19
Johnson, John	Cook's	0 7 0	0 0 7
Kay, Elizabeth	—	0 10 0	{ Seven hundred and four square Yards.
Lyon, Thomas, Esq.	Watkins	0 18 8	6 3 13
Do.	Clayton	1 5 6	15 3 15
Do.	Golden Horse-shoe	0 9 2	2 0 8
Do.	Warehouse	8 5 0	0 0 16 $\frac{1}{2}$
Do.	Road to Cooper's	0 2 6	0 0 0
Do.	Part of Travis	0 13 0	0 0 0
Leigh, Thomas	Jolley and Locker's	14 0 0	0 0 3
Litton, John	Mrs. A. Legh's	3 0 0	0 0 0
Mather, Richard	Battersby Field	10 10 0	1 2 31
Claughton, Thomas, Esq.	Late Crossley's	113 0 0	6 0 29 $\frac{3}{4}$
Do.	Tidmuff's	0 6 0	0 3 28
Newtons, Reverend	Corn Market	2 10 0	21 1 14
Kenedy, Josiah	Late Nickson's	35 0 0	0 0 4 $\frac{1}{4}$
Orford, Dr.	House, Sankey street	0 5 6	0 0 2
Claughton, Thomas, Esq.	School Field	0 1 0	1 0 18
Orrett, William, Esq.	Ram's Head	1 0 6	0 0 35
Thomas Cave, Joseph Anderson, Joseph Hayhurst, and Charles Whittaker	—	—	—
Peers, John	Plumber's Arms	0 10 0	0 0 10
Pemberton, Dr.	Hurst's	0 6 5	0 1 30
Percival, Dr.	—	0 10 0	2 0 16
Pickton, Ralph	Stretches	12 0 0	0 0 22
Patten, Peter, Esq.	Turner's	35 0 0	2 0 12
Do.	White Cross	1 12 2	22 2 12
Do.	Six Acres	0 12 0	5 1 22
Do.	Owen's	0 12 4	5 0 38
Do.	Worsley's	1 8 9	8 1 28
Do.	Cheshire's	0 6 6	9 0 27 $\frac{1}{4}$
Pierpoint, James	Small Garden	1 1 0	—
Riley, Thomas	Loughlane	0 2 0	0 2 36
Rowland, Thomas	Lythgoes	6 6 0	—
Roby, Peter	Part of Travis	2 6 0	—
Smith, William	—	12 0 0	3 2 12
Shaw, Mary	Part of Travis	2 0 0	—
Smith, Thomas	—	0 5 0	0 0 16
Sherlock, Samuel	—	2 0 0	0 2 1 $\frac{1}{2}$
Simpson, Mark	Woolpack	0 2 0	0 0 19
Travis, John	Part of Travis	2 1 0	—
Topping, James, Esq.	Late Mrs. A. Legh's	20 0 0	2 0 28
Do.	New House	1 1 0	{ 2,586 square Yards.
Tomlinson, Enoch	—	0 8 0	0 0 2
Woolrich, Thomas	—	9 0 0	{ 1,482 square Yards.
Kerfoot, Mr.	Dole in Arpley	0 2 0	0 3 0
Wilson, Joseph	Leadbeater's	0 5 2	0 0 2
Whishaw, Hugh	Oldham's	0 8 0	0 2 8
Woodcock, John	Summer House	1 0 0	0 0 24
Widders, Peter	Late Br. Lee's	35 0 0	0 0 0
Worrall, Mr.	—	16 4 0	0 0 0
Lee, Brunton's Heirs	Barley Mow	0 15 0	0 0 20
Blackburne, Isaac, Esq.	Pickerings and Birds	—	0 1 17 $\frac{1}{2}$
Late John Higginbotham	Donbavands	0 1 6	0 0 12
Lee, Thomas	—	0 2 6	0 3 29
Whitnall's, Robert Heirs	Tomlinson's	0 2 0	0 0 11
Bancroft, John	Late Jonathan Atherton's	4 10 0	0 2 35
Total —		719 10 8	183 1 26 $\frac{3}{4}$

The SCHEDULE—continued.

In the TOWNSHIP of BLEAKLEY.

Divers Messuages, Buildings, Lands, and Hereditaments, now or late in the Possession of the several Persons hereinafter mentioned, or of their Undertenants; containing in large Cheshire Measure the several Quantities of Land or thereabouts (be the same more or less) and let at the several Rents set forth in the Columns hereunto annexed.

TENANTS.	NAME OF ESTATE.	RENTS.	MEASURE.
		£. s. d.	A. R. P.
Barlow, Thomas, Executors	Hodges	2 — —	2 1 21
Booth and Ireland	Watercourse	30 — —	—
Clegg, John	Cloughbottom	45 — —	32 — 1
Dawson, James	—	— 14 —	— — 8
Fletcher, John	Horrocks	1 10 —	2 1 18
Howard, Edward	Smithy	— 2 —	— — 3
Kay, Widow	Carvin's Cottage	3 12 —	— 3 22
Ogden, James	Potter's Cottage	— 5 —	— — 5
Scholes, Mary, Executors	Hunt's Green	— 4 —	— — 19
Reason, Robert	—	1 — —	— — 28
Scholes, Robert	Demefne	70 — —	82 2 25
Ditto	Ogden's	13 5 —	17 1 17
Ditto	Edge's Cottage	1 10 —	— — 34
Ditto	Reason's	1 5 —	— — 27
Scholes, Joseph	Dawson's	11 — —	10 — 9
Ditto	White Lion	— 10 —	— — 39
—, Joseph	For Royle's Cottage	— 4 —	— — 5
Travis, Robert	Royle's Cottage	— 6 —	— — 2
—, James	Jack Hill	— 4 —	— — 16
Upton, John	Plants	22 — —	29 — 30
Total		204 11 —	178 — 19

The Remainder of the Estates devised by the Will of the said *Thomas Peter Legh*, subject to the Annuity of Fifty Pounds per Annum to the said *Mary Allen*, and not directed to be leased by the Powers of this Act, are of the annual Value of Ten thousand Pounds and upwards.

John Ashton.

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Printers to the King's most Excellent Majesty. 1808.

