



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 38.

An Act to authorize Conveyances in Fee or Demises for long Terms of Years, under reserved Rents, of certain Parts of the settled Estates of *Charles Richard Banastre Legh* Esquire.

[10th August 1854.]

**W**HEREAS by an Indenture of Appointment, Release, and Settlement, dated the Fourth Day of *July* One thousand eight hundred and twenty-two, (grounded, so far as the same was intended to operate as a Release on a Lease for a Year, dated the preceding Day,) expressed to be made between *Richard Legh* of *Adlington Hall* in the County of *Chester*, Esquire, (formerly *Richard Crosse*, but who had then taken the Name and then bore the Arms of *Legh*, by virtue of the Royal Licence for that Purpose granted, pursuant to the Directions in the Will of *Charles Legh* formerly of *Adlington Hall* aforesaid, Esquire, deceased,) of the First Part, *Thomas Crosse* of the same Place, Esquire, (eldest Son and Heir apparent of the said *Richard Legh*,) of the Second Part, Sir *Henry Mainwaring Mainwaring* of *Peover Hall* in the said County, Baronet, and *Peter Heron* of *Daresbury* in the said County, Esquire, a General in the Army, of the Third Part, *John Smith Daintry* of *Macclesfield* in the said County, Esquire, and *John Ryle* of *Macclesfield* aforesaid, Esquire, of the Fourth Part, *James Hilton* of

Settlement  
dated 4th  
July 1822.

[Private.]

the

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the City of *Chester*, Esquire, and the Reverend *Henry Tomkinson* of *Dorford* in the said County, Clerk, of the Fifth Part, *Thomas Drever* of *Lower Grosvenor Street* in the County of *Middlesex*, Doctor of Medicine, the Reverend *Thomas Mawdesley* of *Chelford* in the said County of *Chester*, Clerk, Master of Arts, and *Edmund Antrobus* of the *Strand* in the City of *Westminster*, Esquire, of the Sixth Part, and Sir *John Richard Hilton* of *Crumpsall* in the County of *Lancaster*, Knight, a Captain in the Royal Navy, and *Thomas Legh* of *Lyme Park* in the said County of *Chester*, Esquire, of the Seventh Part, all and every the Manors or Lordships, or reputed Manors or Lordships of *Adlington*, *Butley*, *Newton* otherwise *Butley with Newton*, and *Prestbury*, and the Rectory and Parsonage of *Prestbury* in the said County of *Chester*, and the Advowson of the Church of *Prestbury* aforesaid, and all that the Capital Messuage or Hall called *Adlington House* or *Adlington Hall*, being or reputed to be Part of or lying within the said Manor of *Adlington*, and all the Demesne Lands thereunto belonging or appertaining, and also all that the Mansion House or Hall commonly called or known by the Name of the *Mill House* or the Hall of the *Milne House*, within the said Manor of *Adlington*, and all the Demesne Lands thereunto belonging or appertaining, and also all that Capital Messuage or Mansion House called or known by the Name of *Prestbury Hall*, situate, lying, and being in *Prestbury* aforesaid, with its Appurtenances, together with all and singular the Messuages, Lands, Tenements, Profits, Commodities, Advantages, and Hereditaments whatsoever unto the aforesaid Manors and Premises, or any of them, belonging or appertaining, and all that Capital Messuage or Mansion House in *Newton* in the County of *Chester* commonly called *Newton Hall*, with the Demesne or Demesne Lands, and other Lands, Tenements, Tithes, and Hereditaments thereunto belonging or appertaining, or therewith usually occupied or enjoyed or therefrom arising, or reputed as Part or Parcel thereof, and all and every the Freehold Messuages, Lands, Tenements, Mills, Dove-houses, Meadows, Leasows, Pastures, Woods, Ways, Waters, Watercourses, Fishings, Commons, Wastes, Moors, Mosses, Rents, Reversions, Services, Courts, Profits of Courts, Free Warrens, Franchises, and other Hereditaments whatsoever, formerly of him the said *Charles Legh*, with their and every of their Rights, Members, and Appurtenances, situate, lying, and being and to be had and taken in *Adlington*, *Butley* otherwise *Butleigh*, *Newton* otherwise *Butley with Newton*, *Presberry* otherwise *Prestbury*, *Fortwist*, *Mottram Andrew*, and *Cheadle*, in the said County of *Chester*, and every or any of them, and all other the Tithes of Corn, Grain, Hay, Calves, Wool, Lambs, and other Tithes, Oblations, Obventions, Mortuaries, and Ecclesiastical Dues, or Parts or Shares of Tithes, Oblations, Obventions, Mortuaries, Ecclesiastical Dues, and other Hereditaments whatsoever, Parcel of or coming, growing, renewing, increasing, or issuing in, upon, or out of the said Rectory or Parsonage, Advowson,

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and Parish of *Prestbury* aforesaid, or thereto appertaining or belonging, or with the same usually occupied, or reputed or taken as Part or Parcel thereof, and also all those Messuages, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances, situate, lying, and being in *Adlington* aforesaid, commonly called or known by the Name of *Sherdfold* or *Shirtfold*, which *John Legh* deceased, late Father of the said *Charles Legh*, theretofore purchased of Master *William Shird*, and also all and singular the Messuages, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances, situate, lying, and being in *Adlington* aforesaid, theretofore purchased by the said *John Legh* of *Edward Downes* of *Shrigley* in the said County of *Chester*, Esquire, and also all that Messuage or Tenement, with the Appurtenances, in the Township of *Prestbury* aforesaid, which the said *John Legh* theretofore purchased of *George Lucy* Esquire, and also all that Messuage or Tenement, with the Appurtenances, situate, lying, and being in *Prestbury* aforesaid, theretofore also purchased by the said *John Legh* of *Richard Day* Yeoman, and also all that Messuage or Tenement, with its Appurtenances, in *Butley*, *Foxtwist*, and *Newton* aforesaid, or one of them, theretofore the Inheritance of *Nathaniel Booth*, late of *Mottram*, Esquire, and theretofore purchased by the said *Charles Legh* from the Coheirs of *Richard Croot*, late of *Mottram* aforesaid, Esquire, deceased, and their Trustees, and also those Two Closes or Parcels of Land, with the Appurtenances, situate, lying, and being in *Butley* aforesaid, and commonly called or known by the Names of the *Lyme Field* and the *High Field*, which the said *Charles Legh* theretofore purchased from *Matthew Mottershead* Gentleman, and also all and singular that Capital Messuage and Tenement, situate and being in *Butley* aforesaid, commonly called or known by the Name of *Bonis Hall*, with the Demesne and other Lands, Tenements, and Hereditaments thereunto belonging, and also all that other Messuage, Cottage, or Place where a Cottage formerly stood, with the Appurtenances, in *Butley* aforesaid, which said Capital and other Messuage, Demesne and other Lands, Tenements, and Hereditaments, were formerly purchased by the said *Charles Legh* from *Thomas Pigot* Esquire, and also all that Messuage or Tenement, or Parts of a Messuage or Tenement, called the *Park House*, situate and being in *Butley* aforesaid, formerly in the Occupation of *John Davenport*, and afterwards in the Tenure or Occupation of *Wood Dean*, (that is to say,) the Kitchen; the Chamber over the Kitchen, the Buttery, and the Chamber over the Entry, the Stable, the Loft or Room over the Stable, One Bay at the West End of the Barn, the little Shippon, with the Calf-cote or Outlet thereunto adjoining, on the South Side of the old Building, and the Henhouse, together with One Fourth Part of all the Orchards, Gardens, and Backsides to the said Messuage or Tenement belonging, and also all those several Closes or Parcels of  
Land,

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Land, Meadow or Pasture, with the Appurtenances, situate, lying, and being in *Butley* aforesaid (being also Part of the said *Park House* Tenement), and then or theretofore commonly called or known by the several Names of the *South Field*, otherwise called the *Great South Field*, and the *Little South Field* the *Calf Croft*, or the *Meadow*, the *Kiln Field*, and the *Pye Greave*, formerly in the Tenure of the said *Wood Dean*, and theretofore purchased by the said *Charles Legh* from *Newton Ikin* Esquire, and also all that Close and Parcel of Land situate and being in *Butley* aforesaid, commonly called or known by the Name of the *Woods*, contained Four Acres and Two Roods of Land of *Cheshire* Measure, or thereabouts, were the same more or less; and also all the Parts or Shares of *Peter Downes* of and in all that other Close or Parcel of Land situate, lying, and being in *Butley* aforesaid, commonly called the *Great Carr*, containing Two Acres Two Roods and Twenty Perches of Land of like Measure, or thereabouts, were the same more or less, and also all that other Close or Parcel of Land situate, lying, and being in *Butley* aforesaid, commonly called the *Long Butts*, containing Two Acres Two Roods and Twenty-four Perches of Land of like Measure, or thereabouts, were the same more or less, and also all that Piece or Parcel of Land, being Part of a Close or Parcel of Land in *Butley* in the said County of *Chester*, commonly called or known by the Name of *Butley Hall Meadow* otherwise the *Chapel Crofts*, situate on the West Side of the said Meadow, and bounded on that Side thereof by the River *Bollin*, and on the East Side thereof by the Remainder of the said Close, which said Piece or Parcel of Land contained Three Roods and Twenty Perches of Land of *Cheshire* large Measure, or thereabouts, were the same more or less, and was theretofore purchased by the said *Charles Legh* from the said *Newton Ikin* Esquire, and also all and singular other the Messuages, Lands, Tenements, Tithes, and other Hereditaments, of what Nature or Kind soever, situate in the County of *Chester*, therein mentioned or referred to, except as therein is mentioned, with the Rights, Privileges, Members, and Appurtenances thereto belonging, were (subject and without Prejudice to certain Annuities or yearly Rentcharges of Five hundred Pounds and One hundred Pounds payable to *Harriet Legh* and *Mary Bowen* (now both deceased) during their respective Lives, and to a Term of Five hundred Years created by an Indenture of the Eighth Day of *October* One thousand seven hundred and fifty-seven, therein mentioned, and a Sum of Three thousand Pounds thereby secured, and the Interest thereof, and also to a Term of One thousand Years created by an Indenture of Appointment of the Eleventh Day of *March* One thousand eight hundred and sixteen, therein recited, and a Sum of Fifty-five thousand Pounds thereby secured, and the Interest thereof, and also subject and without Prejudice to the then existing Leases of the said Hereditaments and Premises (except such Leases, if any, as since the Date and

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Execution of the said Indenture of the Eleventh Day of *March* One thousand eight hundred and sixteen might have been granted by the said *Richard Legh*, contrary to his Covenant contained in such last-mentioned Indenture), appointed and conveyed by the said *Richard Legh* and *Thomas Crosse* to the Use of the said *John Smith Daintry* and *John Ryle*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years from the Day next before the Date thereof, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoës, Declarations, and Agreements following; (that was to say,) if any Action, Suit, Claim, or Demand should at any Time or Times be commenced, prosecuted, or made, for or by reason or on account of any Timber or other Trees which had been or in pursuance of the Powers therein contained should be cut or felled on the said Estate and Hereditaments devised by the Will of the said *Charles Legh*, or any of them, or of any Monies which had arisen or should or might arise from the Sale or Sales of any such Timber or other Trees, or for or by reason or on account of the Clauses and Provisions in the said Will relating to Timber and Trees, or to the Debts of any Person to whom the said Estates and Hereditaments were thereby devised, or of any of such Clauses and Provisions, or for or by reason or on account of the Monies arising from the Sale of Part of certain Estates in the County of *Lancaster*, in the now reciting Indenture referred to, which were applied in Payment of Two several Principal Sums of Eight thousand Pounds and Two thousand three hundred and fifty Pounds respectively charged thereon, as in the now reciting Indenture is mentioned, or of any Part or Parts of such Monies, or for, by reason, or on account of any Act, Deed, Matter, or Thing relating to or in anywise concerning the Matters aforesaid or any of them; or if the said *Richard Legh* and *Thomas Crosse*, or either of them, or their or either of their Heirs, Executors, Administrators, or Assigns, should pay any Sum or Sums of Money, or should incur, bear, sustain, or be put unto any Costs, Charges, Losses, Damages, or Expenses for, by reason, or on account or in consequence of any such Action, Suit, Claim, or Demand as aforesaid, then and in every such Case, and when and so often as the same might happen, upon trust that they the said *John Smith Daintry* and *John Ryle*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, with and out of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises comprised in the said Term of One thousand five hundred Years, or by Demise, Sale, or Mortgage of the same Manors, Hereditaments, and Premises, or any Part or Parcel thereof respectively, for all or any Part of the said Term, or by all or any of the Ways and Means aforesaid, or by such other Ways and Means as the said *John Smith Daintry* and *John Ryle*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think

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proper, levy and raise such Sum and Sums of Money as should be sufficient to pay and satisfy all such Sum and Sums of Money, Costs, Charges, Losses, Damages, and Expenses, as should or might be paid, incurred, borne, sustained, or occasioned as aforesaid; and should pay and apply the Monies to be so raised in or towards Payment and Satisfaction of such Sum and Sums of Money, Costs, Charges, Losses, Damages, and Expenses accordingly; and also upon this further trust, that if any Action, Suit, Claim, or Demand should at any Time or Times be commenced, prosecuted, or made against the said *Richard Legh*, his Heirs, Appointees, or Assigns, or the Owner or Owners for the Time being of the said Messuages, Tithes, and Hereditaments in the County of *Lancaster* which were comprised in a certain other Indenture of Appointment and Release of even Date with the now reciting Indenture, or any of them, or against any Person or Persons who should purchase or advance Money upon the Security of all or any Part of the said Tithes and Hereditaments comprised in the before-mentioned Indenture of Appointment and Release of even Date with the now reciting Indenture, under the Trusts therein contained, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, for, by reason, or on account of any Lien, Charge, Debt, or Incumbrance created by the said *Thomas Crosse* which might in anywise affect the said respective Hereditaments and Premises, or any Part or Parts thereof respectively, and if the said *Richard Legh*, or such Owner or Owners, or other Person or Persons as aforesaid, or any of them, or their or any of their Heirs, Appointees, Executors, Administrators, or Assigns, should pay any Sum or Sums of Money, or should incur, bear, sustain, or be put unto any Costs, Charges, Losses, Damages, or Expenses, for, by reason, or on account or in consequence of any such Action, Suit, Claim, or Demand as last aforesaid, then and in every such Case, and when and so often as the same might happen, the said *John Smith Daintry* and *John Ryle*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, subject and without Prejudice to any previous Disposition which should then have been made under the Trusts of the said Term of One thousand five hundred Years of the Manors, Hereditaments, and Premises therein comprised, should, by all or any of the several Ways and Means therein-before mentioned and declared, levy and raise, out of the same Manors, Hereditaments, and Premises, or the Rents, Issues, and Profits thereof, such Sum or Sums of Money as should be sufficient to pay and satisfy all such Sum and Sums of Money, Costs, Charges, Losses, Damages, and Expenses as should or might be paid, incurred, borne, sustained, or occasioned as last aforesaid, and should apply the Monies to be so raised in or towards Payment and Satisfaction of such last-mentioned Sum and Sums of Money, Costs, Charges, Losses, Damages, and Expenses, accordingly; it being by the now reciting  
Indenture

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Indenture provided, that the Sum or Sums of Money directed to be raised under the Trusts lastly therein-before declared should be paid off and discharged as soon as conveniently might be out of the Monies to arise from the Sales, Mortgages, or other Dispositions of the Tithes and Hereditaments comprised in the before-mentioned Indenture of Appointment and Release, of even Date with the now reciting Indenture, or such of them as should then remain undisposed of under the Trusts of the same Indenture; and that unless such last-mentioned Monies should be insufficient for that Purpose, the Manors, Hereditaments, and Premises comprised in the said Term of One thousand five hundred Years, although the same might in the first instance have been resorted to, should not ultimately be liable to the Payment of such Sum or Sums; and it was by the now reciting Indenture agreed and declared, that the said *John Smith Daintry* and *John Ryle*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should invest the Overplus of the Money to be from Time to Time raised by the several Ways and Means aforesaid in the Purchase of Real Estates, to be settled to the like Uses as the Hereditaments comprised in the said Term of One thousand five hundred Years, and permit the Overplus of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises to be received by the Person or Persons who for the Time being should be entitled to the Reversion or Remainder of the same Manors, Hereditaments, and Premises immediately expectant on the Determination of the said Term of One thousand five hundred Years, and that from and immediately after all the Trusts therein-before declared of and concerning the said Term of One thousand five hundred Years should in all respects be fully performed and satisfied, or should become unnecessary or incapable of effect, and the said *John Smith Daintry* and *John Ryle*, and each of them, and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts thereby reposed in them as aforesaid, the same Term should, as to such of the Hereditaments and Premises comprised therein as should not have been sold or mortgaged for the Purposes aforesaid, absolutely cease and determine, and as to such of the Premises as should have been mortgaged for the Purposes aforesaid should, subject to such Mortgage, wait upon and attend the Freehold and Inheritance of the Hereditaments so mortgaged, and as to the said Manors or reputed Manors of *Butley*, *Newton* otherwise *Butley with Newton*, and *Prestbury*, the said Rectory and Advowson, and all other the Hereditaments usually enjoyed with or being or reputed as Part and Parcel of the said Manors in *Butley Newton* otherwise *Butleigh Newton*, otherwise *Butley with Newton*, *Prestbury* otherwise *Presbury*, *Foxtwist*, *Mottram Andrew*, and *Cheadle*, or any of them, with their and every of their Rights, Members,

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Members, and Appurtenances, except as aforesaid, to the Use of the said *James Hilton* and *Henry Tomkinson*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon trust to save harmless and indemnified the Person or Persons for the Time being entitled to or in the Possession of certain Tithes and Hereditaments comprised in the lastly therein-before recited Indenture of Appointment and Release, of even Date with the now reciting Indenture, from and against the Payment of the said Annuities of Five hundred Pounds and One hundred Pounds respectively, payable to the said *Harriet Legh* and *Mary Bowen* during their respective Lives, and for that Purpose, in case any Claim or Demand whatsoever should be made on the Owner or Owners, Mortgagee or Mortgagees of the same Tithes and Hereditaments or any of them, or on the Person or Persons for the Time being in possession thereof as aforesaid, on account of the said Annuities or either of them, the said *James Hilton* and *Henry Tomkinson*, and the Survivor of them, and the Executors and Administrators and Assigns of such Survivor, should, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Ninety-nine Years, from Time to Time levy and raise such Sum or Sums of Money as should be sufficient to pay and satisfy the said Annuities of Five hundred Pounds and One hundred Pounds, while the same should respectively continue payable, and all Arrears thereof, and all Costs, Charges, and Expenses which should be occasioned by the Non-payment thereof, or by any such Claim or Demand as aforesaid, and should apply the Sum or Sums of Money to be so raised in or towards Payment and Satisfaction of such Annuities and Arrears, and Costs, Charges, and Expenses accordingly; and, subject as aforesaid, upon further trust that the said *James Hilton* and *Henry Tomkinson*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should yearly and every Year during the Life of the said *Richard Legh*, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Ninety-nine Years, or by Mortgage, Sale, or Demise thereof or of any Part thereof for all or any Part of the same Term, or by such Means and Ways as they or he should think proper, levy and raise an Annuity or yearly Rentcharge of Two thousand Pounds of lawful Money current in *Great Britain*, clear of all Deductions, for then present or future Taxes or Impositions, or any other Cause, Matter, or Thing whatsoever, and should pay the said Annuity or yearly Rentcharge of Two thousand Pounds to the said *Thomas Drever*, *Thomas Mawdesley*, and *Edmund Antrobus*, their Executors, Administrators, and Assigns, in trust, subject as therein-after was mentioned, for the said *Thomas Crosse*, his Executors, Administrators, or Assigns, during the Life of the said *Richard Legh*, in lieu and Satisfaction of an Annuity of One thousand two hundred Pounds which



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which was secured by his Bond, as in the now reciting Indenture was therein-before mentioned, by Four equal quarterly Payments; and by the now reciting Indenture discretionary Powers with regard to the withholding or the Payment of the said Annuity to the said *Thomas Crosse*, or to his Wife, Children, or other Issue, and with regard to giving up the same for the Benefit of the said *Thomas Crosse*, were given to the said *Thomas Drever*, *Thomas Mawdesley*, and *Edmund Antrobus*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, and that, subject as aforesaid, the said *James Hilton* and *Henry Tomkinson*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should permit and suffer the Person or Persons who for the Time being should be entitled to the Reversion or Remainder of the Hereditaments and Premises immediately expectant upon the Determination of the said Term of Ninety-nine Years from Time to Time to receive and take the Residue or Surplus of the Rents, Issues, and Profits of all the Hereditaments and Premises comprised in the same Term, to and for his, her, or their own Use and Benefit; and it was by the now reciting Indenture also provided, agreed, and declared between and by the Parties thereto, that from and immediately after all the Trusts therein-before declared of and concerning the said Term of Ninety-nine Years should in all respects be fully performed and satisfied, or should become unnecessary or incapable of taking effect, and the said *James Hilton* and *Henry Tomkinson*, and each of them, and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts thereby reposed in him and them as aforesaid, the same Term should, subject and without Prejudice to any Disposition which should have been made of the Premises comprised therein, and as to so much thereof as should not have been disposed of for the Purposes aforesaid, absolutely cease and determine, and as to all the said Manors or Lordships, Hereditaments, and Premises, subject as aforesaid, to the Use of the said *Richard Legh* for Life, with a Limitation to the Use of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, their Heirs and Assigns, during the Life of the said *Richard Legh*, in trust to preserve contingent Remainders; with Remainder to the Use of the said *Thomas Drever*, *Thomas Mawdesley*, and *Edmund Antrobus*, their Executors, Administrators, and Assigns, for the Term of One hundred Years from the Day next before the Day of the Date of the now reciting Indenture of Appointment and Release, upon trust that after the Decease of the said *Richard Legh*, and until the Death of the said *Thomas Crosse*, or until his Debts, for the Payment of which a Fund was or was intended to be provided, as in the now reciting Indenture

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was mentioned and recited, should have been fully paid and satisfied, which should first happen, the said *Thomas Drever, Thomas Mawdesley, and Edmund Antrobus*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should permit and suffer the said *Thomas Crosse* to reside in and occupy the Capital Messuage or Mansion House called *Adlington Hall*, and the Offices and Outhouses thereto belonging, and the Gardens, Pleasure Grounds, and Park, and the Fields or Lands called the *Intack Chapel Field* and *Crossledge*, adjoining or surrounding the same, together with the Park called *Styperson Park*, without paying any Rent or other Consideration for such Residence and Occupation, he the said *Thomas Crosse* nevertheless paying the Taxes payable in respect of the same Premises, and keeping the same in good and tenantable Repair, and should permit the said *Thomas Crosse* exclusively to sport and shoot over the Hereditaments and Premises, and to appoint the Gamekeepers of the said Manors, and to present to all Churches which might become void after the Death of the said *Richard Legh* and during the Life of the said *Thomas Crosse*, and subject thereto should receive and take the Rents, Issues, and Profits of all the said Manors and other Hereditaments and Premises thereinbefore mentioned, and intended to be thereby appointed and released; and upon further Trust that during the same Period the said *Thomas Drever, Thomas Mawdesley, and Edmund Antrobus*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, with and out of the said Rents, Issues, and Profits, in the first place should pay all Taxes and other Outgoings for the Time being payable in respect of the said Premises, and keep the Messuages and Buildings standing thereon in good and tenantable Repair and Condition, and all or such of them as the said *Thomas Drever, Thomas Mawdesley, and Edmund Antrobus*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think fit, well insured against Loss or Damage by Fire, and in the next place should pay and satisfy the Salaries and Wages which they the said Trustees or Trustee should think proper to allow to any Stewards, Bailiffs, Agents, or other Servants or Workmen whom it might be necessary or the said Trustees or Trustee should think fit to employ in superintending, managing, and preserving the said Hereditaments and Premises, and in the next place should pay and satisfy all Annuities or yearly Charges, and the Interest of all Principal Sums, which should then be charged upon the said Hereditaments and Premises, and which should be prior in point of Charge to the said Term of One hundred Years and the Trusts thereof, and in the next place should yearly and every Year, by and out of the Remainder of the Rents, Issues, and Profits of the said Hereditaments and Premises, levy and raise an Annuity or yearly Rentcharge of Five thousand Pounds of lawful Money of *Great Britain*,

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*Britain*, clear of all Deductions, for then present or future Taxes or Impositions, or any other Cause, Matter, or Thing whatsoever, and should pay the said Annuity or yearly Rentcharge of Five thousand Pounds to the said *Thomas Crosse* or his Assigns during his Life (but subject to the like discretionary Powers with regard to the withholding or the Payment of the said Annuity of Five thousand Pounds to the said *Thomas Crosse*, or to his Wife, Children, or other Issue, as were therein-before declared and contained with respect to the aforesaid Annuity of Two thousand Pounds), by Two equal half-yearly Payments, on the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March* in every Year, and the first half-yearly Payment of the said Annuity or yearly Rentcharge of Five thousand Pounds should be made on such of the said Days of Payment as should happen next after the Decease of the said *Richard Legh*; and upon further trust that the said *Thomas Drever*, *Thomas Mawdesley*, and *Edmund Antrobus*, and the Survivors or Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, until the Determination of the aforesaid Trusts, and in the meantime subject thereto, stand possessed of the Residue or Surplus of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises, upon certain Trusts, to be declared thereof by an Indenture of even Date with the now reciting Indenture, being Trusts in the whole or in part for the Payment and Satisfaction of the Debts of the said *Thomas Crosse*; it being by the now reciting Indenture provided, and further agreed and declared, between and by the Parties thereto, that from and immediately after all the Trusts therein-before declared of and concerning the said Term of One hundred Years should in all respects be fully performed, or should become unnecessary or incapable of taking effect, and the said *Thomas Drever*, *Thomas Mawdesley*, and *Edmund Antrobus*, and each of them, and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts of the said Term of One hundred Years, the same Term should absolutely cease and determine; with Remainder to the Use of the said *Thomas Crosse* (since deceased) for Life; with Remainder to the Use of the said *Sir Henry Mainwaring*, *Mainwaring* and *Peter Heron*, their Heirs and Assigns, during the Life of the said *Thomas Crosse*, in trust to preserve contingent Remainders, and after the Decease of the Survivor of them the said *Richard Legh* and *Thomas Crosse*, to the Intent that *Louisa* the Wife of the said *Thomas Crosse*, and her Assigns, might during her Life have a Jointure of One thousand Pounds *per Annum* out of the Premises comprised in the said Term of Ninety-nine Years, with the usual Powers of Distress and Entry for recovering the same; and as to the said Hereditaments and Premises charged with the said Jointure of One thousand Pounds, and subject thereto, to the Use of the said *Sir John Richard*

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*Richard Hilton* and *Thomas Legh* of *Lyme*, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years, upon Trusts for better securing the said Jointure; and as to the said Manor or reputed Manor of *Adlington*, and all the Messuages, Demesne and other Lands, Tithes, and Hereditaments, being or reputed as Part of or enjoyed with the said Manor, or-situate, lying, and being in *Adlington* aforesaid, with the Appurtenances, subject to the Uses and Trusts therein-before limited or declared of or concerning the same, to the Use of the said Sir *John Richard Hilton* and *Thomas Legh* of *Lyme*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, upon trust after the Decease of the Survivor of the said *Richard Legh* and *Thomas Crosse*, or in their Lifetime if they should so direct; to raise by the Ways and Means therein mentioned, for the Portions of the younger Children of the said *Thomas Crosse* and *Louisa* his Wife (other than an eldest or only Son entitled to the said Estates as therein mentioned), the Sum of Twenty-five thousand Pounds, such Sum to be divided between such younger Children, and to be paid to them in such Manner as the said *Thomas Crosse* should in-manner prescribed in the Indenture now in recital direct or appoint, and in default of such Direction or Appointment to be divided between such younger Children in equal Shares, and to vest in them if Sons on attaining the Age of Twenty-one Years, if Daughters on their attaining that Age or on the Day of their Marriage, if they should marry under that Age, with the Consent of their Guardians, and to be paid to them at such Times as aforesaid, if the same should happen after the Decease of the Survivor of the said *Richard Legh* and *Thomas Crosse*, but if the same should happen in the Lifetime of them or either of them, then immediately after the Decease of the Survivor of them; and it was thereby provided, that if any such Child being a Son should die under the Age of Twenty-one Years, and no such Direction or Appointment as aforesaid should be made by the said *Thomas Crosse* to the contrary, the Portion intended to be provided for such Son, or so much thereof as should not have been raised and applied for his Preferment and Advancement in the World under the Powers therein contained, should go and accrue to the Survivors of such Children not being an eldest or only Son entitled as aforesaid, and should vest and be paid to them in equal Shares in the same Manner as their original Portions; and it was by the Indenture now in recital further declared, that the younger Sons or Daughters of the said *Thomas Crosse* by the said *Louisa* his Wife should not, under the Trusts and Provisions thereby made, be by Survivorship or otherwise entitled to have, in the event of there being only Three such Children who should become entitled as therein-before mentioned, a greater Sum than the Sum of Eighteen thousand Pounds raised for their Portions; and as to all the said Manors or Lordships, Messuages, Advowson, Rectory

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Rectory Tithes, and other Hereditaments and Premises therein-before mentioned, and intended to be thereby appointed and released, with their Appurtenances, subject to the several Uses and Trusts therein-before limited or declared concerning the same respectively, to the Use of *Charles Richard Banastre Legh*, then and therein called *Charles Richard Banastre Crosse* (the eldest Son of the said *Thomas Crosse* and *Louisa* his Wife), and his Assigns for Life, with a Limitation to the Use of the said *Sir Henry Mainwaring Mainwaring* and *Peter Heron*, and their Heirs, during the Life of the said *Charles Richard Banastre Legh*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Charles Richard Banastre Legh*, severally and successively in Tail Male; with Remainder to the Use of *Thomas Henry Townley Crosse* (Second Son of the said *Thomas Crosse* and *Louisa* his Wife), and his Assigns for Life, with a Limitation to the Use of the said *Sir Henry Mainwaring Mainwaring* and *Peter Heron*, and their Heirs, during the Life of the said *Thomas Henry Townley Crosse*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Thomas Henry Townley Crosse*, severally and successively in Tail Male; with Remainder to the Use of the Third and every other Son of the said *Thomas Crosse*, by his then or any future Wife, severally and successively in Tail Male; with Remainder to the Use of *Richard Townley Crosse* (Second Son of the said *Richard Legh*) for Life, with a Limitation to the Use of the said *Sir Henry Mainwaring Mainwaring* and *Peter Heron*, and their Heirs, during the Life of the said *Richard Townley Crosse*, in trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Richard Townley Crosse* in Tail Male; with Remainder to the Use of the First and every other Son of the said *Charles Richard Banastre Legh*, severally and successively in Tail General; with Remainder to the Use of the First and every other Daughter of the said *Charles Richard Banastre Legh*, severally and successively in Tail General; with Remainder to the Use of the First and every other Son of the said *Thomas Henry Townley Crosse*, severally and successively in Tail General; with Remainder to the Use of the First and every other Daughter of the said *Thomas Henry Townley Crosse*, severally and successively in Tail General; with Remainder to the Use of the Third and every other Son of the said *Thomas Crosse* by his then or any future Wife, in Tail General; with Remainder to the Use of *Mary Anne Crosse*, the eldest Daughter of the said *Thomas Crosse* and *Louisa* his Wife, and her Assigns for Life, with a Limitation to the Use of the said *Sir Henry Mainwaring Mainwaring* and *Peter Heron*, their Heirs and Assigns, during the Life of the said *Mary Anne Crosse*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said

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*Mary Anne Crosse*, severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the said *Mary Anne Crosse*, severally and successively in Tail General; with Remainder to the Use of the First and every other Daughter of the said *Mary Anne Crosse*, severally and successively in Tail General; with Remainder to the Use of *Marcella Louisa Crosse*, the Second Daughter of the said *Thomas Crosse* and *Louisa* his Wife, and her Assigns for Life, with a Limitation to the Use of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, their Heirs and Assigns, during the Life of the said *Marcella Louisa Crosse*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Marcella Louisa Crosse*, severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the said *Marcella Louisa Crosse*, severally and successively in Tail General; with Remainder to the Use of the First and every other Daughter of the said *Marcella Louisa Crosse*, severally and successively in Tail General; with Remainder to the Use of *Emily Anne Crosse*, the Third Daughter of the said *Thomas Crosse* and *Louisa* his Wife, and her Assigns for Life, with a Limitation to the Use of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, their Heirs and Assigns, during the Life of the said *Emily Anne Crosse*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Emily Anne Crosse*, severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the said *Emily Anne Crosse*, severally and successively in Tail General; with Remainder to the Use of the First and every other Daughter of the said *Emily Anne Crosse*, severally and successively in Tail General; with Remainder to the Use of the Fourth and every other Daughter of the said *Thomas Crosse* by his then or any future Wife, severally and successively in Tail General; with Remainder to the Use of the said *Thomas Crosse*, Party thereto, his Heirs and Assigns for ever; and by the Indenture now in recital it is provided, that the Person or Persons respectively becoming entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the Manors, Hereditaments, and Premises therein-before mentioned, and intended to be thereby appointed and released, or any Part or Parts thereof, should use the Surname of *Legh*, and bear the Arms of *Legh*, or the Arms of *Legh* quartered with his or her own Family Arms, and should apply for and endeavour to obtain an Act of Parliament or proper Licence from the Crown for so doing, within the respective Periods therein particularly mentioned, with shifting Uses, in case of Default of using the Surname of and bearing the Arms of *Legh*, in favour of the Person or Persons next in remainder under the Limitations or Uses contained in the said Settlement; and by the said Indenture now in recital Powers were reserved

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reserved to the said *Thomas Crosse* to limit and appoint a further Jointure to the said *Louisa* his then Wife and any after-taken Wife, and also to subject and charge the said Hereditaments and Premises with Portions for his younger Children by any such after-taken Wife; and it was by the said Indenture now in recital declared, that it should be lawful for the said *Charles Richard Banastre Legh* (therein called *Crosse*) and *Thomas Henry Townley Crosse*, being of the Age of Twenty-one Years or upwards, and also for the said *Richard Townley Crosse*, when they should respectively be in possession or actually entitled to the Receipt or Receipts of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises, by any Deed or Instrument in Writing, with or without Power of Revocation and new Appointment, to be by them respectively sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by Will or Codicil to be signed as therein mentioned, to charge the said Manors, Hereditaments, and Premises with an Annuity not exceeding Twelve hundred Pounds by way of Jointure in favour of the Wives of any of them the said *Charles Richard Banastre Legh*, *Thomas Henry Townley Crosse*, and *Richard Townley Crosse*; and it was by the said Indenture now in recital declared, that it should and might be lawful for the said *Charles Richard Banastre Crosse* and *Thomas Henry Townley Crosse*, being of the Age of Twenty-one Years or upwards, and to and for the said *Richard Townley Crosse*, and to and for the said *Mary Ann Crosse*, *Marcella Louisa Crosse*, and *Emily Anne Crosse*, being of the Age of Twenty-one Years or upwards, whether covert or sole, and either before or when and as by virtue of or under the Limitations therein-before contained the said *Charles Richard Banastre Crosse*, *Thomas Henry Townley Crosse*, *Richard Townley Crosse*, *Mary Anne Crosse*, *Marcella Louisa Crosse*, and *Emily Anne Crosse* respectively should be in the actual Possession or actually entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises therein-before mentioned and intended to be thereby appointed and released, but with the Consent in Writing of the said *Richard Legh* and *Thomas Crosse* during their Lives or the Life of the Survivor of them, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them respectively sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by Will or Codicil, but subject and without Prejudice to the several Uses, Estates, Terms of Years, and Trusts, so far as they respectively affect the same Premises thereby limited and declared antecedently to the Use or Estate therein-before limited for Life to the Persons for the Time being exercising that present Power, and to the Powers annexed, relating, or collateral to such antecedent Uses or Estates, if any such Uses, Estates, Trusts, or Powers should be then subsisting  
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or capable of taking effect or of being exercised, and also subject and without Prejudice to the Uses or Estates to be limited in exercise of the said Powers or any of them, and also as respects each of them the said *Charles Richard Banastre Crosse, Thomas Henry Townley Crosse, and Richard Townley Crosse*, unless he should by Writing under his Hand declare the contrary, subject and without Prejudice to the Power of jointuring therein-before limited to him, and the Uses or Estates to be limited in pursuance thereof, to subject and charge all or any Part of the said Manors, Hereditaments, and Premises therein-before mentioned, and intended to be thereby appointed and released, or any Part or Parcel thereof, to and with the Payment of any Sum or Sums of Money for the Portion or Portions of the Child or Children of the said *Charles Richard Banastre Crosse, Thomas Henry Townley Crosse, and Richard Townley Crosse* respectively, by any Woman or Women, or of the said *Mary Anne Crosse, Marcella Louisa Crosse, and Emily Anne Crosse* respectively, by any Husband or Husbands with whom they respectively might intermarry, not being an eldest or only Son or Daughter for the Time being entitled to the said Manors, Hereditaments, and Premises therein-before mentioned and intended to be thereby appointed and released for an Estate in Tail Male or in Tail in possession or in remainder expectant on the Decease of his respective Parent, and not exceeding in the whole in the Events therein-after mentioned the Sum or Sums of Money therein-after specified; (that was to say,) in case no Child of the said *Thomas Crosse* should become entitled to a Portion under or by virtue of the Trusts of the said Term of Two thousand Years, or the Powers therein-before limited to the said *Thomas Crosse* of charging with Portions as aforesaid, then in and upon the Event or Events of a First or future Marriage or Marriages of the said *Charles Richard Banastre Crosse, Thomas Henry Townley Crosse, Richard Townley Crosse, Mary Anne Crosse, Marcella Louisa Crosse, and Emily Anne Crosse* respectively, and of such Number of younger Children of such Marriage or Marriages of the said *Thomas Crosse*, not exceeding the same several Sums as therein-before were specified for or in respect to the like Events in the Trusts and Powers therein-before contained for providing or authorizing the providing of Portions for the Daughters and younger Sons of the said *Thomas Crosse* as aforesaid, but in case any Children or Child of the said *Thomas Crosse* should become entitled to Portions or a Portion under and by virtue of the Trusts and Powers in respect to Portions for Daughters or younger Sons of the said *Thomas Crosse* as aforesaid, then and in such Case not exceeding, in and on such and the same or the like Events as aforesaid, such Sum or Sums as should be equal to One Half Part of the said Sums therein-before specified, for or in respect to the said Sums in the like Event, for the Portions or Portion of the Daughters and younger Sons or Daughters of the said *Thomas Crosse* as aforesaid, and with Interest for the same Sum and Sums of Money,



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Money, to be charged or limited under that present Power respectively, at any Rate not exceeding Five Pounds for One hundred Pounds by the Year, the same Sum and Sums and Interest to be paid to and shared and divided between or amongst the Child or Children respectively for whom the same respectively were intended to be provided, or any One or more of them exclusively of the others or other of them, at such Age or respective Ages, Days, or Times, and if more than One in such Parts, Shares, and Proportions, and with such annual Sum or Sums of Money, Conditions, Restrictions, and Limitations over, such annual Sums of Money and Limitations over being for the Benefit of One or more such Child or Children respectively, as the Persons for the Time being exercising that present Power should deem meet, and should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, and to be by him or her sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by Will or Codicil, direct or appoint; and that for the Purpose of raising such Portion or Portions, and Interests for the same respectively, it should and might be lawful for the Person for the Time being exercising that present Power, by the same or any other Deed or Deeds, or Instrument or Instruments in Writing, so sealed, delivered, and attested as aforesaid, or by Will or Codicil, (but subject and without Prejudice as last therein-before was mentioned, and with such Consent as aforesaid of him the said *Richard Legh* during the Term of his natural Life,) to limit and appoint all or any Part of the Hereditaments so to be charged as last therein-before was mentioned, with their Appurtenances, to any Person or Persons whomsoever, for any Term or Number of Years, without Impeachment of Waste, upon trust to raise the Money so to be charged, and its Interest, by way of Mortgage, so that the Estate or Estates so to be limited or appointed should be made to cease or be made redeemable on full Payment of the Sum or Sums of Money so to be charged, and the Interest thereof, by the Person or Persons who for the Time being should be entitled to the Freehold and Inheritance of the Premises so to be limited and appointed; but it was thereby also agreed and declared between and by the Parties to the now reciting Indenture, that if the said *Charles Richard Banastre Crosse, Thomas Henry Townley Crosse, Richard Townley Crosse, Mary Anne Crosse, Marcella Louisa Crosse, and Emily Anne Crosse*, or any of them, at any Time or Times thereafter, before they respectively should, by virtue of or under the Limitations therein-before contained, be in the actual Possession or entitled to the actual Receipt of Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises therein-before mentioned, and intended to be thereby appointed and released, should, in exercise of the Power therein-before enabling them respectively in that Behalf, subject to the said Hereditaments or any of

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them, or any Part or Parts thereof, to the Payment of any Sum of Money for the Portion or Portions as aforesaid, then and in every such Case the Sum or Sums of Money so expressed or intended to be charged for a Portion or Portions should not be a Lien or Charge upon the Hereditaments so expressed or intended to be charged with the same respectively, or become payable in or to any Person or Persons whomsoever, or to be attended with Interest, unless and until the Person or Persons so charging the same Hereditaments with a Portion or Portions respectively as aforesaid, or some or One of his, her, or their Issue, should, under or by virtue of the Limitations therein-before contained, become entitled to the actual Possession or to the actual Receipt of the Rents, Issues, and Profits of the same Hereditaments, anything therein-before contained to the contrary thereof in anywise notwithstanding; it being by the now reciting Indenture provided and further agreed and declared between and by the Parties thereto, that if any Child or Children of the said *Thomas Crosse* should become entitled to the Payment of a Portion or Portions under or by virtue of the Trusts of the said Term of Two thousand Years, or the Power therein-before given and limited to him of charging with Portions, then the said Manors, Hereditaments, and Premises therein-before mentioned, and intended to be thereby appointed and released, should not, under or by virtue of the Powers of charging with Portions thereby given to the said *Charles Richard Banastre Crosse, Thomas Henry Townley Crosse, Richard Townley Crosse, Mary Anne Crosse, Marcella Louisa Crosse, and Emily Anne Crosse* respectively, or any of them, be at any Time subject or liable in the whole to the Payment of more than such a Principal Sum for the Portions of younger Children as, together with any Portion or Portions to which any Child or Children of the said *Thomas Crosse* might become entitled under the Trusts or Powers therein-before declared and contained, should amount to the Sum of Forty thousand Pounds; and that although no Child of the said *Thomas Crosse* should become entitled to the Payment of a Portion under or by virtue of the Trusts of the said Term or Power therein-before mentioned, the same Manors, Hereditaments, and Premises should not, under or by virtue of the Powers of charging with Portions thereby given to the said *Charles Richard Banastre Crosse, Thomas Henry Crosse, Richard Townley Crosse, Mary Anne Crosse, Marcella Louisa Crosse, and Emily Anne Crosse* respectively, or any of them, be liable in the whole to the Payment of more than the Principal Sum of Twenty-five thousand Pounds for the Portions of younger Children, anything therein-before contained to the contrary thereof in anywise notwithstanding; and by the now reciting Indenture Power is given to each of them the said *Richard Legh* and *Thomas Crosse*, during their respective Lives, and after the Decease of the Survivor of them to the future Tenants for Life, when in possession or entitled to the Rents of the said Hereditaments

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Hereditaments and Premises, and being of the Age of Twenty-one Years, and to the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Tenant for Life or in Tail, to demise all or any Part or Parts of the said Manors, Hereditaments, and Premises, (save and except the said Capital Messuage or Mansion House called *Adlington Hall*, and the Offices and Outhouses thereto belonging, and the Gardens, Pleasure Grounds, and Park, and Field or Lands called the *Intack Chapel Field* and *Crossledge*, adjoining or surrounding the same, and also save and except the Park called *Styperson Park*,) for Terms of Years not exceeding Twenty-one Years, upon the Terms and in manner therein particularly mentioned; and by the now reciting Indenture it was provided that it should be lawful for the said *Richard Legh* during his Life, with the Privity and Consent of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, or the Survivor of them, or the Executors or Administrators of such Survivor, testified by Writing under their or his Hands or Hand, and after the Decease of the said *Richard Legh* to and for the said *Thomas Crosse* during his Life, but during the Continuance of the said Term of One hundred Years with the Consent of the Trustees thereof, and after the Decease of the Survivor of the said *Richard Legh* and *Thomas Crosse* for the future Tenants for Life, when in possession or entitled to the Rents of the said Hereditaments and Premises, and being of the Age of Twenty-one Years, (but with such Privity and Consent and so testified as aforesaid,) and for the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Tenant for Life or in Tail, to demise all or any Part or Parts of the said several Manors, Hereditaments, and Premises for Terms of Years not exceeding Ninety-nine Years, upon the Terms and in manner therein particularly mentioned, for the Purpose of building new Houses, or rebuilding or repairing any Buildings on the same Hereditaments; and by the said Indenture now in recital Provision was made for Mining under the said Hereditaments and Premises, and for letting the same Hereditaments and Premises or any Part thereof for Mining Purposes, for Terms of Years not exceeding Twenty-one Years, upon the Terms and in manner therein particularly mentioned; and in the said Indenture now in recital were contained Powers for the Sale, Exchange, and Partition of the said Estates; and the said Indenture now in recital contains a Power for the Tenant for Life for the Time being in possession of the said Manors, Hereditaments, and Premises to appoint new Trustees in the Place or Stead of any of the Trustees named therein who should die, or be desirous to be discharged from the said Trusts, or should go to reside beyond Seas, or should neglect or refuse or become incapable to act in such Trusts: And whereas the whole of the  
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Manors, Messuages, Lands, Hereditaments, and Premises herein-before described, and comprised in the said herein-before recited Indenture of Appointment, Release, and Settlement, are now commonly called or known by the Name of the *Adlington Estate*: And whereas the said *Harriet Legh* and *Mary Bowen* both departed this Life several Years since: And whereas the said *Richard Legh* died on the Eleventh Day of *August* One thousand eight hundred and twenty-two, leaving the said *Thomas Crosse* his eldest Son, and the said *Richard Townley Crosse* his Second Son, him surviving: And whereas the said *Richard Townley Crosse* died several Years since, without ever having been married: And whereas the said *Thomas Henry Townley Crosse* died in the Lifetime of his Father the said *Thomas Crosse*, an Infant, and without having been married: And whereas the said *Thomas Crosse*, in pursuance of the Directions contained in the said recited Indenture of Appointment, Release, and Settlement, assumed and used the Name and Arms of *Legh* by His then Majesty's Licence dated on or about the Eighteenth Day of *July* One thousand eight hundred and twenty-three, and the said *Charles Richard Banastre Legh* and the other Children of the said *Thomas Crosse* also assumed and thenceforth used the Name and Arms of *Legh*: And whereas the said *Thomas Legh* (formerly *Crosse*) did not limit or appoint any annual Sum or yearly Rentcharge in favour of the said *Louisa* his Wife, by virtue of the Power given to him for that Purpose by the said herein-before recited Indenture of the Fourth Day of *July* One thousand eight hundred and twenty-two: And whereas the said *Thomas Legh* (formerly *Crosse*) died on or about the Twenty-fifth Day of *April* One thousand eight hundred and twenty-nine, intestate as to the Reversion in Fee of the Hereditaments comprised in the said Indenture of Appointment, Release, and Settlement, having had Issue by the said *Louisa* his Wife Six Children and no more, (namely,) Two Sons, the said *Charles Richard Banastre Legh* his eldest Son and the said *Thomas Henry Townley Crosse* (deceased), and Four Daughters, the said *Mary Anne Legh*, the said *Marcella Louisa Legh*, *Almeira Legh* (who died in or about the Year One thousand eight hundred and twenty), and the said *Emily Anne Legh*; and the said *Charles Richard Banastre Legh* is now the Heir-at-Law of the said *Thomas Legh* (formerly *Crosse*): And whereas the said *Louisa* the Widow of the said *Thomas Legh* (formerly *Crosse*), on or about the Twelfth Day of *May* One thousand eight hundred and thirty, intermarried with and became and is now the Wife of the Honourable *Thomas Americus Erskine*, and her Jointure of One thousand Pounds *per Annum* is still payable to her, under the Provisions of the said Indenture of Appointment, Release, and Settlement, and the said Term of Eight hundred Years created thereby for securing the same is now vested in the said Sir *John Richard Hilton* and *Thomas Legh* of *Lyme*, the Trustees thereof: And whereas by an

*The Adlington Estate Act, 1854.*

an Indenture dated the Second Day of *December* One thousand eight hundred and twenty-four, and made between the said *Thomas Legh* (formerly *Crosse*) of the one Part, and *James Hilton* of the City of *Chester*, Esquire, and *Thomas Grimsditch* of *Macclesfield* in the said County of *Chester*, Gentleman, of the other Part, the said *James Hilton* and *Thomas Grimsditch* were appointed by the said *Thomas Legh* (formerly *Crosse*) Trustees, under the said Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two, in the Stead and Place of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*, who had declined to act in the Execution of the Trusts of the said Indenture of Appointment, Release, and Settlement, as appeared by the now reciting Indenture: And whereas by Indentures of Lease and Release dated the Sixth and Seventh Days of *August* One thousand eight hundred and thirty, made between the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron* of the one Part, and the said *James Hilton* and *Thomas Grimsditch* of the other Part, the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron* bargained, sold, and released the said Manors, Hereditaments, and Premises comprised in the said hereinbefore recited Indenture of Appointment, Release, and Settlement (subject and without Prejudice and except as in the said Indenture is mentioned) unto the said *James Hilton* and *Thomas Grimsditch* and their Heirs, to the same Uses and Trusts, and subject to the same Powers, Provisoos, Declarations, and Agreements, as were declared and contained of and concerning the same in and by the said Indenture of the Fourth Day of *July* One thousand eight hundred and twenty-two, and as if the Names of the said *James Hilton* and *Thomas Grimsditch* had been inserted in the same Indenture and in the Lease for a Year, upon which the Release therein contained was grounded, instead of the Names of the said Sir *Henry Mainwaring Mainwaring* and *Peter Heron*: And whereas the said *James Hilton* has since assumed the Name of *Ford*, and is now known as *James Hilton Ford*: And whereas the said *Charles Richard Banastre Legh* hath attained the Age of Twenty-one Years: And whereas the said *Charles Richard Banastre Legh*, on the Twenty-ninth Day of *April* One thousand eight hundred and forty-six, married *Mary Jane Annabella Wright* Spinster, the Daughter of the Reverend *Henry Wright* of *Mottram Hall* in the said County of *Chester*, Clerk; and by an Indenture dated the Twenty-eighth Day of *April* One thousand eight hundred and forty-six, and made between the said *Charles Richard Banastre Legh* of the First Part, the said *Mary Jane Annabella Wright* of the Second Part, *Matthew Ford* of *Lincoln's Inn Fields* in the County of *Middlesex*, Gentleman, and the Reverend *Robert Thomas Adnutt* Clerk, Rector of *Cadeby* in the County of *Leicester* of the Third Part, and the said *Thomas*

Indenture  
dated 2d Dec.  
1824.

Indentures of  
6th and 7th  
August 1830.

[Private.]

13 g

*Americus*

*The Adlington Estate Act, 1854.*

*Americus Erskine* and *Matthew Blakiston* of the City of *Dublin*, Esquire, of the Fourth Part, in pursuance of the Powers vested in him by the herein-before recited Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two, and of all other Powers and Authorities vested in or enabling him in that Behalf, the said *Charles Richard Banastre Legh*, by the now reciting Deed or Indenture, sealed and delivered by him in the Presence of and attested by the Two credible Persons whose Names were thereon indorsed as Witnesses, limited, appointed, and demised the Manors, Hereditaments, and Premises comprised in the said herein-before recited Indenture of Appointment, Release, and Settlement unto the said *Matthew Ford* and *Robert Thomas Adnutt*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, for securing unto the said *Mary Jane Annabella Wright* and her Assigns (in case she should survive him) an annual Sum or yearly Rentcharge of One thousand two hundred Pounds, by way of Jointure; and by the said Indenture now in recital, in pursuance of the Power vested in him by the herein-before recited Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two, and of all other Powers and Authorities vested in or enabling him in that Behalf, the said *Charles Richard Banastre Legh* limited, appointed, and demised the said Manors, Hereditaments, and Premises unto the said *Thomas Americus Erskine* and *Matthew Blakiston*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, for raising the following Portions for the younger Children of the said *Charles Richard Banastre Legh* by his then intended or any future Wife; (that is to say,) Five thousand Pounds if One Child, Seven thousand Pounds if Two Children, Nine thousand Pounds if Three Children, and Twelve thousand five hundred Pounds if Four or more Children: And whereas the said *Charles Richard Banastre Legh* has Issue by his said Marriage One Child only, named *Florence Hester Lavinia Legh*, who is an Infant: And whereas the said *Thomas Legh* (formerly *Crosse*) did not make any Appointment by Deed or Will of the Sum of Eighteen thousand Pounds, which, in the Event which has happened, is the Sum provided by the said herein-before recited Indenture of Appointment, Release, and Settlement in favour of his younger Children, whereby the said *Mary Anne Legh*, *Marcella Louisa Legh*, and *Emily Anne Legh* became entitled to the said Sum of Eighteen thousand Pounds in equal Shares and Proportions: And whereas by an Indenture dated the Fourth Day of *December* One thousand eight hundred and thirty, and made between the Honourable and Reverend *Augustus Cavendish* of the First Part, the said *Mary Anne Legh* (then an Infant under the Age of Twenty-one Years, of the Age of Nineteen Years,) of the Second Part, the said

*Louisa*

Indenture  
dated 4th  
Dec. 1830.

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*The Adlington Estate Act, 1854.*

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*Louisa Erskine* (therein described as the Mother and Testamentary Guardian of the said *Mary Anne Legh*) of the Third Part, and *John Lewis Newnham*, therein described as of *Lake Cottage* near *Newport* in the *Isle of Wight*, Esquire, and *John Moore* of *Charles Street, Berkeley Square*, in the County of *Middlesex*, Esquire, of the Fourth Part, in consideration of a Marriage then intended to be had and solemnized between the said *Augustus Cavendish* and *Mary Anne Legh*, the said *Augustus Cavendish* covenanted, and the said *Mary Anne Legh*, so far as she lawfully might (with the Privity of the said *Louisa Erskine*, testified by her Execution thereof), covenanted with the said *John Lewis Newnham* and *John Moore*, in case the said Marriage should take effect, to assign the Sum of Six thousand Pounds (being the equal Part or Share of the said Sum of Eighteen thousand Pounds), and all other Sums of Money to which the said *Mary Anne Legh* was or might be entitled by virtue of the Trusts in the said herein-before recited Indenture of Appointment, Release, and Settlement declared of the said Term of Two thousand Years, to the said *John Lewis Newnham* and *John Moore*, or other the Trustees or Trustee of the now reciting Indenture, upon trust to invest the said Sum of Six thousand Pounds and other the Monies thereby covenanted to be assigned in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Real Security, and during the joint Lives of the said *Augustus Cavendish* and *Mary Anne Legh* to pay the Interest thereof as the said *Mary Anne Legh* should, notwithstanding Coverture, by Writing signed by her, appoint, but without Power of Anticipation, and in default of such Appointment to pay such Interest to the said *Mary Anne Legh* for her separate Use; and upon trust, in case the said *Mary Anne Legh* should survive the said *Augustus Cavendish*, to pay the Interest to her for her Life, but in case the said *Mary Anne Legh* should die in the Lifetime of the said *Augustus Cavendish*, to pay the Interest to him for his Life; and after the Decease of the Survivor of the said *Mary Anne Legh* and *Augustus Cavendish*, in case the said *Mary Anne Legh* should have survived the said *Augustus Cavendish*, and should marry again, upon trust to stand and be possessed of One Moiety of the said Trust Monies, Stocks, Funds, and Securities, and the Interest thereof, in trust for all and every or such One or more exclusively of the others or other of the Children of the said *Mary Anne Legh* by any Husband she might marry after the Death of the said *Augustus Cavendish*, as the said *Mary Anne Legh* should by Deed or Will appoint; and as to the whole of the said Trust Monies, Stocks, Funds, and Securities, and Interest, after the Death of the Survivor of them the said *Mary Anne Legh* and *Augustus Cavendish* (subject to the said Power of Appointment to her in the event of her surviving the said *Augustus Cavendish*, and marrying again), upon trust for the Children or remoter Issue of the said *Mary Anne Legh*  
by

*The Adlington Estate Act, 1854.*

by the said *Augustus Cavendish*, other than and except any Child or Issue who, by virtue of the Limitations contained in the said Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two, should for the Time being be entitled to the Manors and Hereditaments therein comprised, as Tenant in Tail thereof, as the said *Mary Anne Legh* and *Augustus Cavendish* should by Deed jointly appoint, and in default thereof as the said *Mary Anne Legh*, in case she should survive the said *Augustus Cavendish*, should by Deed or Will appoint, and in default thereof in trust for all and every the Children and Child of the said *Mary Anne Legh* by the said *Augustus Cavendish*, other than and except any such Child as aforesaid who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age, or be married with such Consent as therein mentioned, equally to be divided between them if more than One, and if there should be but One such Child, then in trust for that One or only Child, and that whether such One or only Child should be entitled to the aforesaid Manors and Hereditaments in manner aforesaid, or not; and by the now reciting Indenture the said *Augustus Cavendish* covenanted, and the said *Mary Anne Legh* (with the like Privity of the said *Louisa Erskine*), so far as she lawfully might, covenanted, with the said *John Lewis Newnham* and *John Moore*, that in case the said intended Marriage should take effect, they the said *Augustus Cavendish* and *Mary Anne Legh* respectively would, immediately on the said *Mary Anne Legh*'s attaining the Age of Twenty-one Years, or as soon as conveniently might be, convey and assure unto the said *John Lewis Newnham* and *John Moore*, or other the Trustees or Trustee for the Time being of the now reciting Indenture, their or his Executors, Administrators, and Assigns, for and during the joint Lives of the said *Mary Anne Legh* and *Augustus Cavendish*, all and every the Manors, Messuages, Lands, and Hereditaments mentioned and comprised in and appointed and released by the said therein-before recited Indenture of Appointment and Release and Settlement, and all and every other Messuages, Lands, Tenements, and Hereditaments which, in pursuance of any Power, Proviso, or Direction in the same Indenture contained, should or might be purchased and settled, or be otherwise subject to the Uses thereby declared of and concerning all the Hereditaments comprised in and appointed by the said Indenture of Appointment, Release, and Settlement, and also all and every the Monies, Stocks, Funds, and Securities by the same Indenture directed to be laid out in the Purchase of Land, to be settled to the Uses last aforesaid, until the same should be so laid out, to the Intent that the Use, Estate, and Interest by the said therein-recited Indenture of Appointment, Release, and Settlement limited in the Remainder to the said *Mary Anne*



*The Adlington Estate Act, 1854.*

*Anne Legh* and her Assigns for her Life as aforesaid, in all the Hereditaments and Premises lastly therein-before covenanted to be conveyed and assured, and which said Estate for Life in remainder was then immediately expectant on the Death of the said *Charles Richard Banastre Legh* without Issue, as therein-before was mentioned, might become and be well and effectually vested in the said Trustees or Trustee, their or his Executors, Administrators, and Assigns, for and during the joint Lives of the said *Mary Anne Legh* and *Augustus Cavendish*, but nevertheless upon and for the Trusts, Intents, and Purposes therein and herein-after expressed and declared of and concerning the same, (that is to say,) upon trust, when and so soon as the said Estate for Life of the said *Mary Anne Legh* should fall into possession, and thenceforth during the joint Lives of the said *Mary Anne Legh* and *Augustus Cavendish*, to pay, apply, and dispose of the Rents, Issues, and Profits thereof to such Person or Persons and for such Intents and Purposes as the said *Mary Anne Legh*, by any Writing or Writings under her Hand (but not by any way of Anticipation), should appoint, and in default thereof should pay the same into the Hands of the said *Mary Anne Legh* for her sole and separate Use, and not to be subject to the Control, Debts, or Engagements of the said *Augustus Cavendish*; and it was by the now reciting Indenture agreed and declared, that if the said *John Lewis Newnham* and *John Moore*, or either of them, should happen to die, it should be lawful for the said *Mary Anne Legh* and *Augustus Cavendish*, during their joint Lives, by any Deed or Instrument in Writing, sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses, to nominate or appoint any other Person to be a Trustee in the Stead or Place of the Trustee so dying, and thereupon all the Trusts, Estates, Monies, and Premises which should then be vested in the Trustee so dying, either solely or jointly with the other Trustee, should be thereupon conveyed, assigned, and transferred so as that the same respectively might be legally and effectually vested in the surviving or continuing Trustee and such new Trustee upon and for the same Trusts as were therein-before declared of and concerning the same Trust Estates, Monies, and Premises respectively, or such of them as should then be subsisting and capable of taking effect: And whereas the Marriage between the said *Augustus Cavendish* and *Mary Anne Legh* was duly had and solemnized in the Month of *December* One thousand eight hundred and thirty: And whereas there has been Issue of that Marriage, but none of such Issue have attained the Age of Twenty-one Years: And whereas the said *John Moore* departed this Life on or about the Twenty-ninth Day of *November* One thousand eight hundred and forty-four, leaving the said *John Lewis Newnham* his Co-Trustee him surviving: And whereas by an Indenture dated the Sixth Day of *June* One thousand eight hundred and fifty, and made between the said

Indenture  
dated 6th  
June 1850.

[Private.]

13 h

*Augustus*

*The Adlington Estate Act, 1854.*

*Augustus Cavendish* and *Mary Anne* his Wife of the First Part, the said *Thomas Americus Erskine* of the Second Part, the said *John Lewis Newnham* and the said *Thomas Americus Erskine* of the Third Part, the said *Augustus Cavendish* and *Mary Anne* his Wife, in pursuance of the Power vested in them by the said herein-before recited Indenture of the Fourth Day of *December* One thousand eight hundred and thirty, did by the now reciting Deed, sealed and delivered by them in the Presence of and attested by the Two credible Witnesses whose Names were thereupon endorsed, nominate and appoint the said *Thomas Americus Erskine* to be a Trustee in the Stead and Place of the said *John Moore* deceased; and by the now reciting Indenture the said *Augustus Cavendish* and *Mary Anne* his Wife, in pursuance of the Covenant in that Behalf contained on the Part of the said *Augustus Cavendish* in the said herein-before recited Indenture of the Fourth Day of *December* One thousand eight hundred and thirty, assigned and transferred the said Portion or Sum of Six thousand Pounds, to which the said *Mary Anne Cavendish* was entitled by virtue of the Trusts in the said Indenture of Appointment, Release, and Settlement declared of the said Term of Two thousand Years, unto the said *John Lewis Newnham* and *Thomas Americus Erskine*, their Executors, Administrators, and Assigns, upon the Trusts of the said herein-before recited Indenture of the Fourth Day of *December* One thousand eight hundred and thirty: And whereas by an Indenture of Assignment dated the Eleventh Day of *January* One thousand eight hundred and forty, and made between the said *Marcella Louisa Legh* of the First Part, the Reverend *John William Chaloner* of the Second Part, and the said *Thomas Americus Erskine* and *Gerard Blisson Wharton* of *Lincoln's Inn Fields* in the County of *Middlesex*, Esquire, of the Third Part, in consideration of a Marriage then intended to be solemnized between the said *John William Chaloner* and *Marcella Louisa Legh*, the said *Marcella Louisa Legh*, with the Privity of the said *John William Chaloner*, assigned and transferred the Sum of Six thousand Pounds (being the equal Part or Share of the said Sum of Eighteen thousand Pounds) and all other Sums of Money to which the said *Marcella Louisa Legh* was or might be entitled by virtue of the Trusts in the said herein-before recited Indenture of Appointment, Release, and Settlement declared of the said Term of Two thousand Years, unto the said *Thomas Americus Erskine* and *Gerard Blisson Wharton*, their Executors, Administrators, and Assigns, upon trust to invest the same in the Public Stocks or Funds or Government Securities of the United Kingdom, or at Interest upon Mortgage of any Freehold, Copyhold, or Leasehold Estates in *England* or *Wales*, and during the joint Lives of the said *Marcella Louisa Legh* and *John William Chaloner* to pay the Interest thereof to such Persons as the said *Marcella Louisa Legh* should, notwithstanding Coverture, by Writing signed by her, appoint, but not by way

Indenture  
dated 11th  
Jan. 1840.

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*The Adlington Estate Act, 1854.*

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way of Anticipation, and in default of such Appointment, to pay such Interest to the said *Marcella Louisa Legh* for her separate Use, and upon trust, in case the said *Marcella Louisa Legh* should survive the said *John William Chaloner*, to pay the Interest to her for her Life, but in case the said *John William Chaloner* should survive the said *Marcella Louisa Legh*, to pay the Interest to the said *John William Chaloner* for his Life, if he should so long continue the Widower of her the said *Marcella Louisa Legh*, and after the Decease of the said *Marcella Louisa Legh*, and the Decease or Second Marriage of the said *John William Chaloner*, then in trust for the Children or remoter Issue of the said *John William Chaloner* and *Marcella Louisa Legh*, other than and except any Child or Issue who by virtue of the Limitations contained in the said Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two should for the Time being be entitled to the Manors and Hereditaments therein comprised as Tenant in Tail thereof, as the said *John William Chaloner* and *Marcella Louisa Legh* should by Deed appoint, and in default thereof as the said *Marcella Louisa Legh*, in case she should survive the said *John William Chaloner*, should by Deed or Will appoint, and in default thereof in trust for the Child or all and every the Children of the said *John William Chaloner* and *Marcella Louisa Legh*, other than and except any such Child as aforesaid, who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age, or marry with such Consent as therein mentioned, equally to be divided between them, if more than One, but if there should be no Child of the said *John William Chaloner* and *Marcella Louisa Legh* his intended Wife, being a Son who should attain the Age of Twenty-one Years, or being a Daughter should attain that Age, or marry with such Consent as aforesaid, other than a Child, so excepted as aforesaid, then in trust for such excepted Child; and by the now reciting Indenture the said *Marcella Louisa Legh* (with the Privity of the said *John William Chaloner*) did grant, bargain, sell, release, assign, and transfer unto the said *Thomas Americus Erskine* and *Gerard Blisson Wharton*, their Executors, Administrators, and Assigns, all and every the Manors, Messuages, Lands, and Hereditaments comprised in and settled by the therein-before recited Indenture of Settlement, and also all and every the Monies, Stocks, Funds, and Securities by the same Indenture directed to be laid out in the Purchase of Land, to be settled to the Uses of the same Indenture, until the same should be so laid out, to hold the same unto and to the Use of the said *Thomas Americus Erskine* and *Gerard Blisson Wharton*, their Executors, Administrators, and Assigns, for and during the Term of the joint natural Lives of the said *John William Chaloner* and *Marcella Louisa Legh*, in remainder immediately expectant on the Deaths of the

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*The Adlington Estate Act, 1854.*

the said *Charles Richard Banastre Legh* and *Mary Anne Cavendish*, without Issue, as therein-before was mentioned, in trust for the said *Marcella Louisa Legh* and her Assigns until the said then intended Marriage should be solemnized, and from and after the Solemnization thereof upon trust to receive and take the Rents, Issues, and Profits thereof, when and so soon as the said Estate for Life in remainder of the said *Marcella Louisa Legh* should fall into possession, and thenceforth during the joint Lives of the said *John William Chaloner* and *Marcella Louisa Legh* and to pay, apply, and dispose of the said Rents, Issues, and Profits to such Person or Persons and for such Intents and Purposes as the said *Marcella Louisa Legh*, by any Writing or Writings under her Hand, from Time to Time, notwithstanding her said intended Coverture (but not by way of Anticipation), should direct or appoint, and in default of such Direction or Appointment to pay the same into the proper Hands of the said *Marcella Louisa Legh* for her sole and separate Use, and not to be subject to the Control, Debts, or Engagements of the said *John William Chaloner*: And whereas on or about the Fourteenth Day of *January* One thousand eight hundred and forty the Marriage between the said *John William Chaloner* and *Marcella Louisa Legh* was duly had and solemnized: And whereas there has been Issue of that Marriage Four Children, and no more, (that is to say,) *Charles William Chaloner*, born in the Year One thousand eight hundred and forty, *John Erskine Chaloner*, born in the Year One thousand eight hundred and forty-two, *Robert Thomas Chaloner*, born in the Year One thousand eight hundred and forty-three, and *Henry Edward Chaloner*, born in the Year One thousand eight hundred and forty-five, all of whom are now living, and are under the Age of Twenty-one Years: And whereas the said *Marcella Louisa Chaloner* hath not exercised the Power vested in her by the herein-before recited Indenture of Appointment, Release, and Settlement of charging the Manors, Hereditaments, and Premises therein comprised, or any Part thereof, with the Payment of Portions for the younger Children of her the said *Marcella Louisa Legh*: And whereas the said *Emily Anne Legh*, on or about the Eighteenth Day of *November* One thousand eight hundred and forty-three, intermarried with *John Lawton* Esquire, at the Parish Church of *Prestbury* aforesaid: And whereas by an Indenture of Assignment dated the Ninth Day of *January* One thousand eight hundred and forty-four, and made between the said *John Lawton* and *Emily Anne* his Wife of the one Part, and the said *Thomas Americus Erskine* and *James Hilton Ford*, therein described as of *Bodlondet* in the County of *Caernarvon*, Esquire, of the other Part, in pursuance of an Agreement for that Purpose, and for the nominal Considerations therein mentioned, the said *John Lawton* and *Emily Anne* his Wife assigned and transferred the Sum of Six thousand Pounds (being the equal Part or Share of the said Sum of Eighteen thousand Pounds),  
and

Marriage of  
J. W. Chaloner with  
M. L. Legh.  
Issue of such  
Marriage.

Indenture,  
dated 9th  
January  
1844.

*The Adlington Estate Act, 1854.*

and all other Sums of Money to which the said *Emily Anne Lawton* was or might be entitled by virtue of the Trusts in the said herein-before recited Indenture of Appointment, Release, and Settlement declared of the said Term of Two thousand Years, unto the said *Thomas Americus Erskine* and *James Hilton Ford*, their Executors, Administrators, and Assigns, upon trust to invest the same in any of the Public Stocks or Funds or Government Securities of the United Kingdom, or at Interest upon Mortgage of any Freehold, Copyhold, or Leasehold Estates in *England* or *Wales*, and during the joint Lives of the said *John Lawton* and *Emily Anne* his Wife to pay the Interest thereof to such Persons as the said *Emily Anne Lawton* should, notwithstanding Coverture, by Writing signed by her, appoint, but without Power of Anticipation, and in case the said *Emily Anne Lawton* should survive the said *John Lawton*, to pay the Interest to her for her Life, but in case the said *Emily Anne Lawton* should die in the Lifetime of the said *John Lawton*, to pay the Interest to the said *John Lawton* for his Life, and after the Decease of the Survivor of them the said *John Lawton* and *Emily Anne* his Wife, then in trust for the Children or remoter Issue of the said *John Lawton* and *Emily Anne* his Wife (other than and except any Child or Issue who by virtue of the Limitations contained in the said Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two should for the Time being be entitled to the Manors and Hereditaments therein comprised as Tenant in Tail thereof) as the said *John Lawton* and *Emily Anne* his Wife should by Deed appoint, and in default thereof as the Survivor of them the said *John Lawton* and *Emily Anne* his Wife should by Deed or Will appoint, and in default thereof in trust for the Child or all and every the Children of the said *John Lawton* and *Emily Anne* his Wife (other than and except any such Child as aforesaid) who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age, or marry with such Consent as therein mentioned, equally to be divided between them if more than One, but if no Child of the said *John Lawton* and *Emily Anne* his Wife being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry with such Consent as aforesaid, other than a Child so excepted as aforesaid, then in trust for such excepted Child; and by the now reciting Indenture the said *John Lawton* and *Emily Anne* his Wife granted, bargained, sold, released, assigned, and transferred unto the said *Thomas Americus Erskine* and *James Hilton Ford*, their Executors, Administrators, and Assigns, all and every the Manors, Messuages, Lands, and Hereditaments situate and being in the Parish of *Prestbury* in the said County of *Chester*, and comprised and settled in and by the said therein-before recited Indenture of Settlement, and also all and every the Stocks, Funds, and Securities by the same Indenture directed to be laid out

[*Private.*]

*The Adlington Estate Act, 1854.*

in the Purchase of Land, to be settled to the Uses of the same Indenture, until the same should be so laid out, to hold the same unto and to the Use of the said *Thomas Americus Erskine* and *James Hilton Ford*, their Executors, Administrators, and Assigns, during the joint natural Lives of the said *John Lawton* and *Emily Anne* his Wife, in remainder immediately expectant on the Deaths of the said *Charles Richard Banastre Legh* and *Mary Anne Cavendish* and *Marcella Louisa Chaloner* without Issue, as therein-before was mentioned, upon trust to receive and take the Rents, Issues, and Profits thereof, and when and so soon as the said Estate for Life in remainder of the said *Emily Anne Lawton* should fall into possession, and thenceforth during the joint Lives of the said *John Lawton* and *Emily Anne* his Wife, to pay, apply, and dispose of the said Rents, Issues, and Profits into the proper Hands of the said *Emily Anne Lawton*, or unto such Person or Persons as she should, by any Writing under her Hand, direct, for her sole and separate Use, independent of her said Husband, and free from his Debts, Control, Contracts, or Engagements, and not by way of Anticipation: And whereas there has been Issue of the said Marriage between *John Lawton* and *Emily Anne* his Wife Five Children, and no more, (that is to say,) *Louisa Elizabeth Lawton*, born in the Year One thousand eight hundred and forty-four, *Emily Jane Lawton*, born in the Year One thousand eight hundred and forty-six, *William John Percy Lawton*, born in the Year One thousand eight hundred and forty-nine, *Agnes Fanny Adine Lawton*, born in the Year One thousand eight hundred and fifty-one, and *Robert Charles Montague Lawton*, born in the Year One thousand eight hundred and fifty-two, all of whom (except the said *Emily Jane Lawton*, who died in the Year One thousand eight hundred and forty-six,) are now living, and under the Age of Twenty-one Years: And whereas the said *Emily Anne Lawton* hath not exercised the Power vested in her by the herein-before recited Indenture of Appointment, Release, and Settlement of charging the Manors, Hereditaments, and Premises therein comprised, or any Part thereof, with the Payment of Portions for the younger Children of the said *Emily Anne Lawton*: And whereas the said Sum of Eighteen thousand Pounds was, on the Execution of an Indenture bearing Date the Twenty-fifth Day of *January* One thousand eight hundred and fifty-one, and made between the said *Sir John Richard Hilton* and *Thomas Legh* of *Lyme* of the First Part, the said *Charles Richard Banastre Legh* of the Second Part, the said *John Lewis Newnham* and *Thomas Americus Erskine* (the then Trustees of the said Settlement made on the Marriage of the said *Mary Anne Legh* with the said *Augustus Cavendish*) of the Third Part, the said *Thomas Americus Erskine* and *Gerard Blisson Wharton* (the Trustees of the said Settlement made on the Marriage of the said *Marcella Louisa Legh* with the said *John William Chaloner*) of the Fourth Part, the said *Thomas Americus Erskine* and *James Hilton Ford* (the

Trustees

Mortgage  
dated 25th  
January  
1851.

*The Adlington Estate Act, 1854.*

Trustees of the said Settlement made subsequent to the Marriage of the said *Emily Anne Legh* with the said *John Lawton*) of the Fifth Part, the said *Matthew Ford* of the Sixth Part, and *Thomas Brocklehurst* of the Fence within *Hurdsfield* in the said County of *Chester*, Esquire, of the Seventh Part, paid by the said *Thomas Brocklehurst* (at the Request of the said *Sir John Richard Hilton* and *Thomas Legh* of *Lyme*, and with the Approbation of the said *Charles Richard Banastre Legh*,) to the said Parties thereto of the Third, Fourth, and Fifth Parts, in the several Proportions therein mentioned; and by the same Indenture so much of the said Manors, Hereditaments, and Premises as was comprised in the said herein-before-mentioned Term of Two thousand Years was assigned by the said *Sir John Richard Hilton* and *Thomas Legh* of *Lyme*, at the Request as well of the said *Charles Richard Banastre Legh* as of the said several Parties thereto of the Third, Fourth, and Fifth Parts, unto the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Two thousand Years, subject to the Proviso in the said Indenture now in recital contained for Redemption of the Hereditaments and Premises therein comprised, and the Re-assignment thereof by the said *Thomas Brocklehurst*, his Executors, Administrators, or Assigns, unto the said *Charles Richard Banastre Legh*, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons who for the Time being should be entitled to the Freehold or Inheritance of the same Hereditaments and Premises expectant on the Determination of the said Term of Two thousand Years, or unto such Person or Persons as he or they should direct or appoint, on Payment by the said *Sir John Richard Hilton* and *Thomas Legh* of *Lyme*, their Executors, Administrators, or Assigns, or the said *Charles Richard Banastre Legh*, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons who for the Time being should be entitled to the Freehold or Inheritance of the said Hereditaments and Premises expectant on the Determination of the said Term of Two thousand Years, or any or either of them, unto the said *Thomas Brocklehurst*, his Executors, Administrators, or Assigns, of the Sum of Eighteen thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, at the Times and in the Manner in the said Proviso mentioned and appointed for Payment of the same: And whereas by an Indenture bearing Date the Fifteenth Day of *April* One thousand eight hundred and fifty-one, and made between the said *Sir John Richard Hilton* and *Thomas Legh* of *Lyme* of the First Part, the said *Charles Richard Banastre Legh* of the Second Part, and the said *Thomas Brocklehurst*, of the Third Part, the Hereditaments and Premises comprised in the last-recited Indenture were charged with the Payment of the further Sum of Three hundred and sixty Pounds unto the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, (with Interest for the same after the Rate of Five Pounds *per Centum per Annum*), being the

Amount

Mortgage  
dated 15th  
April 1851,  
for 360*l.*

*The Adlington Estate Act, 1854.*

Indenture  
dated 14th  
September  
1853.

Amount of the Costs, Charges, and Expenses attendant on the raising and borrowing of the said Sum of Eighteen thousand Pounds, and occasioned by and relating to the Trusts reposed in them the said Sir *John Richard Hilton* and *Thomas Legh* of *Lyme* by the said hereinbefore recited Indenture of Appointment, Release, and Settlement: And whereas by an Indenture bearing Date the Fourteenth Day of *September* One thousand eight hundred and fifty-three, and made between the Right Honourable *Stephen Lushington* Doctor of Civil Laws, of *Doctors Commons* in the City of *London*, of the First Part, the said *Matthew Ford* of the Second Part, the said *Charles Richard Banastre Legh* of the Third Part, the said *Thomas Brocklehurst* of the Fourth Part, *William Brocklehurst* of *Tytherington* in the said County of *Chester*, Esquire, of the Fifth Part, and *Peter Pownall Brocklehurst* of *Hurdsfield House* within *Hurdsfield* aforesaid, Esquire, of the Sixth Part, after reciting, amongst other things, that by the said Indenture dated the Eleventh Day of *March* One thousand eight hundred and sixteen, made between the said *Richard Legh* of the First Part, the said *Thomas Crosse* of the Second Part, *Samuel Chetham Hilton* Esquire and *Thomas Robert Wilson* of the Third Part, for the Considerations therein mentioned the said *Richard Legh* and *Thomas Crosse* appointed that the said Manors or Lordships, Hereditaments, and Premises, but not including *Newton Hall*, should, after the Decease of the said *Richard Legh*, remain, continue, and be to the Use of the said *Samuel Chetham Hilton* and *Thomas Robert Wilson*, their Executors, Administrators, and Assigns, for One thousand Years, in trust for the Executors, Administrators, and Assigns of the said *Richard Legh*, as Part of his Personal Estate, and to secure to them the Payment of the said hereinbefore-mentioned Sum of Fifty-five thousand Pounds and Interest, in manner therein mentioned; and also reciting that by the said hereinbefore-mentioned Indenture of the Eighth Day of *October* One thousand seven hundred and fifty-seven, which was made between the said *Charles Legh* and *Thomas Legh* his Son and Heir apparent of the First Part, *John Rowlls* Esquire and *Elizabeth* his Wife of the Second Part, *John Baskervyle* and *Edward Lovibond*, Esquires, of the Third Part, and *Thomas Gorst* Gentleman of the Fourth Part, for the Consideration therein mentioned the said *Charles Legh* and *Thomas Legh* (with the Consent of the said *John Rowlls* and *Elizabeth* his Wife) granted and demised certain of the said Messuages and Tenements unto the said *John Baskervyle* and *Edward Lovibond*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, for securing the Sum of Three thousand Pounds and Interest, and that by divers mesne Assignments, and other Acts and Assurances in the Law or otherwise, and particularly by an Indenture dated the Twelfth Day of *September* One thousand eight hundred and seventeen, made between *James Beech* Esquire of the First Part, the said *Richard Legh* of



*The Adlington Estate Act, 1854.*

of the Second Part, and *Richard Newsham* Esquire of the Third Part, the last-mentioned Messuages and Tenements became vested in the said *Richard Newsham* for the then Residue of the said Term of Five hundred Years, for securing the said Sum of Three thousand Pounds and Interest; and also reciting that the said *Richard Legh*, by his Will dated the Seventeenth Day of *July* One thousand eight hundred and twenty-two, bequeathed the said Sum of Fifty-five thousand Pounds unto and to the Use of the said *Thomas Robert Wilson*, there and therein called *Thomas Robert Wilson France*, and the said *Thomas Mawdesly*, upon certain Trusts therein mentioned, and appointed the said *Thomas Robert Wilson France* and *Thomas Mawdesly* Executors of his said Will, and that the said *Richard Legh* died in the Month of *August* One thousand eight hundred and twenty-two, and that on the First Day of *October* One thousand eight hundred and twenty-two the said Will, with Two Codicils thereto, not affecting the said Bequest of the said Sum of Fifty-five thousand Pounds, were proved in the Consistory Court of *Chester*; and also reciting that by an Indenture dated the Sixteenth Day of *June* One thousand eight hundred and thirty-one, made between the said *Samuel Chetham Hilton* and *Thomas Robert Wilson France* of the First Part, the said *Thomas Robert Wilson France* and *Thomas Mawdesly* of the Second Part, *Gerard Blisson Wharton* Gentleman of the Third Part, the said *Richard Newsham* of the Fourth Part, *Thomas Davison Bland* Esquire and the said *Stephen Lushington* of the Fifth Part, and *John Ford* Gentleman of the Sixth Part, in pursuance and in compliance with certain Orders of the High Court of Chancery, therein recited, made in certain Causes therein particularly mentioned and set forth, and of the Sum of Fifty-five thousand Pounds paid by the said *Thomas Davison Bland* and *Stephen Lushington* into the Court of Chancery, and of the Sum of Three thousand Pounds then paid by the said *Thomas Davison Bland* and *Stephen Lushington* to the said *Richard Newsham*, the said *Thomas Robert Wilson France* and *Thomas Mawdesly* (as such Executors as aforesaid, and as to the said Sum of Fifty-five thousand Pounds), and the said *Richard Newsham* as to the said Sum of Three thousand Pounds, assigned the said Two several Sums of Fifty-five thousand Pounds and Three thousand Pounds, and the Interest thereof respectively, unto the said *Thomas Davison Bland* and *Stephen Lushington*, their Executors, Administrators, and Assigns, and the said *Samuel Chetham Hilton* and *Thomas Robert Wilson France* (with the Assent of the said *Thomas Mawdesly*) assigned the Manors or Lordships, Hereditaments, and Premises comprised in the said Term of One thousand Years created by the said Indenture of the Eleventh Day of *March* One thousand eight hundred and sixteen unto the said *Thomas Davison Bland* and *Stephen Lushington*, their Executors, Administrators, and Assigns, for the then Residue of the said Term of One thousand Years, for securing the said Sum of Fifty-five thousand

[Private.]

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Pounds,

*The Adlington Estate Act, 1854.*

Pounds, and the Interest thereof, and subject to Redemption as therein-mentioned, and the said *Richard Newsham*, upon the Nomination of the said *Thomas Davison Bland* and *Stephen Lushington*, assigned the Messuages and Tenements comprised in the said Term of Five hundred Years created by the said Indenture of the Eighth Day of *October* One thousand seven hundred and fifty-seven unto the said *John Ford*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Five hundred Years, in trust for the said *Thomas Davison Bland* and *Stephen Lushington*, their Executors, Administrators, and Assigns, for securing the said Sum of Three thousand Pounds and the Interest thereof, and subject to Redemption as therein mentioned; and also reciting that the said *Thomas Davison Bland* died on the Sixth Day of *October* One thousand eight hundred and forty-seven, and that the said *John Ford* died on the Twenty-seventh Day of *December* One thousand eight hundred and forty, intestate as to the Premises comprised in the said Indenture of the Eighth Day of *October* One thousand seven hundred and fifty-seven, and that on the Third Day of *September* then instant Letters of Administration of his Goods, Chattels, and Credits limited to the said Term of Five hundred Years, were granted to the said *Matthew Ford* by the Consistory Court of *Chester*; it is by the said Indenture of the Fourteenth Day of *September* One thousand eight hundred and fifty-three witnessed, that in consideration of the Sum of Fifty-eight thousand Pounds by the said *Thomas Brocklehurst* to the said *Stephen Lushington* then paid, at the Request and by the Direction of the said *Charles Richard Banastre Legh*, and for the nominal Consideration therein mentioned, the said *Stephen Lushington* assigned the said Two several Sums of Fifty-five thousand Pounds and Three thousand Pounds, and the Interest thenceforth to become due for the same, unto the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, absolutely; and the said *Stephen Lushington* assigned, and the said *Charles Richard Banastre Legh* granted, assigned, and confirmed, such Part of the said Manors, Hereditaments, and Premises as was comprised in the said last herein-before mentioned Term of One thousand Years unto the said *William Brocklehurst*, his Executors, Administrators, and Assigns, for the then Residue of the said last-mentioned Term, in trust nevertheless for the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, and the said *Matthew Ford* assigned, and the said *Charles Richard Banastre Legh* granted, assigned, and confirmed, such Part of the said Manors, Hereditaments, and Premises as was comprised in the said Term of Five hundred Years unto the said *Peter Pownall Brocklehurst*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Five hundred Years, in trust for the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, subject, as to all the Premises so assigned to the said *William Brocklehurst* and *Peter Pownall*

*The Adlington Estate Act, 1854.*

*Pownall Brocklehurst*, to such Right and Equity of Redemption as the same Premises were then subject or liable to, on Payment of the Sum of Fifty-eight thousand Pounds and Interest to the said *Thomas Brocklehurst*, his Executors, Administrators, and Assigns, by or by virtue of the said therein-recited and herein-before mentioned Indenture of the Sixteenth Day of *June* One thousand eight hundred and thirty-one: And whereas the Sum of Eleven thousand six hundred and forty-eight Pounds Fifteen Shillings and Fourpence has, in pursuance of an Order of the Court of Chancery dated the Ninth Day of *December* One thousand eight hundred and fifty-three, *in re* the settled Estates of *Richard Legh* Esquire, been paid to the said *Thomas Brocklehurst* in Satisfaction of the said Principal Sum of Three thousand Pounds, and in part Satisfaction of the said Sum of Fifty-five thousand Pounds secured to him the said *Thomas Brocklehurst* by the said herein-before recited Indenture of the Fourteenth Day of *September* One thousand eight hundred and fifty-three, and the said several Sums of Eighteen thousand Pounds and Three hundred and sixty Pounds, and the Sum of Forty-six thousand three hundred and fifty-one Pounds Four Shillings and Eightpence (the Balance of the said Sum of Fifty-five thousand Pounds), making together the consolidated Sum of Sixty-four thousand seven hundred and eleven Pounds Four Shillings and Eightpence, and the accruing Interest thereon, now only remains due and owing to the said *Thomas Brocklehurst* by virtue of his said several herein-before recited Securities: And whereas by an Indenture dated the Eleventh Day of *April* One thousand eight hundred and fifty-four, and made between the said *Charles Richard Banastre Legh* of the First Part, *Jonathan Harrison*, formerly of the *Stock Exchange, London*, but then of *Wigton* in the County of *Cumberland*, Esquire, of the Second Part, *Peter Pownall* of *Bramhall* in the said County of *Chester*, Esquire, of the Third Part, and *Henry Brocklehurst* of *Foden Bank* within *Sutton* in the said County of *Chester*, Esquire, of the Fourth Part, in consideration of the Sum of Sixteen thousand Pounds to the said *Jonathan Harrison* then paid by the said *Peter Pownall* (at the Request of the said *Charles Richard Banastre Legh*), the said *Jonathan Harrison* (at the like Request of the said *Charles Richard Banastre Legh*) assigned unto the said *Peter Pownall*, his Executors, Administrators, and Assigns, Five several Principal Sums of Seven hundred Pounds, Four thousand three hundred Pounds, Four thousand Pounds, Three thousand Pounds, and Four thousand Pounds, then due and owing to him the said *Jonathan Harrison* on Mortgage of certain Parts of the said *Adlington* Estate, by virtue of Five several Indentures of Mortgage and further Charge, bearing Date the Twenty-second Day of *March* One thousand eight hundred and forty-three, the Eighteenth Day of *September* One thousand eight hundred and forty-four, the Twenty-fifth Day of *April* One thousand eight hundred and forty-six, the Seventh Day of *October* One thousand eight

Indenture  
dated 11th  
April 1854.

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*The Adlington Estate Act, 1854.*

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eight hundred and forty-six, and the Tenth Day of *July* One thousand eight hundred and forty-eight, all particularly recited in the now reciting Indenture, and the Interest thenceforth to become due for the same several Sums; and by the now reciting Indenture the said *Jonathan Harrison* (at the like Request of the said *Charles Richard Banastre Legh*) assigned, and the said *Charles Richard Banastre Legh* granted, assigned, and confirmed, unto the said *Peter Pownall*, his Executors, Administrators, and Assigns, certain Parts of the said *Adlington* Estate which were demised by the said *Charles Richard Banastre Legh* unto the said *Jonathan Harrison*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if he the said *Charles Richard Banastre Legh* should so long live, by the said herein-before mentioned Indenture of the Twenty-second Day of *March* One thousand eight hundred and forty-three, which in the Indenture now in recital is stated to have been made between the said *Charles Richard Banastre Legh* of the one Part, and the said *Jonathan Harrison* of the other Part, to hold the same unto the said *Peter Pownall*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Ninety-nine Years, determinable as aforesaid, subject to such Rights and Equities of Redemption as were then subsisting therein under and by virtue of the Five several last herein-before-mentioned Indentures, and also subject to the Provisions, Powers, and Declarations in the now reciting Indenture contained: And whereas the said *Charles Richard Banastre Legh*, having applied to the Inclosure Commissioners for *England* and *Wales*, under the Provisions of the Act Thirteenth and Fourteenth *Victoria*, Chapter Thirty-one, for an Advance by way of Loan of the Sum of Five thousand Pounds for improving by Works of Drainage such Parts of the said *Adlington* Estate as are situate in the said Townships of *Adlington*, *Butley*, *Prestbury*, and *Newton*, the said Commissioners, by a Provisional Certificate dated the Fourth Day of *June* One thousand eight hundred and fifty-two, certified that the total Amount of the Advances which in their Opinion should be made in respect of the said proposed Works and Expenses should not exceed Five thousand Pounds, and under the Powers of the said Act and the said Certificate the said Commissioners, on the Twenty-seventh Day of *April* One thousand eight hundred and fifty-three, advanced the said *Charles Richard Banastre Legh* the Sum of Seven hundred and seventy-two Pounds, and on the Twenty-third Day of *January* One thousand eight hundred and fifty-four the Sum of One thousand and twenty-six Pounds, and on the Thirtieth Day of *June* last the Sum of Five hundred and ninety-eight Pounds, on account and for the Purposes aforesaid, and therefore Rentcharges in respect of the said Sums of Seven hundred and seventy-two Pounds, One thousand and twenty-six Pounds, and Five hundred and ninety-eight Pounds are now chargeable upon the said Lands by virtue of the said Act: And whereas that

Part

*The Adlington Estate Act, 1854.*

Part of the *Adlington* Estate which is comprised within the Townships of *Butley Newton* otherwise *Butley-with-Newton*, *Prestbury*, and *Mottram Andrew* otherwise *Mottram Saint Andrew* is very conveniently situated, and well adapted for Building Purposes, and is capable of divers Improvements, and many Persons are willing and desirous to take Portions thereof for Building and other Purposes, and to lay out considerable Sums of Money in erecting Mansions, Dwelling Houses, Villas, and other Buildings thereon, and making Improvements therein, if Conveyances in Fee or Demises for Terms not exceeding Nine hundred and ninety-nine Years under reserved Rents could be made thereof: And whereas the Erection of Mansions, Dwelling Houses, Villas, and other Buildings, and the said Improvements, would greatly increase the Value of the Lands in the said Townships of *Butley Newton* otherwise *Butley-with-Newton*, *Prestbury*, and *Mottram Andrew* otherwise *Mottram Saint Andrew*, comprised in the said Settlement, which are now almost exclusively employed in Agriculture; and it would be for the Benefit and Advantage of the said *Charles Richard Banastre Legh* and the future Tenants for Life and in Tail of the said *Adlington* Estate if he and they were respectively empowered for those Purposes to convey in Fee and to demise or lease for Terms not exceeding Nine hundred and ninety-nine Years, in manner and on the Terms herein-after provided, all or any Part of the Hereditaments and Premises comprised in the said last-named Townships: And whereas, according to the Custom of the County where the said settled Estates are situate, it is requisite, in order to induce Persons to build, to grant them either Leases for Nine hundred and ninety-nine Years or to make Grants in Fee at Building Rents: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *Charles Richard Banastre Legh*, for and on behalf of himself and for and on behalf of the said *Florence Hester Lavinia Legh* his Infant Daughter, doth 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, as follows:

I. That from and after the passing of this Act it shall and may be lawful for the said *Charles Richard Banastre Legh* at any Time or Times during his Life, with the Privity and Consent of the said *James Hilton Ford* and *Thomas Grimsditch*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustee or Trustees for the Time being to be hereafter appointed in their or either or any of their Place or Stead, under and by virtue of the Power for that Purpose contained in the herein-before recited Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One

Power to grant Leases of Part of the Premises comprised in Settlement of 4th July 1822, for Building and other Purposes.

[*Private.*]

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*The Adlington Estate Act, 1854.*

thousand eight hundred and twenty-two, testified by Writing under their or his Hands or Hand, and after the Decease of the said *Charles Richard Banastre Legh* for the Person or Persons (if of the Age of Twenty-one Years) who under or by virtue of the Limitations contained in the said herein-before recited Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two shall for the Time being be beneficially entitled to the actual Receipt and Enjoyment of the yearly Rents, Issues, and Profits of such Part of the said Lands, Hereditaments, and Premises comprised in the said last-mentioned Indenture as are situate and being in the said Townships of *Butley, Newton* otherwise *Butley-with-Newton, Prestbury*, and *Mottram Andrew* otherwise *Mottram Saint Andrew*, but with such Privy and Consent and so testified as aforesaid; and if such Person or Persons shall not be of the full Age of Twenty-one Years, then, during the Minority or Minorities of such Person or Persons, for the Guardian or Guardians for the Time being of such Person or Persons so under the Age of Twenty-one Years as aforesaid, (but with such Privy and Consent and so testified as aforesaid,) by Deed or Deeds under his, her, or their Hand and Seal or Hands and Seals, and notwithstanding Coverture, at any Time or Times and from Time to Time to convey in Fee Simple, or to demise or lease for any Term or Number of Years not exceeding the Term of Nine hundred and ninety-nine Years, to take effect in possession, and not in reversion, all or any Part or Parts of the Hereditaments comprised in the said Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two which are situate and being in the said Townships of *Butley Newton* otherwise *Butley-with-Newton, Prestbury*, and *Mottram Andrew* otherwise *Mottram Saint Andrew*, to any Persons whomsoever who shall be willing substantially to improve any of the present or any future Houses or other Buildings upon any Part of the same Hereditaments, or to erect and build any substantial Houses or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any substantial Houses or other Buildings of a good Class and Quality on any Part of the said Hereditaments whereon no Buildings shall be then standing; and with or without Liberty for the Purchaser or Lessee to take down or remove all or any Part of the Buildings or Works standing or being upon or within the Hereditaments in such Conveyances or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; with or without Liberty for the Purchaser or Lessee to set out and allot any Part of the Premises to be comprised in any such Conveyance or Lease as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Purchasers, Lessees, Tenants, or Occupiers

*The Adlington Estate Act, 1854.*

Occupiers of the Premises, or for the better Management of the Premises; and also with or without Liberty for the Purchaser or Lessee to make, lay, or use, in or under any Part of the Hereditaments which may be so set out and allotted for Markets, Squares, Crescents, or other open Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been sold or leased of the said Hereditaments, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or any future Houses, Buildings, or Works; and also with or without Liberty for the Purchaser or Lessee to dig, carry and take away, in and out of the Hereditaments to be comprised in his Conveyance or Lease, any such Building Stone, Earth, Clay, Sand, Loam, Gravel or other Soil, as it shall be found convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Conveyances or Leases, and to manufacture such Earth, Clay, Loam, or Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid; and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under the Lands or Grounds conveyed or leased; and with or without any other Liberties, Privileges, or Reservations which, in the Opinion of the Person or Persons making and consenting to the Grant or Lease, shall be reasonable, and are usual in Conveyances or Leases of a similar Description; and either with or without Covenants and Stipulations, to be entered into or made by or on the Part of the Purchaser or Lessee, to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Hereditaments; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Party or Parties making the Grant or Lease as to the Mode in which any other Part or Parts of the said Hereditaments shall be built upon, laid out, used, or improved; so as in every such Conveyance or Lease there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Conveyance or Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same, and such Rent or Rents, as to such Parts of the said Premises as shall be conveyed in Fee as aforesaid, to be reserved or made to arise and become payable either by way of Reservation in  
 Fee-farm

*The Adlington Estate Act, 1854.*

Fee-farm or by way of Limitation, and so as the Rent or Rents reserved in any such Conveyance or Lease be made payable half-yearly or oftener; and so that every Conveyance or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as in every such Conveyance in Fee there be contained Powers of Distress and Entry and of Perception of Rents and Profits for recovering and enforcing the Payment of the Rent or Rents to be thereby made payable; and so as in every such Conveyance or Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Purchaser or Lessee to build, construct, and finish the Buildings and Works which may be agreed to be built or constructed on the Premises within a Time to be specified for that Purpose, and according to Plans and Elevations to be designed and settled by the Architect of the Grantors, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby conveyed or granted such Buildings and Works; and so as in every such Conveyance or Lease made for the Purpose of having Buildings or Works improved or rebuilt there shall be contained a Covenant on the Part of the Purchaser or Lessee to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved or rebuilt; and so as in every such Conveyance or Lease made for the Purpose of any other Improvements there shall be contained a Covenant on the Part of the Purchaser or Lessee to make such Improvements within a Time to be specified for that Purpose; and so as in every such Conveyance or Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Purchaser or Lessee a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, and Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Conveyance or Lease, and also a Covenant for keeping the Houses, Erections, and Buildings erected and built or to be erected and built or improved on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some Office for Insurance from Fire to be named by the Grantor, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant in all Leases to surrender the Possession of and leave in good Repair the Houses, Erections, Buildings, and Works to be erected and built or improved or constructed on the Premises therein comprised on the Expiration or other sooner Determination of the Estate,



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Estate, Interest, or Term to be thereby granted; and so as in every such Conveyance or Lease there be contained a Power for the Person who shall for the Time being be entitled to the Receipt of the Rent or Rents to be reserved or limited and made payable in and by such Conveyance in Fee, or who shall for the Time being be entitled to the Reversion expectant on any such Lease for Years as aforesaid (as the Case may be), and his Surveyors and Agents, to enter upon the Premises and inspect the Condition thereof; and so as there shall be contained in every such Conveyance or Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding One Year, and not paid within a further Period to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Purchaser or Lessee named in such Conveyance or Lease, his Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Hereditaments comprised in such Conveyance or Lease, or left with the Tenant or any One of the Tenants or Occupiers of the Hereditaments to be comprised in the same Conveyance or Lease, or if the Buildings erected or to be erected on the Ground comprised in any such Conveyance or Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Conveyance or Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period, to be in such Conveyance or Lease specified, not exceeding Three Years next after such Fire or Accident, shall happen, or (in case it shall be thought desirable, and shall be so provided in such Conveyance or Lease,) on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in such Conveyance or Lease on the Part of the Purchaser or Lessee, his Heirs, Executors, Administrators, or Assigns, to be observed or performed, or of any One or more to be in that Behalf agreed upon and specified in such Conveyance or Lease of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Person for the Time being entitled at Law to the Receipt of the Rent or Rents reserved or limited by the same Conveyance, or for the Person who shall for the Time being be entitled to the Reversion expectant on any such Lease for Years as aforesaid (as the Case may be), to enter into and upon the Hereditaments comprised in such Conveyance or Lease, and either with or without a Proviso (as to the Persons making or granting such Conveyance or Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained, except

[*Private.*]

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Counter-  
parts of  
Conveyances  
or Lease to  
be executed.

the Covenant for Payment of the Rent and such other Covenants, Provisoes, or Conditions (if any) as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of such Conveyance or Lease, or of the Estates or Term thereby conveyed or granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Conveyance in Fee and Lease for Years may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Conveyances or Leases of a similar Description which shall appear reasonable to the Persons making or granting the same respectively, and so as that the respective Purchasers or Lessees execute Counterparts of their respective Conveyances or Leases: Provided always, that the First Payment of the full Rent to be limited or reserved in any Conveyance or Lease of any Part of the said Hereditaments shall be made to commence and become payable on a Day not exceeding Three Years from the Date of such Conveyance or Lease, and that during any Period, not exceeding Three Years from the Date of such Conveyance or Lease the Rent may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Conveyance or Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

For giving  
Effect to  
the Proviso  
for Re-entry.

II. That the Proviso or Agreement for Re-entry particularly mentioned in this Act, and hereby directed or authorized to be inserted in each such Conveyance in Fee as aforesaid, shall be good and valid, and that when and if any such Entry shall be made by the Persons entitled at Law to the Receipt of the said Rent or Rents, then from and after such Entry the Lands or Grounds comprised in each Conveyance avoided by such Entry, and the Buildings or Works erected thereupon, shall become and be vested in such Person or Persons, and be subject to such Uses, Estates, Interests, Limitations, Trusts, Charges, and Conditions, Intents and Purposes, at Law and in Equity, as the same Premises would at the Time of making such Entry have been vested in and subject to in case the same Premises had never been so granted as aforesaid.

Rights to be  
exercised by  
Person en-  
titled in  
possession.

III. That the Right to receive the Rent or Rents to be reserved or limited and made payable upon or by any Conveyance or Lease to be made or granted in pursuance of this Act, and the Right to take advantage of any Condition of Re-entry to be contained in any such Conveyance or Lease, or of any Forfeiture of the Estate or Interest or Term

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Term conferred by such Conveyance or Lease, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be and is hereby vested in the Person or Persons who would for the Time being have been entitled to the Possession or Receipt of the Rents of the Lands and Hereditaments comprised in such Conveyance or Lease, in case the same Conveyance or Lease had not been executed.

IV. That it shall be lawful for the Party or Parties so for the Time being authorized to make Conveyances or Leases as aforesaid to make from Time to Time to any Person or Persons whomsoever any such Conveyances or Leases upon the Surrender to the Person or Persons making the same (and which he and they is and are hereby authorized to accept and take, so nevertheless that the Consideration for such Surrender be *bonâ fide* paid by the Person or Persons accepting and taking such Surrender,) of the whole or any Part of the Hereditaments comprised in any Lease or Leases (either for Lives or Years) which may have been at any Time heretofore made by any Person or Persons authorized to make or who shall have made such Lease or Leases, in such Manner and in all respects as if such former Leases had not been made; and that it shall be lawful for the said *Charles Richard Banastre Legh*, and other the Person or Persons hereby authorized to make such Conveyances or Leases as aforesaid, on any Surrender to be made of a Part only of the Hereditaments comprised in any such former Leases as aforesaid, to apportion the Rents or other Payments, and also the Covenants, Conditions, and Agreements, so far as they shall be applicable, in and by any such former Leases reserved or contained, but without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and in every such Case of any Grant or Conveyance of a Part only as aforesaid the Provisions, Powers, and Authorities for enforcing the Payment of the Rent or other Payments, and the Observance and Performance of the Covenants, Conditions, and Agreements, and the Provisions for Re-entry, and all the Powers, Provisions, and Authorities reserved or contained in and by or incidental to such former Leases, in respect of the entire Rents or other Payments, Covenants, Conditions, and Agreements reserved or contained in such former Leases, shall continue in force with respect to such apportioned Rents or Payments, Covenants, Conditions, and Agreements respectively, in all respects as if the same, when so apportioned, modified, or altered, had been reserved and contained in the original Leases.

Conveyances or Leases may be made on Surrender of the former Leases.

V. That it shall be lawful for the said *Charles Richard Banastre Legh* and other the Persons respectively hereby authorized to make such Conveyances, Grants, or Leases as aforesaid, and he and they is and are hereby authorized and empowered, but with such Consent as by this Act would for the Time being be necessary to the making of any

Power to Persons authorized to grant Leases to pull down Houses, &c., any

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with Con-  
sent, &c.

any such Conveyance, Grant, or Lease, at any Time or Times to pull down and remove any Cottages or other Buildings now being on the said Hereditaments hereby authorized to be granted and leased, and now occupied by any Tenant or Tenants, and to lay down the Ground on which the same now stand as Pasture or Garden Ground, and also to lay out and appropriate any Part or Parts of the Hereditaments herein-before authorized to be granted or leased as and for Markets, Crescents, or other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the said Estate and the Accommodation of the Purchasers and Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Conveyance, Grant, or Lease to be made or granted as aforesaid, or in any general Deed or Deeds to be executed from Time to Time for that Purpose, and with or without Power of Revocation or Alteration and new Appointment, in any such Deed to be contained, every such general Deed (if any) to be sealed and delivered by the Persons for the Time being herein-before authorized to make Conveyances, Grants, and Leases as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such general Deed; and also by any such Conveyance, Grant, or Lease, or general Deed or Deeds as aforesaid, to give and grant such Liberties, Privileges, Easements, and Conveniences as shall be deemed reasonable and convenient.

Lessees  
Covenants  
to run with  
the Land.

VI. That all Covenants which shall be entered into by any Lessee of any Part of the said Lands or Hereditaments hereby authorized to be leased to erect, construct, repair, or build, and to keep in repair, any Buildings or Works upon or otherwise improve the Land or Buildings leased to him, or not to build, or otherwise as regards anything to be done or omitted in respect of the Hereditaments to be leased, to pay the Rent or Rents reserved or limited, or to be reserved or limited, and all Taxes, Charges, Rates, Assessments, Dues, or Impositions, to insure against Fire, and to rebuild or repair in case of Fire, to leave Buildings in good Repair, and to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing any Markets, Squares, Crescents, or other open Spaces, Roads, Ways, Streets, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, over, or under the Land or Ground leased or to be leased, or any Part of the said Hereditaments, and all Covenants for the future Management and Regulation of the Buildings and Works, or any other Covenants of a like Nature, or which may be inserted for the general and convenient Management and Control of the same Estate, shall be deemed to run and shall run with the Land leased, and shall at all Times

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bind the Lessee thereof, his Executors, Administrators, and Assigns, whether any Rent or a Peppercorn Rent only shall be reserved in such Lease.

VII. Provided always, That it shall be lawful for the said *Charles Richard Banastre Legh*, and other the Persons respectively hereby authorized to make Grants or Leases, and he and they is and are hereby authorized and empowered, nevertheless with such Consent as aforesaid, to enter into any Contracts in Writing for making or granting any Conveyances in Fee or Leases for Years of all or any Part of the Hereditaments of which he or they is or are hereby authorized to make Conveyances or Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, as far as the same shall be applicable; and to agree, when and as any Lands or Buildings so agreed to be conveyed or leased, or any Part thereof, shall be built upon or rebuilt, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract, to convey or to lease the Lands or Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same as aforesaid, and his Heirs and Assigns, or his Executors, Administrators, and Assigns (as the Case may require), or to such Person (to be approved of by the Persons for the Time being hereby authorized to make Conveyances or Leases as aforesaid) as he or they shall nominate and appoint in that Behalf, either in Fee or for and during the Remainder of the Term or Terms to be specified in such Contract (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Conveyance or Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Conveyance or Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands and Buildings to be comprised in such Conveyance or Lease when fit for Habitation and Use; and (if the Persons entering into such Contract as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract shall or may be reserved or limited in the Conveyance or Lease to be made or granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be conveyed or leased (the clear yearly Rackrent Value of the Lands and Buildings whereon, when fit for Habitation and Use, shall not be less than Six Times the Amount of the yearly Rent to be reserved or limited), and that the Residue thereof shall be conveyed or leased at the yearly Rent of a

Contracts may be entered into for making or granting Conveyances or Leases.

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Peppercorn,

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*The Adlington Estate Act, 1854.*

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Peppercorn, after the full Rent specified in such Contract shall have been reserved or limited in any Conveyances or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract may be appropriated to a Part, or apportioned between Parts, of the Lands or Ground thereby granted, agreed to be conveyed or leased, either by a Surveyor or Referee, or otherwise (such Rent never to exceed such One Sixth Part as aforesaid); and in Cases where no given Quantity for such Purposes as aforesaid shall be specified in such Contract, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Conveyances or Leases made or granted of competent Parts of the Land or Ground thereby agreed to be conveyed or leased (such Rent never to exceed such One Sixth Part as aforesaid), the Residue thereof (if any) shall be conveyed or leased by One or more Conveyances or Conveyance, or Lease or Leases, at the yearly Rent of a Peppercorn; and in case of Conveyances to be made or Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by any such Contract may be made to commence from such Period or Periods, not exceeding Three Years from the Date of such Contract, and that during any Period not exceeding Three Years from the Date of such Conveyance or Lease the Rent may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be conveyed or leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Conveyance shall be made or any Lease shall be granted of any Part of the Hereditaments so contracted to be conveyed or leased the Hereditaments so for the Time being conveyed or leased shall be discharged from such Contract, and the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be conveyed or leased to the Payment of such Portions of the Rent or Rents by such Contract agreed to be reserved or limited as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Purchasers and Lessees under the Powers of conveying and leasing herein-before contained: Provided always, that all and  
singular

*The Adlington Estate Act, 1854.*

singular the Provisions herein-before contained as to the Covenants running with the Lands, and the Persons entitled to the Benefit thereof, shall in all respects apply to any Lease to be made in pursuance of any such Contracts as aforesaid.

VIII. Provided also, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Parts of the Land and Buildings therein comprised and agreed to be conveyed or leased as shall not have been actually conveyed or leased, and shall not be built or rebuilt, laid out, formed, or improved in the Manner therein stipulated, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Persons to whom such Conveyances or Leases ought to be made or granted pursuant to such Contract shall accept the same, and execute Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time, to be thereby appointed, or that in default thereof such Contracts shall as to the Land and Buildings not actually conveyed or leased by virtue of the same Contract be void; and every such Contract shall be binding on all the Persons upon whom any Conveyance or Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by Conveyances or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Every Contract to contain a Clause of Re-entry.

IX. That if the Possession of any Land or Hereditaments to be comprised in any Conveyance or Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Conveyance or Lease or Contract, then and in every such Case it shall be lawful for the Persons for the Time being herein-before authorized to make or grant such Conveyances or Leases respectively as aforesaid to make Conveyances or grant Leases, or enter into Contracts for making Conveyances or granting Leases, and afterwards to make Conveyances and grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Conveyances, or Leases or Contracts for Conveyances or Leases thereof, had been previously made, granted, or entered into.

On Recovery of Possession under any Clause of Re-entry, fresh Grants, Leases, or Contracts may be made.

X. Provided always, That it shall be lawful for the Persons for the Time being authorized to make Conveyances and grant Leases by virtue of this Act from Time to Time (with such Consent nevertheless as aforesaid) to enter into any new Covenants or Agreements in relation to the Hereditaments so authorized to be conveyed or leased

New Agreements may be entered into with Persons having Contracts by

*The Adlington Estate Act, 1854.*

way of Addition to or Explanation of such Contracts.

leased by them as aforesaid with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract to be contained, so nevertheless that such Contract shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person, or his Heirs, Executors, Administrators, or Assigns, in lieu of the Parts of the same Contract which shall have been so released, so nevertheless that after such Release such Contract shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Reconveyance or Surrender of all or any Part of the Hereditaments comprised in any such Contract as aforesaid, and the Hereditaments so reconveyed or surrendered shall or may be contracted, or agreed to be conveyed or leased, and afterwards conveyed or leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract for conveying or leasing the same had been previously entered into or executed: Provided always, that every Conveyance to be made and every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it shall have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Conveyance or Lease and such preceding Contract, provided that such Conveyance or Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Conveyances or Leases hereby authorized to be made and granted, and that after any Conveyance or Lease shall have been executed the Contract for such Conveyance or Lease shall not form any Part of the Evidence of the Title, at Law or in Equity, of the Person or Persons entitled to the Benefit of the same Conveyance or Lease.

After the Execution of any Grant or Lease the Articles or Contract not to form any Part of the Evidence of Title.

Power to grant the Use of Water and Wayleaves.

XI. That it shall be lawful for the said *Charles Richard Banastre Legh* and other the Persons respectively hereby authorized to make Grants or Leases (but with such Consent nevertheless as aforesaid) to grant by way of Lease to any Persons any Liberties, Licences, Powers, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Persons, all or any of the Water flowing or springing, or which shall or may flow or spring, or be made to flow or spring,



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spring, in through, upon, or over any of the said Lands or Hereditaments, and also any Wayleaves or Water Leaves, Canals, Watercourses, Tramroads, Railways, or other Ways, Paths, or Passages, either subterraneous or otherwise, Storeyards, Wharfs, or other like Easements or Privileges, in, upon, out of, or over any Part of the said Lands or Hereditaments, for any Term of Years not exceeding Sixty Years, to take effect in possession, and not in reversion; so as there be reserved in every such Grant by way of Lease as aforesaid, payable half-yearly or oftener during the Continuance of the Term of Years thereby created, the best yearly Rent, either in the Shape of a fixed Sum of Money or by way of Toll or otherwise, that can be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof (other than any Provisions which it may be deemed expedient to insert in any such Grant rendering it obligatory on the Grantee or Lessee to repair or contribute to the Repair of any Roads or Ways, or to keep open or otherwise use in any specified Manner any Water or Watercourse to be comprised in or affected by any such Grant or Lease); and so as there be contained in every such Grant by way of Lease as last aforesaid a Condition or Power of Re-entry, or a Power to make void the same, in case the Rent thereby reserved or made payable, or any Part thereof, shall not be paid within some reasonable Time, to be therein specified in that Behalf; and so as the respective Grantees or Lessees do execute Counterparts of the respective Grants or Leases; and generally that in and by every or any such Grant by way of Lease as last aforesaid there shall or may be contained any other Reservations, Covenants, Agreements, Provisoos, or Stipulations whatsoever, not inconsistent with those hereby required to be reserved or contained in each such Grant by way of Lease, which it shall be deemed expedient to introduce therein.

XII. That it shall be lawful for the High Court of Chancery from Time to Time, upon Petition to be preferred to the said Court in a summary Way by any Person interested in the said Hereditaments for the Time being, either in possession, remainder, or reversion, or the Guardian of any such Person, being an Infant, to make, and the same Court is hereby required to make, such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act, or preparatory thereto; and all such Costs, Charges, and Expenses, when certified by the said Court, including the Cost of such Application, shall be paid and raised by the said *Charles Richard Banastre Legh*, or in case of his Decease previous to the same being paid and raised, by the Person interested in the said Hereditaments for the Time being, either in possession, remainder, or reversion, or the Guardian of any such Person being an Infant, by

The Court of Chancery empowered to make Orders for charging the Expenses of obtaining this Act upon the Lands in favour of Charles Richard Banastre Legh.

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Mortgage

*The Adlington Estate Act, 1854.*

Mortgage of all or any Part of the said Hereditaments, and in all respects as the said Court of Chancery shall order or direct; and for the Purpose of raising such Costs, Charges, and Expenses, and Interest for the same respectively, it shall and may be lawful for the said *Charles Richard Banastre Legh*, or in the event of his Decease as aforesaid for the Person interested for the Time being as aforesaid, or the Guardian of any such Person being an Infant, by any Deed or Deeds, Instrument or Instruments in Writing, to be by the said *Charles Richard Banastre Legh*, or such Person or Guardian as aforesaid, duly executed, (but subject and without Prejudice to the said several herein-before mentioned Charges to or in favour of the said *Thomas Brocklehurst* and *Peter Pownall*, and the said Inclosure Commissioners,) to limit, appoint, or demise all or any Part of the said Hereditaments, with their Appurtenances, to any Person or Persons whomsoever, for any Term or Number of Years; and the Costs and Expenses attending the raising of any Monies so to be raised as aforesaid shall be raised and paid in such Manner as is herein-before provided with respect to the raising and paying the Costs, Charges, and Expenses of and incident to the obtaining this Act as aforesaid.

All Monies to be raised under this Power to be extinguished in Twenty Years.

XIII. Provided always, That the said *Charles Richard Banastre Legh*, or, in the event of his Decease as aforesaid, the Person interested for the Time being as aforesaid, or the Guardian of any such Person being an Infant, do and shall, out of the yearly Rents and Profits arising out of the said Hereditaments or any Part thereof, pay all Interest which from Time to Time shall become payable in respect of any Principal Monies to be raised upon any such Mortgage, and for the Time being remaining unpaid; and, subject as aforesaid, do and shall, by and out of the Rents and Profits thereof, yearly and every Year, until the whole of the Monies so to be raised as aforesaid shall be paid off, pay off One Twentieth Part of the Sum or Sums of Money so to be raised as aforesaid, until the whole thereof shall be discharged.

Receipts good Discharges.

XIV. That the Receipt or Receipts in Writing of the said *Charles Richard Banastre Legh*, or, in the event of his Decease as aforesaid, of the Person interested for the Time being as aforesaid, or of the Guardian of any such Person, for any Monies to be raised by him or them, or otherwise payable to him or them, under or by virtue of the Powers in this Act contained, shall be a good and sufficient Discharge and good and sufficient Discharges to the Person or Persons paying the same, for all Monies therein expressed to be received; and such Person or Persons shall not be bound to see to the Application or be in anywise answerable for the Misapplication or Nonapplication of the same, nor be bound to inquire whether more than the Amount authorized

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authorized to be raised has been raised; and in every Mortgage to be made in pursuance of the Powers of this Act a Power of Distress and Entry for the Recovery of the Interest of the Principal Monies to be thereby secured may be granted to the Mortgagee or Mortgagees.

XV. That it shall be lawful for the said Court of Chancery, upon Petition, to be preferred 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 of all Costs, Charges, and Expenses which shall be from Time to Time incurred in making any Applications to the said Court in pursuance of this Act, or in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid, out of the Monies so to be raised by Mortgage as aforesaid.

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

XVI. That as regards any Conveyances, Grants, Leases, or Contracts which may be made in pursuance of the Powers in this Act contained, the same Conveyances, Grants, Leases, and Contracts so made in pursuance of the Powers in this Act shall be good and effectual as against the said several present Mortgagees, and any Mortgagees under the Powers of this Act, their Executors, Administrators, Successors, and Assigns, but nevertheless for the Purpose of giving the full Benefit to the said Mortgagees, their Executors, Administrators, Successors, and Assigns respectively, of the Rents, Covenants, and Provisions reserved in any such Leases, and on the Part of the Tenants to be paid, observed, and performed, and also of any Rentcharge to be reserved or made payable on any Sale to be made as aforesaid, and of the Powers and Covenants to be contained in any Grant or Limitation of or Security for such Rentcharge, and of such Contracts, the Rents, Covenants, and Provisions reserved by or contained in such Leases, and on the Part of the Tenant to be paid, observed, and performed, and the Reversion expectant on such Leases, and also the Rentcharges to be granted, limited, or made payable on any such Sale to be made as aforesaid, and the Powers and Covenants to be limited or entered into for securing such Rentcharges, and the Benefit of such Contracts, shall, by virtue of this Enactment, be vested, in case the same respectively would not otherwise be vested, in the said Mortgagees, or any Person or Persons for the Time being claiming, by Transfer or otherwise, under them or him, in like Manner as such Rents, Covenants, Provisions, Reversions, Rentcharges, Powers, Contracts, and Covenants would have been vested in case such Leases and Sales and Grants or Limitations of

Grants, Leases, &c., good without the Concurrence of Mortgagees.

Rentcharges

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Rentcharges and Contracts had been made respectively pursuant to sufficient Powers in that Behalf immediately before such Mortgage Securities respectively were executed, and the Rentcharges so to be limited, and the Remedies and Covenants for securing the same, and the full Benefit thereof, had accordingly been comprised in and assured by such Mortgage Securities and the Transfers or other Dealings therewith; and the said Mortgagees, their Executors, Administrators, Successors, and Assigns, shall for all Purposes be deemed the immediate Reversioners expectant on such Leases of the Hereditaments therein comprised, and according to the Priority of their Estates and Charges, and any such Mortgagees shall be entitled, if they require it, to the Possession of any Grants of Rents or Counterparts of Leases or Contracts to be made in pursuance of this Act, according to the Priority of their Securities.

Act not to affect Mortgagees except so far as necessary to give effect to Conveyances or Leases.

XVII. That nothing in this Act contained, or to be contained in any Conveyance, Grant, Lease, or Contract hereby authorized to be made, shall release, discharge, prejudice, or affect the said Mortgagees or any of them, or the Powers, Privileges, or Remedies incident thereto, as to the Hereditaments not included in such Conveyance, Grant, Lease, or Contract, nor as to the Hereditaments included therein, except so far as shall be necessary for giving effect to such Conveyance, Grant, Lease, or Contract, any Rule of Law or Equity to the contrary notwithstanding; and any such Conveyances, Grants, Leases, or Contracts shall be taken and deemed to be and shall be good, valid, and effectual Conveyances, Grants, Leases and Contracts respectively, under the Authority of this Act, and shall bind the said Mortgagees in respect as well of their existing Advances as of all future Advances, although the said Mortgagees shall not have joined or concurred in making, granting, or entering into such Conveyances, Grants, Leases, or Contracts respectively.

General Saving,

XVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *John Richard Hilton* and *Thomas Legh* of *Lyme*, their Executors, Administrators, and future Assigns, as Trustees of the said Term of Eight hundred Years, the said *James Hilton Ford* and *Thomas Grimsditch*, their Heirs, Executors, Administrators, and future Assigns, as Trustees of the said recited Indenture of Appointment, Release, and Settlement of the Fourth Day of *July* One thousand eight hundred and twenty-two, and the said *Charles Richard Banastre Legh*, *Mary Anne Cavendish*, *Marcella Louisa Chaloner*, and *Emily Anne*

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*Anne Lawton*, and the First and other Sons of the said *Charles Richard Banastre Legh*, the Heirs Male of the respective Bodies of such Sons, and also the Heirs of the respective Bodies of such Sons, and also the First and other Sons of the said *Mary Anne Cavendish*, *Marcella Louisa Chaloner*, and *Emily Anne Lawton*, and the Heirs of the respective Bodies of such Sons, and also the First and other Daughters of the said *Charles Richard Banastre Legh*, *Mary Anne Cavendish*, *Marcella Louisa Chaloner*, and *Emily Anne Lawton*, and the Heirs of the respective Bodies of such Daughters, and also other than and except the said *Louisa Erskine*, and the said *Mary Jane Annabella Legh*, and any future Wife of the said *Charles Richard Banastre Legh*, and also the said *Matthew Ford*, *Robert Thomas Adnutt*, *Thomas Americus Erskine*, and *Matthew Blakiston*, their Executors, Administrators, and future Assigns, as Trustees of the said recited Settlement on the Marriage of the said *Charles Richard Banastre Legh* and *Mary Jane Annabella Legh* his Wife, and also the said *Thomas Brocklehurst* and *Peter Pownall*, their respective Executors, Administrators, and future Assigns, and the Inclosure Commissioners, and their future Assigns, as such Mortgagees as aforesaid, and also other than and except the said *John Lewis Newnham* and *Thomas Americus Erskine*, the said *Thomas Americus Erskine* and *Gerard Blisson Wharton*, and the said *Thomas Americus Erskine* and *James Hilton Ford*, and their respective Executors, Administrators, and future Assigns, as the respective Trustees of the recited Settlements on the respective Marriages of the said *Augustus Cavendish* with the said *Mary Anne* his Wife, the said *John William Chaloner* with the said *Marcella Louisa* his Wife, and the said *John Lawton* with the said *Emily Anne* his Wife, and also other than and except all and every other Persons or Person to whom any Estate, Charge, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said Lands, Hereditaments, and Premises, or any of them, or any Part thereof, hath been limited, appointed, given, or made, or hath descended or devolved, or shall descend or devolve, under or by virtue of the herein-before recited Indenture of Appointment, Release, and Settlement, or under the Exercise of any Power or Powers contained in that Indenture, and the Heirs and Assigns of the said *Thomas Legh* (formerly *Crosse*, deceased,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or upon the said Lands, Hereditaments, and Premises, as they or any of them had before the passing of this Act, or could have held or enjoyed in case this Act had not been passed.

XIX. That, in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Adlington Estate Act*, 1854." Short Title.

[*Private.*]

13 p

XX. That

8027  
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no. 13

1162

17° & 18° VICTORIÆ, Cap. 38.

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

XXI. That this Act shall not be a Public Act, but 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.

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Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1854.