



ANNO QUINQUAGESIMO PRIMO.

GEORGI II. REGIS.

Cap. 186.

An Act to enable the Trustees of the Will of *Thomas Peter Legh* Esquire, deceased, to purchase Estates for the Benefit of their Trust; and to sell certain of the Estates devised by the Will of the said *Thomas Peter Legh*, for raising Money to pay for such purchased Estates, and for reimbursing a Sum expended in the Redemption of the Land Tax, charged on other Estates of the said *Thomas Peter Legh*. [15th June 1811.]

WHEREAS at the Halmote Court holden in and for the Manor and Forest of *Macclesfield*, in the County of *Chester*, on the Nineteenth Day of *September*, in the Second Year of the Reign of His late Majesty King *George* the First, and in the Year of our Lord One thousand seven hundred and fifteen, *Francis Legh*, of *Lyme*, in the said County of *Chester*, Esquire, did surrender into the Hands of the King, as Lord of the Manor and Forest of *Macclesfield* aforesaid, all his Messuages, Cottages, Lands, Tenements, Meadows, Pastures, Parcels of Land, Rents, Reversions, Services and Hereditaments situate, lying and being in *Bothomes*, *Hockerley*, *Yeardsley* and *Whaley*, then late the Property of *John Legh*, of *Bothomes*, Gentleman, deceased, and then in the Occupation of *Robert Bradbury*; and all other the Customary
[Loc. & Per.]

Surrender,
dated 19th
Sept. 1715.

Messuages, Lands, Tenements and Hereditaments of the said *Francis Legh*, in *Bothomes, Hockerley, Yeardsley* and *Whaley*, or elsewhere within the said Manor; to the Intent that the said Lord the King, having Seisin thereof by his Steward of the Manor and Forest aforesaid or his Deputy, might give and grant all and singular the Hereditaments and Premises aforesaid with the Appurtenances unto *John Hawkins* heretofore, of *Macclesfield* aforesaid, Gentleman, his Heirs and Assigns for ever, to be holden of the Lord the King, his Heirs and Successors, Lords of the Manor and Forest of *Macclesfield* aforesaid; and the said *John Hawkins* was duly admitted Tenant according to the said Surrender, to hold to him, his Heirs and Assigns: And whereas at the Halmote Court held in and for the Manor and Forest of *Macclesfield* aforesaid on the Ninth Day of *March*, which was in the Tenth Year of the Reign of His late Majesty King *George* the First, and in the Year of our Lord One thousand seven hundred and twenty-three, *Peter Legh*, then of *Lyme*, in the said County, Esquire (since deceased), *John Shallcrosse*, then of *Shallcrosse*, in the County of *Derby*, Esquire, and *Edward Downes* the Elder, then of *Worth*, in the said County of *Chester*, Esquire, (both also since deceased,) did surrender into the Hands of the King, as Lord of the said Manor and Forest, all and singular the Messuages, Cottages, Lands, Tenements, Rents, Reversions, Services, Remainders and other the Customary or Copyhold Hereditaments, or of the Nature of Copyhold, with all and every of their Appurtenances, situate, lying and being in *Disley, Disley-Stanley, Whaley, Yeardsley, Kettle-shulme, Pott-Shrigley, Rainow, Sutton* and *Winkle*, or in any of them, in the said County of *Chester*, and within the Manor and Forest of *Macclesfield* aforesaid, then late of *Richard Legh*, Father of the same *Peter Legh*, and which came to the said *John Shallcrosse* and *Edward Downes* by the Surrender or Grant of the same *Peter Legh* and of one *Thomas Bowden* then deceased; and also all those other Closes, Inclosures, Lands, Meadows, Pastures, Feedings, Rents, Reversions and Customary and Copyhold Hereditaments with their Appurtenances, lying and being in *Disley-Stanley* aforesaid or elsewhere within the Manor and Forest aforesaid, which formerly belonged to *William Sherd* Gentleman, and which the said *Peter Legh* had then lately purchased or acquired on Grant or Surrender of the Right Honourable *Thomas Earl Rivers*, with the Appurtenances, and also all other the Messuages, Cottages, Lands, Tenements, Rents, Reversions, Services and Customary or Copyhold Hereditaments within the Manor and Forest aforesaid, of which the same *Peter Legh*, or any other Person or Persons in Trust for him or for his Use, then or then late was or were seised or had any Copyhold or Customary Estate of Inheritance in Possession, Reversion, Remainder or otherwise howsoever, with all and singular their and every of their Appurtenances, to the Intent that the said Lord the King, having Seisin thereof by his Steward of the Manor and Forest aforesaid or his Deputy, should give and grant all and singular the Hereditaments and Premises aforesaid, with the Appurtenances to *Edward Downes* the Younger, of *Shrigley*, in the said County of *Chester*, Gentleman, and the said *John Hawkins*, their Heirs and Assigns for ever, to the Intent that they should stand seised thereof to such Uses, and under and subject to such Limitations, Provisoos, Conditions, Declarations and Agreements as the same *Peter Legh* by his last Will and Testament in Writing, or by any Deed or Deeds to be signed and sealed by the same *Peter Legh* in the Presence of, and to be attested by Three
or

Surrender,
dated 9th
March 1723.

or more Witnesses, should direct, limit and appoint; and in Default of such Direction, Limitation or Appointment, to the Use of the same *Peter Legh*, his Heirs and Assigns for ever; and the said *Edward Downes* and *John Hawkins* were admitted Tenants according to the said last-mentioned Surrender, to hold to them, their Heirs and Assigns: And whereas *Thomas* Will of *Peter Legh*, late of *Lyme* aforesaid, Esquire, deceased, by his last Will Thomas and Testament in Writing duly executed and attested for the Devise of Peter Legh, Lands of Inheritance, and bearing Date on or about the Twenty-sixth dated 26th Day of *April* One thousand seven hundred and ninety-seven, ordered and directed all his just Debts, Funeral Expences, and the Charges of the Probate of his said Will 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 during her Life; and subject thereto the said Testator gave and devised unto *Richard Legh* Esquire, by his then Name of *Richard Croffe*, 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 hereinafter 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 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, with all the Furniture and Land she then held, and the Cottages which the said Testator purchased from *John Taylor*, 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; 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 thereinafter 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

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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 said 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 *Mrs. 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 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 should be 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, *Thomas Peter Legh*, 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 hereinbefore in part recited Will, leaving the said *Martha Anne Ormerod* his Sister and Heir at Law: And whereas the said *Elizabeth Charlotte Legh* died in or about the Month of *February* One thousand eight hundred and one: And whereas the said Testator, *Thomas Peter Legh*, left his said natural Sons, *Thomas Legh* and *William Legh*, and 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* then *Richard Crosse*, and *George Heron* were Complainants, and the said *Martha Anne Ormerod*, *Elizabeth Charlotte Legh*, *Thomas Legh* and others were Defendants, and hereinafter described as the Cause of *Crosse* and another *versus Ormerod* and others, 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; and there is Issue of their Marriage Two Sons now living, namely,

Death of the said Testator,

and of *Elizabeth Charlotte Legh*.
Issue of *Thomas Peter Legh*.

Order of the Court of Chancery, dated 19th December 1800.

Marriage of *Maria Legh* with *Thomas Claughton*;

namely *Thomas Legh Claughton* and a Son not yet baptized, and no other Issue Male: And whereas the said *Charlotte Anne Ormerod* hath de- parted this Life, having first intermarried with *John Hargreaves* Esquire, by whom she hath left Issue one Son only, named *John Hargreaves*, and the said *John Hargreaves* the Father is the natural Guardian of his said Son; and the said *George Anthony Legh Keck* hath no Issue: And whereas in the Forty-eighth Year of the Reign of His present Majesty an Act of Parliament was passed, intituled, *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:* And whereas by Articles of Agreement bearing Date on or about the Second Day of *February* One thousand eight hundred and eleven, and made or mentioned to be made between *Elizabeth Pye Benet* therein named and described as One of the Co-heiresses at Law of the said *Francis Legh* and *Peter Legh* the Elder, and also described as One of the Daughters and Co-heiresses at Law of *Peter Legh* the Younger, of the First Part; *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife (which said *George Anthony Legh Keck* is therein also described as the only surviving Son of the said *Elizabeth Pye Benet* by *Anthony James Keck* her former Husband), and the Reverend *James John Hornby* and *Hester* his Wife (which said *Henrietta Maria* Baroness *Lilford*, *Elizabeth Legh Keck* and *Hester Hornby*, are described as the Three Daughters and only Children of *Robert Vernon Atherton Atherton* and *Henrietta Maria* his Wife, theretofore *Henrietta Maria Legh* Spinster, who was the other Co-heiress at Law of the said *Francis Legh* and *Peter Legh* the Elder, and also the other Daughter and Co-heiress at Law of the said *Peter Legh* the Younger), of the Second Part; the said *Richard Legh* and *George Heron*, of the Third Part; and the said *Thomas Claughton*, of the Fourth Part; reciting (amongst other Things) the before recited Surrenders of the Nineteenth Day of *September* One thousand seven hundred and fifteen, and the Ninth Day of *March* One thousand seven hundred and twenty-three, and certain Indentures of Lease and Release or Settlement of the Twenty-second and Twenty-third Days of *November* One thousand seven hundred and twenty-three, and the Will of the said *Peter Legh* the Elder, dated the Twenty-first Day of *January* One thousand seven hundred and forty-one; and also reciting the Deaths and Failure of Issue of the several Parties in whose Favour the Limitations in the said recited Settlement and Will were made, and thereby deducing into the said *Elizabeth Pye Benet*, *Henrietta Maria* Baroness *Lilford*, *Elizabeth Legh Keck* and *Hester Hornby*, a Title to the Possession of the several Customary or Copyhold Messuages and Hereditaments comprised in the said several Surrenders hereinbefore recited, from the Decease of the said *Thomas Peter Legh*; and also reciting that the said *Elizabeth Pye Benet*, *Henrietta Maria* Baroness *Lilford*, *Elizabeth Legh Keck* and *Hester Hornby*, as the Heirs at Law of the said *Francis Legh* and of the said *Peter Legh* the Elder, and *Peter Legh* the Younger, or some Person or Persons in Trust for them or for their Use, then was or were seized of or entitled to certain Copyhold or Customary Hereditaments and Premises, situate, lying and being in *Disley* and *Disley Stanley* aforesaid or elsewhere in the said Manor and Forest of *Macciesfield*, which said last-mentioned Lands and Hereditaments had been formerly purchased or

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Issue.
Marriage,
Issue and
Death of
Charlotte
Anne Orme-
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Articles of
Agreement
dated 2d.
February
1811.

otherwise acquired by or descended to the said *Francis Legh*, *Peter Legh* the Elder, and *Peter Legh* the Younger, some or one of them; and also reciting, that the Name of the said *John Hawkins* was used in the said in part recited Surrender of the Nineteenth Day of *September* One thousand seven hundred and fifteen, as a Trustee only for the said *Francis Legh* the Surrenderor, his Heirs and Assigns, and that the said *John Hawkins* having survived the said *Edward Downes* the Younger, died without having made any Devise of his Trust Estates, and that the same were then descended to and vested in *John Dickenson*, of *Leighton Buzzard*, in the County of *Bedford*, Esquire, as his great Grandson and Heir at Law, he the said *John Dickenson* being the only Son and Heir of *Sarah Dickenson* deceased, formerly the Wife of *John Dickenson* the Elder, late of *Birch Hall*, in the said County of *Lancaster*, Esquire, and which said *Sarah Dickenson* was the only Daughter and Heiress at Law of *Chetham* deceased, formerly the Wife of *Thomas Chetham*, of *Mellor*, in the County of *Derby*, Esquire, which said *Chetham* was the only Daughter and Heiress at Law of the said *John Hawkins*; and also reciting, that the said Copyhold Estates lay very much intermixed, and had been immemorially held and enjoyed with certain Freehold Estates theretofore the Inheritance of the said *Thomas Peter Legh*; and also reciting that the said *Elizabeth Pye Benet* and the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, had not nor had any of them, nor any other Person or Persons in Trust for them or any of them, been in the Possession or Receipt of the Rents and Profits of such Copyhold Estates or any Part thereof since the Decease of the said *Thomas Peter Legh*; and also reciting, that the said *Thomas Claughton*, with the Approbation of the said *Richard Legh* and *George Heron*, had contracted and agreed with the said *Elizabeth Pye Benet*, and also with the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, for the Purchase of all their Estate, Right, Title and Interest of and in such Copyhold Estates, and such accrued and accruing Rents thereof, at the Price or Sum of Forty-three thousand Pounds; it is witnessed, that for and in consideration of the Sum of Twenty-one thousand five hundred Pounds, which had theretofore been paid or allowed in Account by the said *Thomas Claughton* to the said *Elizabeth Pye Benet*, as she the said *Elizabeth Pye Benet* did thereby admit and acknowledge, and also in consideration of the Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, thereafter by the said *Thomas Claughton* covenanted and agreed to be paid or secured to be paid to the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, and of the like Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence by the said *Thomas Claughton* covenanted to be paid or secured to be paid to the said *George Anthony Legh Keck* and *Elizabeth* his Wife, and also of the like Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence by the said *Thomas Claughton* covenanted to be paid or secured to be paid to the said *James John Hornby* and *Hester* his Wife, the said *Elizabeth Pye Benet*, *Thomas Lord Lilford* for himself and the said *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* for himself and the said *Elizabeth* his Wife, and the said *James John Hornby* for himself and the said *Hester* his Wife, did severally and respectively covenant with the said *Thomas Claughton*, his Heirs and Assigns,

Assigns, that he the said *John Dickenson* or his Heirs should and would at the proper Costs and Charges of the said *Thomas Claughton*, and on Payment or Security of Twenty-one thousand five hundred Pounds to the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, in the Manner and Proportions in the Covenant of the said *Thomas Claughton* thereafter mentioned, surrender in Manner therein mentioned all those the said Messuages, Cottages, Lands, Tenements, Meadows, Pastures, Parcels of Land, Rents, Reversions, Services and Hereditaments, situate, lying and being in *Bothomes, Hockerley, Yeardsley* and *Whaley*, or elsewhere in the said Manor and Forest of *Macclesfield*, and comprized in the said in part recited Surrender of the Nineteenth Day of *September* in the Second Year of the Reign of His said late Majesty King *George* the First; and also all and singular the said Copyhold or Customary Messuages, Cottages, Lands, Tenements, Rents, Reversions, Services, Remainders and other the Customary or Copyhold Hereditaments, or of the Nature of Copyhold, with all and every of their Appurtenances, situate, lying and being in *Disley, Disley-Stanley, Whaley, Yeardsley, Kettlebulme, Pott Shrigley, Rainow, Sutton* and *Winkle*, or in any of them, in the said County of *Chester*, or elsewhere within the said Manor and Forest of *Macclesfield*, and comprized in the said recited Surrender of the Ninth Day of *March* in the Tenth Year of the Reign of His said late Majesty King *George* the First, or in any other Surrender or Surrenders respectively, or of which the said *John Dickenson* was or might be seised or possessed in Trust for the said several Parties thereto or any of them, to the Intent and Purpose that our said Lord the King, having Seisin of the said Premises by the Steward of the Manor and Forest aforesaid or his Deputy there, might give and grant the same Premises with their Appurtenances unto and to the Use of the said *Thomas Claughton*, his Heirs and Assigns for ever, or as he or they should or might direct or appoint; and also, that they the said *Elizabeth Pye Benet*, *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, or their respective Heirs, and all other necessary and proper Parties claiming in Trust for them or any of them, should and would, in Manner in the now reciting Articles mentioned, surrender all and every the said (therein and hereinbefore mentioned) and all other Copyhold or Customary Messuages, Tenements, Lands, Rents, Reversions, Services and Hereditaments, or of the Nature of Copyhold, situate, lying and being in *Disley* and *Disley-Stanley* aforesaid, or elsewhere within the said Manor and Forest, so vested in the said *John Dickenson*, and also such as were formerly purchased or otherwise acquired by or descended to the said *Francis Legh*, the Surrenderor first named, *Peter Legh* the Elder, or *Peter Legh* the Younger, some or one of them, and whereof or wherein they the said *Elizabeth Pye Benet*, *Henrietta Maria* Baroness *Lilford*, *Elizabeth Legh Keck* and *Hester Hornby* or any of them, or any other Person or Persons in Trust for them or any of them, or for their or any of their Use, was or were or might be so as aforesaid or in any other Manner seised of any Estate of Inheritance, Customary or Copyhold, in Possession, Reversion, Remainder or otherwise howsoever, with their and every of their Appurtenances in the said Forest of *Macclesfield*, to the Intent and Purpose that our said Lord the King, having Seisin of the said

last-mentioned Premises by his Steward of the Manor or Forest aforesaid, or his Deputy there, might give and regrant the same Premises with their Appurtenances unto and to the Use of the said *Thomas Claughton*, his Heirs and Assigns for ever, or as he or they might direct or appoint to be respectively holden of our said Lord the King, his Heirs and Successors, Lords of the Manor and Forest aforesaid, by and under the Rents, Suits and Services therefore respectively due and of Right accustomed, and according to the Custom of the Manor and Forest of *Macclesfield* aforesaid; and it is further witnessed, that for the Considerations aforesaid, and also in consideration of the Covenant of the said *Thomas Claughton* hereinafter contained, the said *Elizabeth Pye Benet*, and *Thomas Lord Lilford* for himself and the said *Henrietta Maria* Baroness *Lilford* his Wife, the said *George Anthony Legh Keck* for himself and the said *Elizabeth* his Wife, and the said *James John Hornby* for himself and the said *Hester* his Wife, did severally covenant with the said *Thomas Claughton*, his Heirs, Executors, Administrators and Assigns, that they the said *Elizabeth Pye Benet*, *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby*, and *Hester* his Wife, and their respective Heirs, and all other necessary and proper Parties claiming by, from or under or in Trust for them or any of them, should and would at the proper Costs and Charges of the said *Thomas Claughton*, and on Performance of his Covenant hereinafter contained, bargain, sell, assign, transfer and set over unto the said *Thomas Claughton*, his Heirs, Executors, Administrators and Assigns, all such Rents and Arrears of Rent, Sum and Sums of Money which had accrued or become due since the Decease of the said *Thomas Peter Legh*, or thereafter should or might be, or become due to, or ought to be received by the said *Elizabeth Pye Benet*, *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, or any of them, or any Trustee or Trustees or other Person on their Behalf, or to or for their or any of their Use, from any Person or Persons whomsoever, for or in respect of the said Copyhold Hereditaments and Premises or any Part thereof, with all Interest which might be considered to be due or claimed for or in respect of such Rents or any Part thereof, together with all such Rights, Remedies and Powers for Recovery thereof then vested in or given and reserved to them the said *Elizabeth Pye Benet*, *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, or any of them, their or any of their Heirs, Executors, Administrators or Assigns, to hold, receive and take the same unto and to the Use of the said *Thomas Claughton*, his Heirs, Executors, Administrators and Assigns for ever; and the said *Thomas Claughton* for himself, his Heirs, Executors and Administrators did covenant with the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, *George Anthony Legh Keck* and *Elizabeth* his Wife, and *James John Hornby* and *Hester* his Wife, and to and with their several and respective Heirs, Executors, Administrators or Assigns, that he the said *Thomas Claughton*, his Heirs, Executors, Administrators or Assigns, or some of them, should and would, within the Space of Six Calendar Months from the Date thereof, pay or secure to be paid by such good and sufficient Mortgage Security of Lands and Tenements in *Great Britain*, as the Counsel of the said *Thomas Lord Lilford*, *George Anthony Legh Keck* and *James John Hornby* should appoint, the Sum of Twenty-one thousand

thousand five hundred Pounds of lawful Money of *Great Britain*, (being the remaining Moiety or Half Part of the said whole Purchase of Consideration Money of Forty-three thousand Pounds,) with lawful Interest for the same if secured as aforesaid, payable Half-yearly from the Date of such Security, in the Proportions and Manner following; that is to say, the Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, being One Third Part of the said Moiety or Sum of Twenty-one thousand five hundred Pounds, with lawful Interest to accrue due thereon Half-yearly, if secured as aforesaid, unto the said *Thomas Lord Lilford* and *Henrietta Maria* Baroness *Lilford* his Wife, their or One of their Executors, Administrators or Assigns; the Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, being One other Third Part of the said Moiety or Sum of Twenty-one thousand five hundred Pounds, with lawful Interest to accrue due thereon Half-yearly, if secured as aforesaid, unto the said *George Anthony Legh Keck* and *Elizabeth* his Wife, their or One of their Executors, Administrators or Assigns; and the Sum of Seven thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, the other Third Part of the said Moiety or Sum of Twenty-one thousand five hundred Pounds, with lawful Interest to accrue due thereon Half-yearly, if secured as aforesaid, unto the said *James John Hornby* and *Hester* his Wife, their or One of their Heirs, Executors, Administrators or Assigns, without Fraud or further Delay, and without any Deduction, Defalcation or Abatement whatsoever out of the same, on any Account whatsoever (the Property Tax on the said Interest Payments only excepted): And whereas the before-mentioned Copyhold Estates situate within the said Manor and Forest of *Macclesfield* do contain One thousand Acres and upwards, and the same in part adjoin to *Lyme Park*, the principal Family Seat or Residence of the *Legh* Family, and are in general contiguous to and the whole have been long held and enjoyed with the principal Family Seat at *Lyme* aforesaid, and the other Freehold Family Estates heretofore the Inheritance of the said *Peter Legh* the Elder, since of the said *Thomas Peter Legh*, and now vested in his said Devisees in Trust as aforesaid; and it would be extremely convenient and desirable that the same Copyhold Estates should be again annexed to and held with the said Family Estate, inasmuch as the same Estate would be greatly dismembered and deteriorated if the said Copyhold Estates should become the Property of other Purchasers, and be separated therefrom: And whereas the said *Thomas Cloughton* entered into and made the Contract and Agreement hereinbefore recited for the Purchase of the said Copyhold Estates, Rents and Hereditaments described and comprized in the said Articles of Agreement of the Second Day of *February* One thousand eight hundred and eleven, with a View to annex the same to the said Family Estate late of the said *Thomas Peter Legh* deceased, and hath proposed and agreed to transfer and give up all Benefit and Advantage of and in his said Contract and Purchase of the said Copyhold Estates unto the said Devisees in Trust named in the said Will of the said *Thomas Peter Legh*, on receiving the said Sum of Forty-three thousand Pounds, the Purchase Money paid and contracted to be paid by him as aforesaid, or any other Sum being the Value thereof and not exceeding Forty-three thousand Pounds, with the Interest thereof: And whereas the said *Thomas Cloughton* is also seised or possessed of, or otherwise entitled to divers other Copyhold and Freehold Estates, Rents and Hereditaments, which are comprized in the First

Extent of the Copyhold Estates, and their Contiguity to *Lyme House* and *Park*.

Purchase thereof with a View to be re-annexed to the Family Estates.

Other Estates contiguous and desirable to be annexed.

Contract for
the Redemp-
tion of the
Land Tax
on the New-
ton Estates of
the Testator,
Thomas Peter
Legh.

Certain
Estates of
Thomas
Peter Legh
situate at a
Distance.

Mortgages
on the Estates
of Thomas
Peter Legh.

Benefit of
selling de-
tached, and
purchasing
contiguous
Estates, to be
settled to
same Uses,
&c.

Schedule to this Act annexed, situate within the Township of *Disley* afore-
said, and in *Marple* and *Handley*, in the said County of *Chester*, and in
the several Townships of *Newton*, *Golborne*, *Lowton*, *Ashton*, *Warrington*,
Hoole, and *Bleakley*, all in the County of *Lancaster*, Part whereof are
immediately adjacent to the Mansion-house or Residence late of the said
Thomas Peter Legh, at *Haydock Lodge*, in the said County of *Lancaster*, and
the whole lie contiguous to or intermixed with or issuing and payable out
of other Estates of the said *Thomas Peter Legh*; and it would be extremely
convenient and desirable, if the same last-mentioned Estates and Property
could also be purchased from the said *Thomas Claughton*, so as to be
annexed to, and held and enjoyed with the other family Estates late of
the said *Thomas Peter Legh*, situate in and near to the said several Town-
ships last hereinbefore mentioned: And whereas the said *Richard Legh* and
George Heron, as Devisees in Trust named in the said Will of the said *Thomas
Peter Legh*, some Time in the Month of *September* One thousand eight
hundred and three, did contract and agree with Two of the Commissioners,
appointed under or by virtue of the several Acts passed for that Purpose,
for the Redemption of the Land-tax charged upon the Manor, Capital and
other Messuages, Lands, Tenements and Hereditaments late of the said
Thomas Peter Legh, in *Newton*, in *Mackerfield* afore said, payable by Instal-
ments; the whole of such Instalments have been regularly and duly
paid, amounting to the Sum of One thousand two hundred and eighty-nine
Pounds One Shilling and Two-pence Three Farthings, which is the pro-
per Money of him the said *Thomas Claughton*; and it would be convenient
and is desirable that such Money should be repaid, and the said Land-Tax
should sink and be merged in the said Lands and Estates late of the said
Thomas Peter Legh, in *Newton*, in *Mackerfield* afore said: And whereas the
Estates late of the said *Thomas Peter Legh*, situate in the several Townships
of *Handley*, *Aldford* and *Aldersey*, and in the several Parishes of *Groppen-
ball* and *Lymm*, in the said County of *Chester*, and in the several Townships
or Places of *Much Hoole*, *Bretherton*, *Eccleston*, *Ulness-Walton*, *Ashton*, *Bleak-
ley*, *Sankey*, *Warrington*, *Poulton with Fearnhead*, and *Bold*, in the said
County of *Lancaster*, or some Parts thereof respectively, lie at a Distance,
or detached from the said Family Residences and Estates late of the said
Thomas Peter Legh, at *Lyme* and *Haydock* afore said, and from each other:
And whereas certain Parts of the same last-mentioned Estates, which are
comprised in the Second Schedule to this Act annexed, are subject to Two
several Mortgages heretofore made unto *Anna Maria Bold*, of *Bold* afore-
said, Spinster, for securing the Sums of Five thousand Pounds and Two
thousand Pounds with lawful Interest, and other Parts of the same Estates
are subject to a Mortgage some Time since made unto *John Brocklehurst*
Esquire, for securing the Sum of Three thousand Pounds and lawful Inte-
rest: And whereas it would be greatly for the Benefit of all Persons
beneficially interested under the Will of the said *Thomas Peter Legh* in the
several Estates thereby devised, that such detached Estates or a competent
Part thereof should be sold, and that the Money arising from such Sale
or a competent Part thereof should be invested, under the Direction and
with the Approbation of the said Court of Chancery, in the Purchase of
the said Copyhold and freehold Estates so as afore said purchased by or
belonging to the said *Thomas Claughton*; and that such Copyhold and Free-
hold Estates, when so purchased, should be settled to the subsisting Uses of
the said Will of the said *Thomas Peter Legh*; and also that the said Sum of
One thousand two hundred and eighty-nine Pounds One Shilling and
Two-pence

Two-pence Three Farthings, so paid as aforesaid for the Redemption or Purchase of the Land-tax charged on the Estates of the said *Thomas Peter Legh*, in *Newton* aforesaid, should be reimbursed and repaid; but by reason of the Limitations contained in the said Will, such Sales and Purchases cannot be effected, nor can such Money be raised, without the Aid and Authority of Parliament; Therefore 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*, and all other Persons for whom they are Trustees, *Martha Anne Ormerod*, and *John Hargreaves* the Father (on Behalf of his said Infant Son), *Thomas Claughton* and *Maria* his Wife, and the said *Thomas Claughton* on Behalf of his said Infant Sons, and also the said *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 it shall and may be lawful to and for the said *Richard Legh* and *George Heron* and the Survivor of them, his Heirs and Assigns, or the Trustee or Trustees for the Time being, either under the said Act of Parliament made in the Forty-eighth Year of the Reign of His present Majesty, or otherwise, of the said Will of the said *Thomas Peter Legh*, and he and they is and are hereby authorized and empowered, subject to such Order and Controul of the High Court of Chancery as is hereinafter mentioned and provided, to contract and agree with the said *Thomas Claughton*, his Heirs or Assigns, for the Purchase of all and singular the said Copyhold Messuages, Tenements, Lands, Rents and Hereditaments which have been lately purchased as aforesaid by the said *Thomas Claughton*, and which are mentioned and comprised in the said Articles of the Second Day of *February* One thousand eight hundred and eleven, at and for the Price or Sum of Forty-three thousand Pounds (being the same Price or Sum which has been given or agreed to be paid and given for the same by the said *Thomas Claughton*), or for any Price not exceeding the said Sum of Forty-three thousand Pounds, and the Interest thereof, with a proper Deduction, if the said Court shall so direct, for that Part of the said Purchase Money which was given as a Compensation for Rents and Profits subsequent to the Death of the said *Thomas Peter Legh* the Testator, and also subject to such Order and Controul of the High Court of Chancery as is hereinafter mentioned and provided; to contract and agree with the said *Thomas Claughton*, his Heirs or Assigns, for the Purchase of all or any of such Freehold and Copyhold Estates of him the said *Thomas Claughton*, or in which he is interested, as are situate and being in the said several Townships of *Disley*, *Marple*, *Handley*, *Newton*, *Golborne*, *Lowton*, *Ashton*, *Warrington*, *Hoole*, and *Bleakley* aforesaid, or any of them, and as are described in the First Schedule hereunto annexed, at and for such Price and Prices as they the said *Richard Legh* and *George Heron*, or the said Trustee or Trustees for the Time being on the One Part, and the said *Thomas Claughton*, his Heirs or Assigns, on the other Part, shall or may mutually agree upon, subject to the Approbation of the said Court of Chancery.

Prayer.

Power to the Devisees in Trust, to purchase Copyhold and other Estates.

II. And be it further enacted, That all such Manors or reputed Manors, or Parts or Shares thereof, Messuages, Lands, Tenements, Rents and Hereditaments, (being Part of the Estates devised by the Will of the said *Thomas*

And to sell certain Estates of the Testator to

make good
such Pur-
chases, &c.

Thomas Peter Legh deceased) as are situate, lying, being or arising in the said several Townships, Parishes or Places of *Aldford, Aldersey, Broom, Heatley, Lymm, Groppenball* and *Handley*, in the County of *Chester*, and in the several Townships, Parishes or Places of *Ashton, Bold, Bleakley, Hoole*, otherwise *Much Hoole, Bretherton, Eccleston, Ulnefs-Walton, Sankey, Poulton* with *Fearnhead*, and *Warrington*, in the said County of *Lancaster*, (and comprised and mentioned in the Second Schedule hereunto annexed), or such Part or Parts thereof respectively as they the said *Richard Legh* and *George Heron*, or the Survivor of them, his Heirs or Assigns, or such Trustee or Trustees for the Time being, may think it beneficial to the said Trust Estate to sell and dispose of in pursuance of the Power hereby given, with their respective Rights, Royalties, Members and Appurtenances, shall or may at any Time after the passing of this Act, by and under the Order and subject to the Controul of the said High Court of Chancery, be sold and disposed of by the said *Richard Legh* and *George Heron*, their Heirs or Assigns, or the Survivor of them, his Heirs or Assigns, or other Trustee or Trustees for the Time being, absolutely and for ever freed and discharged of and from all and singular the Uses, Estates, Intails, Limitations, Remainders, Trusts, Charges, Provisoos and Declarations which in and by the said Will of the said *Thomas Peter Legh* deceased, were limited, expressed and declared of and concerning the same Manors or reputed Manors, or Parts or Shares thereof, Messuages, Lands, Tenements and Hereditaments; and that such Sale or Sales shall or may be made either in One Lot or in Parcels, and either by Public Auction or Private Contract, unto any Person or Persons who shall be willing or desirous to become a Purchaser or Purchasers thereof, for the best Price or Prices and most Money that can or may be had or gotten for the same; and upon Payment of the Purchase Money for the same in Manner hereinafter mentioned, the said *Richard Legh* and *George Heron*, their Heirs or Assigns, or the Survivor of them, his Heirs or Assigns, or the said Trustee or Trustees for the Time being, shall grant, convey or otherwise assure the Hereditaments which shall be so sold and the Fee Simple and Inheritance or other Estate of Inheritance thereof or therein respectively, unto the Purchaser or Purchasers thereof respectively, and his, her or their Heirs, Executors, Administrators and Assigns, or to such other Person or Persons, or in such other Manner, and to such Uses, and upon such Trusts as such Purchaser or Purchasers shall or may direct or appoint, absolutely and for ever freed and discharged as hereinbefore is mentioned.

Receipt of the
Money;

III. And be it further enacted, That the Purchaser or Purchasers of the Lands comprised in the Second Schedule to this Act, and hereinbefore authorized to be sold as aforesaid, shall pay his, her or their Purchase Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to the Credit of the said Cause, "*Crosse* and another *versus Ormerod* and others;" "*ex parte* the Purchasers of the Estates of *Thomas Peter Legh*;" the same Money to be paid pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-second, and the general Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-fourth.

IV. And

IV. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* to be thereto annexed, and therewith filed in the proper Office of the said Court of Chancery, of the Payment into the Bank by the Purchaser or Purchasers of the Hereditaments comprised in the Second Schedule to this Act, and hereby authorized to be sold, of his, her or their Purchase Monies, shall be a good and effectual Discharge to such Purchaser or Purchasers, and to his, her or their Heirs, Executors, Administrators and Assigns, for his, her or their respective Monies; and that after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same Money, and shall not be answerable or accountable for any Loss, Misapplication or Nonapplication thereof.

and Discharge for the same :

V. And be it further enacted, That it shall and may be lawful to and for the said High Court of Chancery, on a Petition to be presented in a summary Way in the said Cause of "*Crosse* and another *versus Ormerod* and others," by the Person or Persons who, if this Act had not been made, would have been beneficially entitled to the Rents, Issues and Profits of the Hereditaments comprised in the Second Schedule to this Act, and hereby authorized to be sold, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age then by his, her or their Guardian or Guardians, to make an Order for applying a competent Part of the Money to be raised by Sale as aforesaid in the Reimbursement of the said Sum of One thousand two hundred and eighty-nine Pounds One Shilling and Two pence Three Farthings, so paid as aforesaid for the Redemption or Purchase of the Land Tax charged on the said Manor and Estates late of the said *Thomas Peter Legh*, in *Newton* aforesaid, and in the Completion of the Purchase of all or any Part of the said Copyhold Messuages, Lands, Estates and Hereditaments so as aforesaid contracted for by the said *Thomas Claughton*, and mentioned in the said recited Articles, and the Freehold and Copyhold Messuages and other Hereditaments already purchased by or belonging to the said *Thomas Claughton*, or in which he is interested, and which are mentioned in the First Schedule to this Act, and to apply a competent Part of the Money to arise from Sale as aforesaid in the Discharge of any Mortgage or Mortgages subsisting on the said Manors and Hereditaments comprised in the Second Schedule to this Act or any of them.

and Application thereof :

VI. Provided always, and be it enacted by the Authority aforesaid, That it shall be lawful for the said High Court of Chancery, on a summary Petition to be presented in the said Cause, either by the said *Thomas Claughton*, his Executors or Administrators, or such other Person or Persons as aforesaid, to make an Order for ascertaining and directing what Part or Proportion of the said Sum of Forty-three thousand Pounds was or shall be considered to be paid as the Purchase or Consideration Money of or for the Rents and Profits of the said Copyhold Lands and Hereditaments mentioned and comprised in the said Articles of Agreement of the Second Day of *February* One thousand eight hundred and eleven, since the Decease of the said *Thomas Peter Legh*; and also for ascertaining what Sum or Sums of Money is, are or may be due to the said *Thomas Claughton*, his Executors, Administrators or Assigns, for Interest of the said Sum of

Court of Chancery may make Orders on Petition,

[*Loc. & Per.*]

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Forty-

Forty-three thousand Pounds; and on the like Petition to make an Order for the Payment or Allowance unto the said *Thomas Claughton*, his Heirs, Executors or Administrators, of such Sum or Sums as aforesaid, out of the Trust Estate devised by the Will of the said *Thomas Peter Legh*, or out of the Money to be raised by Sale under and by virtue of the Powers and Authorities of this Act, as the said Court in its Discretion shall think fit, and by its Order direct.

and allow to
Thomas
Claughton
Purchase
Money on
Account.

VII. Provided always, and be it further enacted, That if it shall happen that the said *Thomas Claughton* should become the Purchaser of any Part or Parts of the said Manors or reputed Manors, or Parts or Shares thereof, Messuages, Lands, Tenements, Rents and Hereditaments mentioned and comprized in the Second Schedule hereunto annexed, and if the said High Court of Chancery shall declare and approve him the said *Thomas Claughton* as such Purchaser thereof, then, notwithstanding any Enactment hereinbefore contained, and instead of the Purchase Money being paid into the Bank in Manner aforesaid, it shall and may be lawful to and for the said High Court of Chancery to order and direct that all or (as the Case may require) any of such Purchase Money shall be allowed to the said *Thomas Claughton* in account, as the Money or Part of the Money which he shall be entitled to receive for any Estates to be purchased from him under the Provisions of this Act.

Power to
purchase
other conti-
guous or in-
termixed
Estates.

VIII. And whereas it is probable, and there is Reason to expect that Opportunities may offer of making Purchases of or acquiring other Estates intermixed with or eligible and convenient to be held together with and as Part of the settled Estates of the said *Thomas Peter Legh*; be it therefore further enacted by the Authority aforesaid, That any Estates lying contiguous to or intermixed with, or convenient to be held with the Bulk of the Estates so devised as aforesaid by the said *Thomas Peter Legh*, shall or may be purchased in the same or the like Manner, and under and subject to the same or the like Regulations and Directions, Provisoos and Declarations as are hereinbefore contained of and concerning the Estates of or belonging to the said *Thomas Claughton*, comprized in the First Schedule to this Act, or as near thereto as may be, and the Circumstances of the Case will admit; and that the Money which shall be payable for any Estates to be purchased as last-mentioned may, by and under the Direction of the said High Court of Chancery, and if that Court shall think fit, be raised by a Sale of a competent Part of the Estates comprized in the Second Schedule to this Act, and which shall not have been previously sold under the Authority of this Act; so nevertheless, that no such other or additional Estates shall or may be purchased until the Completion of the Purchase of the said Estates comprized in the said Articles, and also of such of the Estates of the said *Thomas Claughton*, comprized in the First Schedule to this Act, as the said High Court of Chancery shall approve of as proper to be purchased under the Authority of this Act.

Residue of
Money (if
any) arising
by Sale to be
laid out in
the Purchase
of Lands.

IX. And be it further enacted, That in case it shall happen that there should be a Surplus of Money arising from Sales as aforesaid, and remaining after answering the Purposes of this Act, then, upon a Petition to be presented to the said Court in a summary Way by the Person or Persons who if this Act had not passed would have been beneficially entitled to the Rents, Issues and Profits of the Hereditaments comprized in the
Second

Second Schedule to this Act, and hereby authorized to be sold; if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her or their Guardian or Guardians, such Surplus Money shall be laid out in the Purchase of Freehold Lands, Tenements or Hereditaments, or of Copyhold Lands, Tenements or Hereditaments, which may be respectively approved of by the said Court of Chancery; and that upon, or from and immediately after the making of such Purchase or Purchases, the Lands, Tenements and Hereditaments so to be purchased shall be conveyed, settled and assured upon, and for such and so many of the Uses, Trusts, Intents and Purposes, and with, under and subject to such and so many of the Powers, Provisoos, Agreements and Declarations contained in the said Will of the said *Thomas Peter Legh* of and concerning the Hereditaments hereinbefore authorized to be sold; as at the Time of making such Conveyances, Settlements and Assurances would have been subsisting undetermined and capable of taking Effect, in case this Act had not been passed; or as near thereto as may be, and as the Deaths of Parties, the Change of Interests, and other intervening Circumstances will admit.

X. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant-General in Manner hereinbefore directed; or so much thereof as shall not have been applied by or under the Direction of the said Court of Chancery, pursuant to the Directions hereinbefore contained, shall in the meantime, and until the same Monies shall be invested in the Purchase of Lands, Tenements and Hereditaments, be from Time to Time laid out in the Purchase of Navy, Victualling or Exchequer Bills, all which said Navy, Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in Navy, Victualling or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling or Exchequer Bills, all which said Navy, Victualling and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant-General, and shall there remain until a proper Purchase or Purchases be found and approved as hereinbefore is directed, and until the same, shall, upon a Petition setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way, by the Person or Persons hereinbefore mentioned for that Purpose, be ordered to be sold by the said Accountant-General for the completing such Purchase in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as last-mentioned, then and in that Case only, the Surplus which shall remain after discharging the Expences of the Application to the said Court, shall be paid to such Person or Persons respectively, and applied in such Manner as the Rents and Profits of the Lands, Tenements and Hereditaments which shall be so sold would have been payable or applicable in case this Act had not passed.

Monies paid into the Bank to be invested in Navy, Victualling or Exchequer Bills.

XI. And be it further enacted by the Authority aforesaid, That upon Payment of the Purchase Money which may be contracted and agreed to be paid as aforesaid unto the said *Thomas Claughton*, his Heirs, Executors, Administrators or Assigns, it shall and may be lawful to and for the said *Richard Legh* and *George Heron*, or the Survivor of them, his Heirs or Assigns, On Payment of the Purchase Money, the Estates to be conveyed to the Trustees.

Assigns, or other Trustee or Trustees for the Time being; to accept and take from the said *Thomas Claughton* and his Heirs, and all other necessary and proper Parties, a Surrender, Grant, Release, Conveyance or other Assurance unto the said *Richard Legh* and *George Heron*, their Heirs and Assigns, or to the Survivor of them, his Heirs and Assigns, or other Trustee or Trustees for the Time being, in such Form and Manner as shall be approved of by the said High Court of Chancery, of all and singular the said Messuages, Tenements, Lands, Rents, Reversions, Services, Hereditaments and Premises which may be so as aforesaid contracted to be purchased by the said *Richard Legh* and *George Heron*, and the Survivor of them, his Heirs or Assigns, or other Trustee or Trustees for the Time being, from the said *Thomas Claughton*, his Heirs or Assigns, to be held by the said *Richard Legh* and *George Heron* or other Trustee or Trustees for the Time being, upon such and the same Trusts, and to and for such and the same Uses, Ends, Intents and Purposes, as are limited, expressed and declared in and by the last Will and Testament of the said *Thomas Peter Legh* deceased, of and concerning the several Manors, Messuages, Lands, Tenements and Hereditaments thereby given and devised to the said *Richard Legh* and *George Heron*, their Heirs and Assigns as aforesaid, or such and so many of the same Uses, Ends, Intents and Purposes as shall then be subsisting and capable of taking Effect, or as near thereto as may be, and the Deaths of Parties, the Change of Interests, and other intervening Circumstances will admit.

No Sale, &c. to be made but under the Order of the Court of Chancery.

XII. Provided always, and it is hereby further enacted, That every Sale and Purchase to be made under and by virtue of the Powers and Authorities given in and by this present Act, shall be made under the Authority and by and under the Direction of the said High Court of Chancery, under or by virtue of some Order or Orders of the same Court, to be made upon Petition to be presented in a summary Way in the said Cause of "*Crosse* and another against *Ormerod* and others," and not otherwise, any Thing herein contained to the contrary thereof in anywise notwithstanding.

Also to tax the Costs, and for Payment of Expences of the Act.

XIII. And be it further enacted, That it shall and may be lawful for the High Court of Chancery, upon Petition to be presented in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just or reasonable, for allowing, taxing and settling all Costs, Charges and Expences which have been or shall be incurred in obtaining and passing this Act, or in anywise incident or relating thereto; and that the same shall be paid and discharged by and out of the Money to be raised by Sale of all or any Part of the Real Estates late of the said *Thomas Peter Legh*, comprised in the Second Schedule to this Act.

Application of Rents, &c. until a Sale, &c.

XIV. Provided always, and be it further enacted, That all and singular the said Manors or Lordships, Messuages, Lands, Tenements and Hereditaments comprised in the Second Schedule to this Act, which shall remain undisposed of, and not have been sold in pursuance thereof, shall go and be held in Trust for such Person or Persons, for such Estates and Interests, and the Rents and Profits thereof so subject shall be paid and applied in such Manner, as the same would respectively have gone and been applicable if this present Act had not been made; and that all Conveyances to be made, and all Fines to be levied, and Recoveries to be suffered of the Manors and Hereditaments respectively which shall remain
unfold,

unfold, shall have the same or the like Effect and Operation in Law or in Equity on such Manors and Hereditaments to all Intents and Purposes as if the same Manors and other Hereditaments had remained subject to the Trusts and Limitations of the Will of the said *Thomas Peter Legh*; nevertheless, the Powers and Authorities hereby given shall remain in Force until a Recovery or Recoveries shall have been duly suffered; but such Recovery or Recoveries shall be, and shall be deemed a Bar to any further Exercise of all or any of the same Powers and Authorities.

XV. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to the said *Mary Allen*, the Annuitant, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her and their respective Heirs, Successors, Executors, Administrators and Assigns, (other than and except to the said *Richard Legh* and *George Heron* and their Heirs, *Thomas Legh* and *William Legh* respectively, and their Sons, and the Heirs of the Bodies of them the said *Thomas Legh* and *William Legh*, and of the same Sons respectively, the said *Martha Anne Ormerod* and her Heirs, *John Hargreaves* the Younger, and the Heirs of his Body, *Thomas Claughton* and *Maria* his Wife, *Emma Legh*, *Mary Legh*, and *Margaret Legh*, and their respective Sons, and the Heirs of the Bodies of the said *Maria Claughton* *Margaret Legh*, *Emma Legh*, and *Mary Legh* respectively, and of their Sons, and also to the said *George Anthony Legh Keck* and his Sons, and the Heirs of the Bodies of the said *George Anthony Legh Keck* and of the same Sons, and to other the Person or Persons (if any) entitled to, or claiming or to claim any Estate or Interest by virtue of or under the said Will of the said *Thomas Peter Legh* deceased,) all such Estate, Right, Title, Interest, Claim and Demand whatsoever at Law or in Equity of, in, to or out of the said Manors or reputed Manors, or Parts and Shares thereof, Messuages, Tenements, Lands and Hereditaments, comprised in the said second Schedule hereunto annexed, or any Part thereof, and which shall be sold by virtue of any of the Provisions of this Act, as they, every or any of them had before the passing of this Act, or could, might; would or ought to have had and enjoyed in case this Act had not been made.

General Saving.

XVI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty; and a Copy thereof so printed shall be admitted as Evidence by all Judges, Justices and others.

Act to be Evidence.

The FIRST SCHEDULE referred to.

Description of Estate.	Tenants' Names.	Quantity, Cheshire Measure.	Estimated yearly Value.
		A. R. P.	£. s. d.
In the Township of DISLEY.			
House and Lands - - - - -	Joseph Grindley - - - - -	5 1 24	} 42 - - -
Do. - - - - -	Widow Shallcrofs - - - - -	0 1 30	
These Estates are in Lease for Three Lives, at small reserved Rents.			
Lime-kilns, House & Land, with Mines under adjoining Lands, containing 7 A. 2 R. 10 P. - - - - -	George Taylor (Statute) - - - - -	10 2 28	Present yearly Rents or Value. 89 10 - -
Houses and Lands, called Hagg Bank and Higgins Clough Estates - - - - -	Wm Ardern, Jacob Lomas, John Wood and others (of Statute Measure) - - - - -	74 0 11	180 - - -
These and all the other Estates are held by Tenants at Will, or from Year to Year. The Timber on the above Estates is of the Value of £.200, or thereabouts.			
In the Township of MARPLE.			
House, Buildings and Lands, with a chief Rent - - - - -	Wm Brocklehurst's Executors (Cheshire) - - - - -	3 0 0	35 - - -
In the Township of HANDLEY.			
Bell Fields near Milton Green, and Cottages - - - - -	Mrs. Woolrich - - - - -	6 2 18	32 10 - -
Clark's Croft - - - - -	Thos Sephton (Statute) - - - - -	1 2 31	6 - - -
The Timber on the above Estates is of the Value of £.30, or thereabouts.			
In the Borough of NEWTON.			
Newton Hall, Buildings and Lands	Thomas Boardman - - - - -	67 2 31	358 - - -
Malt-kiln, House and Lands	Wm Barrow and John Turner - - - - -	15 3 7	100 - - -
Land on the East and West Sides of the Turnpike Road at Red Bank Mill - - - - -	Thomas Claughton - - - - -	3 3 0	22 10 - -
Lands - - - - -	Sarah Lawson - - - - -	16 0 34	75 - - -
House and Lands - - - - -	Do. and Henry Wood - - - - -	13 1 0	61 - - -
Cottage, Garden and Croft - - - - -	Late Ann Howard's - - - - -	0 1 23	15 - - -
House and Croft - - - - -	Robert Picton - - - - -	0 1 0	10 - - -
Garden - - - - -	John Daxon - - - - -	1,074 square yards.	1 10 - -
Blue Bell Inn, Stable and Garden	William Leather - - - - -	932 square yards.	} 15 15 - -
Two Houses, Barn and Stable	Alice Unsworth, Thomas Hall, and Robert Houghton - - - - -	1240 sq. yds.	
Two Cottages - - - - -	Robert Houghton and another - - - - -	150 sq. yds	25 - - -
Two outer Pokes - - - - -	William Mason - - - - -	A. R. P. 3 1 6	14 - - -
House, Warehouse and Lands	Mr. John Armstrong - - - - -	3 3 34	70 - - -
Broom Croft - - - - -	Joseph Bateson - - - - -	0 2 6	6 6 - -

Description of Estate.	Tenants' Names.	Quantity.	Yearly Rent or Value.
		A. R. P.	£. s. d.
Town-end Croft, with Nine Dwelling houses and Loom Shops	Henry Hamer	0 1 10	60 — —
Red Lion Inn, with Barn, Two Cottages and Lands	George Edwardson	1 3 15	40 — —
Three Dwelling-houses, Barn and Lands late Gartons)	John Appleton and others	2 1 10	42 — —
Seven Dwelling-houses and Gardens	Henry Hamer	0 1 0	30 — —
Cottage and Garden at Red Brow, near Canal	William Hill	0 0 10	5 5 —
House and Garden	Mr. James Clayton	0 1 0	31 10 —
House, Farm and Lands	Ambrose Bate	17 0 0	100 — —
In the Township of GOLBORNE.			The Timber on the above Estates is of the Value of £2,800 or thereabouts.
Four Dwelling-houses, Five Fields and Lane Lands	William Cundley, Ann Hilton and others	2 2 0	31 10 —
	Richard Barnes	9 2 15	
In the Township of LOWTON.			} 200 — —
House, Buildings and Lands	Richard Barnes	18 2 0	
Do. Do.	Do. Do.	20 3 28	
Do. Do.	John Handley	18 3 20	70 — —
In the Township of ASHTON.			The Timber on the above Estates is of the Value of £620 or thereabouts.
Two Lodge Fields	Col. Legh's Trustees	2 0 0	21 — —
New Lodge and Walls	Do.	- - -	- - -
Two Cottages and Gardens	Thos Middlehurst and Wm Fisher	- - -	- - -
Cottage, Workshop and Garden	Wm Unsworth and others	- - -	21 — —
Methodist Chapel (now Joiner's Shop)	Thos Middlehurst	- - -	10 — —
Nearer Clover Field, adjoining to Turnpike Road	Late Abel Pimblett	1 3 2	12 5 —
House, Barn and Lands	James Davenport	5 2 0	} 45 — —
Three Cottages and Inclosures	Do. and others	1 2 0	
In the Township of HOOLE.			
Moiety of Black Horse Inn	Henry Hunt	- - -	} 40 — —
Two West Longlands	Do.	2 1 36	
In the Township of WARRINGTON.			
Two Dwelling-houses, Offices and Gardens	Mr. Fitchett and Mr. Ellson	0 3 0	100 — —
Mansion-house, Garden and Field	J. A. Borron, Esquire	2 0 0	100 — —
Field adjoining, and Barn	John Hurst	2 0 0	42 — —
Cock-hedge Field, and Two Dwelling-houses	John Ratcliffe and John Woods	1 0 0	20 — —
Garden	Late Thos Lyon, Esquire	1950 sq. yds.	5 5 —
Battersby Lane Field	Joseph Boskow	A. R. P. 1 0 0	8 — —
Garden, and Land adjoining	Thomas Wright	0 2 0	5 5 —
Seats in the Legh Gallery, in the Old Church	Isaac Blackburne, Esquire	- - -	5 5 —
In the Township of BLEAKLEY.			
Chief Rent	Col. Legh's Trustees	- - -	6 19 —
Total			£2,211 5 —

John Ashton, Samuel Ellson.

The SECOND SCHEDULE referred to.

Description of Estates.	Tenants' Names.	Quantity, Cheshire Measure.	Yearly Rent or Value.
In the Parish of HANDLEY, in the County of CHESTER.			
		A. R. P.	£. s. d.
The Manor or Lordship of Handley with its Members and Appurte- nances	Thos Bruin, a Chief John Palin, Do. Edwd Allen's Executors	- - - - - - - - -	- 2 - - 2 - - 1 -
Calveley Hall Buildings and Lands	Mrs. Woolrich	81 3 8	260 - -
Messuage and Lands	Thos Sefion	43 0 30	156 - -
Messuage and Lands	Thomas Briscoe	180 2 2	600 - -
Cottage and Garden	Do.	0 0 32	5 5 -
Do.	Do.	0 1 17	- 5 -
Messuage and Lands	John Bailey	62 2 21	225 - -
Do.	Robert Ruscoe	31 1 9	100 - -
Do.	William Harrison	46 2 5	165 - -
Cottage and Land	William Dutton	0 1 3	8 - -
Well Field in Two Parts	The Rev. Wm. Kirkby	2 1 35	15 15 -
Cottage and Land	John Evans	0 1 4	- 10 -
Do.	Thos Williams	0 0 36	1 10 -
Do.	Chas Jones	0 0 23	1 10 -
Do.	Jas Fleet and Peter Jones	0 1 33	- 2 -
Do.	Thos Povah	0 2 9	- 7 -
Encroachments	Wm. Axon, Peter Cooper and others	4 2 26	- 13 -
Allotment in Golborne David	Thos. Capper	1 0 0	4 - -
In the Township of ALDERSEY.			
Cottage and Lands	John Larden	19 2 0	12 - -
In the Township of ALDFORD.			
Messuage and Lands	Thomas Watton	96 1 30	240 - -
The Timber growing upon the Estates in Handley, Aldersey and Aldford, is of the Value of £ 1,200 or thereabouts.			
In the Township of BLEAKLEY.			
The reputed Manor or Lordship of Bleakley, Cottage and Lands	Thomas Barlow	2 1 0	2 - -
A Fee Farm Rent	Do.	- - -	3 - -
A Stream of Water	Late Booth and Ireland	- - -	- - -
Messuage and Lands	John Clegg	32 0 1	45 - -
Cottages and Gardens	James Dawson	0 0 8	8 - -
House, Garden and Land	John Fletcher	2 1 18	1 10 -
Smithy and Garden	Edward Howard	0 0 3	- 2 -
House and Croft	Mary Kay	0 3 22	3 12 -
Chief Rent	Thos Naden	- - -	- 15 -
Cottage and Garden	Jas Ogden	0 0 5	- 5 -
Do.	Joseph Scholes	0 0 5	- 4 -
Do.	Robt Reason	0 0 28	1 - -
Bleakley Hall and Lands	Robt Scholes	82 2 25	70 - -
House and Lands	Do. Ogdens.	17 1 17	13 5 -
Cottage and Croft	Do.	0 0 34	1 10 -
Do.	Do.	0 0 27	1 5 -
House and Lands	Joseph Scholes	10 0 9	11 - -
White Lion Public House and Garden	Do.	0 0 39	- 10 -
Two Cottages and Lands	Do.	0 0 19	- 4 -
Royles Cottage and Garden	Robert Travis	0 0 2	- 6 -
Buildings and Lands	John Travis	0 0 16	- 4 -
House and Lands	John Upton	29 0 30	22 - -
The Timber growing upon the Estates in Bleakley is of the Value of £ 500, or thereabouts.			

Description of Estate.	Tenants' Names.	Quantity. Cheshire Measure.	Yearly Rent or Value.
In the Parish of GROPPENHALL.			
One undivided Moiety of the Manor of Groppenhall, with the Appurtenances,		A. R. P.	£. s. d.
House and Land	Pearson Burgefs	17 2 32	5 5 7
- Do.	W ^o Boardman	29 2 35	80 — —
- Do.	John Caldwell (Farmer)	24 1 2	1 13 —
- Do.	John Caldwell (Millwright)	7 0 6	— 7 —
Mill and Land	John Daintith	1 1 27	— 10 —
House and Lands	Mifs Dakins	11 2 23	— 19 —
- Do.	- Do.	11 1 20	20 — —
- Do.	- Do.	11 1 37	— 14 9½
- Do.	Thomas Garnett	8 0 18	22 1 —
- Do.	George Gleave	13 3 3	1 10 —
Mill and Land	Duke of Bridgewater's Trustees	0 2 21	— 10 4
House and Land	William Hall	3 0 28	— 5 —
- Do.	Mary Hart	3 0 34	— 10 —
- Do.	Mary Hamblett (now Percival)	1 2 34	— 7 —
- Do.	Thomas Heath, Esq.	11 1 27	— 15 —
- Do.	Betty Gatlive	0 1 14	— 2 —
- Do.	Wm Holt (now Mrs. Booth)	6 1 21	— 9 —
- Do.	John Harper	19 0 15	100 — —
Cottage and Land	Thomas Hulme	0 1 29	5 — —
House and Land	Joseph Leigh, Esq.	31 2 34	2 7 —
- Do.	Wm Mayor	- - -	5 — —
- Do.	John Naylor	12 3 10	50 — —
- Do.	Richd Rowson	14 1 29	1 — 6
Land	- Do.	1 2 7	— 3 —
House and Land	Charles Speakman	14 2 13	1 1 —
- Do.	Joseph Whitfield	19 1 8	84 — —
Cottage and Croft	Thomas Savage	1 0 33	— 2 6
	Edwd Wright	- - -	— — 9

The Timber growing upon the Estates in Groppenhall is of the Value of £.3,500, or thereabouts.

In the Parish of LYMM (the Hamlet of Broom.)			
House and Land	Trafford Trafford, Esq. late Ellam's	21 0 1	1 — —
- Do.	Rev. Peter Steel Dale	49 3 27	1 17 —
(The Hamlet of Heatley.)			
House and Land	John Knowles	2 3 20	18 — —
Do.	Peter Leigh	34 0 19	1 11 3
- Do.	Richard Warburton	33 2 1	1 8 —
- Do.	Thos and Peter Warburton	13 2 29	— 11 —
(The Hamlet of Lymm.)			
House and Land	James Domville	11 2 23	— 16 —
- Do.	Mary Warburton	12 0 10	— 16 —
Chief Rent	Sir Peter Warburton, Bart.	- - -	— 6 —

The Timber growing upon the Estates in the Parish of Lymm is of the Value of £.2,100, or thereabouts.

In the Township of HOOLE, otherwise MUCH HOOLE.			
The reputed Manor or Lordship of Hoole, or an undivided Part thereof, with the Appurtenances.			
House and Land	James Banks	22 3 3	2 2 9
Do. and Garden	Charles Barnaby	0 0 23	— 4 —
House and Land	Randal Bannister	39 2 14	61 7 6
-	John Bretherton	- - -	3 12 6

Description of Estate.	Tenants' Names.	Quantity, Cheshire Measure.			Yearly Rent or Value.		
		A.	R.	P.	£.	s.	d.
House and Land	John Bonney	11	2	34	—	17	—
- Do.	William Dobson	57	2	3	80	—	—
Cottages, late Holme's	Do.	0	0	26	7	—	—
House and Land	Robt Mofs (late Higham)	9	3	34	1	4	—
- Do.	Robt Hunt	27	3	0	2	5	6
Land (the Duens)	Henry Hunt	1	2	29	4	4	—
Part of Holme's Land	George Iddon	4	2	17	20	—	—
Cottage and Garden	Henry Hulme	0	0	10	—	—	8
- Do.	Richd Miller	0	0	13	—	1	—
House and Land	Alice Mayor	6	3	23	19	—	—
Smithy, Garden, and Meadow	Thomas Mayor	0	2	26	—	2	6
Moiety of Blackhorse Tenement	Henry Hunt	0	1	4	12	10	—
House and Land	Joseph Parker	0	3	12	4	4	—
Cottage and Garden	Richard Parker	0	0	27	—	—	6
An undivided Moiety	Catherine Ward	1	0	20	4	—	—
Moor Hey (Part of Holme's)	Do.	0	3	16	3	—	—
Cottage and Croft	Jas Taylor	0	1	6	—	10	—
House and Land	Hugh Tomlinson	17	3	30	26	—	—
Ten several Chief Rents	John Carr, Robt Carr, Wm Bretherton and others	—	—	—	—	5	1½

In the Township of BRETHERTON.

Cockle Clofe, and Piece on Bretherton Moor

Richard Caunce	0	1	16	—	1	6
John Harrison	—	—	—	—	—	6
Ralph Harrison	—	—	—	—	10	6

In the Township of ECCLESTON.

Land Do.

The Rev. Streyngsham Master	2	3	0	12	—	—
Henry Moon	—	—	—	—	7	6

ULNESS - WALTON.

Chiefs

Thomas Porter	—	—	—	—	—	6
Thos Fryer	—	—	—	—	1	—

In the Parish of WARRINGTON.

House, Building and Lands	John Bleakley, Thos Caldwell, Jonathan Mather, and John Wilkinon	19	3	4	131	10	—
House and Two Crofts	Henry Wood	0	3	14	8	—	—
House and Lands	Mr. George Booth, (late Boardmans)	17	0	8	1	11	4½
- Do.	Richd Boardman	9	3	25	—	18	7
- Do.	Isaac Gaskell	0	1	24	—	4	8
- Do.	John Lowe	1	3	18	—	3	5
- Do.	Hy Boardman's Heirs	2	1	34	—	6	4
- Do.	John Leather	9	0	12	—	18	9
- Do.	Enoch Bate	3	1	13	—	8	—
House and Land on each Side of Orford Avenue	John Blackburne, Esq.	8	2	22	—	9	—
Lands in Howley	Peter Dutton, Esq. Mr. Ellis Bent's Heirs, Mr. George Ainsworth and others	3	1	23½	—	—	—
Buildings and Lands	John Crane, Saml Cooper, John Buckley and others	6	6	16½	113	—	—
Buildings and Lands on the South Side of Sankey Street	Peter Patten, Esq. (with other Lands)	2	2	12	—	—	—
Land	Do.	2	0	0	20	—	—
Kenion's Fields	Do., with other Lands	2	3	10	—	—	—
House and Lands on the North Side of Sankey Street	Jas Topping, Esq.	3	3	10	21	1	—

Description of Estate.	Tenants' Names.	Quantity, Cheshire Measure.	Yearly Rent or Value.
In the Township of POULTON with FEARNHEAD.		A. R. P.	£. s. d.
Fox Mans Field	- Adam Mather	1 2 24	- 3 -
In the Township of BOLD.			
House and Lands	- Saml Yates	23 2 3	1 12 -
In the Township of SANKEY.			
House and Lands	- Thos Boardman	20 1 11	1 17 -
- Do.	- Thos Allen	9 0 21	- 12 -
Land	- Wm Norman	3 3 38	- 3 -
House and Land	- Thos Claughton	16 2 33	1 2 -
- Do.	- Do.	18 2 13	1 13 6
- Do.	- John Jackson's Heirs	16 3 20	1 2 3
In the Township of ASHTON.			
House and Land	- Thos Edwardson	8 0 29	40 - -
Total		-	£. 3,001 1 7½

*John Ashton.
Samuel Ellson.*

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