



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 37.

An Act to enable the Right Honourable *Thomas* Earl of *Wilton*, and the Person or Persons for the Time being entitled to the Estates devised by or standing limited to the Uses of the Wills of the Right Honourable *Thomas* late Earl of *Wilton* and the Right Honourable *Eleanor* late Countess of *Wilton*, both deceased, to make Conveyances in Fee or Demises for any long Terms of Years of certain Parts of the said Estates, for building on or improving the same, under reserved yearly Rents. [15th July 1837.]

WHEREAS by an Act of Parliament made and passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act to enable the Right Honourable Eleanor Countess Grosvenor and the Person or Persons for the Time being entitled to the Estates devised by the Wills of the Right Honourable Thomas late Earl of Wilton, and the Right Honourable Eleanor late Countess of Wilton, both deceased, to make Conveyances in Fee or Demises for long Terms of Years of certain Parts of the said Estates, for building on or improving the same, under reserved yearly Rents,* 5 G. 4. c. 11.
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reciting (amongst other things) that under and by virtue of an Appointment in the Nature of a Will made and executed by the Right Honourable *Eleanor* late Countess of *Wilton* deceased, then the Wife of the Right Honourable *Thomas* late Earl of *Wilton*, also deceased, and bearing Date the Thirteenth Day of *July* One thousand eight hundred and seven, (being an Appointment made by the said Testatrix under certain Powers of Appointment vested in her under her Marriage Settlement therein recited, and all other Powers and Authorities whatsoever in anywise enabling her in that Behalf,) and by virtue of a Republication of the said Will or Appointment made by the said Testatrix by a Codicil thereto duly executed by her, and bearing Date the Eleventh Day of *August* One thousand eight hundred and fourteen, and under and by virtue also of the last Will and Testament of the said *Thomas* late Earl of *Wilton*, bearing Date the Sixth Day of *May* One thousand eight hundred and fourteen, and a Republication thereof made by the said Testator on the Fifteenth Day of *August* One thousand eight hundred and fourteen, and a Codicil thereto bearing Date the same Day (all which Acts were and are respectively attested as by Law is required for rendering the same valid as Dispositions of Real Estates), and by reason of the Deaths of the said *Thomas* late Earl of *Wilton* and *Eleanor* late Countess of *Wilton*, and also of the Death of *Amelia Grosvenor* Spinster, commonly called *Lady Amelia Grosvenor*, (the Daughter of the Right Honourable *Eleanor* Countess *Grosvenor* now *Eleanor* Marchioness of *Westminster*, Wife of the Most-Honourable *Robert* now Marquis of *Westminster*, and Daughter of the said late Earl and Countess of *Wilton*,) a Devisee named in the said Will or Appointment of the said *Eleanor* late Countess of *Wilton* (which happened in or about the Month of *April* One thousand eight hundred and fourteen in the Lifetime of the said Earl and Countess), and by the event of *Thomas Grosvenor* now the Right Honourable *Thomas* Earl of *Wilton*, the Second Son of her the said *Eleanor* Countess *Grosvenor*, attaining the Age of Twenty-one Years, all that the Manor or Lordship or reputed Manor or Lordship of *Radcliffe* otherwise *Ratcliffe Tower* in the County of *Lancaster*, with all and every the Rights, Royalties, Members, and Appurtenances thereunto belonging, and all that Capital Messuage or Manor House in *Radcliffe* otherwise *Ratcliffe Tower* aforesaid, and all and every the Demesne and Demesne Lands and other Lands and Hereditaments in *Radcliffe* otherwise *Ratcliffe Tower* aforesaid to the same Capital Messuage belonging or in anywise appertaining, and also divers other Messuages, Farms, Tenements, Cottages, Mills, Lands, Rents, Mines, and Hereditaments, being the Estates of the said *Thomas* late Earl of *Wilton* and *Eleanor* late Countess of *Wilton*, or one of them, situate, lying, and being within the Township of *Radcliffe* otherwise *Ratcliffe Tower* aforesaid, with their and every of their Rights, Members, and Appurtenances, and also all that the Advowson, free Disposition, and Right of Patronage of, in, and to the Rectory and Parish Church of *Radcliffe* otherwise *Ratcliffe Tower* aforesaid, and also divers Messuages, Farms, Tenements, Cottages, Mills, Lands, Rents, Mines, and Hereditaments, being the Estates of the said *Thomas* late Earl of *Wilton* and *Eleanor* late Countess of *Wilton*, or one of them, situate, lying, and being in the several Townships of *Ainsworth* and *Little Lever*, or one of them, in the said County of *Lancaster*, with their and every of their Appurtenances,

and also one undivided Moiety or equal Half Part of and in divers Messuages, Farms, Cottages, Mills, Lands, Rents, Mines, and Hereditaments situate, lying, and being in *Pilsworth* and *Hopwood* in the said County of *Lancaster*, with their and every of their Appurtenances, and also all and every other the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments which she the said *Eleanor* late Countess of *Wilton*, at the Date of her said Codicil of the Eleventh Day of *August* One thousand eight hundred and fourteen, had Power to direct, limit, appoint, or devise, and also all that Capital Messuage or Mansion House of *Heaton*, and all and every Part of the Estate of the said *Thomas* late Earl of *Wilton* in *Great* and *Little Heaton*, *Prestwich*, *Crumpsall*, *Broughton*, *Pilsworth*, *Outwood*, and *Blackley*, or any of them, in the said County of *Lancaster*, whereof or wherein respectively he the said late Earl, or any Person or Persons in Trust for him, was or were, at the Date of his said Codicil of the Fifteenth Day of *August* One thousand eight hundred and fourteen, seised, possessed, or entitled for an Estate of Inheritance, or for Lives, or Years determinable on Lives, or Years absolutely, in Possession, Reversion, Remainder, or Expectancy, and all his (the said late Earl's) Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever of or to which he was at the Date of the said Codicil seised or entitled, or over which he had any Power, Authority, or Right of Disposition, together with all and singular the Hereditaments, Rights, Members, and Appurtenances to the said Manors, Capital and other Messuages, Farms, Tenements, Mills, Lands, Mines, and Estates respectively belonging or in anywise appertaining, or accepted, reputed, deemed, taken, or known to be as Part, Parcel, or Member thereof or of any Part thereof, became and were (previous to the Execution of the Indenture and Assurances therein and herein-after recited) limited and settled to the Uses and in the Manner therein and herein-after mentioned; (that is to say,) to the Use of *Edward Wilbraham Bootle* of *Lathom* in the said County of *Lancaster*, Esquire, (who at the Time of the passing of the now-reciting Act was called *Edward Bootle Wilbraham*, and has been since created a Peer by the Title of and is now called *Edward Baron Skelmersdale*,) *Wilbraham Egerton* of *Tatton Park* in the County of *Chester*, Esquire, and *William Fox* of *Manchester* in the said County of *Lancaster*, Banker, their Heirs and Assigns, during the natural Life of the said *Eleanor* then Countess *Grosvenor* now Marchioness of *Westminster*, upon Trust to receive and take the Rents, Issues, and Profits of the same Hereditaments and Premises, and pay the same to her the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* for her separate Use, or to such Person or Persons and for such Intents and Purposes as she, notwithstanding her Coverture, should by any Writing or Writings under her Hand appoint, and so that the Receipts of her the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* and her Appointees should be sufficient Discharges for so much of the said Rents, Issues, and Profits as in such Receipts should be acknowledged to be received, and from and after the Decease of the said Countess *Grosvenor* now Marchioness of *Westminster* to the Use of the said *Thomas Grosvenor* now Earl of *Wilton* and his Assigns, for the Term of Ninety-nine Years if he should so long live, without
Impeachment

Impeachment of Waste; with Remainder to the Use of the said *Edward Lord Skelmersdale, Wilbraham Egerton, and William Fox*, and their Heirs, during the natural Life of the said *Thomas Grosvenor* now Earl of *Wilton*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten in Tail Male; with Remainder to the Use of the Second Son of the Body of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten, severally and successively, in Tail Male; with Remainder to the Use of *Robert Grosvenor* now commonly called Lord *Robert Grosvenor* (Third Son of the said *Eleanor Countess Grosvenor* now Marchioness of *Westminster*) and his Assigns for and during the Term of Ninety-nine Years if he should so long live, without Impeachment of Waste; with Remainder to the Use of the said *Edward Lord Skelmersdale, Wilbraham Egerton, and William Fox*, and their Heirs, during the natural Life of the said Lord *Robert Grosvenor*, upon Trust to support the contingent Remainders; and Remainder to the Use of the First Son of the Body of the said Lord *Robert Grosvenor* lawfully to be begotten in Tail Male; with Remainder to the Use of the Second Son of the Body of the said Lord *Robert Grosvenor* lawfully to be begotten in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said Lord *Robert Grosvenor* lawfully to be begotten, severally and successively, in Tail Male; with Remainder to the Use of the Fourth and every other younger Son and Sons of her the said *Eleanor Countess Grosvenor* now Marchioness of *Westminster*, for the like Terms respectively of Ninety-nine Years, and to their Sons respectively, severally and successively in Tail Male; with Remainder to the Use of the First Son of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten in Tail General; with Remainder to the Use of the Second Son of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten in Tail General; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *Thomas Grosvenor* now Earl of *Wilton* lawfully to be begotten, severally and successively, in Tail General; with Remainder to the Use of the First Son of the Body of the said Lord *Robert Grosvenor* lawfully to be begotten in Tail General; with Remainder to the Use of the Second Son of the said Lord *Robert Grosvenor* lawfully to be begotten in Tail General; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said Lord *Robert Grosvenor* lawfully to be begotten, severally and successively, in Tail General; with Remainder to the Use of the Sons respectively of every younger Son and Sons of the said *Eleanor Countess Grosvenor* now Marchioness of *Westminster*, severally and successively, in Tail General; with Remainder to the Use of the Daughter and Daughters of the said *Eleanor Countess Grosvenor* now Marchioness of *Westminster* for the like Terms respectively of Ninety-nine Years, and their Sons respectively, severally and successively, in Tail General; with Remainder to the Use of the Right Honourable *Richard Grosvenor* then commonly called

called Viscount *Belgrave* and now commonly called Earl *Grosvenor*, (eldest Son of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*,) and his Assigns, for and during the Term of Ninety-nine Years if he should so long live, without Impeachment of Waste; with Remainder to the Use of the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, and their Heirs, during the natural Life of the said *Richard* Earl *Grosvenor*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the Second Son of the Body of the said *Richard* Earl *Grosvenor* lawfully to be begotten in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, and every other the younger Son and Sons of the Body of the said *Richard* Earl *Grosvenor* lawfully to be begotten, severally and successively, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the younger Son and Sons of the Body of the said *Richard* Earl *Grosvenor* lawfully to be begotten, severally and successively, in Tail General; with Remainder to the Use of the First and every other Daughter and Daughters of the said *Richard* Earl *Grosvenor* lawfully to be begotten, severally and successively, in Tail General; with Remainder to the Use of the First Son of the said *Richard* Earl *Grosvenor* lawfully to be begotten in Tail Male; with Remainder to the Use of the same First Son of the said *Richard* Earl *Grosvenor* lawfully to be begotten in Tail General; with Remainder (as to the Estates devised or appointed by the said *Eleanor* late Countess of *Wilton*) to the Use of her the said Testatrix's own right Heirs for ever, and (as to the Estates devised by the said *Thomas* late Earl of *Wilton*) to the Use of his the said late Earl's right Heirs for ever; and in the said Appointment and Will respectively were and are contained Declarations in the Nature of Conditions, precedent to every of the Limitations aforesaid, that if any One or more of the Cestuique Uses aforesaid should at any Time or Times during the Lives of so many of them as should be living at the Time of the Decease of the said Testatrix and Testator respectively, or be born within due Time thereafter, or during the Lives or Life of the Survivors or Survivor of them, or within Twenty-one Years from the Death of the Survivor of them, become entitled in Possession to the Earldom of *Grosvenor*, then every Use or Estate therein-before limited to or in Trust for each such Cestuique Use and his Issue, whether for Years or Life or in Tail, should cease, and the said devised Premises should thereupon go over to the Person or Persons next and immediately entitled in Remainder, in like Manner as if such Cestuique Use had on the Day of his becoming entitled to the Earldom of *Grosvenor* died without Issue; and in the said Appointment and Will respectively were and are also contained (amongst other Provisoos and Declarations) Powers for the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*, and her Sons and Daughters respectively, when and as by virtue of the Limitations aforesaid they shall be entitled to the actual Possession or to the actual Receipt of the Rents and Profits of the aforesaid Premises, and to and for the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, and the Survivors and Survivor of them, his Executors and Administrators, during the Minority of the said Countess's said Sons and Daughters entitled as aforesaid, with the

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Consent

Consent in Writing of his, her, or their Guardian or Guardians, to grant such Leases of all or any Part or Parts of the said Premises as therein mentioned, and (amongst other things) to grant such Leases (but with an Exception in the said Will of the said *Thomas* late Earl of *Wilton* of his said Capital Mansion House called *Heaton House*, and the Lands and Premises belonging thereto,) to any Person or Persons who should improve the same or covenant to improve the same by erecting or building thereon any new House or Houses, or other Edifices or Buildings, with any Garden or Gardens, Plot or Plots of Ground to be added thereto, and any Road or Roads, Way or Ways, to be made to or from the same, or to rebuild or repair any of the Houses, Erections, or Buildings which should be then thereon, or to expend such Money in the Improvement thereof as should be thought adequate to the Interest therein, to be limited and appointed for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession only, and not by way of Remainder, Reversion, or future Interest, at the best and most improved yearly Rent or Rents that could or might be reasonably had or gotten for the same, and subject to such Provisoes and Restrictions as therein contained; and also Powers for the said Grandsons of the said Testatrix and Testator respectively, at such Times and in such Manner, and subject as therein mentioned, to limit or appoint unto or in Trust for any Women with whom they might intermarry, for the Lives of such Women respectively and for their Jointures, any yearly Rent-charge or Rent-charges not exceeding the Amount therein mentioned (which Amount is in each of the said Appointment and Will fixed at the annual Sum of One thousand two hundred Pounds), to be issuing out of and charged upon all or any Part or Parts of the said Premises respectively, in such Manner and with such Powers and Limitations for securing the same as therein mentioned, and also Powers for the said Grandsons and Grand-daughters of the said Testatrix and Testator respectively, at such Times, in such Manner, and subject as therein mentioned, to subject and charge all and every or any Part or Parts of the said Premises to and with the Payment of any Sum or Sums of Money for the Portion or Portions of their younger Children, and not exceeding the Amount therein mentioned, (which Amount is in each of the said Wills fixed at the Sum of Ten thousand Pounds for One such Child, Twelve thousand Pounds for Two such Children, Fifteen thousand Pounds for Three such Children, Sixteen thousand Pounds for Four such Children, and Twenty thousand Pounds for Five or more such Children, and to create Terms of Years for the Purpose of raising such Portions and Interest for the same respectively as therein mentioned; and also reciting, that in and by a certain Indenture bearing Date on or about the Twenty-eighth Day of *November* One thousand eight hundred and twenty-one, and made between the said *Robert* Earl *Grosvenor* now Marquis of *Westminster* of the First Part, the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* of the Second Part, the said *Thomas* then and now Earl of *Wilton* of the Third Part, the Right Honourable *Edward* Earl of *Derby* of the Fourth Part, the said Countess of *Wilton*, by her then Name of the Right Honourable *Mary Stanley* commonly called *Lady Mary Stanley*, the only surviving Child of
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the said *Edward* Earl of *Derby* by the Right Honourable *Elizabeth* Countess of *Derby* his then present Wife, of the Fifth Part, *Edmund Hornby* and *Edmund George Hornby* Esquires of the Sixth Part, the said *Richard Grosvenor*, then commonly called Lord Viscount *Belgrave* now Earl *Grosvenor*, and the Honourable *Edward Stanley*, of the Seventh Part, and the said *Edward Wilbraham Bootle*, then called *Edward Bootle Wilbraham* and now *Edward* Baron *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, of the Eighth Part, being a Settlement made previous to and in contemplation of the Marriage of the said *Thomas* Earl of *Wilton* and the said Lady *Mary Stanley* now Countess of *Wilton*, he the said *Thomas* Earl of *Wilton*, by virtue and in exercise and execution of the Power and Authority to him for that Purpose given by the said recited Will or Appointment of the said *Eleanor* late Countess of *Wilton* deceased, did limit and appoint unto and to the Use of the said Lady *Mary Stanley* and her Assigns, for and during the Term of her natural Life, as and in part of her Jointure, and to be in bar of her Dower and Free Bench at the Common Law, or by Custom, One Annuity or yearly Rent-charge or Sum of One thousand two hundred Pounds, to be issuing out of and charged upon all those the said Manors or Lordships or reputed Manors or Lordships, Messuages, Lands, Rents, Mines, Real Estate, Hereditaments, and Premises comprised in and devised or appointed by the said Will or Appointment of the said *Eleanor* late Countess of *Wilton* deceased, and to be paid and payable at the Days and Times and in the Manner therein mentioned, and with such Powers and Remedies of Distress and Entry, and Perception of Rents and Profits for securing the Payment thereof, as in the Indenture of Settlement now in recital particularly mentioned; and by the same Indenture, for further securing the said yearly Rent-charge, the said *Thomas* Earl of *Wilton*, by virtue and in further Exercise and Execution of the Power or Authority to him given or limited by the said Will of the said *Eleanor* late Countess of *Wilton* deceased, did limit and appoint unto the said *Edmund Hornby* and *Edmund George Hornby*, their Executors, Administrators, and Assigns, all and singular the Manors or Lordships or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises therein-before charged with the said Annuity, yearly Rent-charge, or Sum of One thousand two hundred Pounds, and their Appurtenances, to hold the same unto the said *Edmund Hornby* and *Edmund George Hornby*, their Executors, Administrators, and Assigns, from the Day of the Death of the said *Thomas* Earl of *Wilton*, for the Term of One hundred Years, without Impeachment of Waste, upon certain Trusts in the Indenture now in recital particularly mentioned, for better securing the Payment of the said Annuity or yearly Rent-charge of One thousand two hundred Pounds; and by the same Indenture of Settlement the said *Thomas* Earl of *Wilton*, by virtue and in exercise and execution of the Power and Authority to him for that Purpose given by the said recited Will of the said *Thomas* late Earl of *Wilton* deceased, did limit and appoint unto and to the Use of the said Lady *Mary Stanley* and her Assigns, for and during the Term of her natural Life, as and in further Part of her Jointure and in bar of Dower or Free Bench,
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a like Annuity, yearly Rent-charge, or annual Sum of One thousand two hundred Pounds of lawful Money of *Great Britain*, to be issuing out of and charged upon all those the said Manors or Lordships or reputed Manors or Lordships, Messuages, Lands, Tenements, Hereditaments, Real Estate, and Premises comprised in and devised by the said recited Will of the said *Thomas* late Earl of *Wilton* deceased, and their Appurtenances, and to be paid and payable at such Days and Times, in such Manner, and with such Powers of Distress and Entry, and Perception of Rents and Profits for securing the Payment thereof, as in the said Indenture is mentioned; and by the same Indenture of Settlement, for further securing the said last-mentioned yearly Rent-charge, the said *Thomas* Earl of *Wilton*, by virtue and in exercise and execution of the Power and Authority to him for that Purpose given by the said Will of the said *Thomas* late Earl of *Wilton* deceased, did limit and appoint unto the said *Edmund Hornby* and *Edmund George Hornby*, their Executors, Administrators, and Assigns, all and singular the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises therein-before charged with the said last-mentioned Annuity, yearly Rent-charge, or Sum of One thousand two hundred Pounds, and their Appurtenances, to hold the same unto the said *Edmund Hornby* and *Edmund George Hornby*, their Executors, Administrators, and Assigns, from the Day of the Death of the said *Thomas* Earl of *Wilton* for the Term of One hundred Years, without Impeachment of Waste, upon certain Trusts in the said Indenture of Settlement mentioned for better securing the Payment of the said last-mentioned Annuity or yearly Rent-charge; and by the same Indenture of Settlement the said *Eleanor* Countess *Grosvenor* now *Eleanor* Marchioness of *Westminster*, (with the Privity and Approbation of the said *Robert* Earl *Grosvenor* now Marquis of *Westminster*;) by virtue and in execution of the Powers and Authorities to her in that Behalf respectively given or limited by the said recited Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton*, both deceased, did direct and appoint, that in case the said then intended Marriage should take effect, and the said *Thomas* Earl of *Wilton* should die, leaving as well the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* as the said *Lady Mary Stanley* now Countess of *Wilton* him surviving, then the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, or other the Trustees or Trustee for the Time being under the said recited Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton* deceased, should, from and after the Decease of the said *Thomas* Earl of *Wilton*, and during the joint Lives of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* and *Lady Mary Stanley* now Countess of *Wilton*, with and out of the Rents and Profits of the several Manors or Lordships, Messuages, Lands, Mines, Rents, Hereditaments, and Premises respectively comprised in and devised or appointed by the said recited Will or Appointment of the said *Eleanor* late Countess of *Wilton* and the said recited Will of the said *Thomas* late Earl of *Wilton* deceased, or any Part thereof, levy and raise an Annuity or yearly Sum of Two thousand four hundred

hundred Pounds, clear of all Deductions, and pay the same to the said Lady *Mary Stanley* now Countess of *Wilton*, and her Assigns, during the joint Lives of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* and Lady *Mary Stanley* now Countess of *Wilton*, by quarterly Payments at the Times and in manner in the said Indenture of Settlement now in recital mentioned; and by the same Indenture of Settlement the said *Thomas* Earl of *Wilton* (by virtue and in exercise and execution of the Power to him for that Purpose given by the said recited Will or Appointment of the said *Eleanor* late Countess of *Wilton* deceased) did subject and charge all and every the Manors or Lordships or reputed Manors or Lordships, Messuages, Lands, Rents, Mines, Real Estates, Hereditaments, and Premises comprised in and devised and appointed by the said in part recited Will of the said *Eleanor* late Countess of *Wilton* deceased, to and with the Payment of the Sum or Sums of Money therein mentioned and directed to be raised out of the same Estates and Premises for the Portion and Portions of all and every the younger Child and Children of the said *Thomas* Earl of *Wilton* by the said Lady *Mary Stanley* now Countess of *Wilton*, and also with the Payment of Interest for the same Sum or Sums respectively, after the Rate and in manner therein mentioned, for the Maintenance and Education of the same Child or Children; and for better securing the same Portions and Interest he the said *Thomas* Earl of *Wilton*, by virtue and in exercise and execution of the Power or Authority to him for that Purpose given by the said in part recited Will of the said *Eleanor* late Countess of *Wilton* deceased, did limit and appoint all the said Manors and Hereditaments devised or appointed by the said in part recited Will or Appointment of the said *Eleanor* late Countess of *Wilton* deceased, and the Appurtenances, unto the said *Richard* Viscount *Belgrave*, therein called *Richard Grosvenor* now Earl *Grosvenor*, and *Edward Stanley*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust if there should be One or more Child or Children of the said *Thomas* Earl of *Wilton* by the said Lady *Mary Stanley* now Countess of *Wilton*, other than an eldest or only Son for the Time being entitled to the said Real Estates, then that the said Trustees should, after the Decease of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*, and also after the Decease of the said *Thomas* Earl of *Wilton*, or in his Lifetime with his Consent as therein mentioned, by Mortgage of the said Manors and Hereditaments so limited to them as aforesaid, or of a competent Part thereof, for the Whole or any Part of the said Term, raise and levy such Sum and Sums of Money for the Portion and Portions of all and every such Child or Children, not being an eldest or only Son as aforesaid, as therein-after mentioned; that is to say, if but One such younger Child, then the Sum of Ten thousand Pounds; if there should be Two such younger Children, then the Sum of Twelve thousand Pounds; if there should be Three such younger Children, and no more, the Sum of Fifteen thousand Pounds; if there should be Four such younger Children, and no more, then the Sum of Sixteen thousand Pounds; and if there should be Five or more such younger Children, then the Sum of Twenty thousand Pounds; such Sum and Sums respectively to be

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paid and payable and become vested Interests at the Times and in the Manner therein mentioned; and in the said Indenture of Settlement Provision was also made for raising such Maintenance as therein mentioned for Children presumptively entitled to such Portions as aforesaid during their respective Minorities; and by the same Indenture of Settlement the said *Thomas* Earl of *Wilton*, by virtue and in exercise and execution of the Power to him for that Purpose given by the said in part recited Will of the said *Thomas* late Earl of *Wilton* deceased, did subject and charge all and every the Manors and Hereditaments devised by the said Will of the said *Thomas* late Earl of *Wilton* deceased to and with the Payment of a further Portion or further Portions for all and every or any such younger Child or Children of the said then intended Marriage as aforesaid, of the same or the like Amount as the Portion or Portions therein-before charged on the said Estates of the said *Eleanor* late Countess of *Wilton*, and did also appoint such additional Portion or Portions to be raised and paid at the same Times and with the like Provisions for Maintenance as therein-before declared as to the Portions therein-before charged upon the said Estates of the said *Eleanor* late Countess of *Wilton*, and did also, for better securing the said further Portions and Maintenance, limit and appoint all the said Manors and Hereditaments devised by the said recited Will of the said *Thomas* late Earl of *Wilton* deceased unto the said *Richard* Viscount *Belgrave* (therein called *Richard Grosvenor*) now Earl *Grosvenor* and *Edward Stanley*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon the Trusts therein declared, being similar to the Trusts therein-before declared of the Term of Five hundred Years therein-before created in the Estates of the said *Eleanor* Countess of *Wilton*; and further, by the said Indenture of Settlement, she the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*, with the Privity and Approbation of the said *Robert* Earl *Grosvenor* now Marquis of *Westminster*, and by virtue and in execution of the Powers and Authorities to her in that Behalf respectively given or limited by the said recited Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton* deceased, did direct and appoint that the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, and the Survivors and Survivor of them, and other the Trustees or Trustee for the Time being of the said recited Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton* deceased, should permit and suffer the said *Thomas* Earl of *Wilton* and his Assigns, from and after the Solemnization of the said then intended Marriage, and during the joint Lives of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* and *Thomas* Earl of *Wilton*, to receive and take to and for his and their own Use and Benefit all the Rents, Issues, and Profits of and arising from the Manor or Lordship of *Radcliffe* otherwise *Ratcliffe Tower*, and the Messuages, Lands, Hereditaments, and Premises situate in *Radcliffe* otherwise *Ratcliffe Tower* and *Ainsworth* aforesaid, comprised in and devised or appointed by the said recited Will or Appointment of the said *Eleanor* late Countess of *Wilton* deceased, and the Appurtenances, except the several Mines, Veins, and Beds of Coal lying and being within

and under such of the same Messuages, Lands, Hereditaments, and Premises as were situate, lying, and being within *Ainsworth* aforesaid, and the Rents, Issues, and Profits of the same Mines, Veins, and Beds of Coal, which Exception was afterwards extended to all Mines, Veins, and Beds of Coal lying and being within or under such of the said Messuages, Lands, Hereditaments, and Premises as were situated within *Radcliffe* otherwise *Ratcliffe Tower* aforesaid, and the Rents, Issues, and Profits of the same Mines, Veins, and Beds of Coal by a Deed Poll under the Hand and Seal of the said *Thomas* Earl of *Wilton*, bearing Date the First Day of *January* One thousand eight hundred and twenty-two, and endorsed upon the said Indenture of Settlement; and also reciting in the said Act of Parliament, that the said *Thomas* Earl of *Wilton* the Testator departed this Life on or about the First Day of *October* One thousand eight hundred and fourteen, and the said *Eleanor* Countess of *Wilton* departed this Life on or about the Twelfth Day of *February* in the Year One thousand eight hundred and sixteen, and the said *Amelia Grosvenor* departed this Life on or about the Fourth Day of *April* One thousand eight hundred and fourteen; and also reciting, that the Marriage of the said *Thomas* Earl of *Wilton* and Lady *Mary Stanley* now Countess of *Wilton* was solemnized on or about the Twenty-ninth Day of *November* in the Year One thousand eight hundred and twenty-one, and that there was then Issue of the said Marriage One Daughter, the Right Honourable *Eleanor Amelia Grey Egerton* (commonly called Lady *Eleanor Amelia Grey Egerton*), but no other Issue; and also reciting, that the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* intermarried with the said *Robert* Earl *Grosvenor* now Marquis of *Westminster* on or about the Twenty-eighth Day of *April* in the Year One thousand seven hundred and ninety-four, and had no other Issue by the said *Robert* Earl *Grosvenor* now Marquis of *Westminster* than the said *Richard* Viscount *Belgrave* now Earl *Grosvenor*, *Thomas* Earl of *Wilton*, and *Robert Grosvenor* now Lord *Robert Grosvenor* (all of whom had attained the Age of Twenty-one Years); and also reciting, that the said *Robert Grosvenor* had then never been married; and also reciting, that the said *Richard* Viscount *Belgrave* now Earl *Grosvenor* intermarried with the Right Honourable Lady *Elizabeth Mary Leveson Gower*, the Daughter of the Most Honourable *George Granville* Marquis of *Stafford*, on or about the Sixteenth Day of *September* in the Year One thousand eight hundred and nineteen, and had at the passing of the said Act Issue by her Two Daughters, *videlicet*, *Eleanor* of the Age of Three Years or thereabouts, and *Mary Frances* of the Age of Two Years or thereabouts, and a Son named *Gilbert*, who died an Infant, and no other Issue; and also reciting, that the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* was the Heiress at Law as well of the said *Thomas* late Earl of *Wilton* as of the said *Eleanor* late Countess of *Wilton* deceased; and after stating the Grounds of the Enactments therein-after made and contained, it was by the now-reciting Act of Parliament (amongst other things) enacted, that it should be lawful for the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*, separately and

and apart from her said Husband during her Life, and after her Decease for the Person or Persons who for the Time being should be entitled to the actual beneficial Receipt and Enjoyment of the Rents and Profits of the Real Estates and Hereditaments devised and appointed by the said Wills and Codicils of the said *Eleanor* Countess of *Wilton* and *Thomas* late Earl of *Wilton* respectively, or standing limited to the Uses thereof, and also for the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Wills during the Minority or respective Minorities of all or any of the Persons for the Time being so entitled as aforesaid, (with the Consent in Writing of his, her, or their Guardian or Guardians,) to convey or demise or lease all or any Part or Parts of the Messuages, Lands, Tenements, and Hereditaments specified in the Schedule to the now-reciting Act, and being Parts of the Estates appointed and devised by the said Will or Appointment of the said *Eleanor* late Countess of *Wilton* and the said Will of the said *Thomas* late Earl of *Wilton*, unto or for the Benefit of any Person or Persons, and his or their Heirs and Assigns for ever, or unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, and Assigns, for any long Term or Terms of Years (not exceeding Nine hundred and ninety-nine Years), for the Purpose of building thereupon any House or Houses, Cotton Mills, or other Manufactories or Buildings, and for other the Purposes in the now-reciting Act mentioned, so that there should be reserved or limited and made payable by each such Conveyance or Demise the best and most improved yearly Rent or Rents that could in the Judgment of the Person or Persons executing such Conveyance or Demise be obtained for the same: And whereas there are contained in the said Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton* Powers enabling the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox* (since deceased), and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, to make sale and dispose of, or convey in Exchange for or in lieu of other Manors, Lands, or Hereditaments, all or any Part or Parts of the Premises thereby appointed and devised, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such other Equivalent or Recompence in Manors, Lands, or Hereditaments, as to them or him should seem reasonable, and to pay and apply the Money to arise by such Sale or Sales, or to be paid for Equality or Exchange, in the Purchase of any other Lands and Hereditaments as therein mentioned; with a Direction that the said *Edward* Lord *Skelmersdale*, *Wilbraham Egerton*, and *William Fox* (since deceased), or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should settle and assure or cause to be settled and assured, as well the Hereditaments so to be purchased as the Hereditaments so to be received by way of Exchange, upon or for and subject to the Uses, Trusts, and Powers therein declared and contained concerning the Premises thereby appointed and devised, or such of them as should be then subsisting or capable of taking effect: And whereas in and by a certain Indenture bearing Date on or about

about the Thirtieth Day of *December* One thousand eight hundred and twenty-four, and made between the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* of the First Part, the said *Robert* Earl *Grosvenor* now Marquis of *Westminster* of the Second Part, the said *Edward* *Bootle* *Wilbraham* now *Edward* Lord *Skelmersdale*, *Wilbraham* *Egerton*, and *William* *Fox* (since deceased) of the Third Part, and the said *Thomas* now Earl of *Wilton* of the Fourth Part, the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster*, with the Privity and Approbation of the said *Robert* Earl *Grosvenor* now Marquis of *Westminster*, and by virtue and in execution of the Powers and Authorities to her in that Behalf respectively given or limited by the said Wills and Codicils, or any of them, of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton*, did direct and appoint that the said *Edward* *Bootle* *Wilbraham* now *Edward* Lord *Skelmersdale*, *Wilbraham* *Egerton*, and *William* *Fox*, and the Survivors and Survivor of them, and other the Trustees or Trustee for the Time being of the said Wills of the said *Eleanor* Countess of *Wilton* and *Thomas* late Earl of *Wilton* deceased, should permit and suffer the said *Thomas* now Earl of *Wilton* and his Assigns thenceforth, during the joint Lives of the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* and *Thomas* now Earl of *Wilton*, to receive and take, to and for his and their own Use and Benefit, all the Rents, Issues, and Profits of and arising within or from the Manors, Lordships, Capital and other Messuages, Farms, Cottages, Mills, Lands, Tenements, Mines, and all other the Hereditaments and Premises mentioned and comprised in and devised or appointed by the said Wills of the said *Eleanor* Countess of *Wilton* and *Thomas* late Earl of *Wilton* deceased, or so much and such Part and Parts thereof respectively as she the said *Eleanor* Countess *Grosvenor* now Marchioness of *Westminster* had the Power so to direct or appoint, and of and arising from all and every the Closes, Fields, Plots, Pieces, or Parcels of Land or Ground, Messuages, or Dwelling Houses, Buildings, and Hereditaments, which since the Decease of the said *Eleanor* Countess of *Wilton* and *Thomas* late Earl of *Wilton* respectively had from Time to Time been purchased or taken in Exchange by or in the Names of the said *Edward* Lord *Skelmersdale*, *Wilbraham* *Egerton*, and *William* *Fox*, and which were thereupon conveyed or otherwise limited or assured to the Uses of the said respective Wills and Codicils respectively, and the Rents, Issues, and Profits of which she the said *Eleanor* then Countess *Grosvenor* had the Power to direct or appoint, except the Manor or Lordship, Messuages, Farms, Lands, Rents, Hereditaments, and Premises to the Receipt of the Rents and Profits of which the said *Thomas* now Earl of *Wilton* was then entitled during the joint Lives of himself and the said *Eleanor* then Countess *Grosvenor* by virtue of the said Indenture of the Twenty-eighth Day of *November* One thousand eight hundred and twenty-one: And whereas the said *William* *Fox* departed this Life on or about the Twenty-eighth Day of *October* in the Year One thousand eight hundred and thirty-three: And whereas the said Lady *Eleanor* *Amelia* *Grey* *Egerton* departed this Life on or about the Eighteenth Day of *June* in the Year One thousand eight hundred and twenty-four: And whereas since the passing of the said recited

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Act there hath been Issue of the Marriage between the said *Thomas Earl of Wilton* and *Lady Mary Stanley* now Countess of *Wilton* Seven Children; *videlicet*, *Thomas Grey*, who died an Infant; *Mary Grey* commonly called *Lady Mary Grey*, now of the Age of Nine Years or thereabouts; *Margaret Grey* commonly called *Lady Margaret Grey*, who died an Infant; *Arthur*, who also died an Infant; *Elizabeth Grey* commonly called *Lady Elizabeth Grey*, now of the Age of Four Years or thereabouts; and *Arthur Edward Holland Grey* commonly called *Lord Grey de Wilton*, now of the Age of Three Years or thereabouts; and *Katherine Grey*, now of the Age of Two Years or thereabouts: And whereas since the passing of the said recited Act there hath been Issue of the Marriage between the said *Richard* commonly called *Earl Grosvenor* and *Lady Mary Leveson Gower* now Countess *Grosvenor* his Wife (other than the said Two Daughters *Eleanor* and *Mary Frances*, both of whom are still living,) Ten Children; *videlicet*, *Elizabeth*, now of the Age of Twelve Years or thereabouts; *Hugh Lupus*, now of the Age of Eleven Years or thereabouts; *Evelyn*, now of the Age of Ten Years or thereabouts; *Caroline Amelia*, now of the Age of Eight Years or thereabouts; *Octavia*, now of the Age of Seven Years or thereabouts; *Agnes*, now of the Age of Six Years or thereabouts; *Gilbert Norman*, now of the Age of Four Years or thereabouts; *Jane Louisa Octavia*, now of the Age of Two Years or thereabouts; *Gilbert Grosvenor*, who died an Infant; and a Son now of the Age of Six Weeks or thereabouts, and no other Issue: And whereas since the passing of the said recited Act, (to wit,) on or about the Seventeenth Day of *May* in the Year One thousand eight hundred and thirty-one, the said *Robert Grosvenor* now *Lord Robert Grosvenor* intermarried with the Honourable *Charlotte Arbuthnot Wellesley*, the Daughter of the Right Honourable *Henry Baron Cowley*, and hath had Issue by her Three Children; *videlicet*, *Victoria Charlotte* of the Age of Four Years or thereabouts, *Robert Wellesley* of the Age of Three Years or thereabouts, and *Augusta Mary Vittoria*, who died an Infant, and no other Issue: And whereas the several Messuages, Lands, Tenements, and Hereditaments specified in the Schedule to this Act, and therein mentioned to be situate in *Prestwich*, *Great Heaton*, *Little Heaton*, *Blakeley* otherwise *Blackley*, *Crumpsall*, *Pilsworth*, *Hopwood*, *Little Bolton*, *Outwood*, and *Little Lever*, in the County of *Lancaster*, are other Parts of the Estates appointed and devised by the said Will or Appointment and Codicils thereto of the said *Eleanor* late Countess of *Wilton*, and the said Will and Codicils of the said *Thomas* late Earl of *Wilton*, and the said Indenture of Appointment of the Twenty-eighth Day of *November* One thousand eight hundred and twenty-one, or otherwise, now liable to the Uses and Limitations of the said Wills, Appointment, and Codicils, and Indenture of Settlement respectively, and also affected by the said recited Deed of Appointment of the Thirtieth Day of *December* One thousand eight hundred and twenty-four, but not comprised in or affected by the said recited Act of Parliament, and the same are altogether of the yearly Value of Eight thousand four hundred and sixty Pounds Six Shillings and Eleven-pence Half-penny, and are situated at considerable Distances from the Mansion House of the said *Thomas* late Earl of *Wilton* called *Heaton House*,

and are in populous Parts of the said County of *Lancaster*, and within a short Distance from the Commercial and Manufacturing Towns of *Manchester*, *Bury*, *Rochdale*, and *Bolton*, or some of them, in the said County, and Parts thereof are immediately contiguous to the Turnpike Roads from *Manchester* to *Bury*, *Rochdale*, and *Bolton*; and by reason of the great Increase of the Trade and Manufactures in those Parts of the Country all the said Estates specified in the said Schedule are conveniently situated for the Erection of Houses, Cotton Mills, and other Manufactories and Buildings, and many Parts thereof are become disposable at very considerable improved annual Rents for the Purpose of building upon, and other Improvements, under Conveyances in Fee or Demises for long Terms of Years, and it may so happen that the Lands, Tenements, or other Hereditaments which may hereafter be purchased or taken in Exchange within the Parishes or Townships aforesaid, or some or one of them, by the Trustees or Trustee for the Time being under the said Wills, by virtue or in exercise of the Powers in that Behalf therein contained, and settled and assured to the Uses thereof, may also be situated in or contiguous to or within a short Distance from Commercial and Manufacturing Towns, or otherwise conveniently situated for the Erection of Houses, Cotton Mills, or other Manufactories and Buildings, and be disposable at considerable improved annual Rents for the Purpose of building upon, and other Improvements, under Conveyances in Fee or Demises for long Terms of Years; but inasmuch as the Powers contained in the said Wills do not authorize any Conveyances in Fee to be made for Building Purposes, nor any Demises for the like Purposes for any longer Term than Ninety-nine Years, the said Estates specified in the said Schedule to this Act, or so to be purchased or taken in Exchange as aforesaid, cannot be made to produce so large an annual Rent as could be procured under Conveyances in Fee or Demises for longer Terms of Years than Terms of Ninety-nine Years, and it would be for the Benefit and Advantage of the said *Thomas Earl of Wilton*, and the Person or Persons who may hereafter from Time to Time be entitled to the Possession or Receipt of the Rents and Profits of the said Estates, if (in addition to the Powers contained in the said Wills for granting Leases for Ninety-nine Years) the said *Thomas Earl of Wilton* and such other Persons hereafter to become entitled as aforesaid were respectively empowered (as and when they shall severally and respectively be actually entitled to the Possession or the Receipt of the Rents and Profits of the said Estates respectively) to grant and convey in Fee, or to lease or demise for any long Term or Terms of Years, the said Messuages, Lands, Tenements, and Hereditaments, (specified in the said Schedule to this Act,) and the said Messuages, Lands, Tenements, and Hereditaments so to be purchased and taken in Exchange as aforesaid, or any Part or Parts thereof respectively, subject to such Restrictions as may be proper to secure the Reservation and Payment of the best and most improved yearly Rents for the said Premises; but by reason of the Restrictions and Limitations contained in the said Wills and Indenture of Settlement the Purposes aforesaid cannot be effected
without

During the Term of the joint Lives of the Marchioness of Westminster and Earl Wilton the Powers by the recited Act vested in the Marchioness may be exercised by the Earl of Wilton.

without the Aid and Authority of Parliament: And whereas the said *Eleanor* Marchioness of *Westminster*, with the full Consent and Approbation of the said *Robert* Marquis of *Westminster*, is desirous that the several Powers which by the said recited Act of the Fifth Year of the Reign of King *George* the Fourth were and are given to her the said Marchioness should henceforth be exercised and made exercisable by the said *Thomas* Earl of *Wilton* during the joint Lives of them the said *Eleanor* Marchioness of *Westminster* and *Thomas* Earl of *Wilton*: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Robert* Marquis of *Westminster*, *Eleanor* Marchioness of *Westminster*, the said *Thomas* Earl of *Wilton*, and *Mary* Countess of *Wilton*, on behalf of themselves and their said infant Children, the said *Lord Robert Grosvenor* on behalf of himself and his said infant Children, the said *Richard* Earl *Grosvenor* on behalf of himself and his said infant Children, and the said *Edward* Lord *Skelmersdale* and *Wilbraham Egerton*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act, and thenceforth during the Term of the joint natural Lives of the said *Eleanor* Marchioness of *Westminster* and *Thomas* Earl of *Wilton*, all and singular the Powers, Authorities, Acts, Matters, and Things by the said recited Act of Parliament of the Fifth Year of the Reign of His Majesty King *George* the Fourth given to or vested in, or directed, required, or authorized to be exercised, made, or done by the said *Eleanor* Marchioness of *Westminster*, may be exercised and made or done by the said *Thomas* Earl of *Wilton* by the same or the like Deeds or Assurances, executed in the Presence of and attested by the like Number of Witnesses, and in the same or the like Manner and Form in all respects as the same are by the said recited Act required or authorized to be exercised, made, or done by the said *Eleanor* Marchioness of *Westminster*; and the same Powers, Acts, Matters, and Things, when so exercised, made, or done by the said *Thomas* Earl of *Wilton*, shall have the same or the like Force and Effect, to all Intents and Purposes whatsoever, as the same could or might have had if exercised, made, or done by the said *Eleanor* Marchioness of *Westminster*.

The Earl of Wilton and the Persons entitled in Remainder may make Conveyances in Fee or Leases for long Terms not exceeding 999 Years, so that the best Rents be reserved.

II. And be it further enacted, That from and after the passing of this Act it shall and may be lawful for the said *Thomas* Earl of *Wilton* at any Time or Times during his Life, and from and after his Decease, in case he shall die in the Lifetime of the said *Eleanor* Marchioness of *Westminster*, then to and for the said *Eleanor* Marchioness of *Westminster*, separately and apart from the said *Robert* Marquis of *Westminster* her Husband, or any future Husband, at any Time or Times during her Life, and after the Decease of the Survivor of them the said *Eleanor* Marchioness of *Westminster* and *Thomas* Earl of *Wilton*, then for the Person or Persons who for the Time being shall be entitled to the actual beneficial Receipt and Enjoyment of the

the Rents and Profits of the Real Estates and Hereditaments devised and appointed by the said Wills and Codicils of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton* respectively, or standing limited to the Uses of the same Wills and Codicils respectively, and also to and for the said *Edward* Lord *Skelmersdale* and *Wilbraham Egerton*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Wills of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton*, during the Minority or respective Minorities of all or any of the Person or Persons for the Time being so entitled as aforesaid, (with the Consent in Writing of his, her, or their Guardian or Guardians,) by Indenture or Indentures, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, (and as to the said *Eleanor* Marchioness of *Westminster* and any other Female or Females entitled as aforesaid, notwithstanding her or their Coverture,) to convey or demise or lease all or any Part or Parts of the Messuages, Lands, Tenements, and Hereditaments specified in the Schedule to this Act, and of the Messuages, Lands, Tenements, and Hereditaments situate within the several Parishes or Townships mentioned in the Schedules to this Act, or some or one of them, which may hereafter be purchased or taken in Exchange in lieu of any Part or Parts of the Tenements or Hereditaments devised or appointed by or now or at any Time hereafter standing limited to the Uses of the said Wills and Codicils respectively, and whether or not specified in the Schedules to this or the said recited Act, by virtue or in exercise of the Powers in that Behalf contained in the said Wills and Codicils respectively, together with any Stream or Streams of Water near or adjoining to such Premises or any Part thereof, and the Ground and Soil of such Stream or Streams, and also all other Easements and Appurtenances belonging to any such Premises, or convenient to be held or occupied therewith, unto or for the Benefit of any Person or Persons and his or their Heirs and Assigns for ever, or unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, and Assigns, for any long Term or Terms of Years (not exceeding Nine hundred and ninety-nine Years), for the Purpose of building, erecting, making, or continuing and working, upon the Hereditaments so to be conveyed, demised, or leased, any House or Houses, Outhouses, Cotton Mills, and other Manufactories, Edifices, or Buildings, or making some other material Improvement of the same Hereditaments, or for the Purpose of laying out any Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground as and for any Road or Roads, Way or Ways, Avenue or Avenues, Street or Streets, Square or Squares, Passage or Passages, or otherwise for the Use and Convenience of the Purchaser or Purchasers, Lessee or Lessees, Tenant or Tenants, or Occupier or Occupiers of the said Hereditaments, or as and for any Court or Courts, Yard or Yards, Garden or Gardens to be adjoining or belonging to any such House or Houses, Outhouses, Cotton Mills, or other Manufactories, Edifices, or Buildings, or for Purposes of Ornament, or for the Purpose of taking down, rebuilding, or repairing any of the Messuages, Tenements, Erections, or Buildings that are now standing or being, or which shall at any Time or Times hereafter be standing or being, upon or in any Part of the said Lands

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and Hereditaments, so that there be reserved or limited and made payable in and by each and every such Conveyance, Demise, or Lease to be issuing out of and charged and chargeable upon the Hereditaments thereby conveyed, demised, or leased, or some competent Part or Parts thereof, the best and most improved yearly Rent or Rents that can or may, in the Judgment of the Person or Persons granting or executing the same Conveyance or Conveyances, Demise or Demises, be reasonably had or obtained for the same under the Circumstances of the Case, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Conveyance or Conveyances, Demise or Demises respectively.

Persons authorized to enter into Building Contracts, and afterwards to make Conveyances and Leases pursuant thereto.

III. Provided always, and it is hereby declared, That it shall be lawful for any Person herein-before authorized to make such Conveyances, Leases, or Demises as aforesaid to enter into any Contract or Contracts in Writing for making or granting any such Conveyance or Conveyances, Demise or Demises, and thereby to fix and determine the Rent or Rents to be reserved or made payable upon or in respect of such Conveyance or Conveyances, Demise or Demises, (which Rent or Rents is or are to be the best and most improved yearly Rent or Rents that in the Judgment of the Person or Persons entering into such Contract or Contracts can be reasonably obtained for the said Premises at the Time or Times of making such Contract or Contracts,) and the Mode of reserving, securing, and apportioning the same, and also the Periods of Payment thereof; and such Rent or Rents may be made to commence immediately, or after any Term not exceeding One Year from the Date of any such Contract or Contracts; and when and so often as any such Contract or Contracts shall be entered into the same shall be of the same Force and Effect as if entered into by a Tenant in Fee Simple of the Hereditaments comprised therein; and it shall be lawful for the Person or Persons who shall have entered into the same, or any other succeeding Person or Persons herein-before authorized and empowered as aforesaid, to make or grant any Conveyance or Conveyances in Fee, or any Demise or Demises, pursuant to and in performance of such Contract or Contracts, according to the true Intent and Meaning thereof, notwithstanding the Rent or Rents to be reserved or made payable pursuant to such Contract or Contracts may not, at the Time of the Execution of such Conveyance or Conveyances, Demise or Demises as aforesaid, be the best or most improved Rent or Rents for the Premises so granted and conveyed or demised: Provided also, that the Rent or Rents to be reserved or limited and made payable upon or in respect of all and every such Conveyance and Conveyances, Demise and Demises as aforesaid, shall be made payable clear of all Deductions whatsoever; and the Purchaser or Purchasers, Lessee or Lessees, shall duly seal and deliver a Counterpart or Counterparts, Duplicate or Duplicates of such Conveyance or Conveyances, Demise or Demises respectively, and therein enter into Covenants for the due Payment of the Rent or Rents to be thereby respectively limited, granted, or reserved and made payable, and to erect and build and keep in repair the House or Houses, Outhouses, Cotton Mills, and other Manufactories, Edifices, and Buildings,

Purchasers and Lessees to execute Counterparts.

Buildings, or other Improvements, intended and agreed to be erected, built, and made thereon, and such other Covenants as shall be thought requisite and necessary for the Security of the said Rent or Rents, and of the Hereditaments out of which the same shall or may be reserved or made payable as aforesaid, so as in every such Conveyance in Fee there shall be contained such Powers of Distress, Entry, and Perception of Rents and Profits in case of Nonpayment of the Rent or Rents respectively to be thereby reserved or limited and made payable, as shall be thought reasonable, by the Person or Persons making such Conveyance, and so as in every such Demise or Lease for Years there shall also be contained such Power of Entry and Perception of Rents and Profits for securing the Payment of the Rent or Rents to be thereby reserved as the Person or Persons granting such Demise or Lease shall think proper and reasonable.

IV. And be it further enacted, That all such Conveyances and Leases or Demises respectively so as aforesaid to be made by the said *Thomas Earl of Wilton*, or by the said *Eleanor Marchioness of Westminster*, or by such other Person or Persons as are hereby authorized to make such Conveyances and Leases or Demises respectively, shall from and after the making thereof be valid and effectual, both at Law and in Equity, according to the true Intent and Meaning thereof, not only against him the said *Thomas Earl of Wilton* or her the said *Eleanor Marchioness of Westminster*, and the Person or Persons so making and executing such Conveyances and Leases or Demises respectively, and his, her, or their Heirs, Executors, and Administrators, but also against the said *Edward Lord Skelmersdale* and *Wilbraham Egerton* respectively, and all and every other Trustee and Trustees of the said recited Wills and Settlement respectively, and their respective Heirs and Assigns, and against all Persons whomsoever claiming or to claim any Estate or Interest in Possession, Remainder, Reversion, or otherwise, of, in, to, or out of the Hereditaments which shall be so conveyed, leased, or demised, or any Part thereof, under or by virtue of the said recited Wills, Appointment, Codicils, and Indentures of Settlement and Appointment respectively, any or either of them; and all and every the Messuages, Lands, and Hereditaments so to be conveyed in Fee as aforesaid shall, from and after such Conveyance, be and remain freed and absolutely discharged of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoos, Conditions, Charges, and Limitations in and by the said Wills and Appointment of the said *Eleanor* late Countess of *Wilton* and *Thomas* late Earl of *Wilton*, both deceased, and the said Indentures of Settlement and Appointment respectively, any or either of them, limited, expressed, or declared of and concerning the same; and every such Conveyance in Fee to be so made as aforesaid shall operate and enure, and shall be expressed and declared to operate and enure, as to such and so much of the said Lands and Hereditaments as shall be comprised therein, and conveyed for the Purposes aforesaid, to the Use of the Purchaser or Purchasers thereof, and his or their Heirs and Assigns, or otherwise to the Use of the Purchaser or Purchasers thereof, and his or their Assigns, for his or their Life or
Lives,

Conveyances
and Leases
to enure
according to
their Effect.

Lives, with Remainder to a Trustee or Trustees during his or their Life or Lives, in Trust for him or them and his or their Assigns, with Remainder to the Use of such Purchaser or Purchasers, and his or their Heirs and Assigns for ever, subject only to the Payment of the Rent or Rents thereby respectively reserved or granted, and to the Powers and Remedies to be provided for the Recovery thereof, and to the Covenants, Conditions, and Agreements in the same Conveyances to be contained; and every such Demise or Lease for a long Term of Years to be made as aforesaid shall thenceforth operate, as to the Lands and Hereditaments comprised therein, unto and to the Use of the Lessee or Lessees, and his or their Executors, Administrators, and Assigns, for and during the Term or Terms of Years to be thereby granted, as a Charge upon all the aforesaid Uses, Estates, Trusts, Limitations, Powers, Provisoos, Conditions and Limitations, and in preference thereto, and to all the Charges created or to be created by virtue of the said recited Wills, Codicils, and Indentures of Settlement and Appointment respectively, or of the Powers contained therein respectively, except any Lease or Leases heretofore granted under the Powers of leasing contained in the said Wills respectively, but subject nevertheless to the Payment of the Rent or Rents to be by such Demise or Demises reserved, and to the Powers and Remedies to be provided for the Recovery thereof, and to the Covenants and Agreements to be in such Demises contained: Provided nevertheless, that when any of the said Messuages, Lands, and Hereditaments shall be conveyed in Fee in pursuance of this Act, all and every the Rent and Rents to be reserved or made payable upon or in respect of such Conveyance or Conveyances in Fee respectively shall go and be payable to the Person and Persons who would for the Time being have been entitled to the Receipt of the Rents and Profits of the Hereditaments so conveyed if such Conveyances had not been executed; and the same Rents respectively shall, from and after the Creation thereof, stand limited to such or the like Uses, upon and for such or the like Trusts, Intents, and Purposes, and under and subject to such or the like Powers, Provisoos, Conditions, Charges, and Limitations as the said Messuages, Lands, and Hereditaments to be so conveyed as aforesaid, and out of which such Rents respectively shall be issuing, would have stood limited under and by virtue of the said Wills, Codicils, and Indentures of Settlement and Appointment respectively if such Conveyance or Conveyances in Fee thereof had not been made, or as near thereto as the Rules of Law and Equity, and the Deaths of Persons, and other Contingencies, will admit; and when any of the said Lands and Hereditaments shall be demised for any long Term or Terms of Years, in pursuance of this Act, all and every the Rent or Rents to be reserved or made payable upon any such Demise or Demises respectively shall be reserved or made payable unto the Person or Persons for the Time being entitled to the Reversion of and in the same Land and Hereditaments immediately expectant on the Determination of the Term by such Demise or Demises to be created.

Rents to be reserved in Conveyances in Fee, settled to the Uses of the Wills and Settlement.

Rents on Leases for Years to be annexed to the Reversion.

Lord Wilton and others making Conveyances and

V. And be it further enacted, That it shall and may be lawful to and for the said *Thomas Earl of Wilton* during his Life, and after his Decease, in case he shall die in the Lifetime of the said *Eleanor Marchioness*

of *Westminster*, then for her the said *Eleanor* Marchioness of *Westminster* during her Life, separate and apart from the said *Robert* Marquis of *Westminster* or any future Husband, and after the Decease of the Survivor of them the said *Eleanor* Marchioness of *Westminster* and *Thomas* Earl of *Wilton*, then for the Persons or Person by whom any such Conveyance in Fee, or any such Demise or Lease for a long Term of Years, as aforesaid, shall be made, in pursuance of this Act, (and as to the said *Eleanor* Marchioness of *Westminster*, and any other such Person or Persons being a Female or Females, notwithstanding her or their Coverture,) to enter into any Covenant or Agreement, Covenants or Agreements, which he, she, or they shall think reasonable, with or to the Person or Persons to whom such Conveyance or Demise shall be made, and his and their Heirs, Executors, Administrators, or Assigns, as well for the quiet Enjoyment of the Premises therein comprised, and for any further Assurance or Assurances of or concerning the same, as also for keeping open and unbuilt upon any Streets, Squares, open Spaces, Ways, or Passages, or for maintaining any Sewers or Drains, or for granting or permitting the Use of any Right or Rights of Way or of Water, or any other Easements or Conveniences whatsoever, to be had, held, and enjoyed by such Grantees or Lessees respectively, and their Heirs, Executors, Administrators, or Assigns, in, upon, or out of any other Lands, Tenements, or Hereditaments adjoining or near to the Messuages, Lands, Tenements, or Hereditaments comprised in such Conveyance or Demise as aforesaid, and which at the making of such Conveyance or Demise shall stand settled to the same Uses as the Hereditaments so conveyed or demised, and all such Covenants and Agreements as aforesaid (unless the Operation thereof shall be expressly restrained) shall be binding at Law and in Equity, not only upon the Person or Persons entering into the same, and all Persons claiming or to claim the Lands, Tenements, or Hereditaments to which such Covenants or Agreements shall relate, by, from, through, under, or in Trust for him, her, or them, but also upon all and every Persons and Person who shall or may have or claim any Remainder, Reversion, or other Estate or Interest of and in the same Land, Tenements, and Hereditaments under or by virtue of the said Wills, Codicils, or Indentures of Settlement and Appointment respectively, or any of them, or under the Exercise of any Power or Powers therein contained, and his or their Heirs, Executors, Administrators, and Assigns, in respect only of the same Lands, Tenements, and Hereditaments (notwithstanding the Want of Privity between the Covenanters in such Covenants or Agreements and any such Person or Persons to be bound thereby as aforesaid, or the Want or Omission of any Words expressly binding such Persons, or any of them); but such Covenants or Agreements shall not be binding on the Covenanters, or any other Person or Persons entitled to any particular or determinable Estate or Estates of and in the Lands, Tenements, or Hereditaments to which the same respectively shall relate, nor his, her, or their Heirs, Executors, Administrators, or Assigns, after the Determination of his, her, or their Estate or Estates, Interest or Interests in the same Hereditaments, save and except for or on account of any Act, Matter, or Thing had, made, done, committed, or suffered by him, her, or

Leases to enter into Covenants, which Covenants are to run with the Land.

[*Private.*]

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them

them during the Continuance of his, her, or their Estate or Interest, or Estates or Interests (any Law, Statute, or Usage to the contrary in anywise notwithstanding).

Trustees to enter into Covenants during Minority of Parties with the like Effect.

VI. And be it further enacted, That it shall and may be lawful for the said *Edward Lord Skelmersdale* and *Wilbraham Egerton*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustee or Trustees for the Time being of or under the said Wills or either of them, in and by any Conveyance or Demise to be made by them under the Powers of this Act, during the Minority or respective Minorities of any Person or Persons entitled under the Limitations in the said Wills or either of them as aforesaid, (with such Consent of Guardians as aforesaid,) to enter into any such Covenant or Agreement or Covenants or Agreements, as herein-before mentioned, for and on behalf of such infant Person or Persons; and every Covenant or Agreement so to be entered into as last mentioned shall be absolutely binding at Law and in Equity upon such infant Person or Persons, as well during his, her, or their Infancy as after he, she, or they shall have attained the Age of Twenty-one Years, and shall also be binding upon all and every Persons and Person who under the Provision herein-before contained in that Behalf would have been bound by such Covenants and Agreements, and to the same Extent as they would have been so respectively bound, if the same had been entered into by such infant Person or Persons, after he, she, or they had attained his or their full Age; but such Covenants or Agreements shall not be binding on the said Trustees or any of them, save and except for any Act, Matter, or Thing to be done, committed, or suffered by them or him.

Persons bound by the Covenants of others to have the same Defence.

VII. Provided always, That every Person herein-before declared to be bound by any Covenant or Agreement to be entered into by any other Person or Persons as aforesaid shall have such Plea and Defence to any Action or Suit upon such Covenant or Agreement, or for the Performance thereof, and no other, as he or they might have had if the same had been obligatory by reason of Privity of Person or Estate.

The Powers contained in the Wills not to be destroyed or prejudiced by this Act.

VIII. Provided also, That nothing in this Act contained shall in anywise defeat or prejudice the Powers of granting Leases contained in the said Wills respectively, or any Lease or Leases which hath or have been heretofore made of any of the said Messuages, Lands, Tenements, or Hereditaments under and by virtue of the same Powers respectively or either of them, but the Powers of granting Leases contained in the said Wills respectively, and the Powers of making and granting Conveyances, Demises, and Leases contained in the said recited Act and in this Act, and all Conveyances and Leases to be hereafter made and granted in exercise of the said several Powers, shall subsist and take effect as if all the said Powers were contained in one and the same Instrument.

IX. And

IX. And for preventing Difficulties which might otherwise occur in identifying Parts of the Premises comprised in the said Schedule to this Act (from Change of Names or of Tenants or otherwise,) be it further enacted and declared, That all the Messuages, Lands, Tenements, and Hereditaments whatsoever now liable to the Uses or Devises and Limitations of the said Wills and Codicils of the said late Earl and Countess of *Wilton*, respectively situated in *Little Heaton*, *Crumpsall*, *Pilsworth*, *Hopwood*, *Blakeley* otherwise *Blackley*, *Prestwich*, *Outwood*, and *Little Lever* respectively, with their Appurtenances, (except such of the said Hereditaments in *Crumpsall* aforesaid as are specified and comprised in the Schedule to the said recited Act,) are intended to be specified and comprised in the Schedule to this Act, and are subject to the Powers and Authorities given by this Act, notwithstanding any Errors, Omissions, or Imperfections which there may be in the Descriptions contained in the said Schedule (but no Messuages, Lands, Tenements, or Hereditaments in *Great Heaton* aforesaid shall be subject to the said Powers and Authorities, save and except the particular Hereditaments specified and described in the said Schedule.)

For obviating Mistakes or Omissions in Schedule.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Eleanor* Marchioness of *Westminster*, her Appointees and Assigns, and the said *Thomas* now Earl of *Wilton* and his Assigns, and his First and other Sons, and the Heirs Male and Heirs General of their Bodies respectively, and also the said Lord *Robert Grosvenor* and his Assigns, and his First and other Sons, and the Heirs Male and Heirs General of their Bodies respectively, and also the Fourth and every other Son of the said *Eleanor* Marchioness of *Westminster*, and his and their First and other Sons, and the Heirs Male and Heirs General of their Bodies respectively, and also the said *Richard* Earl *Grosvenor* and his Assigns, and his Son and Sons, Daughter and Daughters, and the Heirs Male and Heirs General of their Bodies respectively, and also except the said *Edward* Lord *Skelmersdale* and *Wilbraham Egerton* and their Heirs, and also except the right Heirs of the said *Eleanor* late Countess of *Wilton* deceased, and the right Heirs of the said *Thomas* late Earl of *Wilton* deceased, and also except the said *Robert* Marquis of *Westminster*, and also except the said *Mary* now Countess of *Wilton* and her Assigns, and her said infant Daughters, and also all other her Daughters and younger Children by the said *Thomas* Earl of *Wilton* to be begotten, and all and every other Persons and Person having or claiming, or who shall or may hereafter have or claim, any Estate, Charge, Right, Title, or Interest of, in, to, or upon the said Manors, Estates, and Hereditaments under or by virtue of the said Wills, Codicils, Settlement, and Appointments, or any of them, or under the Exercise of any Power or Powers contained in the same or any of them, but not excepting Persons claiming under any Leases made or to be made under the Powers contained in the said Wills respectively,) all such Estate, Right, Title, Interest, Property, Claim,

General Saving.

and Demand whatsoever as they or any of them had held or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Copy of Act
as printed by
the Queen's
Printers to be
Evidence.

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

The SCHEDULE before referred to.

ESTATES in PRESTWICH in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the several Tenants under mentioned, and at the yearly Rents also under mentioned, amounting in the whole to the yearly Sum of £410 10s. 5½d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
James Bedford	31	3	31	68	5	6
John Clough	11	2	4	23	0	0
Samuel Kenyon	27	3	5	52	18	6
John Stell	24	3	24	60	10	4
James Royle	5	0	3	15	0	0
John Lees	31	1	5	56	15	0
Thomas Royle	4	3	18	6	2	0
Samuel Dawson	50	1	17	117	8	10
Robert Collins	5	0	32	3	8	9½
James Simpson	6	0	15	7	1	6
Three small Plantations	1	3	5			
	200	2	39	410	10	5½

Richard Denham.

ESTATES in GREAT HEATON in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the respective Tenants under named, and at the yearly Rents also under named, amounting in the whole to the yearly Sum of £911 17s. 0d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
John Owen	155	2	28	270	0	0
Richard Naylor	7	3	2	16	0	0
Peter Beswicke	96	2	39	100	0	0
Richard Fletcher	11	3	32	24	7	0
Nathan Wood	4	0	14	11	0	0
Thomas Hunt	10	3	39	16	0	0
Betty Pollitt	29	0	4	72	0	0
Otho Dudson	26	2	34	333	10	0
Samuel Bell	25	1	1	45	0	0
James Royle	19	0	28	94	0	0
William Bentley (including Plantation)	16	3	30	30	0	0
	404	1	11	911	17	0

Richard Denham.

[Private.]

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ESTATES in LITTLE HEATON in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the respective Tenants under named, and at the yearly Rents also under named, amounting in the whole to the yearly Sum of £423 5s. 2d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
Otho Dudson	8	2	26	45	0	0
Widow Hampson	90	0	35	170	0	0
William Horrox	31	0	12	55	0	0
Nathan Wood	2	2	36	11	6	2
Thomas Hunt	35	1	9	94	0	0
John Jackson	19	3	16	36	9	0
Abraham Fenton	10	2	39	38	0	0
James Partington	12	0	37	31	10	0
John Walkden	42	3	34	77	0	0
Miss Fletcher	6	2	30	25	0	0
	260	1	33	423	5	2

Richard Denham.

ESTATES in BLAKELEY otherwise BLACKLEY in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the several Tenants under mentioned, and at the yearly Rents also under mentioned, amounting in the whole to the yearly Sum of £1,653 15s. 4d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
Samuel Bell	14	2	29	223	12	0
William Bentley	58	3	26	105	2	0
Charles Bradshaw	22	2	36	42	13	0
Jonathan Barrow	38	2	25	73	18	0
John Boardman	16	3	26	31	15	0
James Wright	15	1	30	30	0	0
John Ashton	2	1	30	12	16	0
James Jackson	25	1	32	60	4	0
John Fallows	14	3	12	28	0	0
Charles Wain	71	3	25	138	1	0
Edmund Whitehead	30	3	11	54	16	0
Henry Smith	67	3	32	106	14	0
William Butterworth	33	1	17	55	4	0
John Whittaker	8	1	7	30	19	0
James Jackson	10	1	3	34	14	0
James Consterdine	9	1	3	36	19	0

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
Jonathan Royle - - - - -	8	0	9	27	18	0
Robert Worsley - - - - -	5	0	39	30	0	0
John Whitehead - - - - -	9	1	27	24	0	0
Thomas Travis - - - - -	18	0	34	200	0	0
James Wardley - - - - -	30	2	39	44	12	0
William Kirkman - - - - -	3	2	39	12	0	0
Joseph Jackson - - - - -	15	2	18	53	2	4
William Birchinell - - - - -	67	1	13	166	16	0
Charles Wain - - - - -	15	3	32	30	0	0
Land on White Moss (Hall Moor) - - - - -	12	2	39			
	628	3	33	1,653	15	4

Richard Denham.

ESTATES IN CRUMPSALL in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the several Tenants under named, and at yearly Rents also under named, amounting in the whole to the yearly Sum of £1,238 7s. 4d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
James Wheeler - - - - -	35	1	36	155	0	0
Thomas Bowker - - - - -	30	0	17	63	0	0
Robert Chapman - - - - -	49	0	8	111	18	4
John Scholes - - - - -	21	1	36			
John Taylor - - - - -	19	1	30			
Joseph Fletcher - - - - -	25	1	19	61	6	4
James Ashworth - - - - -	4	0	39	12	15	8
Thomas Royle - - - - -	16	1	34	108	0	0
James Hibbert Wanklyn - - - - -	49	3	3	372	0	0
William Bentley - - - - -	39	0	1	120	16	0
Thomas Moulton - - - - -	17	1	16	192	0	0
John Law - - - - -	8	2	25	40	0	0
Thomas Travis - - - - -	7	2	29	25	0	0
James and John Wild - - - - -	0	0	23	6	6	0
James Jackson - - - - -	1	0	13	0	5	0
Plantations - - - - -	0	3	34			
	326	1	3	1,238	7	4

Richard Denham.

ESTATES

1° VICTORIÆ, Cap. 37.

ESTATES in PILSWORTH in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the several Tenants under mentioned, and at the yearly Rents also under mentioned, amounting in the whole to the yearly Sum of £2,148 5s. 7d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
James Horrox and Richard Horrox	98	2	4	234	18	2
The Representatives of James Meadowcroft	12	2	33	25	0	0
James Butterworth	84	3	11	106	7	0
Richard Morris	73	2	9	111	18	9
John Nuttall	83	1	22	141	9	0
John Hulme	76	2	16	106	5	6
Luke Chadwick	11	2	14	15	4	0
Martha Harwood	32	3	8	38	11	0
Daniel Ashton	83	0	4	101	11	0
William Hall	64	3	28	94	0	0
John Briercliffe	63	2	39	121	2	0
John Partington	19	3	23	22	0	0
Thomas Bridge	110	1	37	150	0	0
John Nuttall	113	1	30	210	3	0
Moses Kay	54	0	32	66	1	0
Moses Partington	226	1	30	305	7	2
Adam Partington	28	0	33	34	10	6
John Wolstenholme	20	2	6	30	8	0
James Livsey	4	3	34	6	2	2
James Kershaw	3	3	3	4	5	8
Nathan and Thomas Manock	82	1	16	111	5	0
Robert Nuttall	64	1	17	100	0	0
John Manock	6	3	13	11	16	8
	1,411	0	23	2,148	5	7

Richard Denham.

ESTATES in HOPWOOD in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the several Tenants under named, and at the yearly Rents also under named, amounting together to the yearly Sum of £48 18s. 0d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
James Ashton	32	0	21	42	12	0
John Manock	8	0	29	6	6	0
	40	1	10	48	18	0

Richard Denham.

ESTATES

ESTATES in the Township of LITTLE BOLTON in the County of LANCASTER, containing by Estimation the several Quantities under mentioned, and now or late held by the respective Tenants under named at divers yearly Rents, amounting in the whole to the yearly Sum of £1,328 6s. 3d.

Names of Tenants.	Contents.			Yearly Rents.		
	A.	R.	P.	£	s.	d.
George and James Slater, and Henry and Edmund Ashworth	153	1	22	197	9	6
Samuel Cubbins	33	2	7	46	10	0
Joseph Haddock	113	2	12	148	0	0
George Blair	33	0	0	46	16	0
John Grime	159	1	38	170	0	0
William Longworth	190	1	15	198	11	0
Andrew Knowles	111	2	6	219	4	3
John and Edmund Ashworth	-	-	-	10	0	0
William Haslam	48	3	15	131	2	0
Robert Makin	42	1	10	71	13	6
James Chadwick	2	2	30	75	0	0
	888	3	4	1,328	6	3

Richard Denham.

Various small Plots or Parcels of Land situate in Little Heaton aforesaid, upon the Site whereof lately stood or are now standing the Three Arrows Public House, and several Cottages and other Buildings and Gardens, in the Occupations of Robert Allen, James Ashworth, Otho Dudson, Hopwood Hopwood, Robert Howarth, Robert Hall, James Jacques, Abraham Stocks, William Sandiforth, and John Howarth, as Tenants thereof at yearly Rents amounting to Seventy-five Pounds and Sixpence Halfpenny, and containing altogether by Estimation Two Acres or thereabouts.

Richard Denham.

Various small Plots of Land situate in Crumpsall aforesaid, upon the Site whereof are several Cottages, a Blacksmith's Shop, and other Buildings, with the Gardens thereunto belonging, in the several Occupations of William Hammond, Joseph Barker, James Jackson, James Wright, James Hudson, Elizabeth Brown, and John Isherwood, as Tenants thereof at yearly Rents amounting to Sixty-four Pounds Nine Shillings, and containing by Estimation Two Acres or thereabouts.

Richard Denham.

Various small Plots of Land situate in Pilsworth aforesaid, upon the Site whereof are several Cottages and other Buildings, with the Gardens thereunto belonging, in the several Occupations of William Barlow, the Overseers of the Poor of Pilsworth, James Royd, Jesse Barlow, Abraham Ashton, Jeremiah Barlow, William Allen, and Richard Morris, as Tenants thereof at yearly Rents amounting to Thirty-six Pounds Seventeen Shillings and Sixpence, and containing by Estimation One Acre or thereabouts.

Richard Denham.

1° VICTORIÆ, Cap. 37.

Various Plots or Parcels of Land situate in Blakeley otherwise Blackley aforesaid, upon the Site whereof are several Cottages and other Buildings, with the Gardens thereunto belonging, in the several Occupations of John Bowker, the Trustees of a Dissenting Chapel, James Heywood, John Thorpe, Simeon Hall, James Booth, John Booth, Thomas Jackson, Josiah Brown, Daniel Worsley, Joseph Travis, Mrs. Oldham, Joseph Binyon, John Jackson, William Bell, Nathan Whittaker, and Thomas Roberts, as Tenants thereof at yearly Rents amounting to Forty-nine Pounds Five Shillings and Three Halfpence, and containing altogether by Estimation Four Acres Two Roods or thereabouts.

Richard Denham.

A Farmhouse, with the Outbuildings, Gardens, and Closes of Land thereto belonging, situate in Outwood in the County of Lancaster, and now or late held by Betty Oakes at the yearly Rent of Thirty-three Pounds Eighteen Shillings, and containing Twenty-three Acres Three Roods or thereabouts.

Richard Denham.

A Farmhouse, with the Outbuildings, Gardens, and Closes of Land thereto belonging, situate in Little Lever in the County of Lancaster, and now or late held by Nathan Hulton at the yearly Rent of Thirty-seven Pounds Eleven Shillings and Eight-pence, and containing Twenty-six Acres or thereabouts.

Richard Denham.

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