



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 39.

An Act to authorize Conveyances in Fee Farm or Demises for long Terms of Years under reserved Rents, of certain Parts of the settled Estates of the Right Honourable *George Harry Earl of Stamford and Warrington*.

[19th July 1839.]

WHEREAS by an Indenture of Appointment and Release, dated on or about the Eighth Day of *December* One thousand seven hundred and ninety-seven, (grounded, so far as the same was intended to operate as a Release, on a Lease for a Year dated the preceding Day,) and expressed to be made between the Right Honourable *George Harry Earl of Stamford and Warrington* and the Right Honourable *George Harry Grey* commonly called *Lord Grey* (eldest Son and Heir Apparent of the said *George Harry Earl of Stamford and Warrington*) of the First Part, the Right Honourable *Francis Charteris* commonly called *Lord Elcho* and the Honourable *Henrietta Charlotte Elizabeth Charteris* (Daughter of the said *Francis Lord Elcho*) of the Second Part, the Most Noble *Alexander Duke of Gordon* and the Most Noble *William Henry Cavendish Bentinck Scott* commonly called *Marquis of Titchfield* of the Third Part, the Most Noble *William Henry Cavendish Duke of Portland* of the Fourth Part, the Most Noble

Indenture of Appointment and Release, dated 8th December 1797, on the Marriage of Lord Grey now Earl of Stamford.

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John Marquis of Bute and the Most Noble *George Gordon* commonly called *Marquis of Huntley* of the Fifth Part, the Right Honourable *Charles Earl of Haddington*, and the Right Honourable *Heneage Earl of Aylesford* of the Sixth Part, the Right Honourable *Adam Gordon* commonly called *Lord Adam Gordon* and the Most Noble *Thomas Marquis of Bath* of the Seventh Part, and the Right Honourable *Frederick Lord Boston* and the Honourable *Booth Grey* of the Eighth Part, (being the Settlement made previously to and in contemplation of the Marriage of the said *George Harry Lord Grey* with the said *Henrietta Charlotte Elizabeth Charteris*,) it is witnessed, that in consideration of the said intended Marriage, and for other valuable Considerations therein expressed, the said *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey* did appoint, grant, and release (amongst other Hereditaments) all that the Barony and Manor or Lordship of *Dunham Massey* in the County of *Chester*, with all and singular the Rights, Members, and Appurtenances thereof; and all that the Capital Messuage or Manor House called *Dunham Hall*, with its Appurtenances, and the Parks and Warrens thereunto belonging, or therewith then or then late used and enjoyed; and also all that the Borough of *Altrincham* in the said County of *Chester*, with all and every the Rights, Members, and Appurtenances thereof; and all and every the Messuages, Cottages, Mills, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever, with their and every of their Appurtenances, of them the said *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey*, or either of them, in *Dunham Massey*, *Bowdon*, *Warburton*, *Altringham* otherwise *Altrincham*, *Bollington*, *Ringey*, *Agden*, *Millington*, *Ashley*, *Hale*, *Sale*, *Rosthorne*, *Timperley*, and *Baguley*, and in every or any of them, in the said County of *Chester*; and also all those the Manors or Lordships of *Carrington* and *Ashton-upon-Mersey* in the said County of *Chester*, with their and every of their Rights, Members, and Appurtenances; and also all and every the Messuages, Cottages, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever of them the said *George Harry Earl of Stamford and Warrington*, and *George Harry Lord Grey*, or either of them, situate, lying, being, and arising in *Carrington*, *Ashton-upon-Mersey*, *Partington*, and *Sinderland*, and in every or any of them, in the said County of *Chester*; and also all that Manor or Lordship of *Stayley* otherwise *Staveley* in the said County of *Chester*, with the Rights, Members, and Appurtenances thereof; and all and every the Messuages, Cottages, Mills, Farms, Lands, Tenements, Tithes, Rents, Services, and Hereditaments whatsoever of them the said *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey*, or either of them, situate, lying, being, and arising in *Stayley* otherwise *Staveley*, *Mattley*, and *Tintwisse* otherwise *Tingitwisse*, every or any of them, in the said County of *Chester*; and also all that the Manor or Lordship of *Hattersley* in the said County of *Chester*, with the Rights, Members, and Appurtenances thereof; and also all and every the Messuages, Cottages, Mills, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever of them the said *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey*, or either of them, in *Hattersley* aforesaid, in the said County of *Chester*; and also all that the Manor or Lordship and

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Fee, or reputed Manor or Lordship and Fee, of *Bollen-cum-Norcliffe* in the said County of *Chester*, with the Rights, Members, and Appurtenances thereof; and all that Capital Messuage, with the Appurtenances, called or known by the Name of *Bollen Hall*, and the Lodge thereunto belonging, or therewith then or then late used or enjoyed; and also all that Capital Messuage called *Pownall*, with its Appurtenances, and all the Lands and Grounds thereunto belonging, or therewith then or then late used or enjoyed, and all and every other the Messuages, Cottages, Farms, Parks, Mills, Lands, Tenements, Rents, Suits, Services, and Hereditaments whatsoever of them the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, or either of them, situate, lying, being, and arising in *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stanneylands*, *Lindowside*, *Morley*, or elsewhere in the Parish of *Wilmslow* in the said County of *Chester*; and also all and every other the Manors and Lordships, Capital and other Messuages, Farms, Cottages, Tofts, Crofts, Curtilages, Homesteads, Mills, Malhouses, Maltkilns, and other Buildings, Lands, Meadows, Pastures, Field Lands, Closes, Doles, Pieces and Parcels of Land, Woods, Underwoods, Heaths, Waste Grounds, Ponds, Pools, Lands covered with Water, Tenements, Rents, and Hereditaments whatsoever of them the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, or either of them, in *Dunham Massey*, *Bowdon*, *Warburton*, *Altringham* otherwise *Altrincham*, *Bollington*, *Ringey*, *Agden*, *Millington*, *Ashley*, *Hale*, *Sale*, *Rosthorne*, *Timperley*, *Baguley*, *Carrington*, *Ashton-upon-Mersey*, *Partington*, *Sinderland*, *Stayley* otherwise *Staveley*, *Mattley*, *Tintwisse* otherwise *Tingitwisse*, *Hattersley*, *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stanneylands*, *Lindowside*, and *Morley*, and in every or any of them, and in the Parishes of *Bowdon*, *Rosthorne*, *Ashton-upon-Mersey*, *Mottram-in-Longdendale*, and *Wilmslow*, or any of them, or elsewhere in the said County of *Chester*, wherein they the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, or either of them, or any Person or Persons in Trust for them or either of them, had any Estate of Inheritance or of Freehold, either in Possession, Reversion, Remainder, or Expectancy, (save and except a certain Messuage or Dwelling House, with the Outbuildings, Garden, and Appurtenances to the same belonging, situate and being in *Altrincham* aforesaid, then in the Tenure or Occupation of *George Worthington*, and lately purchased by the said *George Harry* Earl of *Stamford and Warrington* of and from *Mr. Joseph Pagan*; also save and except a certain other Messuage or Dwelling House, with the Outbuildings, Gardens, and Appurtenances to the same belonging, situate and being in *Altrincham* aforesaid, then in the Tenure or Occupation of *John Worthington*, and then lately purchased by the said *George Harry* Earl of *Stamford and Warrington* of and from *Mr. John Gilbert*; also save and except Six several Fields, Closes, or Parcels of Land lying and being in *Altrincham* aforesaid, called or commonly known by the several Names of *Ashley's Town Field*, *Grantham's Town Field*, *Houghton's Croft* or *Reeding Pit Field*, *Birch's Hob Field* or *Birch's Nearer Town Field*, *Smith's Half Acre* or *Bowdon Lane Field*, and *Holt's Acre*, and theretofore purchased by the said *George Harry* Earl of *Stamford and Warrington*

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of and from different Persons; and also save and except a certain Messuage, Dwelling House, or Tenement, with the Lands, Hereditaments, and Appurtenances to the same belonging, situate and being in *Bollington* aforesaid, then in the Tenure or Occupation of *Thomas Parr*, and theretofore purchased by the said *George Harry* Earl of *Stamford and Warrington* of and from the Trustees of *George Leather*; and also all that the Manor or Lordship of *Ashton-under-Lyne* in the County of *Lancaster*, with the Rights, Members, and Appurtenances thereof; and all that Capital Messuage or Mansion House, with the Lands, Hereditaments, and Appurtenances thereunto belonging, or therewith usually occupied or enjoyed, commonly called or known by the Name of *Ashton Hall* and Demesne, situate and being in *Ashton-under-Lyne* aforesaid; and also all and every other the Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Farms, Cottages, Tofts, Crofts, Curtilages, Homesteads, Mills, Malhouses, Maltkilns, Factories, and other Buildings, Lands, Meadows, Pastures, Field Lands, Closes, Doles, Pieces and Parcels of Land, Woods, Underwoods, Heaths, Waste Grounds, Ponds, Pools, Lands covered with Water, Tenements, Rents, and Hereditaments whatsoever of them the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, or either of them, in *Ashton Town*, *Audenshaw*, *Moorside*, *Little Moss Waterhouses*, *Woodhouses*, *Knollanes*, and *Park*, *Alt*, *Alt Edge*, *Alt Hill*, *Lees*, *Cross Bank*, *Broad Carr*, *High Knowles*, *Hartshead*, *Smalshaw*, *Smallshaw-cum-Hurst*, *Sour Acre*, *Mosley*, *Luzley*, *Ridghill-cum-Lanes*, *Hasslehurst*, *Woodpark*, *Droylsden*, and *Oldham*, and in every or any of them, and in the Parishes of *Ashton-under-Lyne*, *Manchester*, and *Prestwich*, or any of them, or elsewhere in the said County of *Lancaster*, wherein they the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, or either of them, or any Person or Persons in Trust for them or either of them, had any Estate of Inheritance or of Freehold, either in Possession, Reversion, Remainder, or Expectancy, together with the Appurtenances; to the Uses in the said Indenture of Settlement referred to, until the said intended Marriage between the said *George Harry* Lord *Grey* and *Henrietta Charlotte Elizabeth Charteris* should be solemnized; and from and immediately after the Solemnization thereof, then as for and concerning the Barony and Manor or Lordship of *Dunham Massey*, the said Borough of *Altrincham*, the said Manors or Lordships of *Carrington*, *Ashton-upon-Mersey*, *Stayley* otherwise *Staveley*, and *Hattersley*, the said Manor or Lordship and Fee of *Bollen-cum-Norcliffe*, and such and so many of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises (Parcel of the Hereditaments thereby appointed, granted, and released,) as were therein-before mentioned to be situate in the said County of *Chester*, to the Use of the said *William Henry Cavendish* Duke of *Portland*, his Executors, Administrators, and Assigns, during the Term of Five hundred Years, to be computed from the Solemnization of the said intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same and herein-after recited; and as for and concerning the said Manor or Lordship of *Ashton-under-Lyne*, and such and so many of the Messuages, Mills, Lands,

Tenements, Hereditaments, and Premises (Parcel of the Hereditaments and Premises thereby appointed, granted, and released,) as were therein-before mentioned to be situate in the said County of *Lancaster*, to the Use of the said *John Marquis of Bute* and *George Marquis of Huntley*, their Executors, Administrators, and Assigns, during the Term of Eighty Years, to be computed from the Solemnization of the said intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same (and which Trusts having been performed or become unnecessary, the same Term hath ceased by virtue of a Proviso for that Purpose to the said Term annexed by the said Indenture now in recital); and as for and concerning the said Barony and Manor or Lordship of *Dunham Massey*, the said Borough of *Altrincham*, the said Manors or Lordships of *Carrington*, *Ashton-upon-Mersey*, *Stayley* otherwise *Staveley*, and *Hattersley*, the said Manor or Lordship and Fee of *Bollen-cum-Norcliffe*, and all and every the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises therein-before limited to the said *William Henry Cavendish Duke of Portland*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years as aforesaid, (subject to the said Term of Five hundred Years, and to the Trusts thereof,) and as for and concerning the said Manor or Lordship of *Ashton-under-Lyne*, and all and every the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises therein-before limited to the said *John Marquis of Bute* and *George Marquis of Huntley*, their Executors, Administrators, and Assigns, for the Term of Eighty Years as aforesaid, (subject to the said Term of Eighty Years, and to the Trusts thereof,) and also as, for and concerning all and every other the Hereditaments thereby appointed, granted, and released, (except certain Parts thereof situate in the County of *Nottingham*,) to the Use, that from and immediately after the Solemnization of the said intended Marriage the said *George Harry Lord Grey* and his Assigns (during the Period therein mentioned, but which has expired,) might receive thereout a yearly Rent-charge of Three thousand six hundred Pounds, and to this further Use, that the said *Henrietta Charlotte Elizabeth Charteris* and her Assigns, in the several Contingencies and during the several Periods therein mentioned, might receive out of the said Hereditaments the several yearly Rent-charges thereby limited in her Favour, but which said yearly Rent-charges have either ceased; or in the Events which have happened have not and cannot become payable; and as for and concerning the same Hereditaments and Premises thereby charged with the said several yearly Rent-charges in favour of the said *George Harry Lord Grey* and *Henrietta Charlotte Elizabeth Charteris*, to the Use of the said *John Marquis of Bute* and *George Marquis of Huntley*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed from the Solemnization of the said intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same Term (being Trusts for securing the due Payment of the said several yearly Rent-charges, but which Trusts having been performed or become unnecessary, the said Term of One hundred Years hath ceased by virtue of a Proviso for that Purpose to the said Term annexed by the said Indenture now in recital); and from and after the Expiration or other sooner Determination of the

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said Term of One hundred Years, and subject thereunto and to the Trusts thereof in the meantime, and charged with the said yearly Rent-charges, to the Use of the said *George Harry* Earl of *Stamford and Warrington* and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Alexander* Duke of *Gordon* and *William Henry Cavendish Bentinck Scott* Marquis of *Titchfield*, and their Heirs, during the natural Life of the said *George Harry* Earl of *Stamford and Warrington*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the said *George Harry* Lord *Grey*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Alexander* Duke of *Gordon* and *William Henry Cavendish Bentinck Scott* Marquis of *Titchfield*, and their Heirs, during the natural Life of the said *George Harry* Lord *Grey*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the said Lord *Adam Gordon* and *Thomas* Marquis of *Bath*, their Executors, Administrators and Assigns, during the Term of Six hundred Years, to be computed from the Decease of the Survivor of the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, and herein-after recited; with Remainder to the Use of the First Son of the said *George Harry* Lord *Grey* by the said *Henrietta Charlotte Elizabeth Charteris* in Tail Male; with divers Remainders over; and as for and concerning the said Term of Five hundred Years therein-before limited in Use to the said *William Henry Cavendish* Duke of *Portland*, his Executors, Administrators, and Assigns, it was by the said Indenture now in recital declared, that the same was so limited upon Trust that the said *William Henry Cavendish* Duke of *Portland*, his Executors, Administrators, and Assigns, should, after the Decease of the said *George Harry* Earl of *Stamford and Warrington*, or in his Lifetime if he should so direct in manner required by the said Indenture now in recital, by the Ways or Means therein mentioned, levy and raise the Sum of Ten thousand Pounds for the Benefit of the Child or Children of the said *George Harry* Earl of *Stamford and Warrington* (except an eldest or only Son), to be paid to such Child or Children at the Periods and in the Manner in the said Indenture now in recital mentioned and expressed; and as for and concerning the said Term of Six hundred Years therein-before limited in Use to the said Lord *Adam Gordon* and *Thomas* Marquis of *Bath*, their Executors, Administrators, and Assigns, it was by the said Indenture of Settlement now in recital declared, that the same was so limited to them upon Trust that in case there should happen to be an eldest Son of the said *George Harry* Lord *Grey* by the said *Henrietta Charlotte Elizabeth Charteris* his intended Wife born in the Lifetime of the said *George Harry* Lord *Grey*, or after his Decease, and there should be any other Child or Children of the said intended Marriage, were the same a Son or Sons, or a Daughter or Daughters, or were there both Sons and Daughters, or if there should be only One Son of the said *George Harry* Lord *Grey* by the said *Henrietta Charlotte Elizabeth Charteris* born in the Lifetime of the said *George Harry* Lord *Grey*, or after his Decease, and there should in that Case be any Daughter or Daughters of the said intended Marriage, then they the said Lord

Adam Gordon and *Thomas Marquis of Bath*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Decease of the Survivor of them the said *George Harry Earl of Stamford and Warrington*, and the said *George Harry Lord Grey*, or in the Lifetime of the said *George Harry Lord Grey*, surviving his Father, if he the said *George Harry Lord Grey* should so direct in manner in the said Indenture now in recital expressed, by the Ways or Means therein mentioned, levy and raise such Sums of Money for the Portions of all and every such Child and Children (other than an eldest Son) as therein-after was mentioned and herein-after recited, that was to say, in case there should be Two or more such Children (other than an eldest or only Son), were such Children Sons or Daughters, or were there both Sons and Daughters, then upon Trust to levy and raise by such Ways and Means as aforesaid the several Sums therein-after mentioned upon the Contingencies therein-after expressed, that was to say, the Sum of Twenty thousand Pounds for the Portions of Two such Children, the Sum of Twenty-five thousand Pounds for the Portions of Three such Children, and the Sum of Thirty thousand Pounds for the Portions of Four or more such Children, to be respectively paid and divided between and amongst them in such Parts, Shares, and Proportions, and in such Manner and Form, and to be paid and payable at such Ages, Days, and Times, and subject to such Provisoos, Conditions, and Limitations over (such Limitations over to be for the Benefit of some or one of them), as the said *George Harry Lord Grey*, at any Time or Times during his Life, by any Writing or Writings, with or without Power of Revocation, to be sealed and delivered by him in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, to be executed as in the said Indenture now in recital is mentioned, should direct or appoint, and for Want of such Direction or Appointment then to be divided between and amongst such Children in equal Shares and Proportions, and Share and Share alike, the Shares of such of them as should be a Son or Sons to be paid to him or them at his or their Age or Ages of Twenty-one Years, and the Shares of such of the said Children as should be a Daughter or Daughters to be paid to her or them at her or their Age or Ages of Twenty-one Years, or at the Day or Days of her or their respective Marriages, which should first happen after the Decease of the Survivor of them the said *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey*; nevertheless it was thereby declared that if (in case of such Default of such Direction or Appointment) it should so happen that such Child or Children, being a Son or Sons, should attain his or their Ages of Twenty-one Years, or being a Daughter or Daughters, should attain her or their Age or Ages of Twenty-one Years, or should be married, in the Lifetime of the *George Harry Earl of Stamford and Warrington* and *George Harry Lord Grey*, or the Survivor of them, then and from thenceforth all and every the said several Portion and Portions of such Son and Sons so attaining the said Age of Twenty-one Years, and of such Daughter and Daughters so attaining the said Age of Twenty-one Years, or marrying, should be considered as vested Interests respectively, and should be transmissible to his, her, and their Representatives, but nevertheless that the Payment

ment of the same Portion and Portions should be postponed until the End of Twelve Calendar Months next after the Decease of the Survivor of them the said *George Harry* Earl of *Stamford and Warrington* and *George Harry* Lord *Grey*, and then the said Portions should be respectively paid and payable, with Interest for the same at the Rate of Four Pounds Ten Shillings for each Sum of One hundred Pounds by the Year from the Time of the Decease of such Survivor, unless such Portion or Portions, or any of them, should be raised and paid in the Lifetime of the said *George Harry* Lord *Grey*, by his Direction, which (the said *George Harry* Earl of *Stamford and Warrington* being then dead) it was by the said Indenture now in recital declared it should be lawful for the Trustees for the Time being to levy and raise in the Lifetime of the said *George Harry* Lord *Grey*, in case he should so direct in manner therein mentioned; and it was by the said Indenture provided, that if any such Child being a Daughter should depart this Life before she should attain her Age of Twenty-one Years, or be married, as aforesaid, or if any such Child being a Son should depart this Life, or become an eldest or only Son, before he should attain the Age of Twenty-one Years as aforesaid, then, and in default of such Direction or Appointment as aforesaid, the Portion or Sum of Money thereby provided for each such Daughter or Daughters so dying without having been married, or for each such Son so dying or becoming an eldest or only Son, (other than what might have been actually raised for or for the Advancement of such Children or Child, as therein-after was mentioned,) should from Time to Time go and accrue to the Survivors or Survivor and others or other of the said Children, and should be equally divided between such Survivors and others of them, if more than One, Share and Share alike, and that the same should be paid and payable at such respective Days and Times, and should go, in the same Manner, to such surviving or other Child or Children, as was thereby before provided touching his, her, or their original Portion or Portions, but nevertheless so that no One of the said Children should by virtue of or under the aforesaid Trusts of the Term of Six hundred Years be entitled by Survivorship or otherwise to more than the Sum of Fifteen thousand Pounds for his or her Portion; and it was by the said Indenture now in recital declared, that in case the said *George Harry* Lord *Grey* should make any such Appointment or Appointments as aforesaid in favour of any of his Daughters or younger Sons by the said *Henrietta Charlotte Elizabeth Charteris*, or an equal Appointment between all or any of such Daughters or younger Sons, then such Daughters or younger Sons respectively, and their respective Executors, Administrators, or Assigns, should not be entitled to any Part of the Portions to be raised under the Trusts of the said Term of Six hundred Years beyond what should be appointed for him, her, or them respectively, until the Shares of the other Daughters or younger Sons respectively in whose Favour no Appointment should have been made, or should have a smaller Share or smaller Shares appointed to them, him, or her, should be made equal to the Share or Shares of the Daughters or younger Sons respectively in whose Favour such Appointment or Appointments as aforesaid should be made, or to whom the larger Share or Shares should have been appointed, unless the said *George Harry*
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Lord Grey, by such Appointment or Appointments, or by some other Deed, Instrument, or Will, to be executed and attested in the same Manner, should direct the contrary, to the Intent that none of the Daughters or younger Sons of the said *George Harry* Lord Grey by the said *Henrietta Charlotte Elizabeth Charteris* might be preferred to the others or any other of them, without the express Direction of the said *George Harry* Lord Grey; and it was by the said Indenture now in recital also declared, that it should be lawful for the said *George Harry* Earl of *Stamford and Warrington*, and also for the said *George Harry* Lord Grey, and the other Persons therein named, when and as they should respectively come into Possession of the said Hereditaments and Premises thereby appointed, granted, and released, or any Part thereof, by virtue of the Limitations aforesaid, and also for the Guardian or Guardians of any Infant or Infants who by virtue of any of the Limitations aforesaid might become entitled to the said Hereditaments and Premises, by Indenture or Indentures under his or their Hand and Seal or Hands and Seals, from Time to Time to demise, lease, or grant all or any Part of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises thereby before appointed, granted, and released, except the said Capital Messuages or Mansion Houses called *Dunham Hall* and *Enviold Hall*, and the Parks, Warrens, Chases, Lands, Tenements, and Hereditaments therewith respectively usually occupied and enjoyed, and also except a Park called *Broadgate* otherwise *Bradgate Park*, situate in the County of *Leicester*, unto any Person or Persons who should be willing to improve or build upon the same, for One Life, or for Two or Three Lives, and renewable for ever upon the dropping of any One Life, or any Two or Three Lives, and also to lay out and appropriate any Part of the said Premises to be comprised in any such Demise or Lease as and for a Garden and Gardens to the Messuage or Messuages which might be built upon the said Premises, or as and for a Way or Ways, Street or Streets, Avenue or Avenues, Passage or Passages, for the Use and Convenience of the Lessee or Lessees, and other the Tenants and Occupiers of the said Premises, in such Manner as should be mentioned and agreed upon in such Demises or Leases respectively, so as such Demises or Leases were made in order for the Premises to be built upon or improved, and so as in every such Lease or Demise so to be made there were reserved or limited and made payable, half-yearly or oftener, the best and most improved yearly Rent and Rents that could be reasonably had or gotten for the same, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift for making or granting the same, when first made, and so as there were also reserved or limited and made payable, upon the Renewal of every such last-mentioned Lease or Demise, on the dropping of One Life, or of Two or Three Lives, such Sum or Sums as should be fixed and agreed upon at the Time of the first granting such Demise or Lease, and so as the respective Lessees to whom such Leases or Demises should be made did execute Counterparts thereof, and enter into Covenants to build and keep in repair such and so many Messuages, Erections, and Buildings, in and upon the Land or Ground so to be demised and leased, as should be sufficient to secure the due Payment of the Rent or Rents to be reserved on such Leases or Demises, and to make and

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keep in repair the said Ways, Streets, Avenues, and Passages to be laid out and appropriated for the Purposes aforesaid, in such Manner as should be stipulated and agreed upon in and by such Demises or Leases, and so as the respective Lessees did also respectively covenant so to leave and surrender the Premises which should be so demised or leased at the End of the Term and Terms in such Leases respectively to be granted, and so as that in every of the said Leases or Demises there were inserted Powers of Distress and of Re-entry upon Nonpayment of the Rent or Rents thereby respectively to be reserved, or upon Nonperformance of the Covenants and Agreements therein to be contained, and on the Part and Behalf of the respective Lessees to be performed; and it was by the said Indenture now in recital also declared, that the Person or Persons renewing any such Leases or Demises on the dropping of One Life, or of Two or Three Lives, should, upon the granting any such renewed Lease or Demise, have, and from Time to Time, during the Continuance of his, her, or their respective Estate and Interest in the said Premises, enjoy, full Liberty and Power to take and receive such Fines or Foregifts for such Renewals as the respective Lessees should by the Terms of the respective Leases so to be renewed be bound to pay for such Renewal or Renewals: And whereas the Marriage between the said *George Harry Lord Grey* and *Henrietta Charlotte Elizabeth Charteris* was duly solemnized on or about the Twenty-third Day of *December* One thousand seven hundred and ninety-seven: And whereas the said *George Harry Earl of Stamford and Warrington* died on or about the Twenty-third Day of *May* One thousand eight hundred and nineteen, leaving the said *George Harry Lord Grey*, and several other Children, him surviving, and on his Decease the said *George Harry Lord Grey* succeeded to the Earldom of *Stamford and Warrington*, and he is the present Earl of *Stamford and Warrington*: And whereas on the Decease of the said *George Harry* the late Earl of *Stamford and Warrington* the said Sum of Ten thousand Pounds, by the herein-before recited Indenture of Settlement provided for the Benefit of his Children (except an eldest or only Son), became raisable under the Trusts of the said Term of Five hundred Years thereby limited to the Use of the said *William Henry Cavendish Duke of Portland*, but such Sum hath not yet been raised, and still remains a Charge upon the Hereditaments and Premises comprised in the said Term of Five hundred Years, except so far as the same Hereditaments and Premises, or certain Parts thereof, have been exonerated therefrom in manner hereafter appearing: And whereas the said Lord *Adam Gordon* (one of the Trustees of the said Term of Six hundred Years created by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven) died in the Month of *August* in the Year One thousand eight hundred and one, leaving his Co-trustee the said *Thomas Marquis of Bath* him surviving: And whereas the said *Thomas Marquis of Bath* died on or about the Twenty-seventh Day of *March* in the Year One thousand eight hundred and thirty-seven, having first duly signed and published his last Will and Testament in Writing, and a Codicil thereto, dated respectively on or about the First Day of *February* One thousand eight hundred and thirty-seven, and thereof appointed his Son (the Right Honourable *Henry Frederick*

Thynne commonly called Lord Viscount *Weymouth*, and who upon the Decease of his Father became Marquis of *Bath*,) sole Executor, but who did not prove the same: And whereas the said *Henry Frederick* Marquis of *Bath* died on or about the Twenty-fourth Day of *June* in the Year One thousand eight hundred and thirty-seven, and on or about the Thirty-first Day of *July* One thousand eight hundred and Thirty-seven Letters of Administration of the Goods, Chattels, and Credits of the said *Thomas* Marquis of *Bath*, with his said Will and Codicil annexed, were granted to the Right Honourable *Alexander* Baron *Ashburton*, the surviving Executor of the Will of the said *Henry Frederick* Marquis of *Bath*, whereupon the said Term of Six hundred Years became vested in the said *Alexander* Baron *Ashburton*: And whereas at the Time of the Date and Execution of the Deed Poll next herein-after recited there had been Issue of the Marriage between the said *George Harry* the present Earl of *Stamford and Warrington* and the said *Henrietta Charlotte Elizabeth Charteris* Five Children, *videlicet*, *Henrietta Charlotte Grey*, commonly called Lady *Henrietta Charlotte Grey*, *Maria Grey* commonly called Lady *Maria Grey*, the Right Honourable *George Harry Grey* commonly called Lord *Grey*, *Jane Grey* commonly called Lady *Jane Grey*, and *Henry Booth Grey*: And whereas on or about the Sixteenth Day of *December* in the Year One thousand eight hundred and twenty the said Lady *Henrietta Charlotte Grey* intermarried with and she is now the Wife of the Reverend *James Thomas Law* Clerk: And whereas the said Lady *Maria Grey* died on or about the Fourth Day of *May* One thousand eight hundred and twenty-one, an Infant of the Age of Twenty Years or thereabouts, leaving the said Lady *Henrietta Charlotte Law*, Lady *Jane Grey*, and *Henry Booth Grey*, her surviving: And whereas by a Deed Poll, dated on or about the Twenty-ninth Day of *October* One thousand eight hundred and twenty-five, sealed and delivered by the said *George Harry* the present Earl of *Stamford and Warrington* in the Presence of and attested by Two credible Witnesses, the said *George Harry* the present Earl of *Stamford and Warrington* did appoint the Sum of Ten thousand Pounds, Part of the said Sum of Thirty thousand Pounds by the herein-before recited Indenture of Settlement provided for the Portions of his younger Children, and raisable under the Trusts of the said Term of Six hundred Years, unto or in Trust for the said Lady *Jane Grey*, her Executors, Administrators, and Assigns, for her and their absolute Use, and did direct the said Sum of Ten thousand Pounds to be raised under the Trusts of the said Term of Six hundred Years forthwith as soon as conveniently could be after his Decease, with Interest for the same at the Rate of Four Pounds Ten Shillings *per Centum per Annum* from the Day of his Death until raised and paid: And whereas by an Indenture of Release and Settlement, bearing even Date with the said Deed Poll, (grounded, so far as the same was intended to operate as a Release, upon a Lease for a Year dated the Day preceding,) and expressed to be made between Sir *John Benn Walsh* Baronet of the First Part, the said *George Harry* the present Earl of *Stamford and Warrington* of the Second Part, the said Lady *Jane Grey* of the Third Part, *John Cotes* and *George Digby* (therein respectively described) of the Fourth Part, the said *George Harry* Lord *Grey* (the Son of the said *George Harry* the present Earl of *Stamford*

Deed Poll,
29th Day of
October 1825,
appointing
the Sum of
10,000*l.* in
favour of
Lady *Jane*
Grey.

Settlement
on the Mar-
riage of Lady
Jane Grey
with Sir *John*
Benn Walsh,
of even Date.

Stamford and Warrington) and the Right Honourable *Francis Charteris* commonly called Lord *Elcho* of the Fifth Part, (being the Settlement made previously to and in contemplation of the Marriage of the said Sir *John Benn Walsh* with the said Lady *Jane Grey*;) it is witnessed, that for the valuable Considerations therein expressed the said Sir *John Benn Walsh* did grant and release the Manors, Messuages, Lands, Tenements, Rents, Tithes, and Hereditaments therein particularly described, to the Use (amongst other Uses and Limitations) of the said *John Cotes* and *George Digby*, their Executors, Administrators, and Assigns, during the Term of One thousand Years, to be computed from the Day of the Solemnization of the said then intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, and herein-after recited, that is to say, upon Trust, in case there should be One or more younger Child or Children besides an eldest Son or only Son of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* his intended Wife lawfully to be begotten, to levy and raise, at or after the Times and by the Ways or Means therein mentioned, the Sum of Fifteen thousand Pounds, for the Portion or Portions of the younger Child or Children of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* his intended Wife lawfully to be begotten (except an eldest or only Son for the Time being); and it was thereby declared that the said *John Cotes* and *George Digby*, their Executors, Administrators, and Assigns, should stand possessed of the said Sum of Fifteen thousand Pounds upon Trust for the younger Children, if but One, or if more than One, then all and every the younger Children of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* his intended Wife lawfully to be begotten (except an eldest or only Son for the Time being), and if more than One, in such Manner as the said Sir *John Benn Walsh*, or, in the Event therein mentioned, as the said Lady *Jane Grey*, should direct or appoint; and in default of such Direction or Appointment, upon Trust to pay the said Sum of Fifteen thousand Pounds unto the younger Child, if but One, or if more than One, unto, between, and amongst all and every the younger Children of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* his intended Wife (except an eldest or only Son), equally to be divided between such younger Children as aforesaid (except as aforesaid), if more than One, Share and Share alike, as Tenants in Common, to be vested in such of the same younger Children respectively as should be a Son or Sons when and as he or they respectively should attain his or their Age or respective Ages of Twenty-one Years, and in such of the same younger Children as should be a Daughter or Daughters when and as she or they respectively should attain the like Age or Ages, or be married, which should first happen, and to be payable and paid as soon after the said Ages or Days should be attained, and the Decease of the said Sir *John Benn Walsh*, as conveniently might be; and in the said Indenture now in recital is contained the usual Proviso or Trust for the Survivorship of the original and accrued Share or Shares in the said Sum of Fifteen thousand Pounds of any One or more of such younger Children, who, being a Son or Sons, should die under the Age of Twenty-one Years, or become an eldest or only Son before the Time therein appointed for the vesting of his or their Share or respective Shares, or who, being a Daughter or Daughters,

Daughters should die under that Age, and also before she and they respectively should have been married; and it is by the said Indenture now in recital further witnessed, that for the Considerations therein expressed the said Lady *Jane Grey* did assign and transfer unto the said *John Cotes* and *George Digby*, their Executors, Administrators, and Assigns, all that the said Sum of Ten thousand Pounds appointed as aforesaid by the said *George Harry* the present Earl of *Stamford and Warrington* unto the said Lady *Jane Grey*, and all Interest to become due in respect of the same Sum after the Decease of the said *George Harry* the present Earl of *Stamford and Warrington*, to hold the same unto the said *John Cotes* and *George Digby*, their Executors, Administrators, and Assigns, upon Trust, after the Solemnization of the said then intended Marriage, to invest the said Sum of Ten thousand Pounds, when and so soon as the same should be received, on such Securities as therein mentioned, in the Names or Name of the said *John Cotes* and *George Digby*, or the Survivor of them, his Executors or Administrators, and upon further Trust to pay the Interest or annual Income of the said Sum of Ten thousand Pounds, or the Securities upon which the same should be invested, unto the said Sir *John Benn Walsh* and his Assigns during his natural Life; and from and after the Decease of the said Sir *John Benn Walsh*, then upon the same or the like Trusts for the Benefit of the younger Child, if but One, or, if more than One, all and every the younger Children of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* his intended Wife lawfully to be begotten (except an eldest or only Son for the Time being), as were therein-before particularly declared concerning the said Sum of Fifteen thousand Pounds raisable for the Portion or Portions of such younger Child or Children under the Trusts of the said Term of One thousand Years therein-before created; and in case there should be no younger Child or younger Children of the said Sir *John Benn Walsh* by the said Lady *Jane Grey* (except an eldest or only Son as aforesaid), or in case there should be any such younger Child or Children, and he, she, or they should all die before he, she, or they respectively should, under the Trusts aforesaid, have acquired a vested Interest or vested Interests in the said Sum of Ten thousand Pounds, or the Securities upon which the same should be so invested as aforesaid, then upon Trust for the said Sir *John Benn Walsh*, his Executors, Administrators, and Assigns, for his and their own absolute Use and Benefit: And whereas the Marriage between the said Sir *John Benn Walsh* and Lady *Jane Grey* was duly solemnized on or about the Eighth Day of *November* One thousand eight hundred and twenty-five: And whereas there is Issue of the Marriage between the said Sir *John Benn Walsh* and Lady *Jane Grey* Three Children only; *videlicet*, *Arthur*, *Digby*, and *Maria Katharine*: And whereas the said *George Digby* died on or about the Fourteenth Day of *January* in the Year One thousand eight hundred and twenty-nine, leaving the said *John Cotes* his Co-trustee him surviving: And whereas the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington* died on or about the Thirtieth Day of *January* One thousand eight hundred and thirty-eight, and there was never any Issue of the Marriage between her and the said *George Harry* the present Earl of *Stamford and Warrington*, other than and besides the said Lady *Henrietta Charlotte Law*, Lady *Maria Grey* deceased,

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George Harry Lord Grey, Lady Jane Walsh, and Henry Booth Grey; And whereas by an Indenture of Release dated on or about the Twenty-first Day of *August* One thousand eight hundred and twenty-four (grounded on a Lease for a Year dated the Day preceding), and expressed to be made between the said *George Harry* the present Earl of *Stamford and Warrington* of the First Part, the said *George Harry Lord Grey* (the Son of the said *George Harry* the present Earl of *Stamford and Warrington*) of the Second Part; *Devereux Jones Nicholls* (therein described) of the Third Part, and *Thomas William Tatton* (therein also described) of the Fourth Part, it is witnessed, that for the barring and cutting off all Estates Tail, and all Remainders in Tail, and other Remainders and Reversions whatsoever expectant thereon, of and in the Barony, Borough, Manors or Lordships, Messuages, Mills, Lands, Tenements, and Hereditaments therein-after described, and for settling and assuring the same Hereditaments to and for the several Uses, Intents, and Purposes therein-after limited and declared, and for the nominal Consideration therein expressed, the said *George Harry* the present Earl of *Stamford and Warrington* and the said *George Harry Lord Grey* (Party thereto) did grant and release unto the said *Devereux Jones Nicholls* and his Heirs all that and those the Barony, Borough, Manors or Lordships, Messuages, Mills, Lands, Tenements, and other the Hereditaments comprised and particularly described in the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and therein mentioned to be situate in the Counties of *Chester* and *Lancaster*, to hold the same unto and to the Use of the said *Devereux Jones Nicholls* during the natural Life of the said *George Harry Lord Grey* (Party thereto), to the Intent that the said *Devereux Jones Nicholls* might become perfect Tenant of the immediate Freehold of the same Barony, Borough, Manors, Messuages, Mills, Lands, Tenements, Hereditaments, and Premises, to the end that One or more Common Recovery or Common Recoveries for such Parts thereof as were situate in the County of *Chester*, and One or more Common Recovery or Common Recoveries for such Parts thereof as were situate in the said County of *Lancaster*, might be had and suffered, in which Recoveries the said *Thomas William Tatton* should be Demandant, the said *Devereux Jones Nicholls* Tenant, and the said *George Harry Lord Grey* (Party to the said Indenture now in recital) Vouchee, who should vouch to Warranty the Common Vouchees; and it was by the said Indenture now in recital declared, that the said Common Recoveries so to be suffered should enure to the Use, Intent, and Purpose (amongst other Things) to corroborate and confirm all and every Power and Powers whatsoever in and by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven contained, for the Purpose of enabling and empowering the said *George Harry* the present Earl of *Stamford and Warrington* to demise and lease all or any Part of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises therein comprised (except as in the same Indenture is excepted); and, subject thereto, to the Use of such Person and Persons, and for such Estate and Estates, and upon such Trusts, and for such Intents and Purposes, and subject to, by, with, and under such Power of
 Revocation

Revocation and other Powers, and with such Conditions, Restrictions, Provisoos, Limitations, Declarations, and Agreements, as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), by any Deed or Deeds, to be by them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, of and concerning the same or any Part thereof; and in default of and until such Direction or Appointment, and so far as the same, if partial or incomplete, should not extend, to the Use of the said *George Harry* the present Earl of *Stamford and Warrington*, and his Assigns for his Life, without Impeachment of Waste, and with all such Powers of granting Leases and all such other Powers as were given to him in and by the said Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, with Remainder to the Use of such Person or Persons, and for such Estates, as the said *George Harry* Lord *Grey* (Party to the said Indenture now in recital), after the Decease of the said *George Harry* the present Earl of *Stamford and Warrington*, should in manner therein mentioned direct or appoint, and in default of such Direction or Appointment, and in the meantime subject thereto, and so far as the same, if partial or incomplete, should not extend, to the Use of the said *George Harry* Lord *Grey* (Party thereto), in Tail Male, with divers Remainders over: And whereas, at the Summer Assizes held in and for the County Palatine of *Chester* in the Month of *September* in the Year One thousand eight hundred and twenty-four a Common Recovery, with double Voucher, was duly suffered, in pursuance of the lastly herein-before recited Indenture, of such Parts of the Hereditaments and Premises comprised in the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven as are situate in the said County of *Chester*, in which Recovery the said *Thomas William Tatton* was Demandant, the said *Devereux Jones Nicholls* Tenant, and the said *George Harry* Lord *Grey* (Party to the lastly herein-before recited Indenture) Vouchee: And whereas at the Summer Assizes held in and for the County Palatine of *Lancaster* in the Month of *September* in the Year One thousand eight hundred and twenty-four a Common Recovery, with double Voucher, was duly suffered, pursuant to the lastly herein-before recited Indenture, of such Parts of the said Hereditaments and Premises comprised in the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven as are situate in the said County of *Lancaster*, in which last-mentioned Recovery the said *Thomas William Tatton* was Demandant, the said *Devereux Jones Nicholls* Tenant, and the said *George Harry* Lord *Grey* (Party to the lastly herein-before recited Indenture of Release) Vouchee: And whereas, by an Indenture of Appointment, Release, Assignment, and Settlement, dated on or about the Third Day of *December* One thousand eight hundred and twenty-four, (grounded, so far as the same was intended to operate as a Release, upon a Lease for a Year dated the preceding Day,) and expressed to be made between the said *George Harry* the present Earl of *Stamford and Warrington* of the First Part, the said *George Harry* Lord *Grey* (the Son of the said *George Harry* the present Earl of *Stamford and Warrington*) of the Second Part, *John Cotes* and *Peter Heron* (therein respectively

respectively described, of the Third Part, and *Wilbraham Egerton* (therein described) and the said *Thomas William Tatton* of the Fourth Part, (and which said Indenture now in recital was duly executed by the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), and attested, in conformity with the Requisitions of the joint Power of Appointment contained in the lastly herein-before recited Indenture of Release, and which joint Power was intended to be exercised by the said Indenture now in recital,) after reciting (amongst other Things) that the said *George Harry* the present Earl of *Stamford and Warrington* was seised in Fee Simple of the Messuages, Tenements, Lands, and Hereditaments secondly therein-after described, it is witnessed, that for the Considerations therein expressed the said *George Harry* the present Earl of *Stamford and Warrington* and the said *George Harry* Lord *Grey* (Party thereto) did direct, limit, and appoint that all those the several Barony, Borough, Manors or Lordships, Messuages, Mills, Lands, Tenements, and Hereditaments firstly therein-after described, with their Appurtenances, should from thenceforth be and remain to the several Uses therein-after expressed of and concerning the same and herein-after recited; and it is by the said Indenture now in recital further witnessed, that to the Intent that (amongst other Hereditaments) the Manors or Lordships of *Ashton-upon-Mersey* and *Hattersley*, and the Manor or Lordship and Fee of *Bollen-cum-Norcliffe*, in the said County of *Chester*, and severally therein-after described, and such of the Messuages, Mills, Lands, Tenements, and Hereditaments firstly therein-after described as were situate in (amongst other Places) *Ashton-upon-Mersey* and *Hattersley* aforesaid, and in *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stannylands*, *Lindowside*, *Morley*, or elsewhere, in the Parish of *Wilmslow* in the said County of *Chester*, and in *Ashley*, *Hale*, *Sale*, and *Timperley*, in the said County of *Chester*, (Parts and Parcels of the Barony, Manors, and Hereditaments firstly therein-after described,) might be discharged from all and every the Powers therein particularly mentioned or referred to, and of and from all other Powers reserved and given to the said *George Harry* the present Earl of *Stamford and Warrington* in and by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and that the said Hereditaments firstly therein-after described might be the more effectually settled to the several Uses therein-after limited concerning the same, and also to the Intent that the several Messuages, Tenements, Lands, Tithes, and Hereditaments secondly therein-after described might be effectually settled to the several Uses therein-after limited concerning the same; and for the Considerations therein expressed the said *George Harry* the present Earl of *Stamford and Warrington* (as to the several Hereditaments firstly and secondly therein-after described) and the said *George Harry* Lord *Grey* (Party thereto, as to the said several Hereditaments firstly therein-after described) did grant and release unto the said *John Cotes* and *Peter Heron* and their Heirs, firstly (amongst other Hereditaments), all that the Barony and Manor or Lordship of *Dunham Massey* in the said County of *Chester*, with all and singular the Rights, Royalties, Members, and Appurtenances thereof, and all that the Capital Messuage or Manor House called *Dunham Hall*, with its Appurtenances, and the Parks and Warrens thereunto belonging,

or therewith then or then late used or enjoyed, and also all that the Borough of *Altrincham* in the said County of *Chester*, with all and every the Rights, Royalties, Members, and Appurtenances thereof, and all and every the Messuages, Cottages, Mills, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever, with their and every of their Rights, Royalties, Members, and Appurtenances, wherein the said *George Harry* the present Earl of *Stamford and Warrington* was, previous to the suffering of a Common Recovery at the then last Great Session or Assizes holden for the said County of *Chester* of Hereditaments in the said County of *Chester*, seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, in *Dunham Massey, Bowdon, Warburton, Altringham* otherwise *Altrincham, Bollington, Ringey, Agden, Millington, Ashley, Hale, Sale, Rosthorne, Timperley, and Baguley*, and in every or any of them, in the said County of *Chester*; and also all those the Manors or Lordships of *Carrington* and *Ashton-upon-Mersey* in the said County of *Chester*, with their and every of their Rights, Royalties, Members, and Appurtenances, and all and every the Messuages, Cottages, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever, with their and every of their Rights, Royalties, Members, and Appurtenances, wherein the said *George Harry* the present Earl of *Stamford and Warrington*, previous to the suffering of the said Common Recovery of Hereditaments in the said County of *Chester*, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, in *Carrington, Ashton-upon-Mersey, Partington, and Sinderland*, and in every or any of them, in the said County of *Chester*; and also all that the Manor or Lordship of *Stayley* otherwise *Staveley* in the said County of *Chester*, with the Rights, Royalties, Members, and Appurtenances thereof, and all and every the Messuages, Cottages, Mills, Farms, Lands, Tenements, Tithes, Rents, Services, and Hereditaments whatsoever, with their and every of their Rights, Royalties, Members, and Appurtenances, wherein the said *George Harry* the present Earl of *Stamford and Warrington*, previous to the suffering of the said Common Recovery of Hereditaments in the said County of *Chester*, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, in *Stayley* otherwise *Staveley, Mattley, and Tintwisse* otherwise *Tingitwisse*, every or any of them, in the said County of *Chester*; and also all that the Manor or Lordship of *Hattersley* in the said County of *Chester*, with the Rights, Royalties, Members, and Appurtenances thereof, and all and every the Messuages, Cottages, Mills, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments whatsoever, with their and every of their Rights, Royalties, Members, and Appurtenances, wherein the said *George Harry* the present Earl of *Stamford and Warrington*, previous to the suffering of the said Common Recovery of Hereditaments in the said County of *Chester*, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, in *Hattersley* aforesaid in the said County of *Chester*; and also all that the Manor or Lordship and Fee, or reputed Manor or Lordship and Fee, of *Bollen-cum-Norcliffe* in

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the said County of *Chester*, with the Rights, Royalties, Members, and Appurtenances thereof, and all that Capital Messuage, with the Appurtenances, called or known by the Name of *Bollen Hall*, and the Lodge thereunto belonging, or therewith now or late used or enjoyed, and all that Capital Messuage called *Pownall*, with its Appurtenances, and all the Lands and Grounds thereunto belonging, or therewith now or late used or enjoyed, and all and every other the Messuages, Cottages, Farms, Parks, Mills, Lands, Tenements, Rents, Services, and Hereditaments whatsoever, with their and every of their Rights, Royalties, Members, and Appurtenances, wherein the said *George Harry* the present Earl of *Stamford and Warrington*, previous to the suffering of the said Common Recovery of Hereditaments in the said County of *Chester*, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, in *Bollen, Pownall, Deanrow, Styall, Stannylands, Lindowside, Morley*, or elsewhere in the Parish of *Wilmslow* in the said County of *Chester*; and also all and every other the Manors, Lordships, Capital and other Messuages, Farms, Cottages, Tofts, Crofts, Curtilages, Homesteads, Mills, Malhouses, Maltkilns; and other Buildings, Lands, Meadows, Pastures, Field Lands, Closes, Doles, Pieces and Parcels of Land; Woods, Underwoods, Heaths, Waste Grounds, Ponds, Pools; Lands covered with Water, Tenements, Rents, and Hereditaments whatsoever in *Dunham Massey, Bowdon, Warburton, Altringham* otherwise *Altrincham, Bollington, Ringey, Agden, Millington, Ashley, Hale, Sale, Rosthorne, Timperley, Baguley, Carrington, Ashton-upon-Mersey, Partington, Sinderland, Stayley* otherwise *Staveley, Mattley, Tintwisse* otherwise *Tingitwisse, Hattersley, Bollen, Pownall, Deanrow, Styall, Stannylands, Lindowside*, and *Morley*, and in every or any of them, and in the Parishes of *Bowdon, Rosthorne, Ashton-upon-Mersey, Mottram in Longendale, Warburton, Lymm*, and *Wilmslow*, or any of them, or elsewhere in the County of *Chester*, wherein the said *George Harry* the present Earl of *Stamford and Warrington*, previous to the suffering the said Common Recovery of Hereditaments in the said County of *Chester*, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said *George Harry* Lord Grey, Party thereto, with their and every of their Rights, Royalties, Members, and Appurtenances; and also all that the Manor or Lordship of *Ashton-under-Lyne* in the County of *Lancaster*, with the Rights, Royalties, Members, and Appurtenances thereof, and all that Capital Messuage or Mansion House, with the Lands, Hereditaments, and Appurtenances thereunto belonging, or therewith usually occupied or enjoyed, commonly called or known by the Name of *Ashton Hall* and *Demesne*, situate and being in *Ashton-under-Lyne* aforesaid, and all and every other the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Farms, Cottages, Tofts, Crofts, Curtilages, Homesteads, Mills, Malhouses, Maltkilns, Factories, and other Buildings, Lands, Meadows, Pastures, Field Lands, Closes, Doles, Pieces and Parcels of Land, Woods, Underwoods, Heaths, Waste Grounds, Ponds, Pools, Lands covered with Water, Tenements, Rents, and Hereditaments whatsoever in *Ashton Town, Audenshaw, Moorside, Little Moss, Waterhouses, Woodhouses, Knotlanes*, and *Park, Alt, Alt Edge, Alt Hill, Lees, Cross Bank, Broad Carr, High Knowles, Hartshead, Smalshaw, Smalshaw-cum-Hurst, Sour Acre*,

Acre, Mosley, Luzley, Ridghill-cum-Lanes, Hasslehurst, Wood-park, Droylsden, and Oldham, and in every or any of them, and in the Parishes of Ashton-under-Lyne, Manchester, or Prestwich, or any of them, or elsewhere in the said County of Lancaster, wherein the said George Harry the present Earl of Stamford and Warrington, previous to the suffering of a Common Recovery, at the then last General Sessions or Assizes holden for the said County of Lancaster, of Hereditaments in the said County of Lancaster, was seised of an Estate for his Life, with Remainder for an Estate of Inheritance in Tail Male unto the said George Harry Lord Grey, Party thereto, with their and every of their Rights, Royalties, Members, and Appurtenances; and, secondly, (amongst other Hereditaments,) all that Messuage and Tenement, with the Appurtenances, situate, lying, and being in Sinderland within Dunham Massey aforesaid in the said County of Chester, called or commonly known by the Name of Warburton's Tenement, and theretofore in the Tenure or Occupation of John Warburton or of his Under-tenants; and also all those several Fields, Closes, or Parcels of Land, lying and being in Sinderland within Dunham Massey aforesaid, to the said Messuage and Tenement belonging, and therewith then or then late occupied or enjoyed, and commonly called or known by the several Names of the Croft and Gardens, the Seme Field, the Little Brunt Heath, the Big Brunt Heath, the New Field, the Carr Field, the Hawerton Field, the Higher Yarnshaw, and the Lower Yarnshaw, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or at any Time theretofore had been called or known, containing together Forty-six Acres of the Statute Measure, or thereabouts, were the same more or less, and also theretofore in the Tenure or Occupation of John Warburton or of his Under-tenants; and also all that other Messuage and Tenement, with the Appurtenances, situate, lying, and being in Sinderland within Dunham Massey aforesaid, called or commonly known by the Name of Birch's Tenement, and theretofore in the Tenure or Occupation of Mr. George Stelfox or of his Under-tenants; and also all those several Fields, Closes, or Parcels of Land, lying and being in Sinderland within Dunham Massey aforesaid, to the said last-mentioned Messuage and Tenement belonging, and therewith then or then late occupied or enjoyed, and commonly called or known by the several Names of the Fold and Garden, the Old Heath, the Barn Field, the New Field, another Close called the Old Heath, the Carr Field, Partington's Croft, Hawerton's Field, the Yaley Yarnshaw, the Lower Yarnshaw, the Higher Yarnshaw, the Big Bean Field, the Little Bean Field, the Big Meadow, the Birch Head, and the Tanyard Croft, or by what other Name or Names soever the same several Fields, or Parcels of Land, or any of them, then were or at any Time theretofore had been called or known, containing together Fifty-one Acres One Rood and Thirty-two Perches of the Statute Measure, or thereabouts, were the same more or less, and theretofore also in the Tenure or Occupation of the said George Stelfox or of his Under-tenants; and also all that other Messuage and Tenement, with the Appurtenances, situate, lying, and being in Sinderland within Dunham Massey aforesaid, called or commonly known by the Name of Bancroft's Tenement, and theretofore also in the Tenure or Occupation of the said John Warburton or of his Under-tenants; and also

also all those several Fields, Closes, or Parcels of Land, lying and being in *Sinderland* within *Dunham Massey* aforesaid, to the said last-mentioned Messuage and Tenement belonging, and therewith then occupied or enjoyed, and commonly called or known by the several Names of the *Black Croft*, the *Short Butts*, and the *Carr Field*, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or any Time theretofore had been called or known, containing together Eleven Acres and Twenty-three Perches of the Statute Measure, or thereabouts, were the same more or less, and theretofore also in the Tenure or Occupation of the said *John Warburton* or of his Under-tenants; and also all those several other Fields, Closes, or Parcels of Land, lying and being in *Sinderland* within *Dunham Massey* aforesaid, to the said last-mentioned Messuage and Tenement belonging, and therewith also theretofore occupied or enjoyed, but then and for many Years then past occupied and enjoyed separate and apart therefrom, commonly called or known by the several Names of the *New Field*, the *Two Henshall Fields*, the *Meadow*, and the *Dangerous Acre*, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or at any Time theretofore had been called or known, containing together Twenty-one Acres and Ten Perches of the Statute Measure, or thereabouts, were the same more or less, and theretofore also in the Tenure or Occupation of the said *George Stelfox* or of his Under-tenants; and also all that large Plot, Piece, or Parcel of Land, theretofore waste, common, and uninclosed Land, but then cultivated, and divided into divers Closes, Pieces or Parcels of Land, lying and being in *Sinderland* within *Dunham Massey* aforesaid, containing by Estimation Ninety-nine Acres One Rood and Eleven Perches of Land of the Statute Measure, or thereabouts, were the same more or less, and being formerly Part and Parcel of a certain large Common, Waste, or Moss lying and being in *Sinderland* within *Dunham Massey* aforesaid, and called *Sinderland Moss*; and also all that Messuage and Tenement situate, lying, and being in *Dunham Woodhouses* within *Dunham Massey* aforesaid, and also all and every the Fields, Closes, Meadows, Pastures, and Parcels of Land situate, lying, and being in *Dunham Woodhouses* aforesaid, and in *Warburton*, in the said County of *Chester*, to the said Messuage and Tenement belonging, containing together Eight Acres and a Half of the *Cheshire* large Measure, or thereabouts, were the same more or less, and theretofore in the several Occupations of *Samuel Walker* and *Thomas Forest*, as Tenants or Farmers thereof; and also all that Cottage and Tenement, with the Appurtenances, and the Croft or Parcel of Land thereto adjoining, containing by Estimation One Quarter of an Acre of Land of *Cheshire* Measure, or thereabouts, were the same more or less, situate, lying, and being in *Dunham Woodhouses* aforesaid, and theretofore in the Possession of *John Taylor*, his Under-tenant or Under-tenants; and also that Messuage and Tenement, with the Appurtenances, situate, lying, and being in *Bollington* in the said County of *Chester*, theretofore in the Holding or Occupation of *Thomas Parr*, as Tenant thereof, and also all those several Fields, Closes, Meadows, Pastures, and Parcels of Land, with their Appurtenances, lying and being in *Bollington* aforesaid, to the said Messuage and Tenement belonging, and therewith then

then or usually theretofore occupied and enjoyed, and commonly called or known by the several Names of the *Intack*, the *New Field*, the *Further New Field*, the *Bottoms*, the *Throstle Nest*, the *Town Field*, the *Backside Field*, the *Well Croft*, and the *Orchard*, or by what other Name or Names soever the said Fields, Closes, Meadows, Pastures, and Parcels of Land, or any of them, theretofore had been, then were, or thereafter should be called, known, or distinguished, containing together Five Acres and Twenty-four Perches of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less; and also all that Close, Field, or Parcel of Land or Ground, theretofore called or known by the Name of the *Acre*, lying and being in the Town Fields of *Altrincham* in the said County of *Chester*, adjoining or near unto *Dunham* Highway, and then or then lately known by the Name of the *Town Field*, containing by common Estimation Three Roods and Fourteen Perches of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less; and also all that Field, Close, Croft, or Parcel of Land, with its Appurtenances, lying and being in *Altrincham* aforesaid, commonly called or known by the Name of *Haughton's Croft* or *Reading Pit Field*, containing by common Estimation One Acre of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less; and also all that Close, Field, Croft, or Parcel of Land, situate, lying, and being in *Altrincham* aforesaid, theretofore in the Holding or Occupation of *Isaac Worthington* deceased, and then in the Holding or Occupation of *Isaac Harrop*, and commonly called or known by the Name of *Smith's Half Acre* or *Bowdon Lane Field*, and adjoining on the Easterly Side thereof to a certain Lane in *Altrincham* aforesaid called *Bowdon Lane*, being a Foot Road from *Altrincham* to *Bowdon*, on the Westerly Side thereof to a Leasehold Close of Land held under the said *George Harry* the present Earl of *Stamford and Warrington*, and belonging to the said *Isaac Harrop*, on the Northerly End thereof by the said *Isaac Harrop's* Garden Wall, and on the Southerly End thereof by another Lane in *Altrincham* aforesaid, leading from a Street there called the *Lower Town*, to *Dunham Lane*, and containing One Quarter of an Acre and Twenty-five Perches of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less; and also all that Field, Close, or Parcel of Land, lying and being in the Town Fields within *Altrincham* aforesaid, commonly called or known by the Name of *Birch's Nearer Town Field*, containing by Estimation Half an Acre and Six Perches of Land of the *Cheshire* Measure, or thereabouts, were the same more or less; and also all that Field, Close, or Parcel of Land, and Garden thereto belonging, with their Appurtenances, situate, lying, and being in *Altrincham* aforesaid, separated by the Turnpike Road leading from *Altrincham* to *Knutsford*, and containing together One Acre of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less, which said Field, Close, or Parcel of Land was theretofore in the Holding or Occupation of *Thomas Warburton*, and which said Garden was then in the Holding or Occupation of *Thomas Potts* as Tenant thereof, and which Field, Close, or Parcel of Land was commonly called or known by the Name of *Holl's Acre*; and also all that Messuage or Dwelling House, with the Garden, and Plot of Land at the Northerly End of the said Garden, Coach-house, Stable, Cow-house, and other the Appurtenances thereto belonging, situate, standing,

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and being in *Altrincham* aforesaid, near to a Place there called the *Great-Well*, and theretofore in the Holding or Occupation of *Samuel Bower* Esquire, as Tenant thereof; and also all that Messuage, Burgage, or Dwelling House, with the Garden and Croft or Patch lying at the Back thereof, and other Appurtenances thereunto belonging, situate, standing, and being in a certain Place in *Altrincham* aforesaid called the *Lower Town*, and theretofore in the Possession of *Thomas Brundrett*, as Tenant thereof; and also all those Two other Messuages, Burgages, or Dwelling Houses, and Shop, with their Appurtenances, situate, standing, and being in a certain Place in *Altrincham* aforesaid called the *Bank*, and theretofore in the several Possessions of *James Chuley* and *Sarah Allen*, as Tenants thereof; and also all those several Fields, Closes, or Parcels of Land, with their Appurtenances, situate, lying, and being in *Altrincham* aforesaid, commonly called or known by the several Names of the *Robinson's Jackson's Patch*, the *Farther Patch*, the *Nearer Patch*, and the *Antrobus's Patch* otherwise the *Dunham Lane Field*, or by what other Name or Names soever the same or any of them theretofore had been, then were, or thereafter might be called, known, or distinguished, containing together One Acre Two Roods and Fourteen Perches of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less, and theretofore in the Possession of *Thomas Brundrett*, as Tenant thereof; and also all that other Field, Close, or Parcel of Land, with the Appurtenances, situate, lying, and being in *Altrincham* aforesaid, commonly called or known by the Name of the *Ashley Jackson's Patch*, or by what other Name soever the same theretofore had been, then was, or thereafter should be called, known, or distinguished, containing One Rood and Thirty-seven Perches of Land of the Measure last aforesaid, or thereabouts, were the same more or less, and theretofore also in the Possession of the said *Thomas Brundrett*, as Tenant thereof; and also all that Capital Messuage or Dwelling House, situate, standing, and being in *Altrincham* aforesaid, with the Offices, Outbuildings, Yards, and other Appurtenances thereunto belonging, and then in the Occupation of *Mr. John Hurford*, as Tenant thereof; and also all that Garden, situate, lying, and being in *Altrincham* aforesaid, called *Birch's Garden*, bounded on the Northerly Side thereof by *Shaw's Lane*, and on the remaining Sides thereof by Lands belonging to the said Earl, and in Lease to *Mr. Hugo Worthington*, and which said Garden was then in the actual Occupation of the said *Hugo Worthington*; and also all those Three Messuages, Burgages, or Dwelling Houses, with their Appurtenances, situate, lying, and being in *Altrincham* aforesaid, on the Easterly Side of a certain Street there called the *Higher Town*, and theretofore in the several Possessions and Occupations of *Michael Lupton*, *Jonathan Hamnett*, and *Samuel Okell*, as Tenants thereof; and also all that Messuage, Burgage, or Dwelling House, with the Appurtenances, situate, standing, and being in *Altrincham* aforesaid, on the said Easterly Side of the said Street there called the *Higher Town*, and on the Southerly Side of the before-mentioned Messuages, Burgages, or Dwelling Houses, and theretofore in the Possession of *Mrs. Esther Hobson* Widow, as Tenant thereof; and also all those Two other Messuages, Burgages, or Dwelling Houses, with their Appurtenances, situate, standing, and being in *Altrincham* aforesaid, on the Westerly Side of the said Street there called the *Higher Town*, and theretofore in the Possessions and Occupations

pations of *John Waltham* Cooper and *Thomas Royle* Saddler, as Tenants thereof; and also all those Two other Cottages, Burgages, or Dwelling Houses, with their Appurtenances, situate, standing, and being in *Altrincham* aforesaid, in a certain Place there called the *Row*, and theretofore in the Possession or Occupation of *John Mitchell* and *Thomas Williamson*, as Tenants thereof; and also all those Two other Cottages, Burgages, or Dwelling Houses, with their Appurtenances, situate, standing, and being in *Altrincham* aforesaid, in the said Place there called the *Row*, and theretofore in the Possession or Occupation of *John Pearson* and *William Graham*, as Tenants thereof; and also all those Two other Cottages, Burgages, or Dwelling Houses, with their Appurtenances, situate, standing, and being in *Altrincham* aforesaid, on the Easterly Side of the said Street called the *Lower Town*, and theretofore in the Possession and Occupation of *James Brownell* and *William Drinkwater*, as Tenants thereof; and also all that other Cottage, Burgage, or Dwelling House, with the Appurtenances, situate, standing, and being in *Altrincham* aforesaid, on the Easterly Side of the said Street or Place there called the *Lower Town*, and theretofore in the Possession of *Timothy Brownell*, as Tenant thereof; and also all those Four other Cottages, Burgages, or Dwelling Houses, with their Appurtenances, situate, standing, and being on the said Easterly Side of the said Place there called the *Lower Town*, and near unto a Place there called *Pinfold Brow*, and theretofore in the Possessions or Occupations of *Samuel Walker*, *James Smith*, *Ellen Hardy*, and *Isaac Garner*, as Tenants thereof; and also all those several Fields, Closes, or Parcels of Land, with their Appurtenances, situate, lying, and being in *Millington* aforesaid in the said County of *Chester*, lately in the Occupation of *John Speakman*, and commonly called or known by the several Names of the *Windmill Acre*, the *Davis Field* or *Wheat Hay*, and the *Long Croft*, then laid together and in One Field, the *Sour Butts*, Part of *Lower Ground* and *Broom Croft*, and *Brick-kiln Field*, then also laid together and in One Field, the *Rushy Pits*, the Remainder of *Lower Ground* and *Broom Croft*, the *Mills*, *Sand Field*, and *Pit Field*, then laid together and in One Field, the *Ox Hay*, the *Long Acres*, and the *Long Meadow*, containing together Sixty Acres and Twenty-seven Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all that Messuage or Dwelling House, with the Outbuilding, Garden, and Appurtenances, situate, lying, and being in *Millington* in the said County of *Chester*, lately in the Occupation of *John Hewitt*, and also all those several Fields, Closes, or Parcels of Land, with their Appurtenances, lying and being in *Millington* aforesaid, to the said Messuage or Dwelling House belonging, and therewith then or usually theretofore occupied and enjoyed, and commonly called or known by the several Names of the *Higher Well Field*, the *Gorsty Croft*, the *Old Marl Field*, now divided into Two Closes, the *Higher Cotown Field*, the *Big Cotown Field*, the *Lower Cotown Field*, the *Lower or Barn Field*, the *Half Acre Pasture*, the *Marl Field Pasture*, the *Little Marl Field*, the *Aldery Hey*, the *Long Croft*, the *Higher Knowl*, the *Knowl Meadow*, the *Lower Knowl*, the *Briery Croft*, and the lower Part of the Lane leading to *Shaws*, containing together Sixty-one Acres Two Roods and Fourteen Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all those Two several Fields, Closes,

Closes, or Parcels of Land, with their Appurtenances, situate, lying, and being in *Millington* aforesaid, then lately in the Occupation of *Robert Gleave*, and commonly called or known by the several Names of the *Lower Hankin Hey*, and *Higher Hankin Hey*, containing together Ten Acres Two Roods and Eight Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all that Field, Close, or Parcel of Land, with the Appurtenances, situate, lying, and being in *Millington* aforesaid, then lately in the Occupation of *Samuel Nield*, and commonly called or known by the Name of *Roger's Croft*, containing Three Acres Three Roods and Four Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all that Messuage or Dwelling House, with the Appurtenances, situate, standing, and being in *Millington* aforesaid, then lately in the Occupation of *Joseph Shaw*, and also all those several Fields, Closes, or Parcels of Land, with their Appurtenances, lying and being in *Millington* aforesaid, to the said Messuage or Dwelling House belonging, and therewith then or usually theretofore occupied and enjoyed, and commonly called or known by the several Names of the *Croft*, the *House Field*, the *Little Meadow*, the *Sound Heath*, the *Intack*, the *Long Heath*, the *Hoghole*, the *Near Gorsty*, the *Far Gorsty Field*, and the *Rough Meadow*, containing together Thirty Acres Three Acres and Twenty-one Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all that Messuage and Tenement, with the Appurtenances, together with the Intack and Croft thereto belonging, commonly called or known by the Name of *Hartel Croft*, situate, lying, and being in *Millington* aforesaid, containing together One Acre One Rood and Fourteen Perches of the Statute Measure, or thereabouts, were the same more less, then lately in the Occupation of *John Wilkinson*; and also all those Three several Fields, Closes, or Parcels of Land, with their Appurtenances, situate, lying, and being in *Millington* aforesaid, then lately in the Occupation of *Mary Cockran*, and commonly called or known by the several Names of the *Hemp Croft*, the *Gank*, and the *Laneway*, containing together One Acre Two Roods and Five Perches of the Statute Measure, or thereabouts, were the same more or less; and also all that Messuage and Tenement, with the Appurtenances, situate, standing, and being in *Millington* aforesaid, together with the Three Crofts thereto belonging or adjoining, containing together Three Acres and Twenty-two Perches of the Statute Measure, or thereabouts, were the same more or less, then lately in the Occupation of *John Brierley*; all which said last-mentioned Messuages, Lands, and Hereditaments therein-before described, and mentioned to be then lately in the Occupations of *John Speakman*, *John Hewitt*, *Robert Gleave*, *Samuel Nield*, *Joseph Shaw*, *John Wilkinson*, *Mary Cockran*, and *John Brierley*, were then in the several Occupations of *Richard Beckett*, *Robert Mills*, *John Wilkinson*, and *John Brierley*; and also all that Close or Parcel of Land situate in *Millington* in the said County of *Chester*, then or theretofore commonly called or known by the Name of the *Coe Lane*, containing by common Estimation One Acre One Rood and Eighteen Perches of Land of the Statute Measure, or thereabouts, were the same more or less; and also all those Two several Cottages or Dwelling Houses and other the Edifices and Buildings erected and built in

in and upon the said Close or Parcel of Land, or on some Part thereof, and then or then late in the several Occupations of *John Burgess* and *William Cox*, as Tenants thereof; and also all those Two several Closes, Closures, or Parcels of Land, lying and being in *Millington* aforesaid, theretofore being in One Close, Closure, or Parcel of Land, and formerly called the *Meane Hey* otherwise the *Mean Hey* or *Mean Leasow*, but then and for several Years then last past separated and divided into Two Closes, Closures, or Parcels of Land, and commonly called or known by the several Names of the *Croft* or *Half Acre* and the *Main Hey*, and containing by common Estimation Two Acres Two Roods and Twenty-five Perches of the *Cheshire* large Measure, or thereabouts, were the same more or less, and then or then late in the Holding or Occupation of *Stephen Morris*, as Tenant thereof; and also all that Messuage and Tenement, with the Cottages, Outbuildings, Fold, Gardens, Orchard, and Appurtenances thereto belonging, situate, lying, and being in *Millington* aforesaid, and the several Closes, Closures, or Parcels of Land, Meadow and Pasture, thereto belonging, also lying and being in *Millington* aforesaid, commonly called or known by the several Name or Names of the *Nag's Head Field*, the *Further Hetchow*, the *Oven Field*, the *Barn Meadow*, the *Lower Meadow*, and the *Nearer Hetchow*, or by what other Names soever the said Closes, Closures, and Parcels of Land, or any of them, at any Time theretofore had been or then were or was called, known, or distinguished, containing by common Estimation Twenty-one Acres Two Roods and Twenty-three Perches of the Statute Measure, or thereabouts, were the same more or less, and then or then late in the several Holdings or Occupations of *Joseph Jackson*, *Stephen Morris*, *John Burgess*, and *John Byrom*, as Tenants thereof; and also all that Close, Closure, or Parcel of Land, situate, lying, and being in *Millington* aforesaid, commonly called or known by the Name of the *High Croft*, or by what other Name soever the same theretofore had been or then was called, known, or distinguished, containing by common Estimation Half an Acre of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less, and then late in the Holding and Occupation of *Joseph Armstrong*; and also all that Messuage and Tenement called *Booth Bank*, together with the Outbuildings and Appurtenances thereto belonging, situate and being in *Millington* aforesaid, formerly in the Possession of *Margaret Venables* and of *John Twiss*, their Under-tenants or Assigns, since in the Holding or Occupation of *William Mills*, his Under-tenants or Assigns, and then or then late in the Holding or Occupation of *John Mills*, as Tenant thereof, and also all that Cottage or Dwelling House, with the Appurtenances thereto belonging, situate, standing, and being in *Millington* aforesaid, near or adjoining to the said Messuage or Tenement, then late also in the Holding or Occupation of the said *William Mills*, his Assigns or Under-tenants, and then or then late in the Holding or Occupation of the said *John Mills* and of his Under-tenants, and also all those several Fields, Closes, or Parcels of Land or Ground to the said Messuage and Tenement belonging, and therewith theretofore and then held and enjoyed, and then or then late commonly called or known by the several Names of the *Field at the Back of the House*, the *Intack at the Bottom of Booth Bank*, the *Bitter Nails*, the *Clay Close*,

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the *New Field*, the *Broomy Lount*, the *Fox Lount*, and the *Acres*, or by what other Name or Names soever the said Fields, Closes, or Parcels of Land, or any of them, or any Part thereof respectively, were, was, or theretofore had been or thereafter should be called, known, or distinguished, containing together by Estimation Twenty-three Acres Two Roods and Twenty-five Perches of the Statute Measure, or thereabouts, were the same more or less; and also all that Messuage and Tenement, with the Appurtenances, situate, lying, and being in *Hale* in the said County of *Chester*, theretofore in the Holding or Occupation of *Isaac Neden*, as Tenant thereof, and also all those several Fields, Closes, or Parcels of Land, lying and being in *Hale* aforesaid, to the said Messuage and Tenement belonging, and therewith then occupied or enjoyed, and commonly called or known by the several Names of the *Sound Field*, the *Croft*, the *Well Field*, the *Little Marsh*, the *Ley Field*, the *Brick-kiln Field*, the *Great Marsh*, the *Rough Field*, the *Marl Field*, the *Saunder's Field*, the *Brook Croft*, and the *Knows Field*, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or at any Time theretofore had been called, known, or distinguished, containing together Fifty Acres Three Roods and Twenty-eight Perches of the Statute Measure, or thereabouts, were the same more or less, and then also in the Holding or Occupation of the said *Isaac Neden*, as Tenant thereof; and also all that other Messuage and Tenement, with the Appurtenances, situate, lying, and being in *Hale* aforesaid, theretofore in the Holding of *Robert Perkins*, as Tenant thereof, and also all those several Fields, Closes, or Parcels of Land lying and being in *Hale* aforesaid, to the said last-mentioned Messuage and Tenement belonging, and therewith then or then lately occupied or enjoyed, and commonly called or known by the several Names of the *Croft*, the *Nearer Meadow*, the *Further Meadow*, the *Nearer Heathfield*, the *Croft*, the *Little Marl Field*, and the *Further Marl Field*, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or at any Time theretofore had been called, known, or distinguished, containing together Twenty-three Acres and Eleven Perches of the Statute Measure, or thereabouts, were the same more or less, and theretofore also in the Holding or Occupation of *Robert Perkins*, as Tenant thereof; and also all that other Messuage and Tenement, with the Appurtenances, situate, lying, and being in *Hale* aforesaid, theretofore in the Tenure or Occupation of *Nathaniel Harrop*, but then or then late in the Holding or Occupation of *Sarah Ashley* Widow, as Tenant thereof, and used as and for a Public House, and known by the Name or Sign of the *Bleeding Wolf*, and also all those several Fields, Closes, or Parcels of Land, lying and being in *Hale* aforesaid, to the said last-mentioned Messuage and Tenement belonging, and therewith then occupied or enjoyed, and commonly called or known by the several Names of the *Backside*, the *Further Backside*, the *Close at the Corner of Dob Lane*, and the *Heath Croft*, or by what other Name or Names soever the same several Fields, Closes, or Parcels of Land, or any of them, then were or at any Time theretofore had been called or known, containing together Seven Acres One Rood and Thirteen Perches of the Statute Measure, or thereabouts, were the same more or less, and then also in the Holding or Occupation of the

said *Sarah Ashley*, as Tenant thereof; and also all that Close, Closure, or Parcel of Land, Meadow or Pasture, with its Appurtenances, situate, lying, and being, in *Flixton* in the County of *Lancaster*, commonly called or known by the Name of the *Tippit End* otherwise the *Land*, or by what other Name or Names the same was or theretofore had been called or known, containing by Estimation Three Quarters of an Acre and One Perch of Land of the *Cheshire* large Measure, or thereabouts, were the same more or less; and also all that Messuage or Tenement, with the Barn Fold Lane, Outbuildings, and Appurtenances thereto, situate, lying, and being in the Parish of *Ashton* otherwise *Ashton-under-Lyne*, in the said County of *Lancaster*, formerly in the Tenure or Occupation of *Samuel Stansfield*, and then or then late of *John Street*, his Assigns or Under-tenants, and commonly called *Croft*, and also all those several Closes or Parcels of Land or Ground to the said Messuage and Tenement belonging, and therewith then held and enjoyed, and then or then late commonly called the *Croft End*, the *Driving Way*, the *Crooked Acre*, the *Far Meadow*, the *Near Hey*, the *Far Hey*, the *Long Eye*, the *Little Field*, the *Little Meadow*, the *Two Acre*, the *Wheat Field*, the *Calf Bank Meadow*, the *Barley Croft*, the *Warth* and *Round-eye*, and the *Car Field*, or by what other Name or Names soever the said Closes or Parcels of Land, or any of them, or any Part of any of them, was or were or theretofore had been called, known, or distinguished, containing together by Estimation (including the said Fold Lane, and the Site of the said Messuage and Outbuildings,) Twenty-seven Acres Three Roods and Thirty-three Perches Statute Measure, or thereabouts, were the same more or less; to hold the same, with the Appurtenances, unto the said *John Cotes* and *Peter Heron*, and their Heirs, to the several Uses therein-after limited of and concerning the same, and herein-after recited; and it was by the said Indentures now in recital declared, that the said Appointment, Grant, and Release should enure, as to such of the said Hereditaments and Premises as were intended to be comprised in the Term of One thousand Years therein-after limited (to wit), as to (amongst other Hereditaments) such Parts of the said Barony, Borough, Manors, Lordships, Messuages, Mills, Lands, Tenements, Hereditaments, and Premises firstly therein-before described as were situate or arising within the said several Counties of *Chester* and *Lancaster*, or either of them, (except the said Manors of *Ashton-upon-Mersey* and *Hattersley*, and the said Manor and Fee of *Bollen-cum-Norcliffe*, severally in the said County of *Chester*, and such of the said Messuages, Mills, Lands, Tenements, and Hereditaments firstly therein-before described as were situate within *Ashton-upon-Mersey* and *Hattersley* aforesaid, and in *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stannylands*, *Lindowside*, *Morley*, or elsewhere in the said Parish of *Wilmslow* aforesaid in the said County of *Chester*, and in *Ashley*, *Hale*, *Sale*, and *Timperley* aforesaid, in the said County of *Chester*,) subject, as to such of the same Hereditaments and Premises as were situate in the said County of *Chester* (except as aforesaid), to such Charge as in and by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven was charged thereupon for the Benefit of the Daughters or younger Sons of the said *George Harry* Earl of *Stamford* and *Warington* deceased, and also subject, as to
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(amongst other Hereditaments) the whole of the same Hereditaments and Premises in the said Counties of *Chester* and *Lancaster* (except as aforesaid), to and charged and chargeable, jointly and together with certain Estates in the County of *Nottingham*, with all such annual and other Rents and Provisions by way of Pinmoney, Jointure, or otherwise, Portions or Fortunes, Annuities or other Charges, in or by the said Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven limited in Use or provided to or for the Benefit of the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington* deceased, or of any other Wife or Wives of the said *George Harry* the present Earl of *Stamford and Warrington*, or of any of the Daughters or younger Sons of the said *George Harry* the present Earl of *Stamford and Warrington* by the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington* his Wife, deceased, or of any of the Daughters or younger Sons of the said *George Harry* the present Earl of *Stamford and Warrington* by any other Wife or Wives, or of any or either of them, and with all Powers of appointing and charging limited or given unto the said *George Harry* the present Earl of *Stamford and Warrington* in and by the same Indenture of Settlement, and in exoneration and discharge of (amongst other Hereditaments) the said Manors or Lordships and Fee, Messuages, Mills, Lands, Tenements, and Hereditaments, in the said County of *Chester*, therein-before severally excepted of and from the same Charges and annual and other Rents and Provisions, Portions or Fortunes, Annuities or other Charges, and Powers of charging; and further, as to the said Manor or Lordships of *Stayley* otherwise *Staveley*, therein-before described, and all and every the Messuages, Mills, Lands, Tenements, and Hereditaments therein-before described as were situate within *Stayley* otherwise *Staveley*, *Mattley*, and *Tintwisse* otherwise *Tingitwisse* aforesaid, every or any of them, (Parcel of the said Hereditaments in the said County of *Chester*,) subject to and charged and chargeable with the several Sums of Five thousand Pounds and Five thousand Pounds, which the Right Honourable *Mary* Countess of *Stamford* deceased, in and by a certain Deed Poll under her Hand and Seal, and bearing Date on or about the Twenty-eighth Day of *August* One thousand seven hundred and fifty-eight, charged upon the same Manor or Lordship, Messuages, Mills, Lands, Tenements, and Hereditaments, jointly and together with the said Manor or Lordship of *Hattersley* and the said Manor or Lordship and Fee of *Bollen-cum-Norcliffe*, and the Messuages, Mills, Lands, Tenements, Rents, Reservations, and Hereditaments within *Deanrow*, *Stanneylands*, *Stjall*, *Pownall*, *Pownall Fee*, and *Morley*, or elsewhere within the Parish of *Wilmslow* aforesaid, and in *Hattersley* and *Stayley* aforesaid, or elsewhere within the Parish of *Mottram in Longdendale* in the said County of *Chester*, and in exoneration and discharge of the same last-mentioned Manors or Lordships and Fee of *Hattersley* and *Bollen-cum-Norcliffe* respectively, and other the Messuages, Mills, Lands, Tenements, and Hereditaments respectively, of and from the same several Sums of Five thousand Pounds and Five thousand Pounds, and all Interest due and to grow due for the same Sums respectively; and also, as to and concerning the said Messuages, Tenements, Lands, Hereditaments, and Premises secondly therein-before described, to the Use of the said *Wilbraham Egerton*

Egerton and Thomas William Tatton, their Executors, Administrators, and Assigns, during the Term of One thousand Years, to be computed from the Day of the Date of the said Indenture now in recital, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same Term, and herein-after recited; and as for and concerning (amongst other Hereditaments) the said Manors or Lordships of *Ashton-upon-Mersey* and *Hattersley*, and Manor and Fee of *Bollen-cum-Norcliffe*, severally in the said County of *Chester*, and all and every the Messuages, Mills, Lands, Tenements, and Hereditaments in *Ashton-upon-Mersey* and *Hattersley* aforesaid, and in *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stanneylands*, *Lindowside*, and *Morley*, or elsewhere in the Parish of *Wilmslow* aforesaid in the said County of *Chester*, and in *Ashley*, *Hale*, *Sale*, and *Timperley* aforesaid, in the said County of *Chester*, severally therein-before excepted out of or not included in the Limitation of the said Term of One thousand Years, and severally Part and Parcel of the said Barony, Borough, Manors, or Lordships, Messuages, Mills, Lands, Tenements, Hereditaments, and Premises firstly therein-before described (freed and absolutely exonerated and discharged of and from all and every the Powers and Authorities reserved and given to the said *George Harry* the present Earl of *Stamford and Warrington* in and by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and also of and from all annual and other Rents and Provisions by way of Pinmoney, Jointure, or otherwise, Portions or Fortunes, Annuities, or other Charges, in or by the same Indenture of Settlement limited in Use or provided to or for the Benefit of any of the Daughters or younger Sons of the said *George Harry* late Earl of *Stamford and Warrington* deceased, or the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington* deceased, or any of the Daughters or younger Sons of the said *George Harry* the present Earl of *Stamford and Warrington* by the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington* his Wife, deceased, or any or either of them); and further, as to the said Manor or Lordship of *Hattersley*, and the said Manor or Lordship and Fee of *Bollen-cum-Norcliffe*, and the said Messuages, Mills, Lands, Tenements, and Hereditaments in *Hattersley* aforesaid, and in *Bollen*, *Pownall*, *Deanrow*, *Styall*, *Stanneylands*, *Lindowside*, and *Morley*, or elsewhere in the Parish of *Wilmslow* aforesaid, (freed and absolutely exonerated and discharged of and from the said several Sums of Five thousand Pounds and Five thousand Pounds so as aforesaid charged thereon by the said *Mary* Countess of *Stamford* deceased, jointly with the said Manor or Lordship of *Stayley*, and the Messuages, Mills, Lands, Tenements, and Hereditaments within or Parcel of the same Manor as aforesaid, and of and from all Interest then due and to grow due from the same Sums respectively,) and also as to and concerning so many and such Parts and Parcels of the said Barony, Borough, Manors, or Lordships, Messuages, Mills, Lands, Tenements, and Hereditaments therein-before described, as were therein-before limited unto the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, or Assigns, for the said Term of One thousand Years, from and after the Expiration or other sooner Determination of the same Term, and subject thereunto and

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to the Trusts thereof in the meantime, to the Use of such Persons generally as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto) should jointly direct or appoint; and, as well in default of such Direction or Appointment as in the meantime and until such Direction or Appointment should be made, to the Use of the said *George Harry* the present Earl of *Stamford and Warrington*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *George Harry* the present Earl of *Stamford and Warrington*, upon Trust to preserve contingent Remainders; with Remainder to the Use of such Persons generally as the said *George Harry* Lord *Grey* (Party thereto) after the Death of the said *George Harry* the present Earl of *Stamford and Warrington* should direct or appoint; and, as well in default of such Direction or Appointment as in the meantime until such Direction or Appointment should be made, to the Use of the said *George Harry* Lord *Grey* (Party thereto) and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *George Harry* Lord *Grey* (Party thereto), upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *George Harry* Lord *Grey* (Party thereto) lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *George Harry* Lord *Grey* (Party thereto) lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the said *Henry Booth Grey* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Henry Booth Grey*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Henry Booth Grey* lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *Henry Booth Grey* to be begotten, successively in Tail Male; with Remainder to the Use of the Third, Fourth, Fifth, Sixth, and every other Son of the said *George Harry* the present Earl of *Stamford and Warrington* by the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington*, his then Wife, or by any Woman he might marry after the Decease of the said *Henrietta Charlotte Elizabeth* Countess of *Stamford and Warrington*, successively in Tail Male; with Remainder, as to and concerning such Parts of the said Hereditaments and Premises therein-before described as were therein-before limited unto the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, to the Use of the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, and Assigns, during the Term of Two thousand Years, to be computed from the Day of the Date of the said Indenture now in recital, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, and herein-after recited; and from and immediately after the Expiration or other sooner Determination of the said Term of Two thousand Years, and subject thereunto and

to the Trusts thereof in the meantime, then as to the same Hereditaments and Premises, and also as for and concerning all other the Hereditaments and Premises firstly and secondly therein-before described, to the Use of the Honourable *William Booth Grey* (Brother of the said *George Harry* the present Earl of *Stamford and Warrington*), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *William Booth Grey*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *William Booth Grey* lawfully to be begotten in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *William Booth Grey* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the Honourable and Reverend *Anchitel Grey* (another Brother of the said *George Harry* the present Earl of *Stamford and Warrington*), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Anchitel Grey*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Anchitel Grey* lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the said *Anchitel Grey* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of *Booth Grey* of *Ashton Heyes* in the said County of *Chester*, Esquire, (Cousin of the said *George Harry* the present Earl of *Stamford and Warrington*), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Booth Grey*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Booth Grey* lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *Booth Grey* lawfully to be begotten, successively in Tail Male; with Remainder to the Use of the Reverend *Harry Grey* the elder, Clerk, (another Cousin of the said *George Harry* the present Earl of *Stamford and Warrington*), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Harry Grey* the elder, upon Trust to preserve contingent Remainders; with Remainder to the Use of *Harry Grey* the younger (eldest Son of the said *Harry Grey* the elder), and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Harry Grey* the younger, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Harry Grey* the younger lawfully to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *Harry Grey* the younger lawfully to be begotten, successively in Tail Male; with Remainder to the Use of *John Grey* (Second Son of the said *Harry Grey* the elder), and his Assigns, for his Life; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their

their Heirs, during the Life of the said *John Grey*, upon Trust to preserve contingent Remainders ; with Remainder to the Use of the First Son of the Body of the said *John Grey* lawfully to be begotten, in Tail Male ; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *John Grey* lawfully to be begotten, successively in Tail Male ; with Remainder to the Use of *William Grey*, Third Son of the said *Harry Grey* the elder, and his Assigns, for his Life, without Impeachment of Waste ; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *William Grey*, upon Trust to preserve contingent Remainders ; with Remainder to the Use of the First Son of the Body of the said *William Grey* lawfully to be begotten, in Tail Male ; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *William Grey* lawfully to be begotten, successively in Tail Male ; with Remainder to the Use of *George Grey* (Fourth Son of the said *Harry Grey* the elder), and his Assigns, for his Life, without Impeachment of Waste ; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *George Grey*, upon Trust to preserve contingent Remainders ; with Remainder to the Use of the First Son of the Body of the said *George Grey* lawfully to be begotten, in Tail Male ; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *George Grey* lawfully to be begotten, successively in Tail Male ; with Remainder to the Use of *Reginald Grey* (Fifth Son of the said *Harry Grey* the elder), and his Assigns, for his Life, without Impeachment of Waste ; with Remainder to the Use of the said *John Cotes* and *Peter Heron*, and their Heirs, during the Life of the said *Reginald Grey*, upon Trust to preserve contingent Remainders ; with Remainder to the Use of the First Son of the Body of the said *Reginald Grey* lawfully to be begotten, in Tail Male ; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and every other Son of the Body of the said *Reginald Grey* lawfully to be begotten, successively in Tail Male ; with Remainder to the Use of the Sixth, Seventh, Eighth, and every other Son of the Body of the said *Harry Grey* the elder lawfully begotten or to be begotten, successively in Tail Male ; with Remainder to the Use of the Heirs of the Body of the said *George Harry Lord Grey* (Party thereto) ; with Remainder to the Use of the right Heirs of the said *George Harry* the present Earl of *Stamford and Warrington* for ever ; and as for and concerning the said Term of One thousand Years, therein-before limited in Use to the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, and Assigns, it was by the said Indenture now in recital declared, that the same was so limited to them upon Trust that they the said *Wilbraham Egerton* and *Thomas William Tatton*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should at any Time thereafter, as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry Lord Grey* (Party thereto), or as the said *George Harry* the present Earl of *Stamford and Warrington* alone, at any Time thereafter, by any Deed or Deeds, to be sealed and delivered by them or him in the Presence of Two or more credible Witnesses, or as the said *George Harry* the present Earl of *Stamford and Warrington*,

rington, by his last Will and Testament in Writing, or any Codicil thereto, to be respectively executed as in the said Indenture now in recital is mentioned, should jointly or severally request, direct, or appoint, by Mortgage or other Disposition of all or any Part of the said Hereditaments and Premises comprised in the said Term of One thousand Years, or by Sale thereof or of any Part thereof, either before or after any Mortgage or Mortgages thereof, or by the Rents, Issues, and Profits thereof, or by all or any of the aforesaid Ways or Means, or by any other Ways or Means whatsoever, as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), or as the said *George Harry* the present Earl of *Stamford and Warrington* alone, by the said Deed or Deeds, or by any other Deed or Deeds, to be sealed and delivered by them or him as aforesaid, or as the said *George Harry* the present Earl of *Stamford and Warrington* by his last Will and Testament in Writing, or any Codicil thereto, to be respectively executed as in the said Indenture now in recital is mentioned, should jointly or severally request, direct, or appoint, levy and raise such Sum or Sums of Money as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), by any Deed or Deeds, to be sealed and delivered by them in the Presence of Two or more credible Witnesses, should both jointly direct or appoint, and with or without Interest, and if with Interest, then such Rate of Interest for the Sum or Sums of Money so to be raised as in and by such last-mentioned Deed or Deeds should be directed or appointed, and pay and dispose of the same Sum or Sums of Money and Interest to such Person or Persons, and in such Manner and Form, and at such Time or Times, as the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto) should by such last-mentioned Deed or Deeds, or by any other Deed or Deeds, to be sealed and delivered as last aforesaid, both jointly direct or appoint; and as for and concerning the said Term of Two thousand Years therein-before limited in Use unto the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, and Assigns, it was by the said Indenture now in recital declared, that the same was so limited upon Trust that, in case there should be a Failure of Issue Male of all of them the said *George Harry* Lord *Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, and the said Hereditaments and Premises firstly and secondly therein-before described should, under the Limitations aforesaid, become vested in some or One of the Persons to whom the same were therein-before limited on Failure of Issue Male of all of them the said *George Harry* Lord *Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, as aforesaid, and there should be any Daughter or Daughters of the said *George Harry* Lord *Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, or any or either of them, then living, that they the said *Wilbraham Egerton* and *Thomas William Tatton*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, immediately after the Decease of the Survivor of them the said *George Harry* the present Earl of *Stamford and War-*

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rington, George Harry Lord Grey (Party thereto), and *Henry Booth Grey*, and such Failure of Issue Male as last aforesaid, by the Ways or Means therein mentioned, levy and raise the Sum of Twenty thousand Pounds apiece for each of the Daughters of the said *George Harry Lord Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, who should be living at the Time of the Decease of the Survivor of them the said *George Harry Lord Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, and such Failure of Issue Male as aforesaid, to be paid to such Daughters in such Manner as the said *George Harry Lord Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington* respectively, in respect of their own several Daughters, should direct or appoint, and in default of such Direction or Appointment, or in case of any such then subject thereto, upon Trust to pay the Sum of Two thousand Pounds, or such Part thereof respectively as should not be directed or appointed as aforesaid, unto each of the same Daughters of the said *George Harry Lord Grey* (Party thereto), *Henry Booth Grey*, and *George Harry* the present Earl of *Stamford and Warrington*, or the respective Executors, Administrators, or Assigns of the same Daughters respectively; and it was by the said Indenture now in recital provided and declared, that it should be lawful for the said *George Harry* the present Earl of *Stamford and Warrington*, and also for the said *George Harry Lord Grey* (Party thereto), *Henry Booth Grey*, *William Booth Grey*, *Anchitel Grey*, *Booth Grey*, *Harry Grey* the elder, *Harry Grey* the younger, *John Grey*, *William Grey*, *George Grey*, and *Reginald Grey*, when and as they should respectively come into Possession of the said Hereditaments and Premises therein-before described, or any Part thereof, by virtue of any of the Limitations aforesaid, and also for the Guardian or Guardians of any Infant or Infants, who by virtue of the Limitations aforesaid might become entitled in possession to the said Hereditaments and Premises, by Indenture or Indentures under his or their Hand and Seal or Hands and Seals, from Time to Time to demise, lease, or grant, or contract and agree to demise, lease, or grant, and afterwards to demise, lease, or grant accordingly, all or any of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises therein-before mentioned, and intended to be thereby appointed, granted, and released, (except the said Capital Messuages or Mansion Houses called *Enviold Hall* and *Dunham Hall*, and the Parks, Warrens, Chases, Lands, Tenements, and Hereditaments therewith respectively usually occupied and enjoyed,) unto any Person or Persons who should be willing to improve or build upon the same, for One Life or Two or Three Lives, and renewable upon the dropping of any One Life or any Two or Three Lives, and also to lay out and appropriate any Part of the Premises to be comprised in any such Demise or Lease for a Garden or Gardens to the Messuage and Messuages which might be built upon the said Premises, or as and for a Way or Ways, Street or Streets, Avenue or Avenues, Passage or Passages, for the Use and Convenience of the Lessee or Lessees and other the Tenants and Occupiers of the said Premises, in such Manner as should be mentioned and agreed upon in such Demises or Leases respectively, so as such Demises or Leases were made in

order

order for the Premises to be built upon or improved; and so as in every such Lease or Demise so to be made there were reserved or limited and made payable half-yearly or oftener the best and most improved yearly Rent and Rents that at the Time of such Demise, Lease, or Grant, or of the Contract and Agreement for such Demise, Lease, or Grant, could be reasonably had or gotten for the same, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift for making or granting the same, when first made; and so as there were also reserved or limited and made payable upon the Renewal of every such last-mentioned Lease or Demise, on the dropping of One Life or of Two or Three Lives, such Sum and Sums of Money as should be fixed and agreed upon at the Time of the first granting such Demise or Lease; and so as the respective Lessees to whom such Leases or Demises should be made did execute Counterparts thereof, and enter into Covenants to build and keep in repair such and so many Messuages, Erections, and Buildings, in and upon the Land or Ground so to be demised and leased, as should be sufficient to secure the due Payment of the Rent or Rents to be reserved on such Leases or Demises, and to make and keep in repair the said Ways, Streets, Avenues, and Passages, to be laid out and appropriated for the Purposes aforesaid, in such Manner as should be stipulated and agreed upon in and by such Demises or Leases, and so as the respective Lessees did also respectively covenant so to leave and surrender the Premises which should be so demised or leased at the End of the Term and Terms in such Leases respectively to be granted; and so as that in every of the said Leases or Demises there were inserted a Power of Re-entry upon Nonpayment of the Rent or Rents thereby respectively to be reserved, or upon Nonperformance of the Covenants and Agreements therein to be contained, and on the Part and Behalf of the respective Lessees to be performed; and it was thereby declared, that the Person or Persons renewing any such Leases or Demises on the dropping of One Life, or of Two or Three Lives, should, upon the granting of any such renewed Lease or Demise, have, and from Time to Time, during the Continuance of his, her, or their respective Estate and Interest in the said Premises, enjoy, full Liberty and Power to take and receive such Fines or Foregifts for such Renewals as the respective Lessees should by the Terms of the respective Leases so to be renewed be bound to pay for such Renewal or Renewals; and it was by the said Indenture now in recital further provided and declared, that, notwithstanding any of the Limitations therein-before contained, it should be lawful for the said *George Harry* the present Earl of *Stamford and Warrington*, and also for the said *George Harry* Lord *Grey* (Party thereto), *Henry Booth Grey*, *William Booth Grey*, *Anchitel Grey*, *Booth Grey*, *Harry Grey* the elder, *Harry Grey* the younger, *John Grey*, *William Grey*, *George Grey*, and *Reginald Grey*, when and as they should respectively come into Possession of the said Hereditaments and Premises therein-before described, or any Part thereof, by virtue of any of the Limitations aforesaid, and also for the Guardian or Guardians of any Infant or Infants who by virtue of any of the Limitations aforesaid might become entitled in possession to the said Hereditaments and Premises, by Indenture or Indentures under his or their Hand and Seal

Seal or Hands and Seals, from Time to Time to grant and convey in Fee Farm, or to demise or lease for any Term or Number of Years, or to contract and agree so to grant and convey, demise, or lease, and thereafter to grant and convey, demise, or lease accordingly, all or Part any of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises therein-before described, (except the said Capital Messuages or Mansion Houses called *Enviold Hall* and *Dunham Hall*, and the Parks, Warrens, Chases, Lands, Tenements, and Hereditaments therewith respectively usually occupied and enjoyed,) unto any Person or Persons who should be willing to build upon and improve the same, and also to lay out and appropriate any Part of the Premises to be comprised in any such Grant or Lease as and for a Garden or Gardens to the Messuage or Messuages which might be built upon the Premises, or as and for a Way or Ways, Street or Streets, Avenue or Avenues, Passage or Passages, for the Use and Convenience of the Grantee or Grantees, Lessee or Lessees, and other the Tenants and Occupiers of the said Premises, in such Manner as should be mentioned and agreed upon in such Grant or Lease, Grants or Leases, and also to grant and convey in Fee, or to demise, lease, and grant, or to contract and agree so to grant and convey, demise, lease and grant, and thereafter to grant and convey, demise, lease, and grant accordingly, for any Term or Number of Years, any Rivers, Brooks, Streams of Water, Waters, Watercourses, Springs, Powers, or Privileges, in or within or being Part or Parcel of the said Barony, Borough, Manors, or Lordships, Fee, Hereditaments, and Premises, therein-before described, or of any of them, (except as aforesaid,) so as in every of the said several Grants and Leases so to be respectively made as aforesaid there were reserved or limited and made payable half-yearly or oftener the best and most improved yearly Rent or Rents, and such yearly Sum or Sums as a Compensation for the granting or demising any such Rivers, Brooks, Streams of Water, Waters, Watercourses, Springs, Powers or Privileges, that at the Time of such Grant or Conveyance, Demise or Lease, or of the Contract and Agreement for such Grant or Conveyance, Demise or Lease, could be reasonably had or gotten for the same, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift for the making or granting the same; and so as the respective Grantees or Lessees to whom such Grants or Leases should be made did execute Counterparts thereof; and so as the several and respective Grantees and Lessees did enter into Covenants to build and keep in repair such and so many Messuages, Erections, and Buildings, in and upon the Land or Ground so to be granted or demised and leased, as should be sufficient to secure the due Payment of the Rent or Rents to be reserved on such Grants or Leases respectively, and to make and keep in repair the said Ways, Streets, Avenues, and Passages to be laid out and appropriated for the Purposes aforesaid, in such Manner as should be stipulated and agreed upon in and by such Grants or Leases, and so as such respective Lessees did also respectively covenant so to leave and surrender the Premises which should be so demised or leased at the End of the Term and Terms in such Leases respectively to be granted; and so as that there were contained in every such Grant, Demise, or Lease, Powers or Conditions of Distress and Entry upon Nonpayment of

the Rent or Rents thereby respectively to be reserved ; and it was by the said Indenture now in recital further declared, that all and every the Hereditaments and Premises so to be granted or demised for the Purpose of being built upon or otherwise improved, and all and every the said Rivers, Brooks, Streams of Water, Waters, Water-courses, Roads, Ways, Powers, and Privileges so to be granted or demised and leased, according to the true Intent and Meaning of the Indenture now in recital, should be and remain from thenceforth freed and absolutely discharged of and from all and every the Uses, Estates, Trusts, Declarations, Provisoos, and Agreements in and by the said Indenture now in recital limited, expressed, and declared touching or concerning the same ; and then and from thenceforth every such Grant and Demise respectively should be and enure, as to such and so many of the said Premises as should be thereby so granted or demised as aforesaid, to the Use of such Grantee or Grantees, in Fee Farm or Fee, or of such Person or Persons to whom the same should be respectively granted or demised as aforesaid, and of his, her, or their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quantity of Estate thereby granted or demised, subject only to the Payment of the Rent and Rents, Sum or Sums of Money, thereby respectively to be reserved and made payable : And whereas the said Two several Sums of Five thousand Pounds and Five thousand Pounds, referred to in the lastly herein-before recited Indenture as having been charged by the said *Mary Countess of Stamford* deceased on the Hereditaments and Premises therein particularly mentioned, have not yet been satisfied, and such Sums still remain a Charge upon the same Hereditaments and Premises, except so far as such Hereditaments and Premises, or certain Parts thereof, were exonerated therefrom by the lastly herein-before recited Indenture : And whereas by an Indenture of Appointment, dated on or about the Third Day of *December* One thousand eight hundred and twenty-four, and expressed to be made between the said *George Harry* the present Earl of *Stamford and Warrington* of the First Part, the said *George Harry* Lord *Grey* (the Son of the said *George Harry* the present Earl of *Stamford and Warrington*) of the Second Part, and the said *Wilbraham Egerton* and *Thomas William Tatton* of the Third Part, (and which said Indenture was executed and attested in conformity with the Power of Appointment thereby intended to be exercised,) after reciting (amongst other Things) the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, so far as relates to the Creation of the said Term of One thousand Years of and in the said Manor of *Ashton-under-Lyne*, and the Estates in the Parishes of *Ashton-under-Lyne*, *Prestwich*, and *Manchester* aforesaid, and the Trusts thereby declared of the same Term, it is witnessed, that the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), in exercise of the Power or Authority given to them in and by the Trusts of the said Term of One thousand Years created by the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, and of every other Power or Authority whatsoever enabling them in that Behalf, did request, direct, and appoint that the said *Wilbraham Egerton* and *Thomas William Tatton*, and the Survivor of them, and

Indenture, dated 3d Dec. 1824, authorizing the raising of 100,000*l.*

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the

Mortgage,
dated
4th Dec. 1824,
for raising
100,000l.

the Executors, Administrators, and Assigns of such Survivor, should forthwith, in execution of the Trusts of the said Term of One thousand Years, levy and raise the full Sum of One hundred thousand Pounds, from and out of the said Manor or Lordship of *Ashton-under-Lyne*, and other the Manors or Lordships, Capital and other Messuages, Tenements, Lands, Hereditaments, and Premises whatsoever in the said Parishes of *Ashton-under-Lyne*, *Prestwich*, and *Manchester*, in the said County of *Lancaster*, therein-before particularly described, or any Part thereof, with Interest at the Rate of Five Pounds by the One hundred Pounds by the Year from the Date of the Indenture now in recital, for the same Sum, or such Part thereof as for the Time being should not be raised, until the Time of raising the same: And whereas by an Indenture of Mortgage, dated on or about the Fourth Day of *December* One thousand eight hundred and twenty four, and expressed to be made between the said *Wilbraham Egerton* and *Thomas William Tatton* of the First Part, the said *George Harry* the present Earl of *Stamford and Warrington* and the said *George Harry* Lord *Grey* his Son of the Second Part, *Thomas Houldsworth* of *Manchester* in the said County of *Lancaster*, Esquire, *George Richard Philip*, of the same Place, Esquire, *James Brierley* of the same Place, Esquire, *John Barton* of the same Place, Esquire, and *Gilbert Winter* of the same Place, Esquire, of the Third Part, and *George Frederick Bury* (therein described) of the Fourth Part, it is witnessed, that in consideration of the Sum of One hundred thousand Pounds unto the said *Wilbraham Egerton* and *Thomas William Tatton*, at the Request and by the Direction of the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), testified as therein mentioned, advanced and paid by the said *Thomas Houldsworth*, *George Richard Philips*, *James Brierley*, *John Barton*, and *Gilbert Winter*, the said *Wilbraham Egerton* and *Thomas William Tatton* (at the like Request and by the like Direction of the said *George Harry* the present Earl of *Stamford and Warrington* and *George Harry* Lord *Grey* (Party thereto), testified as aforesaid,) did assign and transfer unto the said *Thomas Houldsworth*, *George Richard Philips*, *James Brierley*, *John Barton*, and *Gilbert Winter*, their Executors, Administrators, and Assigns, all that the said Manor or Lordship of *Ashton-under-Lyne* in the said County of *Lancaster*, and all other the Manors or Lordships, Capital and other Messuages, Lands, Tenements, Collieries, Hereditaments, and Premises, in the said Parishes of *Ashton-under-Lyne*, *Manchester*, and *Prestwich* aforesaid, in the said County of *Lancaster*, comprised in the said Term of One thousand Years, by the herein-before recited Indenture of Settlement of the Third Day of *December* then instant limited in Use to the said *Wilbraham Egerton* and *Thomas William Tatton*, their Executors, Administrators, and Assigns, as aforesaid, with their Appurtenances, to hold the same unto the said *Thomas Houldsworth*, *George Richard Philips*, *James Brierley*, *John Barton*, and *Gilbert Winter*, their Executors, Administrators, and Assigns, thenceforth for the Residue then unexpired of the said Term of One thousand Years, subject nevertheless to a Proviso in the said Indenture now in recital contained for the Redemption of the said Hereditaments therein comprised on Payment, by the said *George Harry* the present Earl of *Stamford and Warrington*

and *George Harry Lord Grey* (Party thereto), or either of them, their or either of their Heirs, Executors, or Administrators, or the Person or Persons for the Time being entitled to the same Hereditaments in Remainder immediately expectant on the Determination of the aforesaid Term of One thousand Years, unto the said *Thomas Houldsworth, George Richard Philips, James Brierley, John Barton, and Gilbert Winter*, their Executors, Administrators or Assigns, of the Sum of One hundred thousand Pounds, with Interest for the same after the Rate of Three Pounds Ten Shillings *per Centum per Annum*, on the Day and in the Manner in the said Proviso mentioned and appointed for the Payment of the same; and it was by the said Indenture now in recital declared by the said *Thomas Houldsworth, George Richard Philips, James Brierley, John Barton, and Gilbert Winter*, that in the event of and after the Death or Deaths of any One or more of them, or of all of them, while the aforesaid Principal Money and the Interest thereof, or any Part thereof, should remain owing to them or any of them, on the Security now in recital, the Receipts of the Survivors and Survivor of them, and of the Executors and Administrators of such Survivor, for any such Principal Money and Interest respectively, should be effectual Discharges for the Sums therein expressed to be received, without any Obligation on the Part of the Person or Persons paying the same to see to the Application thereof, or to call for the Concurrence of the personal Representatives of any One or more of them the said *Thomas Houldsworth, George Richard Philips, James Brierley, John Barton, and Gilbert Winter*, who might be then dead: And whereas the said *John Barton* died on or about the Eleventh Day of *November* One thousand eight hundred and thirty-one, leaving the said *Thomas Houldsworth, George Richard Philips, James Brierley, and Gilbert Winter*, him surviving: And whereas the said Principal Sum of One hundred thousand Pounds still remains due and owing to the said *Thomas Houldsworth, George Richard Philips, James Brierley, and Gilbert Winter*, upon the Security of the herein-before recited Indenture of Mortgage of the Fourth Day of *December* One thousand eight hundred and twenty-four: And whereas the said *Thomas William Tatton* died on or about the Second Day of *March* in the Year One thousand eight hundred and twenty-seven, leaving the said *Wilbraham Egerton*, his Co-trustee, him surviving, in whom alone the said Term of Two thousand Years created by the herein-before recited Indenture of the Third Day of *December* One thousand eight hundred and twenty-four is accordingly now vested: And whereas in the Year One thousand eight hundred and thirty-three the said *George Harry Lord Grey* (the Son of the said *George Harry* the present Earl of *Stamford and Warrington*) was by Writ of Summons called up to the House of Peers, by the Name, Style, or Title of Baron *Grey of Groby* in the County of *Leicester*: And whereas the said *George Harry Baron Grey of Groby* died on or about the Twenty-fourth Day of *October* in the Year One thousand eight hundred and thirty-five, leaving the Right Honourable *Katharine* Baroness *Grey* his Widow, and *Margaret Henrietta Maria Grey*, now of the Age of Thirteen Years or thereabouts, and *George Harry* now the Right Honourable *George Harry Baron Grey of Groby*, of the Age of Twelve Years or thereabouts, his only Children him surviving:

viving: And whereas the said *Henry Booth Grey* is a Bachelor: and whereas the said *Henry Booth Grey* is of unsound Mind, and incapable of managing his Affairs: And whereas the said *George Harry* the present Earl of *Stamford and Warrington* never had Issue a Son other than the said *George Harry* Baron *Grey* deceased and the said *Henry Booth Grey*: And whereas the said *William Booth Grey* has never had any Issue: And whereas the said *Anchitel Grey* died on or about the Twentieth Day of *December* in the Year One thousand eight hundred and thirty-three, a Bachelor: And whereas the said *Booth Grey* has never had any Issue: And whereas the said *Harry Grey* the younger, *John Grey*, *William Grey*, *George Grey*, and *Reginald Grey*, are all Bachelors, and the said *William Grey*, *George Grey*, and *Reginald Grey* have not yet attained the Age of Twenty-one Years, the said *William Grey* being of the Age of Nineteen Years or thereabouts, the said *George Grey* of the Age of Seventeen Years or thereabouts, and the said *Reginald Grey* of the Age of Sixteen Years or thereabouts: And whereas the said *Harry Grey* the elder has never had Issue a Son, other than the said *Harry Grey* the younger, *John Grey*, *William Grey*, *George Grey*, and *Reginald Grey*: And whereas it would be for the Benefit and Advantage of the said *George Harry* the present Earl of *Stamford and Warrington*, and of the Person or Persons who might from Time to Time hereafter be beneficially entitled in possession to the Rents and Profits of such of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises comprised in the hereinbefore recited Indentures of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and the Third Day of *December* One thousand eight hundred and twenty-four, or in either of them, as are situate in the Counties of *Chester* and *Lancaster*, or either of them, and of which any Lease or Leases for a Life or Lives, for the Purposes of Building or Improvement, have been or may hereafter be granted, in exercise of the Powers in that Behalf contained in the said Indentures of Settlement or either of them, if he and they were respectively empowered to convey in Fee Farm, and to demise or lease for a long Term of Years, (subject to the Restrictions herein-after mentioned,) the Hereditaments and Premises comprised in such Lease or Leases for a Life or Lives, to the Person or Persons who may for the Time being be entitled thereto under or by virtue of the same Lease or Leases respectively: And whereas the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *George Harry* the present Earl of *Stamford and Warrington*, the said *Alexander* Baron *Ashburton*, the said *James Thomas Law* and Lady *Henrietta Charlotte* his Wife, the said *John Cotes*, the said Sir *John Benn Walsh* and Lady *Jane* his Wife, for and on behalf of themselves and for and on behalf of their said infant Children, the said *Katharine* Baroness *Grey* for and on the Behalf of the said *George Harry* Baron *Grey* and *Margaret Henrietta Maria Grey*, her infant Children, the said *Wilbraham Egerton*, the said *William Booth Grey*, the said *Booth Grey*, the said *Harry Grey* the elder for and on the Behalf of himself and for and on behalf of the said *William Grey*, *George Grey*, and *Reginald Grey*, his infant Sons, the said *Harry Grey* the younger, and the said *John Grey*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted

by

by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful for the said *George Harry* the present Earl of *Stamford and Warrington*, at any Time or Times during his Life, and from and after his Decease for the Person or Persons (if of the Age of Twenty-one Years) who, under or by virtue of the Limitations contained in the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, shall for the Time being be beneficially entitled to the Receipt and Enjoyment of the yearly Rent or Rents reserved and made payable in and by any Lease or Leases for a Life or Lives, for Building or other Purposes of Improvement, which, in exercise of the Powers contained in the herein-before recited Indentures of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven and the Third Day of *December* One thousand eight hundred and twenty-four, or either of them, have or hath been at any Time before the passing of this Act, or shall or may at any Time thereafter, be made or granted, of any of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises comprised in the same Indentures of Settlement, or either of them, and therein mentioned to be situate in the Counties of *Chester* and *Lancaster*, or either of them, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then for his, her, or their Guardian or Guardians, during his, her, or their Minority or respective Minorities, (whether such Guardian or Guardians be testamentary, or be chosen by such Infant or Infants, or be appointed by the Authority of the Court of Chancery,) by Indenture or Indentures under his, her, or their Hand and Seal or Hands and Seals, at any Time or Times, and from Time to Time, to convey in Fee Farm, or to demise or lease for any Term or Number of Years, the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises comprised in or to be comprised in any such Lease or Leases for a Life or Lives, and all Erections, Buildings, and other Improvements which at the Time or respective Times of the sealing and Delivery of such Conveyance, Demise, or Lease, Conveyances, Demises, or Leases respectively, shall be erected, built, added, or made, or which shall then be in the course of erecting, building, adding, or making, on or to the same Hereditaments and Premises or any Part thereof, unto or for the Benefit of the Person or Persons who shall for the Time being be entitled to a Renewal or Renewals of the same Lease or Leases for a Life or Lives respectively, under or by virtue of the Covenants and Provisions therein contained, or who (if such Lease or Leases respectively be not then renewable) would be entitled to such Renewal or Renewals in case the same were then actually renewable, so that there be reserved or limited and made payable in and by every such Conveyance, Demise, or Lease, to be issuing out of and charged and chargeable upon the Hereditaments and Premises therein comprised, or some competent Part or Parts thereof, the best yearly Rent that can or may be reasonably obtained for the same, regard being had, in the Reservation, of such Rent, as well to the Nature, Extent, and Value of the Estate, Right, and Interest of the Grantee or Grantees, Lessee or Lessees, in

Power to grant Conveyances in Fee Farm of Messuages, &c., comprised in Leases already granted or hereafter to be granted.

or to the same Hereditaments and Premises, at the Time of the making of such Conveyance, Demise, or Lease, under or by virtue of his, her, or their then existing Lease or Leases for a Life or Lives, as also to the Benefit and Advantage to be derived by him, her, or them by the Change of Tenure which will be thereby effected; and so that for the making any such Conveyance, Demise, or Lease no Sum of Money or other Thing, by way of Fine, Premium, or Foregift, shall be taken or received.

Rent reserved to be payable clear of all Deductions.

Counterparts of the Conveyances to be executed, and to contain certain Covenants.

II. Provided always, and it is hereby further enacted, That the Rent or Rents to be reserved or limited and made payable upon or in respect of every such Conveyance, Demise, or Lease as aforesaid shall be made payable clear of all Deductions whatsoever; and the Person or Persons, Lessee or Lessees, to whom any such Conveyance, Demise, or Lease shall be made, shall duly seal and deliver a Counterpart or Duplicate of such Conveyance, Demise, or Lease, and therein enter into Covenants for the due Payment of the Rent to be thereby reserved or limited and made payable, and such other Covenants, Conditions, and Agreements as in the Discretion of the Person or Persons making or granting such Conveyance, Demise, or Lease shall be deemed requisite or necessary for the Security of the said Rent, and of the Hereditaments out of which the same shall or may be reserved or made payable as aforesaid; and in every such Conveyance in Fee Farm there shall be contained such Powers of Distress, Entry, and Perception of Rents and Profits, on Nonpayment of the Rent or Rents respectively to be thereby reserved or limited and made payable, as shall be thought reasonable by the Person or Persons making such Conveyance; and in every such Demise or Lease for Years there shall be contained such Clause in the Nature of a Condition of Re-entry on Nonpayment of the Rent or Rents respectively to be thereby reserved as the Person or Persons granting such Demise or Lease shall think proper and reasonable.

Conveyances to be good notwithstanding any Charges upon the Premises; and the Rents reserved on Conveyance to go to the Persons who would otherwise have been entitled to Receipt of the same.

III. And be it further enacted, That all such Conveyances, Demises, and Leases respectively so as aforesaid to be made by the said *George Harry* the present Earl of *Stamford and Warrington*, and by such other Person or Persons as is or are hereby authorized to make such Conveyances, Demises, and Leases respectively, and also all Conveyances in Fee Farm, and all Demises or Leases for any Term or Number of Years, of the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises comprised in the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, or any Part thereof, for Building or other Purposes of Improvement, and of any Rivers, Brooks, Streams of Water, Waters, Watercourses, Springs, Powers or Privileges, which, in exercise of the Power in that Behalf contained in the same Indenture of Settlement, shall or may at any Time after the passing of this Act be made by the said *George Harry* the present Earl of *Stamford and Warrington*, and by such other Person or Persons as is or are by the said Indenture of the Third Day of *December* One thousand eight hundred and twenty-four authorized to make such Conveyances, Demises, or Leases as last aforesaid, shall, from and after the making thereof respectively, be

valid and effectual, both at Law and in Equity, according to the true Intent and Meaning thereof, not only against the said *George Harry* the present Earl of *Stamford and Warrington*, or the other Person or Persons so making and executing such Conveyances, Demises, or Leases respectively, and his, her, or their Heirs, Executors, and Administrators, but also against the Person or Persons claiming any Estate, Interest, or Charge in or upon the Hereditaments and Premises to be comprised in such Conveyances, Demises, or Leases respectively, or any Part thereof, in respect of the said Sums of Five thousand Pounds and Five thousand Pounds charged by the said *Mary* Countess of *Stamford* deceased, as herein-before in the Recitals of this Act noticed and referred to, or either of them, or the Interest thereof, or any Part thereof respectively, or in respect of the said Sum of Ten thousand Pounds provided by the herein-before recited Indenture of Settlement of the Eighth Day of *Decembre* One thousand seven hundred and ninety-seven, for the Portions of the younger Children of the said *George Harry* late Earl of *Stamford and Warrington* deceased, or the Interest thereof or any Part thereof respectively, and against the said *Thomas Houldworth*, *George Richard Philips*, *James Brierley*, and *Gilbert Winter*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, their and his Assigns, in respect of the said Mortgage Debt or Sum of One hundred thousand Pounds, or the Interest thereof, and also against all Persons whomsoever claiming or to claim any Estate, Interest, or Charge, whether in Possession, Reversion, Remainder, Contingency, Expectancy, or otherwise howsoever, in, to, upon, or out of the same Hereditaments and Premises, or any Part thereof, under or by virtue or means of the several herein-before recited Settlements and Appointments, or any of them; and all and every the Messuages, Mills, Lands, Tenements, Hereditaments, and Premises which shall be so conveyed in Fee Farm as aforesaid shall, from and immediately after the sealing and Delivery of every or any such Conveyance, be and remain freed and absolutely discharged of and from the said Sums of Five thousand Pounds, Five thousand Pounds, and Ten thousand Pounds, and the Interest thereof respectively, and of and from the said Mortgage Debt or Sum of One hundred thousand Pounds, and the Interest thereof, and also of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Conditions, Charges, and Limitations in and by the said herein-before recited Settlements and Appointments respectively, or any of them, limited, declared, or expressed of and concerning the same; and every such Conveyance in Fee Farm to be so made as aforesaid shall, subject to the Limitation, Reservation, and Payment of the Rent or Rents to be thereby respectively reserved or limited and made payable, and to the Powers and Remedies to be provided for the Recovery thereof, and to the Covenants, Conditions, Provisions, and Agreements in the same Conveyances respectively to be contained, operate and enure, and shall be expressed and declared to operate and enure, to the Use of the Person or Persons to whom the same shall be made, and his, her, or their Heirs and Assigns for ever, or otherwise to the Use of such Person or Persons, and his or their Assigns, for his or their Life or Lives, with Remainder to the Use of a Trustee
or

or Trustees during the Life or Lives of such Person or Persons; in Trust for him or them, and his or their Assigns, with Remainder to the Use of such Person or Persons, his or their Heirs and Assigns for ever; and every such Demise or Lease for a long Term of Years so to be made as aforesaid shall thenceforth operate, as to the Hereditaments and Premises to be comprised therein, unto and to the Use of the Lessee or Lessees, and his, her, or their Executors, Administrators, and Assigns, for and during the Term or Terms of Years to be thereby granted or created, as a Charge upon all the aforesaid Uses, Estates, Trusts, Powers, Provisoos, Conditions, and Limitations, and in preference thereto, and also in preference to the said several Sums of Five thousand Pounds, Five thousand Pounds, and Ten thousand Pounds, each and every of them, and the Interest thereof, and to the said Mortgage Debt or Sum of One hundred thousand Pounds, and the Interest thereof, and to all the Charges created or to be created by virtue of the herein-before recited Indentures of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and the Third Day of *December* One thousand eight hundred and twenty-four, or either of them, or of the Powers contained therein respectively, but subject nevertheless to the Payment of the Rent or Rents to be by such Demise or Demises, Lease or Leases respectively, reserved and made payable, and to the Powers and Remedies to be provided for the Recovery thereof, and to the Covenants, Conditions, and Agreements to be contained in such Demises or Leases respectively; provided nevertheless, that when any of the said Messuages, Mills, Lands, Tenements, Hereditaments, and Premises shall be conveyed in Fee Farm, in pursuance of this Act, or of the said Power contained in the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, all and every the Rent and Rents to be reserved or limited and made payable upon or in respect of such Conveyance or Conveyances in Fee Farm respectively shall go and be payable to the Person or Persons who would for the Time being have been entitled to the Receipt of the Rents and Profits of the Hereditaments so conveyed in Fee Farm, if such Conveyances had not been executed; and the same Rents respectively shall, from and after the Creation thereof, stand limited to such or the like Uses, upon and for such or the like Trusts, Intents, and Purposes, and under and subject to such or the like Powers, Provisoos, Conditions, Charges, and Limitations, (including the said Sums of Five thousand Pounds, Five thousand Pounds, and Ten thousand Pounds, and the Interest thereof respectively, and the said Mortgage Debt or Sum of One hundred thousand Pounds, and the Interest thereof,) as the said Messuages, Mills, Lands, Tenements, Hereditaments, and Premises to be so conveyed as aforesaid, and out of which such Rents respectively shall be issuing, would have respectively stood limited and subject to if such Conveyance or Conveyances in Fee Farm thereof had not been made, or as near thereto as the Rules of Law and Equity, the Deaths of Persons, and other Contingencies will admit; and when any of the said Messuages, Mills, Lands, Tenements, Hereditaments, and Premises shall be demised for any longer Term or Terms of Years, in pursuance of this Act, or of the said Power contained in the said Indenture of Settlement of the Third Day of *December* One thousand

thousand eight hundred and twenty-four, all and every the Rent and Rents to be reserved and made payable upon any such Demise or Demises respectively shall be reserved and made payable unto the Person or Persons for the Time being entitled to the Reversion of and in the same Hereditaments immediately expectant on the Determination of the Term or Terms by such Demise or Demises to be created.

IV. And be it further enacted, That from and immediately after any Conveyance in Fee Farm, Demise or Lease for any Term or Number of Years, which may be made or granted in pursuance of this Act, shall have been sealed and delivered by the several Parties thereto whose Executions shall be requisite to give effect to the same, and to the several Powers, Provisoos, Covenants, Conditions, and Agreements therein contained, according to the true Intent and Meaning thereof, the then subsisting Lease for a Life or Lives of the Messuages, Lands, Tenements, or other the Hereditaments and Premises comprised or included in such Conveyance, Demise, or Lease shall cease, determine, and become void, but without Prejudice in any Manner to the Estate or Interest of any Under-lessee or Under-lessees of the same Hereditaments and Premises, or any Part thereof, or to the Estate, Term, or Interest of any Person or Persons becoming or being entitled to any derivative Estate or Interest whatsoever, of, in, or to the said Hereditaments and Premises, or to the Right, Remedy, or Interest of any Person or Persons having any Charge, Interest, or Lien of, in, to, or upon the Hereditaments and Premises comprised in any such Lease for a Life or Lives, and without prejudice also to the Rights or Remedies of any Person or Persons whomsoever, by reason or on account of any previous Breach or Nonperformance of the Covenants, Conditions, and Agreements therein contained, or any of them.

When Conveyances are granted the existing Leases of the same Hereditaments to be void, but without Prejudice to the Under-lessee.

V. Provided always, and be it enacted, That the Person or Persons, Lessee or Lessees, to whom any Conveyance in Fee Farm, or Demise or Lease for any Term or Number of Years, shall be made or granted, under the Powers of this Act, his, her, or their Heirs, Executors, Administrators, or Assigns respectively, shall have, exercise, and be entitled to or to the Benefit of all and every the Rents, Reservations, Covenants, Conditions, Provisoos, and Agreements reserved by or contained in any Under-lease or Under-leases of the Hereditaments and Premises comprised in any Lease or Leases for a Life or Lives which shall cease, determine, and become void under the Provision lastly herein-before contained, and shall have and be entitled to and to the Benefit of all such and the same Remedies, by Distress and Entry, or otherwise, in, upon, or in respect of the same Hereditaments and Premises or any Part thereof, as he, she, or they would have had in case such Lease or Leases for a Life or Lives of the same Hereditaments and Premises were then still subsisting, any Law, Statute, or Usage to the contrary notwithstanding.

Persons to whom Conveyances are granted to be entitled to Rents, &c. reserved in Under-leases.

VI. And be it further enacted, That nothing in this Act contained shall in anywise defeat or prejudice the Powers contained in the herein-before recited Indentures of Settlement of the Eighth Day of

Act not to prejudice the Powers of the Settlements of 8th De-

[Private.]

12 0

December

December 1797
and 3d De-
cember 1824.

December One thousand seven hundred and ninety-seven and the Third Day of *December* One thousand eight hundred and twenty-four, or either of them, to make and grant Conveyances and Demises or Leases of the Hereditaments and Premises therein respectively comprised, so far as the same Powers are still subsisting and capable of being exercised, or the Right or Privilege of any Person or Persons claiming or to claim under any such Lease or Leases for a Life or Lives as is or are herein-before referred to (save and except such of the same Leases as are hereby expressly rendered null and void), to a Renewal or Renewals of the same Lease or Leases under or by virtue of the Covenants and Provisions therein contained.

Act not to
bind John
Grey until
his Consent
be enrolled.

VII. And whereas the said *John Grey*, one of the Sons of the said *Harry Grey* the elder, is now resident in *Canada*, and his Consent to this Act hath not yet been proved; be it therefore enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to affect or in any Manner bind the said *John Grey*, or any Person or Persons claiming or to claim through, from, or under him, any Estate, Right, Title, or Interest whatsoever now vested in him the said *John Grey*, until the said *John Grey* shall signify his Consent to this Act by Writing under his Hand, attested by One or more credible Witness or Witnesses, which Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years from the passing of this Act; and from and after Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding as if such Consent had been obtained and proved before the passing thereof; and such Consent may be given in the Form or to the Effect following; (that is to say,)

Form of
Consent.

‘ I *John Grey* of _____ being one of the Sons of *Harry Grey*
‘ the elder, do hereby consent to an Act of Parliament passed in
‘ the _____ Year of the Reign of Queen *Victoria*, intituled
‘ [*here insert the Title of this Act*]. Given under my Hand this
‘ _____ Day of _____ One thousand eight hundred
‘ and _____
‘ _____
‘ Witness _____

General
Saving.

VIII. 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 Heirs, Successors, Executors, Administrators, and Assigns, (other than and except all and every the Person or Persons having or claiming, or who shall or may, after the passing of this Act, have or claim, any Right, Title, Charge, or Interest of, in, to, upon, or out of the said Messuages, Mills, Lands, Tenements, Hereditaments, and Premises, in respect or on account of the said Sums of Five thousand Pounds and Five thousand Pounds, or either of them, or the Interest thereof or any Part thereof respectively, or the said Sum of Ten thousand Pounds provided for the Portions of the younger Children of the said *George Harry* late Earl of *Stamford and Warrington*, deceased, by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, or the Interest of the same Sum or any Part thereof respectively; and also

also except the said *Thomas Houldsworth*, *George Richard Philips*, *James Brierley*, and *Gilbert Winter*, their Executors, Administrators, and Assigns, in respect of the said Mortgage Debt or Sum of One hundred thousand Pounds, and the Interest thereof or any Part thereof respectively; and also except the said *George Harry* the present Earl of *Stamford and Warrington*, and his Assigns, and the said *Alexander Baron Ashburton*, his Executors, Administrators, and Assigns; and also except the said *John Thomas Law* and Lady *Henrietta Charlotte* his Wife, their Executors, Administrators, and Assigns, in respect of the Part or Share, Parts or Shares, as well original as accrued, of the said Lady *Henrietta Charlotte Law*, or of the said *James Thomas Law* in her Right, in the said Sum of Thirty thousand Pounds, to be raised under or by virtue of the Trusts of the said Term of Six hundred Years created by the herein-before recited Indenture of Settlement of the Eighth Day of *December* One thousand seven hundred and ninety-seven, and the Interest thereof; and also except the said *Henry Booth Grey*, in respect of his Part or Share, Parts or Shares, as well original as accrued, in the said Sum of Thirty thousand Pounds; and the said *John Cotes*, his Executors, Administrators, and Assigns; and the said Sir *John Benn Walsh* and his Assigns, and the said *Arthur Walsh*, *Digby Walsh*, and *Maria Katharine Walsh*, and all and every other the Children of the said Sir *John Benn Walsh* by the said Lady *Jane* his Wife, now born or hereafter to be born; and also except the said *George Harry* the present Baron *Grey of Groby*, and the Heirs Male of his Body; and the said *Henry Booth Grey*, and his Assigns, in respect of his Life Estate in Remainder under and by virtue of the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, and his First, Second, Third, Fourth, Fifth, Sixth, and every other Son, and the Heirs Male of their Bodies respectively; and also except the said *Wilbraham Egerton*, his Executors, Administrators, and Assigns; and also except the said *James Thomas Law* and Lady *Henrietta Charlotte* his Wife, their Executors, Administrators, and Assigns, the said Sir *John Benn Walsh* and Lady *Jane* his Wife, their Executors, Administrators, and Assigns, and all and every the Daughter or Daughters of the said *George Harry* the present Earl of *Stamford and Warrington* who may be hereafter born, her or their Executors, Administrators, and Assigns; and the said *Margaret Henrietta Maria Grey*, her Executors, Administrators, and Assigns, and all and every the Daughter and Daughters of the said *Henry Booth Grey* who may be hereafter born, her or their Executors, Administrators, and Assigns, in respect of the said Sum of Twenty thousand Pounds to be raised in the Events mentioned in the herein-before recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-four, under or by virtue of the Trusts of the said Term of Two thousand Years thereby created; and also except the said *William Booth Grey* and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and the said *Booth Grey*, and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and the said *Harry Grey* the elder, and his Assigns; and the said *Harry Grey* the younger, and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and the said *John Grey*, and his Assigns,

Assigns, and his First and other Sons; and the Heirs Male of their Bodies respectively; and the said *William Grey*, and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and the said *George Grey*, and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and the said *Reginald Grey*, and his Assigns, and his First and other Sons, and the Heirs Male of their Bodies respectively; and also except the Sixth and every other Son of the said *Harry Grey* the elder, and the Heirs Male of their Bodies respectively; and also except the Heirs of the Body of the said *George Harry* Baron *Grey* of *Groby*, deceased; and also except the said *George Harry* the present Earl of *Stamford and Warrington*, his Heirs and Assigns; and also except all and every other Persons and Person having or claiming, or who shall or may hereafter have or claim, any Estate, Charge, Right, Title, or Interest of, in, to, or upon the said Messuages, Mills, Lands, Tenements, Hereditaments, and Premises, under or by virtue of the several herein-before recited Settlements, Appointments, and Mortgage, or any of them, or under the Exercise of any Power or Powers contained in the same Settlements or any of them,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, as they or any of them had held or enjoyed before the passing of this Act, or could or might or ought to have had, held, or enjoyed in case this Act had not been passed.

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

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

LONDON : Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1839.