



ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. 27.

An Act for vesting certain detached Estates devised by the Will of the late *Henry Charles Aston* Esquire, deceased, in Trustees, upon Trust to raise Money for the Purchase of an Estate called the *Dutton Estate*, in the County of *Chester*, and for other Purposes incidental thereto.

[27th June 1834.]

WHEREAS *Henry Charles Aston*, late of *Aston* in the County of *Chester*, Esquire, by his last Will and Testament in Writing, duly executed and attested so as to pass Freehold Estates by Devise, and bearing Date on or about the Thirty-first Day of *January* in the Year One thousand eight hundred and seventeen, gave and bequeathed all his Personal Estate and Effects to the Executors of his Will therein-after named, their Executors, Administrators, and Assigns, in Trust that they or the Survivor of them, or the Executors or Administrators of such Survivor, should so soon as conveniently might be after his Decease sell all or such Part thereof as might be necessary, and apply the Money arising from such Sale in paying off and discharging (as far as the same would extend) such Charges and other Incumbrances as then were or thereafter might be charged on all or any Part of his Freehold Estates, and which should be subsisting at the Time of his Death, and after Payment thereof to

Will of
H. C. Aston,
dated 31 Jan.
1817.

[*Private.*]

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stand possessed of the Residue of his Personal Estate in Trust to pay the following Legacies, which he thereby gave to the several Persons therein-after named; (that is to say,) the Sum of Twenty thousand Pounds to his Daughter *Harriet Aston*, (now the Wife of the Honourable and Reverend *Arthur Chetwynd Talbot*,) if she should attain the Age of Twenty-one Years, or marry, whichever should first happen, but in case she should happen to die before she should attain that Age, and unmarried, (being an Event which cannot now happen,) then he directed that the said Sum of Twenty thousand Pounds should sink into the Residue of his Personal Estate; and the said Testator, after directing the Investment by his said Executors of the said Sum of Twenty thousand Pounds, after having paid the Legacy Duty thereon, and which he authorized them to deduct and retain out of the same, in any of the Government or Public Stocks or Funds, or on Real Securities, as therein mentioned, and the Application of the Dividends or Interest thereof for the Maintenance and Education of his said Daughter until she should attain the Age of Twenty-one Years or be married, and the Accumulation of the Surplus of such Dividends or Interest for her Benefit, gave and bequeathed to his Brother *Arthur Ingram Aston*. (in the said Will called *Arthur Aston*) the Sum of Two thousand Pounds, and to his the said Testator's Sister *Harriet Elizabeth Frances Aston* Two thousand Pounds; and, subject and charged as aforesaid, he directed his said Trustees to stand possessed of such Personal Estate and Effects upon such and the same Trusts, and to and for such and the same Persons, and for such and the like Estates as he therein-after expressed and declared of and concerning his Real Estates, or as nearly thereto as the Rules of Law and Equity and the different Nature of the Property would admit, but nevertheless that such Personal Estate and Effects should not vest in any Person or Persons entitled under his said Will to any Interest in his Real Estates, for the Purposes of Transmission, unless such Person should attain his or her Age of Twenty-one Years; and the said Testator thereby gave, directed, limited, and appointed all his Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, of which he was then seised in Possession, Reversion, Remainder, or Expectancy, or any other Manner whatsoever, (except such Estates as were then in mortgage to him,) unto the Reverend *George Heron* of *Daresbury* in the County of *Lancaster*, Clerk, and *Thomas Legh* of *Lyme Park* in the County of *Chester*, Esquire, their Heirs and Assigns, to the Use of *Hugo Charles Meynell* of *Hore Cross* in the County of *Stafford*, Esquire, and *James Hugo Greenwell* of *Bentinck Street* in the Parish of *Saint Mary-lebone* in the County of *Middlesex*, Gentleman, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to commence on the Day of his the said Testator's Decease, upon the Trusts and for the Purposes therein-after mentioned; and after the Determination of the said Term of Two thousand Years, and in the meantime subject thereto, to the Use and Intent that his said Brother *Arthur Ingram Aston*, therein called *Arthur Aston*, and his Assigns, should receive during his Life an Annuity of Three hundred Pounds, to be payable and paid at the Times and in the Manner therein mentioned; and, subject thereto, to the Use of the said Testator's

tor's Son *Arthur Wellington Hervey Aston* (in the said Will called *Arthur Wellington Aston*) and the Heirs Male of his Body lawfully issuing; Remainder to the Use of his the said Testator's Daughter the said *Harriet Aston* and the Heirs of her Body; Remainder to the Use of any other Son or Sons of the said Testator's Body lawfully issuing, and the Heirs of their Bodies, such Sons and the Heirs of their Bodies to take in Succession and according to Priority of Birth; Remainder to the Use of any other Daughter or Daughters of his Body lawfully issuing, and the Heirs of their Bodies, to take in Succession and according to Priority of Birth; Remainder to the Use of his the said Testator's Brother the said *Arthur Ingram Aston* and his Assigns for his Life, with such Powers of jointuring and charging Portions as in the said Will mentioned; Remainder to the Use of the said *George Heron* and *Thomas Legh* and their Heirs, during the Life of the said *Arthur Ingram Aston*, upon Trust to preserve contingent Remainders; Remainder to the Use of the First Son of the Body of his the said Testator's said Brother *Arthur Ingram Aston* in Tail Male; Remainder to the Use of the Second, Third, Fourth, and all and every other Son and Sons of the Body of his said Brother, severally and successively in Tail Male; Remainder to the Use of all and every the Daughter and Daughters of his said Brother, severally and successively, as Tenants in Common, with Cross Remainders in Tail General; with Remainder to the Use of the said Testator's own right Heirs for ever; and the said Testator thereby declared that the said Term of Two thousand Years was so devised to the said *Hugo Charles Meynell* and *James Hugo Greenwell*, their Executors, Administrators, and Assigns, in Trust that they the said *Hugo Charles Meynell* and *James Hugo Greenwell*, and the Survivor of them, and the Executors or Administrators of such Survivor, should by Mortgage, Sale, or other Disposition of the said Freehold Manors and Hereditaments comprised in the said Term of Two thousand Years, or any Parts or Part thereof, for all or any Part of the said Term, or by and out of the Rents, Issues, and Profits thereof, or by all or any of the said Ways and Means, or such other Ways and Means as the said Trustees or Trustee should think reasonable, levy and raise such Sum and Sums of Money as should or might be necessary for the Payment and Satisfaction of all or so much of his said Debts, Charges, and Incumbrances, and the several Legacies aforesaid, as his Personal Estate and Effects should not be sufficient to pay, and which the said Testator did thereby in such Case charge on his said Real Estates; and subject thereto, and in Trust for better securing the Payment of the said Annuity or Rent-charge of Three hundred Pounds to his said Brother and his Assigns for his Life at the Days and Times and in Manner therein-before appointed for Payment of the same, with Power of Entry in case the said Rent-charge should be in arrear; and upon Trust that in case his said Brother, or the First or other Son of his Body, or the Heirs Male of the Body of such Son, or any Daughter or Daughters of the Body of his said Brother, or the Heirs of the Body of such Daughter or Daughters, should become entitled in Possession to his said Real Estate under or by virtue of his said Will, then by all or any of the Ways and Means aforesaid to levy and raise the Sum of Ten thousand Pounds

Pounds of lawful Money as aforesaid, and to pay the same to his said Sister *Harriet Elizabeth Frances Aston*, in case she should be living at the Time of his said Brother, or any of his Sons or Daughters, or the respective Heirs of their Bodies, becoming so entitled as aforesaid; and the said Testator thereby provided that in case his Personal Estate and Effects should not be sufficient to pay the said Sum of Twenty thousand Pounds so given to his said Daughter as aforesaid, the said *Hugo Charles Meynell* and *James Hugo Greenwell*, or the Survivor of them, and the Executors and Administrators of such Survivor, should levy and raise by all or any of the Ways and Means aforesaid, yearly and every Year, until the said Sum of Twenty thousand Pounds should become payable, such Sum and Sums of Money for the Maintenance and Education of his said Daughter *Harriet* as his said Executors should think fit and proper, so as nevertheless no greater Sum than Three hundred Pounds should be raised or applied within any One Year for such Purpose; and he thereby appointed the said *Arthur Ingram Aston* and *George Heron* to be Guardians of his said Son and his said Daughter *Harriet*, and also to be joint Executors of his said Will: And whereas the said *Henry Charles Aston* departed this Life on or about the Thirtieth Day of *January* One thousand eight hundred and twenty-one, without having altered or revoked his said Will; and the said Will was afterwards duly proved, *videlicet*, on the Thirty-first Day of *July* One thousand eight hundred and twenty-one, by the said *George Heron*, and on the Twelfth Day of *April* One thousand eight hundred and thirty-three by the said *Arthur Ingram Aston*, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas there was Issue of the said *Henry Charles Aston* Two Children only, *videlicet*, the said *Arthur Wellington Hervey Aston* (in the said Will called *Arthur Wellington Aston*), his only Son and Heir at Law, who is an Infant of the Age of Seventeen Years, and the said *Harriet Aston* (now *Harriet Talbot*) his only Daughter, who is also an Infant of the Age of Nineteen Years: And whereas the said *Arthur Ingram Aston*, the said Testator's Brother, is a Bachelor: And whereas the said *George Heron* departed this Life on or about the Twenty-fourth Day of *January* One thousand eight hundred and thirty-two: And whereas all the Simple Contract and other Debts of the said Testator have been paid and satisfied, save as appears by the Master's Report dated the Eleventh Day of *March* One thousand eight hundred and thirty-four, hereinafter recited: And whereas by an Order of the High Court of Chancery, bearing Date the Ninth Day of *June* One thousand eight hundred and thirty-two, and made in Two several Causes then and still depending in that Court, in the First whereof the said *Arthur Wellington Hervey Aston* an Infant, by the Reverend *James Sumner* his next Friend, was Plaintiff, and the said *George Heron*, *Hugo Charles Meynell*, *James Hugo Greenwell*, *Thomas Legh*, *Harriet Aston*, and *Arthur Ingram Aston* were Defendants, by original and amended Bill, and in the Second whereof the said *Arthur Wellington Hervey Aston*, by his said next Friend, was Plaintiff, and the said *Hugo Charles Meynell*, *James Hugo Greenwell*, *Thomas Legh*, *Harriet Aston*, and *Arthur Ingram Aston* were Defendants, by amended Supplemental Bill, it was referred to *William Brougham* Esquire, one of the Masters of the said Court, to consider certain Proposals which had been made for

Order of
the Court of
Chancery,
dated 9 June
1832.

for the Marriage of the said *Harriet Aston* with the Honourable and Reverend *Arthur Chetwynd Talbot*, and what would be a proper Settlement on such Marriage: And whereas the said Master, by his Report made in pursuance of the said Order, and bearing Date on or about the Twenty-seventh Day of *June* One thousand eight hundred and thirty-two, certified that he approved of the said Marriage and of the Proposals which had been made for a Settlement, by which Proposals the said Sum of Twenty thousand Pounds was to be assigned to the Honourable *John Chetwynd Talbot* and *Thomas Legh* and *Hugo Charles Meynell* upon the Trusts mentioned in the said Report and in the Indenture next herein-after recited, and that the said *Arthur Chetwynd Talbot* was by the said Settlement to covenant to settle the said Testator's Real Estates as in the said Report mentioned, in the event of his said then intended Wife succeeding thereto: And whereas the said Master's said Report was confirmed by another Order of the said Court made in the said Causes, and bearing Date on or about the Twenty-ninth Day of *June* One thousand eight hundred and thirty-two, and by the said last-mentioned Order it was referred back to the said Master to approve of a Settlement in pursuance of the said Proposals: And whereas by Indenture bearing Date on or about the Tenth Day of *July* One thousand eight hundred and thirty-two, and made or expressed to be made between the said *Arthur Chetwynd Talbot* of the First Part, the said *Hugo Charles Meynell* of the Second Part, the said *Harriet Aston* of the Third Part, the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell* of the Fourth Part, the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell* of the Fifth Part, and *Edgar Taylor* Gentleman, and *Jeremiah Ginders* Gentleman, of the Sixth Part, after reciting the said Will of the said *Henry Charles Aston* and otherwise as therein recited, she the said *Harriet Aston* assigned the said Legacy or Sum of Twenty thousand Pounds so bequeathed to her as aforesaid, and the Interest to become due in respect thereof, unto the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, their Executors, Administrators, and Assigns, and it was declared that the said Trustees should stand possessed of the said Legacy of Twenty thousand Pounds upon Trust, in the first place, to pay thereout the Legacy Duty, amounting to the Sum of Two hundred Pounds, chargeable on the same Legacy, and, in the next place, to pay thereout the Sum of Five hundred Pounds into the Hands of the said *Hugo Charles Meynell* as and for the Repayment to him of the Expences incurred in the Outfit and Preparation for the Marriage of the said *Harriet Aston*, and as to the Sum of Nineteen thousand three hundred Pounds, the Residue of the said Sum of Twenty thousand Pounds, upon Trust to permit the same to remain and be upon the Security of the said Manors and Hereditaments as therein-before mentioned, or to call in or otherwise to convert the same into Money, and to lay out the same in the Names of the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, in the Purchase of a competent Share or competent Shares of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and from Time to Time to alter, vary, and transpose the said Trust Monies, Stocks, Funds, and Securities

Master's Report, dated 27 June 1832.

Confirmation of Master's Report, 29 June 1832, and Reference to consider Marriage Settlement, Marriage Settlement of Arthur Chetwynd Talbot with Harriet Aston, dated 10 July 1832.

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for, into, or upon other Stocks, Funds, and Securities of the like Nature, so that every such calling in, Sale, Conversion, laying out, Investment, Alteration, Variation, and Transposition should, during the Lives of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, be made with their joint Consent in Writing, and after the Decease of either of them with the Consent in Writing of the Survivor of them, and after the Decease of such Survivor at the sole Discretion and of the sole Authority of the said Trustees or Trustee for the Time being; and it was thereby further declared, that the said Trustees should stand and be possessed of and interested in the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, upon Trust, during the joint Lives of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, to pay the Sum of One hundred and fifty Pounds, Part of the Interest, Dividends, and annual Produce thereof, unto and for the sole and separate Use of the said *Harriet Aston* as therein mentioned, and to pay the Residue of the said Interest, Dividends, and annual Produce unto the said *Arthur Chetwynd Talbot* and his Assigns during his Life, or until he should take the Benefit of the Insolvent Act or execute any general Assignment for the Benefit of his Creditors; and after the Determination of the Life Estate of the said *Arthur Chetwynd Talbot* during the said Coverture, by reason of his taking the Benefit of the Insolvent Act, or executing any Assignment for the Benefit of his Creditors as aforesaid, upon Trust either to pay the Residue of the said Interest, Dividends, and annual Produce during the Residue of the said Coverture unto and for the sole and separate Use of the said *Harriet Aston*, independently and exclusively of the said *Arthur Chetwynd Talbot*, or to pay or apply the same in such Manner for the Benefit and Advantage of the said *Harriet Aston*, and the Children or other Issue of the said then intended Marriage, as the said Trustees should think fit; and after the Decease of the said *Arthur Chetwynd Talbot*, upon Trust to pay the said Interest, Dividends, and annual Produce unto, or permit the same to be received by, the said *Harriet Aston* and her Assigns for her Life; and after the Decease of the Survivor of them to stand possessed of the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, in Trust for all and every, or such One or more exclusively of the other or others, of the Children or remoter Issue of the said then intended Marriage, in such Proportions, at such Times, and in such Manner as the said *Arthur Chetwynd Talbot* and *Harriet Aston*, or the Survivor of them, should by the Means in the said Indenture mentioned appoint; and in default of such Appointment, if there should be but One Child of the said then intended Marriage, the said Trust Monies, Stocks, Funds, and Securities should be an Interest vested in such only Child, being a Son, at his Age of Twenty-one Years, or, being a Daughter, at her Age of Twenty-one Years or on the Day of her Marriage, which should first happen, and to be paid or assured to him or her on or at the same Age, Day, or Time, if the same should happen after the Decease of the Survivor of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, but if the same should happen in the Lifetime of them or the Survivor of them, then immediately after the Decease of such Survivor; and if there should be Two or more such Children, then, in default of such
Appointment

Appointment as aforesaid, the said Trust Monies, Stocks, Funds, and Securities should be paid, transferred, or assigned to, between, or among such Two or more Children in equal Shares, the Share or Shares of such of them as should be a Son or Sons to be an Interest vested or Interests vested in him or them respectively at his or their Age or Ages of Twenty-one Years, and the Share or Shares of such of them as should be a Daughter or Daughters to be an Interest vested or Interests vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, and be paid, transferred, or assigned to him, her, or them respectively at the said Days or Times respectively if the same should happen after the Decease of the Survivor of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, but if the same should happen in the Lifetime of them or the Survivor of them, then immediately after the Decease of such Survivor, and with Benefit of Accruer or Survivorship between the said Children respectively, as well as to their original as any additional Share or Shares, in the Event of the Death of any One or more of them, as to a Son or Sons under the Age of Twenty-one Years, and as to a Daughter or Daughters under that Age and without having been married; and if there should be no Child or Children, or remoter Issue of the said then intended Marriage, who, under the Trusts, Powers, and Authorities aforesaid, should become absolutely entitled to the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, then the same should be in Trust for the Survivor of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, and his or her Executors or Administrators, for his or her own Use; and by the said Indenture now in recital the said *Arthur Chetwynd Talbot* covenanted with the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, that if the said Manors and other Hereditaments mentioned and comprised in the said Will of the said *Henry Charles Aston* deceased, and thereby limited and settled upon or to or for the Use of the said *Harriet Aston* and the Heirs of her Body, immediately expectant on the Decease of the said *Arthur Wellington Hervey Aston* without leaving Issue of his Body capable of inheriting thereto, should at any Time thereafter, under the said Will, descend or come for an Estate Tail in Possession upon or to the said *Harriet Aston*, then he the said *Arthur Chetwynd Talbot* would join and concur, and use his Interest and endeavour to procure the said *Harriet Aston* to join and concur, in such Deed or Deeds, Assurance or Assurances, as might be deemed necessary to make One or more Tenant or Tenants to the Præcipe, so as to suffer One or more Recovery or Recoveries of the said Manor, Lands, and Hereditaments so limited by the said Will as aforesaid; and it was thereby agreed and declared, that such Recovery and Recoveries and Assurances should operate and enure to the Use of the said *Arthur Chetwynd Talbot* and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of the said *Edgar Taylor* and *Jeremiah Ginders*, their Heirs and Assigns, during the Life of the said *Arthur Chetwynd Talbot*, upon Trust to preserve contingent Remainders; Remainder to the Use of the said *Harriet Aston* and her Assigns, during her Life, without Impeachment of Waste; Remainder to

to the said *Edgar Taylor* and *Jeremiah Ginders*, and their Heirs, during her Life, upon Trust to preserve contingent Remainders; Remainder to the Use of the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years thenceforth next ensuing, upon the Trusts therein-after expressed concerning the same; Remainder to the Use of the First and other Sons of the said then intended Marriage lawfully to be begotten, severally and successively according to Priority of Birth, in Tail General; Remainder to the Use of all and every the Daughters or Daughter of the said then intended Marriage, or such One or more exclusively of the others or other of such Daughters, and the Heirs of the Body of such Daughter or Daughters, as the said *Arthur Chetwynd Talbot* and *Harriet Aston* should, by the Means in the said Indenture mentioned, appoint, and in default of such Appointment, and so far as the same should not extend, then as the Survivor of them the said *Arthur Chetwynd Talbot* and *Harriet Aston* should, by the Means in the said Indenture mentioned, appoint, and in default of such Appointment, and so far as the same should not extend, to the Use of all and every the Daughter and Daughters of the said then intended Marriage, as Tenants in Common, in Tail General, with Cross Remainders between them in Tail; with Remainder to such Uses generally as the said *Arthur Chetwynd Talbot* and *Harriet Aston* jointly, or as the said *Harriet Aston* solely, in case she should survive the said *Arthur Chetwynd Talbot*, should, by the Means therein expressed, appoint; and in default of such Appointment, to the Use of the said *Arthur Ingram Aston* and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of the said *Edgar Taylor* and *Jeremiah Ginders*, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the Body of the said *Arthur Ingram Aston* lawfully to be begotten, severally and successively, according to Priority of Birth, in Tail General; Remainder to the First and other Daughter and Daughters of the said *Arthur Ingram Aston*, severally and successively as aforesaid, in Tail General; with Remainder to the Use of the Heirs of the said *Henry Charles Aston* the Testator; and the said Indenture contains a Declaration that the said Term of Five hundred Years was so limited in Use to the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, their Executors, Administrators, and Assigns, upon Trust, if there should be any Child or Children of the said then intended Marriage, other than and except an eldest or only Son or other Child or Children who, by virtue of or under the Limitations or the Exercise of the Power of Appointment herein-before contained, should for the Time being be seised of the actual Freehold of the said Manors, Lands, and Hereditaments, or entitled to the same in Remainder immediately expectant on the Decease of the Survivor of them the said *Arthur Chetwynd Talbot* and *Harriet Aston*, and the Determination of the said Term of Five hundred Years, that they the said Trustees, or the Survivors or Survivor of them, his Executors, Administrators, or Assigns, should, by the Ways or Means therein expressed, raise and levy such Sum or Sums of Money for the Portion or Portions of such Child or Children as therein and

herein-after mentioned; (*videlicet*,) if there should be but One such Child other than as aforesaid, the Sum of Ten thousand Pounds; and if there should be Two such Children, and no more (other than as aforesaid), then the Sum of Fifteen thousand Pounds; and if there should be Three or more such Children (other than as aforesaid), then the Sum of Twenty thousand Pounds; the Sum so provided for Portions as aforesaid to be paid at such Age or Ages, Days or Times, and in such Proportions and Manner, as in the said Indenture mentioned; and upon further Trust that the said Trustees, or the Survivors or Survivor of them, his Executors, Administrators, or Assigns, should suffer the Rents and Profits of the said Hereditaments comprised in the said Term, which should remain after answering the Trusts thereof, to be received by the Person or Persons for the Time being entitled to the said Hereditaments in Remainder expectant on the Determination of the same Term: And whereas the Marriage between the said *Arthur Chetwynd Talbot* and *Harriet Aston* was duly solemnized, and there is now Issue of the said Marriage Two Children only, namely, *Harriet Cecil Talbot* and *Charles Arthur Chetwynd Talbot*, who was born on the Eleventh Day of *May* One thousand eight hundred and thirty-four: And whereas by a Decree made in the Causes aforesaid, and in another Cause then and still pending in the said Court, in which the said *Hugo Charles Meynell* and *James Hugo Greenwell* were Plaintiffs, and the said *Arthur Wellington Hervey Aston*, *Arthur Chetwynd Talbot* and *Harriet* his Wife, and *Harriet Cecil Talbot* their Daughter and only Child, and the said *Arthur Ingram Aston*, and the said *John Chetwynd Talbot*, *Thomas Legh*, and *Harriet Elizabeth Frances Aston*, were Defendants, (and which Decree bears Date on or about the Thirteenth Day of *December* One thousand eight hundred and thirty-three,) it was declared that the Will of the said Testator *Henry Charles Aston* was well proved, and that the same ought to be established and the Trusts thereof performed and carried into execution, and it was ordered and decreed accordingly; and it was ordered that it should be referred to the said Master to take the usual Accounts of the said Testator's Personal Estate not specifically bequeathed, and of his Debts and Funeral and Testamentary Expences, and of the Legacies and Annuities and Arrears of Annuities given by his said Will, and that the said Master should cause Advertisements to be published in the *London Gazette*, and such other public Papers as he should think fit, for the Creditors of the said Testator to come in before him and prove their Debts, and he was to fix a peremptory Day for that Purpose, and such of them as should not come in and prove their Debts by the Time so to be limited were to be excluded the Benefit of the said Decree; and it was ordered that the said Testator's Personal Estate, not specifically bequeathed, should be applied in Payment of his Debts and Funeral Expences in a due Course of Administration, and then in Payment of his Legacies and Annuities; and the said Master was to enquire of what the Testator's Real and Personal Estates consisted, and what Charges and Incumbrances there were affecting the same or any Parts thereof respectively, and he was to state the Priority of such Charges and Incumbrances; and the said Master was also to enquire whether the Testator's Personal Estate was sufficient to pay his Debts, Funeral

Decree of
the Court of
Chancery,
dated 13 Dec.
1833.

[*Private.*]

Articles of
Agreement
dated
16 Nov. 1833,
for the Pur-
chase of Dut-
ton Estate.

Expences and Legacies, Charges and Incumbrances, and if not, what was the Extent of the Deficiency, and how the same ought to be raised, and whether it was necessary or expedient under the Circumstances of the Case that any and what Part of the Testator's Real Estates should be sold or mortgaged for raising the Whole or any Part of such Deficiency, if any, as the Master might find to be chargeable thereon; and it was ordered that the Receiver appointed in the first-mentioned Cause of the Real Estate, and in the Two first-mentioned Causes of the Personal Estate, should be continued, and the said Receiver was to continue to keep distinct Accounts of such Real and Personal Estates of the said Testator; and it was ordered that it be referred to the said Master to tax all Parties their Costs as therein mentioned and directed: And whereas by Articles of Agreement, bearing Date on or about the Sixteenth Day of *November* One thousand eight hundred and thirty-three, and made between *Peter Langford Brooke* of *Mere Hall* in the said County of *Chester*, Esquire, of the one Part, the said *Arthur Ingram Aston*, as the surviving Executor and Testamentary Guardian named in the said Will of the said *Henry Charles Aston*, of the other Part, it is witnessed, that the said *Peter Langford Brooke* thereby agreed to sell, and the said *Arthur Ingram Aston* (as such Executor and Testamentary Guardian, and on behalf of the said *Arthur Wellington Hervey Aston* his Nephew, the only Son and a Devisee of the Real Estates of the said *Henry Charles Aston*, and of the other Persons interested in Remainder in the said Estates under the said Will, and subject to the Approbation and Sanction of the Court and Parliament, as therein-after mentioned,) agreed to purchase, for the Purpose of Annexation to the said devised Estates, all that the Estate and Lands of the said *Peter Langford Brooke* in the County of *Chester* called the *Dutton Estate*, mentioned or described in the Schedule or Particulars thereunto annexed, with the Timber thereon, and the Appurtenances thereunto belonging, and the Fee Simple and Inheritance thereof, free from all Incumbrances, at the Price or Sum of One hundred thousand Pounds; and the said *Peter Langford Brooke* thereby agreed forthwith, at his own Expence, to deliver an Abstract of his Title, and to deduce a good Title to the said Estate to the Satisfaction of the Master and Court of Chancery, and by all good and sufficient Assurances, to be prepared at the Purchaser's Expence, to convey and assure the said Estate to the said *Arthur Ingram Aston* as such Executor as aforesaid, or as he or the Court of Chancery, or the Act of Parliament therein-after mentioned, should direct, on Payment of the said One hundred thousand Pounds, or on Payment of Sixty thousand Pounds, and taking a Conveyance subject to an existing Mortgage to the Bank of *England* for Forty thousand Pounds; and it was thereby agreed, that the said Purchase Money (if the Purchase should not be completed before the Twenty-fifth Day of *March* then next) should bear Interest at the Rate of Four Pounds *per Centum per Annum* from the said Twenty-fifth Day of *March* until the Sixth Day of *July* then following, and thenceforth at Five Pounds *per Centum per Annum*, until Payment of the Purchase Money, and that the Purchaser should, from the said Twenty-fifth Day of *March*, take the Rents of and bear the Outgoings upon the said Estate, but that up to the said Twenty-fifth Day

Day of *March* the Vendor should take the Rents and bear the Outgoings, and should be entitled to all necessary Powers and Remedies for the Recovery thereof, and no Interest should be payable, and that in the meantime no Timber should be cut, except for Repairs, and also except as therein-after mentioned; and the said *Arthur Ingram Aston*, in consideration of the Premises, agreed forthwith to apply or cause Application to be made to the Court of Chancery to sanction the said Purchase, and, if approved by the Court, to apply or cause Application to be made to Parliament for the requisite Parliamentary Authority to carry such Purchase into effect, and raise the Purchase Money or Balance thereof beyond Forty thousand Pounds; and that he would use all reasonable Diligence in the Prosecution of such Applications; and it was thereby declared, that in the Event of the Court refusing such Sanction, or of Parliament refusing, on Application during the then ensuing Session, to pass the requisite Bill, the Contract should on such Refusal of the Court, or at the End of the then next Session of Parliament, or as soon as it should be ascertained that Parliament would not grant Relief in the Premises (whichever of such Events should first happen), determine and be at an End at Law and in Equity, and that all Liabilities on either Party should thenceforth cease; and it was thereby further declared, that in the Event of any Portion of the said Estate being in the meantime taken by the then intended Railroad Company, the Purchase Money to be paid by the Company for any Land so taken by them should be received by the Vendor and deducted from the said One hundred thousand Pounds as so much Purchase Money received by him on account, except the Sum of Three thousand Pounds by Contract dated the First Day of *June* One thousand eight hundred and thirty-three agreed to be paid by the said Railway Company to the said *Peter Langford Brooke*, which said Three thousand Pounds it was thereby declared should be received by the said *Peter Langford Brooke* as his own Money and not affected by the said Contract; and it was further agreed, that in the Event of it being found desirable or necessary on account of the Progress or intended Progress of such Line of Railway, or for any other sufficient Cause approved by the Purchaser or his Agents, to cut any Timber standing on or adjoining the said intended Line or otherwise, the same Timber might be so felled, and that the Amount thereof should be received and accounted for by the said *Peter Langford Brooke* as so much Purchase Money received by him on account: And whereas by an Order of the said Court made in the several Causes aforesaid on the Petition of the said *Arthur Wellington Hervey Aston*, and bearing Date on or about the Twenty-third Day of *December* One thousand eight hundred and thirty-three, it was referred to the said Master to enquire and state to the Court whether it would be for the Benefit of the said *Arthur Wellington Hervey Aston* and the other Parties interested in the Estates late of the said *Henry Charles Aston* under the Limitations contained in his Will, that the said Contract by the said *Arthur Ingram Aston* for the Purchase of the said *Dutton* Estate should be adopted and carried into effect, and that Application should be made to Parliament for a Bill to enable the Petitioner the said *Arthur Wellington Hervey Aston*, or his Testamentary Guardian or Trustees to be named

Order of the Court of Chancery, 23 Dec. 1833, referring it to the Master to consider Agreement.

Master's Report, dated 11 March 1834, thereon.

named for that Purpose, to carry the said Contract into effect, with Power to raise the Money necessary for that Purpose by Sale or Mortgage of any and which of the Estates in the said Petition mentioned, or by cutting Timber on the said Testator's Estates or the said Estate to be so purchased, or in any and what other Manner, and with Power to invest the Surplus in the Purchase of any other adjoining Estates, or with any and what other Powers and Provisions, or that any and what other Proceedings should be taken as to the said proposed Purchase, or for carrying the same into effect; and the said Master was also to enquire and state out of what Fund the Costs and Expences attending such Application and Proceedings ought to be paid: And whereas the said Master by his Report made in pursuance of the said last-recited Order, and bearing Date on or about the Eleventh Day of *March* One thousand eight hundred and thirty-four, after reciting that he had been attended by the Solicitors for the several Parties in the said Causes, and in their Presence had proceeded in the Matters referred to him by the said Order, and after reciting the said Will of the said *Henry Charles Aston*, the said Master found, that the said Testator departed this Life soon after the making his said Will, (that was to say,) on the said Thirtieth Day of *January* One thousand eight hundred and twenty-one, without having revoked or altered the same, leaving the said *Arthur Wellington Hervey Aston* his only Son and Heir at Law, who was born on the Twenty-first Day of *May* One thousand eight hundred and sixteen, and his Daughter the said *Harriet Aston*, now *Harriet Talbot*, who was born on the Fourth Day of *February* One thousand eight hundred and fifteen, his only other Child, and also leaving the said *Arthur Ingram Aston*, in the said Will called *Arthur Aston*, his Brother, who was without Issue and unmarried, and that the said *George Heron*, one of the Executors named in the said Will, duly proved the said Will on the Thirty-first Day of *July* One thousand eight hundred and twenty-one, in the Prerogative Court of the Archbishop of *Canterbury*; and the said Master further found, that the said Legacy of Two thousand Pounds given to the said *Arthur Ingram Aston* had been long since paid, but that the said Legacy given to the said *Harriet Elizabeth Frances Aston*, the said Testator's Sister, had not been paid, but that all Interest thereon had been paid up to the Time of the said Report, at the Rate of Five Pounds *per Centum per Annum*, and that the said Annuity of Three hundred Pounds to the said *Arthur Ingram Aston* had been regularly paid; and the said Master found, that, under certain Orders and Reports made in the said Two first-mentioned Causes or One of them, *James Heath Leigh* Esquire was appointed Receiver of the Rents of the Real Estate and Receiver of the Personal Estate and Effects of the said Testator; and that the said *George Heron* departed this Life on the Twenty-fourth Day of *January* One thousand eight hundred and thirty-two; and that the said *Arthur Ingram Aston* proved the said Testator's Will in the Prerogative Court aforesaid on the Twelfth Day of *April* One thousand eight hundred and thirty-three; and after stating or referring to the said Order of the Ninth Day of *June* One thousand eight hundred and thirty-two, for considering the said Proposals for the Marriage of the said *Harriet Talbot*, then *Harriet Aston*, with the said *Arthur Chetwynd Talbot*, and the

the Report of the said Master thereupon, and the Confirmation of the said Report, and the said Settlement on the Marriage of the said *Arthur Chetwynd Talbot* and *Harriet Aston*, herein-before respectively recited, the said Master found, that the said Settlement had been executed, and that the said Marriage shortly after took effect, and that the said Sums of Five hundred Pounds and Two hundred Pounds had accordingly, under an Order of Court for that Purpose, made in the said Two first-mentioned Causes, been paid by the said Receiver out of the Rents and Profits of the said Testator's said Real Estates, and applied as directed by the said Settlement, leaving the said Sum of Nineteen thousand and three hundred Pounds remaining a Charge, at Interest at the Rate of Four Pounds *per Centum per Annum*, on the said Testator's Estates under his said Will; and the said Master further found, that there was at present Issue of the said Marriage One Child, namely, the said Defendant *Harriet Cecil Talbot* an Infant, who was born on the Twenty-third Day of *April* One thousand eight hundred and thirty-three; and after stating or finding the said herein-before recited Articles of Agreement of the Sixteenth Day of *November* One thousand eight hundred and thirty-three, the said Master found, that the said *Peter Langford Brooke* had, since entering into the said Agreement, proposed and agreed to let Twenty thousand Pounds, Part of the Purchase Money payable to him, remain on the Security of the said *Dutton* Estate, he receiving a second Mortgage thereof, subject to the said Mortgage to the Bank of *England* for Forty thousand Pounds then existing thereon; and after stating or referring to the said herein-before recited Decree of the Thirteenth Day of *December* One thousand eight hundred and thirty-three, the said Master found, that the Real Estates, late of the said Testator, consisted of the following Particulars; namely, the Mansion House of *Aston Hall* and several Farms in the Township of *Aston* in the County of *Chester*, which (exclusive of the Hall and Grounds which were not let) were of the yearly Rental of One thousand seven hundred and seventy-one Pounds Eight Shillings and Sixpence; and also certain Farms and Lands in the Township of *Sutton*, adjoining the said Township of *Aston*, with certain chief or reserved Rents issuing out of certain other Lands in *Sutton* aforesaid, of the yearly Rental of One thousand eight hundred and seventy-two Pounds and Ten-pence; and also certain Lands in *Frodsham* in the said County of *Chester*, of the yearly Rental of Two hundred and sixty-nine Pounds Seven Shillings and Sixpence; and also certain Farms and Lands at *Kekerwich*, about Three Miles from *Aston* aforesaid, of the yearly Rental of Eight hundred and twenty-five Pounds Ten Shillings and Ten-pence; and also certain Farms and Lands in *Bartington* in the said County of *Chester* (separated from the said *Aston* Estate by the *Dutton* Estate therein and herein-before mentioned), together with certain chief or reserved Rents issuing out of certain other Lands in *Bartington* aforesaid, of the yearly Rental of Five hundred and eighty Pounds Two Shillings and Four-pence, making a total yearly Rental of the *Aston* Estate of Five thousand three hundred and eighteen Pounds Ten Shillings; and also certain other Farms and Lands at *Minshull* in the said County of *Chester*, at a Distance of Sixteen Miles or thereabout from *Aston Hall*, with certain chief or reserved Rents, altogether of the yearly

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Rental of Eight hundred and nineteen Pounds Nine Shillings and Eight-pence, making up, together with the Rental of the said before-mentioned Estates; the annual Rental of the *Cheshire* Property of Six thousand one hundred and thirty-seven Pounds Nineteen Shillings and Eight-pence; and also certain Farms and Lands in and about *Attleborough* in the County of *Warwick*; of the yearly Rental of Six hundred and thirty-six Pounds; and also certain Farms and Lands in and about *Nuneaton* and adjoining Parishes or Places in the said County of *Warwick*, together with certain chief or reserved Rents issuing out of other Lands thereabout, of the yearly Rental of Two thousand three hundred and seven Pounds Three Shillings and Eleven-pence; and also a House and Land, with the Appurtenances, at *Earning* in the County of *Suffolk*, of the yearly Rental of Thirty-five Pounds; which Three last-mentioned Estates made a further yearly Rental of Two thousand nine hundred and seventy-eight Pounds Three Shillings and Eleven-pence, and made, together with the before-mentioned *Cheshire* Estates, a total yearly Rental of the Real Estates of the said Testator of Nine thousand one hundred and sixteen Pounds Three Shillings and Seven-pence; and that the said Testator's Personal Estate, as found in the Hands of and received from the said *George Heron* the Executor by the said Receiver, and as existing at the Time of the said Report, consisted of the Moiety of certain Tithes in the Parish of *Stamfordham* in the County of *Northumberland*, such Moiety being of the annual Value of Four hundred and eighty Pounds or thereabout, and the estimated Value whereof was Four thousand eight hundred Pounds, and also certain Furniture, Fixtures, Farming Stock, and Effects in and about *Aston Hall* Buildings and Grounds, which had been valued at Four thousand three hundred and ninety-six Pounds Two Shillings and Four-pence, and also a Bond, bearing Date the Fifteenth Day of *November* One thousand eight hundred and twenty-five, granted by the said *Thomas Legh* to the said *George Heron* and *Arthur Ingram Aston*, as Executors of the said Testator, bearing Interest at the Rate of Four Pounds Ten Shillings *per Centum per Annum*, conditioned for Payment of the Principal Sum of One thousand and forty-three Pounds Eleven Shillings and Sixpence, with Interest, as aforesaid, making the total existing Personal Estate of the said Testator Ten thousand two hundred and thirty-nine Pounds Thirteen Shillings and Ten-pence; and the said Master further found, that there were at and before the said Testator's Death, and then were in subsistence, the following respective Charges on the said Testator's Real Estates or the Portions thereof respectively therein-after mentioned, (*videlicet*,) upon the Entirety of the said Testator's Real Estates an Annuity of One hundred and fifty Pounds payable to *Thomas Manners* for his Life, under the Will of *Henry Aston* Esquire, the late Grandfather of the said Testator; and upon the Two Estates therein-after proposed to be authorized to be sold or mortgaged, or some Part thereof, the Two following Mortgages, (*videlicet*,) upon such Part of the *Warwickshire* Estate therein-after mentioned as was situate in *Attleborough*, or near there, a Mortgage for Ten thousand Pounds, and Interest at Five Pounds *per Centum per Annum*, to the said *Harriet Elizabeth Frances Aston*, created by Indenture bearing Date the Ninth Day of *November* One thousand eight hundred and sixteen, and made between the said Testator

tator *Henry Charles Aston* of the one Part, and the said *Harriet Elizabeth Frances Aston* of the other Part; and upon the Estate at *Minshull* in the said County of *Chester*, therein-after also proposed to be authorized to be mortgaged or sold, a Mortgage for Ten thousand Pounds, and Interest at Four Pounds Five Shillings *per Centum per Annum*, to *Robert Peel* Esquire, created by Indentures of Lease and Release bearing Date respectively the Second and Third Days of *March* One thousand eight hundred and seventeen, the Release made between the said *Henry Charles Aston* the Testator of the First Part, the said *James Hugo Greenwell* of the Second Part, and the said *Robert Peel* of the Third Part; and upon the other respective Estates of the said Testator therein and herein after mentioned, and not therein or herein after proposed to be mortgaged or sold, the following respective Charges, (*videlicet*.) upon the above-mentioned Estate of *Aston Hall* an Annuity of One thousand Pounds to *Margaret Melitona*, then late the Wife of the said Testator, since his Widow, and now the Wife of the Count *de Poggenpohl*, created by Indenture bearing Date the Fifteenth Day of *November* One thousand eight hundred and sixteen, and made between the said Testator *Henry Charles Aston* and the said *Margaret Melitona* his then Wife, of the First Part, the said *James Hugo Greenwell* of the Second Part, and Sir *George Cockburn* and *Thomas Archbold*, therein described, of the Third Part; and upon the before-mentioned Estate at *Bartington* a Mortgage for Ten thousand Pounds, and Interest at Four Pounds *per Centum per Annum*, then belonging to the Executors of the late *William Fox* Esquire, secured by Indenture bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and thirty-two, and made between *Samuel Chadwick*, therein described, of the one Part, and the said *William Fox* of the other Part, being an Assignment of a Mortgage granted by the said Testator *Henry Charles Aston* by Indenture dated the Thirty-first Day of *July* One thousand eight hundred and seventeen, and made between *Trafford Trafford* and *Nathaniel Maxey Pattison*, therein described, of the First Part, the said Testator *Henry Charles Aston* of the Second Part, and the said *Samuel Chadwick* of the Third Part; and upon the said Estate at *Kekerwich* a Mortgage for Six thousand Pounds, and Interest at Four Pounds *per Centum per Annum*, then belonging to the Executors of the said *William Fox*, secured by Indenture bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and thirty-two, and made between the said *Samuel Chadwick* of the one Part, and the said *William Fox* of the other Part, being an Assignment of a Mortgage granted by the said Testator *Henry Charles Aston* by Indenture bearing Date the Thirteenth Day of *September* One thousand eight hundred and nineteen, and made between the said Testator of the one Part, and the said *Samuel Chadwick* of the other Part; and the said Master found, that there were under the said Testator's Will the following general Charges payable out of the Personal Estate, and in case of Deficiency thereof, then out of his Real Estate, (the said Legacy of Two thousand Pounds to the said *Arthur Ingram Aston* having been paid to him by the said *George Heron*.) that is to say, the Legacy or Portion of the said Testator's Daughter the said *Harriet*, the Wife of the said *Arthur Chetwynd Talbot*, in respect whereof there was then due as aforesaid the

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Sum of Nineteen thousand and three hundred Pounds, bearing Interest as aforesaid; and also the Legacy or Sum of Two thousand Pounds bequeathed to the said *Harriet Elizabeth Frances Aston*, on which she had hitherto received Interest at Five Pounds *per Centum*, by Arrangement with the said *George Heron*, she not requiring Payment of the Principal; and also the Annuity of Three hundred Pounds bequeathed by the said Testator's said Will to the said *Arthur Ingram Aston*; and the said Master further stated, that he found from the Affidavits of the said *James Heath Leigh*, and of *Joseph Wagstaff* of *Warrington* in the County Palatine of *Lancaster*, Gentleman, in the said Report mentioned, that the said Estates of the said Testator respectively were in their Judgment and Opinion full and ample Security for the Payment of all the said several Sums, Annuities, and Charges respectively charged thereupon, and that none of the Parties interested therein were desirous of being paid off, but on the contrary were willing and desirous, as to those that were specifically charged, that such Charges should remain on the said respective Securities so long as it might be desired, and that as to those for the Security whereof there was only the general Charge under the said Testator's Will, they were perfectly satisfied therewith; and the said Master also found, that by an Order of the said Court made in the said Two first-mentioned Causes, and bearing Date the Fifteenth Day of *March* One thousand eight hundred and thirty-three, the said *James Heath Leigh* was directed to pay and keep down the several Annuities before mentioned, and also the Interest accruing on the said several Charges at the Rates aforesaid, and that the same amounted altogether to the yearly Sum of Three thousand eight hundred and eighty-seven Pounds or thereabouts; and he further found, by the Affidavits aforesaid, that all the Simple Contract and other Debts of the said Testator had been paid and satisfied, save the several Charges aforesaid, and save and except a Debt due to a Solicitor of the said Testator on Balance of Account for Business done and Monies paid for the said Testator; and the said Master further stated, that he had, in pursuance of the Directions in that Behalf contained in the Decree made on the hearing of the said Causes, caused Advertisements to be published in the *London Gazette* and other public Papers for the Creditors of the said Testator *Henry Charles Aston* to come in and prove their Debts, and that he fixed the First Day of *March* then instant as the peremptory Day for that Purpose, but that no Person had in pursuance thereof come in before him and proved any Debt, save and except that the said *James Hugo Greenwell*, and also *Mary Ann Lloyd*, Widow and Executrix of the Will of *Richard Waring Lloyd* deceased, the late Partner of the said *James Hugo Greenwell*, had respectively brought in Claims and Charges in respect of the said Debt due to the said *James Hugo Greenwell* and *Richard Waring Lloyd*, as late Solicitors of the said Testator as aforesaid, on which they respectively claimed to prove a Debt or Balance of One thousand two hundred and nineteen Pounds Sixteen Shillings and One Penny, but which several Charges and Claims had not yet been proceeded upon or substantiated before him; and the said Master further stated, that the said *James Heath Leigh* and *Joseph Wagstaff* had, by their said Affidavits respectively, deposed that the *Dutton* Estate mentioned in the said Contract aforesaid was contiguous to the
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said *Aston Hall* Estate, and had lately and unexpectedly come into the Market for Sale, that it was very convenient and desirable to be held therewith, the Two Estates forming together one compact and very valuable Property, and that it had been long an Object of Desire in the said *Aston* Family to unite the Two Estates, and that the said *Dutton* Estate was calculated to form an independent Property, that it would be readily saleable, and that if purchased, and a Mansion erected thereon, all Opportunity for annexing the same to the *Aston* Estate might be lost, that several Offers had been made for the Purchase thereof to the said *Peter Langford Brooke*, but that from his Conviction of the great Eligibility of the same to the *Aston* Family, and long Friendship for the said Testator and his Family, he was desirous to give them the Preference of such Purchase, and that the annual Rental of the *Dutton* Estate was the Sum of Three thousand and thirty-three Pounds Two Shillings and Four-pence, or thereabout, and that there was estimated and computed to be growing thereon Timber to the Value of Twelve thousand Pounds, of which it was desirable and proper that about Three thousand Pounds Worth should be then cut; and that the *Warwickshire* Estate before mentioned lay at an inconvenient Distance from the rest of the Estates, and an additional Agency was thereby rendered necessary, which was attended with considerable Expence; and that the *Exning* Property was also very far removed from the said Estates, and wholly unconnected therewith; and that such Estates might be advantageously sold, and the Proceeds of such Sale invested in the Purchase of the said *Dutton* Estate; and that the above-mentioned Farms and Lands at *Minshull*, forming Part of the said *Cheshire* Estates, might be conveniently detached from the rest of the said Estates, and sold, and the Proceeds of such Sale applied in making up the Deficiency of the Proceeds of the Sale of the said *Warwickshire* Estates, to answer the said Purchase Money, or in paying off the Incumbrances at present affecting the *Aston* Estates, should any Surplus remain; and that they the said Deponents had ascertained the Value of the said Testator's Estates proposed to be scheduled for Sale, by calculating Thirty Years Purchase on the Amount of their respective Rentals, and that in the said Deponent's Judgment and Opinion the same were well worth such Amount, as the Buildings upon the same were all in an excellent State of Repair, and the Land in a high and improved State of Cultivation; and that the Amount to be raised by Sale of the said Estates, on such Calculation as aforesaid, would be as follows; the estimated Amount to be raised by Sale of the said *Warwickshire* Estate, according to such Calculation, Eighty-eight thousand two hundred and ninety-five Pounds Seventeen Shillings and Sixpence; Amount of Timber growing on the *Warwickshire* Estate, according to Valuation, Two thousand seven hundred and eighty-three Pounds Four Shillings; estimated Amount to be raised by Sale of the said *Minshull* Estate, according to such Calculation, Twenty-four thousand five hundred and eighty-four Pounds Ten Shillings; Amount of Timber growing on the *Minshull* Estate, according to Valuation, Eight hundred and forty-three Pounds Sixteen Shillings and Sixpence; estimated Amount to be raised by Sale of the said *Exning* Estate, according to such Calculation, One thousand and fifty Pounds; form-

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ing together a probable Total of One hundred and seventeen thousand five hundred and fifty-seven Pounds Eighteen Shillings; and that out of such Purchase Money would have to be deducted and paid the said respective Mortgage Charges above mentioned, *videlicet*, the said *Harriet Elizabeth Frances Aston's* Mortgage of Ten thousand Pounds, and the said *Robert Peel's* Mortgage of Ten thousand Pounds, making together Twenty thousand Pounds, and which, being deducted from the said Total Value, left the available Balance or Sum of Ninety-seven thousand five hundred and fifty-seven Pounds Eighteen Shillings; and that the same would be subject to a further Deduction for the Expences attendant on the Sale and Conversion thereof; and that there might also be raised for the Purposes aforesaid the further Sum of Three thousand Pounds, by cutting Timber on the said *Dutton* Estate when purchased; and that the said *Dutton* Estate was subject to a Mortgage for Forty thousand Pounds and Interest to the Governor and Company of the Bank of *England*, which might remain on the Security of the said Estate; and that the said *Peter Langford Brooke*, since entering into the said Contract, had expressed his Willingness to allow the Sum of Twenty thousand Pounds, Part of the said Purchase Money or Sum of One hundred thousand Pounds, to remain unpaid, and to take a Second Mortgage on the said *Dutton* Estate for securing the same, subject to the said First Mortgage to the Governor and Company of the Bank for Forty thousand Pounds; and that inasmuch as the said *Peter Langford Brooke* required immediate Payment of the Remainder of the said Purchase Money or Sum of One hundred thousand Pounds, it would be impossible to wait for the raising of the necessary Funds by Sale of the Property proposed to be eventually sold, and that if an immediate Sale of the said *Warwickshire* Estates was forced they would, in the Opinion of the said Deponents, be sold to a great Disadvantage, and would not realize such an Amount, in the present State of the Ribbon Trade about *Nuneaton*; and in the present general low Prices of agricultural Produce, as if the Sale was deferred until the *London* and *Birmingham* Railway should come into operation and its Effects become known; and that, in the said Deponents Opinion, a proper Plan of carrying the said Contract into execution would be by continuing the said Sum of Forty thousand Pounds mortgaged on the Security of the said *Dutton* Estate, and by giving the said *Peter Langford Brooke* a Second Mortgage thereon for the Sum of Twenty thousand Pounds, and by raising the remaining Sum of Forty thousand Pounds on Mortgage of that Part of the *Warwickshire* Estate proposed to be scheduled for Sale which was not included in the said Mortgage to the said *Harriet Elizabeth Frances Aston*, or, if necessary, by giving the Mortgagee a Second Mortgage on that Part of the *Warwickshire* Estate which was included in the said Mortgage to the said *Harriet Elizabeth Frances Aston*, and on the said *Minshull* Estate, already in mortgage to the said *Robert Peel* for securing the said Sum of Ten thousand Pounds, and that the Proceeds of the Sales of the said Estates so proposed to be set apart for Sale, and the Proceeds of the Sale of Timber to be cut on the said *Dutton* Estate, should, as the same should arise, be applied in paying off the Monies so to be taken up as aforesaid, and if any Surplus should remain, that the same should be applied

applied in paying off any other Charges on the said Trust Estates, or in the Purchase of other Estates desirable to be annexed to the said principal *Aston Hall* Estates, the Interest of all such Charges being in the meantime kept down; and that, in the said Deponents Opinion, it would be necessary and advantageous that an Act should be applied for in the then ensuing Session authorizing such Arrangements; and that in the Judgment and Opinion of the said Deponents the said *Dutton* Estate was exceedingly desirable to be purchased on the Terms proposed, and that it was for the Benefit of the said Testator's Estate and the Parties interested therein that the intended Purchase thereof should be carried into effect, and all proper and necessary Powers given for that Purpose; that the said *Dutton* Estate was a fine compact Estate, beautifully situated, well wooded, and, independently of its Desirableness for Annexation to the *Aston Hall* Estate and connecting the same with that at *Bartington*, was a most eligible Investment; and the said Master further stated, that the said *James Heath Leigh* had by the said Affidavit deposed that he the said Deponent knew *William Pennington*, who was the Steward of the said *Aston* Estates under the Father and Grandfather of the Plaintiff in the Two first-mentioned Causes, and was intimately acquainted with the whole of the *Aston* Property, and also with the said *Dutton* Estate, and peculiarly qualified to set a correct Value thereon, and that a short Time before the Death of the said *William Pennington*, which took place on or about the Eleventh Day of *November* One thousand eight hundred and thirty-two, he the Deponent was conversing with the said *William Pennington* as to the Eligibility and Value of the said *Dutton* Estate, and that the said *William Pennington* expressed his Judgment and Opinion in favour of the Eligibility of purchasing such Estate, and gave the Deponent the Result of a Valuation of the said *Dutton* Estate which he had made at the Request of Deponent or of some Members of the *Aston* Family, and which was annexed to the said Affidavit of the said *James Heath Leigh*, and in the said *William Pennington's* Handwriting, (and by which Valuation the said Estate was valued at One hundred thousand Pounds,) and which the said Deponent *James Heath Leigh* stated he believed was the Opinion and Valuation really entertained and set by the said *William Pennington* thereon, and that he the said Deponent had frequently heard the Purchase of *Dutton* by the *Aston* Family mentioned by the Gentlemen living in the Neighbourhood, who had uniformly represented it as highly advantageous and to the Interest of the Family that the Purchase thereof should if possible be completed; and the said Master further found, that the said *Joseph Wagstaff* had by his said Affidavit referred to a Sketch or Plan as to the Desirableness of the said *Dutton* Estate for Annexation to the said *Aston* Estate, showing how it was situated between the *Aston Hall* Estate and the *Bartington* Estate; and that *Henry White* of *Aston* aforesaid, Gentleman, had by his Affidavit deposed that he had been employed as Steward or Agent for the *Aston* Family for upwards of Six Years, that he had minutely surveyed the different Farms comprising the *Dutton* Manor and Estates, and that the Valuation thereof contained in the Sheet annexed to his the said Deponent's Affidavit (a Copy whereof the said Master set forth as the Schedule to his said Report) was in his the said Deponent's Opinion
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a fair and reasonable Valuation thereof; that with respect to the Sum of Five thousand Pounds inserted in the said Deponent's Valuation as a fair Sum to be paid by the *Aston* Family for the additional Value it was of to them in comparison to what it would be to another Purchaser, the same was in his the said Deponent's Judgment and Belief only a fair and reasonable Sum, for that the said *Dutton* Estate was situate between the Estate of the said Testator *Henry Charles Aston* in *Bartington* and the *Aston Hall* Estate, and the same was most desirable for Annexation to the *Aston* Family Estates, which would thereby be rendered of infinitely more Value from their Compactness than they then were, and would in fact form one of the most desirable and compact Estates in the whole County of *Chester*; and that for the Reasons before mentioned he the said Deponent, *Henry White*, was of opinion that it was highly desirable, and for the Benefit of the *Aston* Family, that the said Contract should be completed, and the Purchase made for the Sum of One hundred thousand Pounds; and the said Master further found, that Sir *Henry Mainwaring Mainwaring* of *Peover* in the County of *Chester*, Baronet, and *Peter Heron* of *Moore* in the same County, Esquire, by their Affidavits deposed that they both were and had been for many Years well acquainted with the *Aston* Family and with the Estates belonging to it, and with the Estate called *Dutton*, adjoining the Estates of the Plaintiff at *Aston*, and that they were well acquainted with the said *Dutton* Estate, and that in their Opinion the present Opportunity should not be lost, as the Purchase thereof would not only increase the Value of the Testator's present Estates in that Neighbourhood but would prevent their Deterioration from the *Dutton* Estate falling into other Hands, and that they had been informed and believed that the said Testator was possessed of a very considerable Estate at *Nuneaton* in the County of *Warwick*, possessing no particular Advantages and at a Distance from the Mansion, thereby increasing the Expence of Management, and also of divers other Estates separated from the principal Family Estate and situate at *Minshull* in the County of *Chester*, and at *Earning* in the County of *Suffolk*, which, in the Judgment and Opinion of them the said Deponents, might be advantageously sold or disposed of for the Purpose of accomplishing so desirable an Object as the Purchase of the *Dutton* Estate, and that the Deponents were further confirmed in such their Opinion from a great Part of the *Warwickshire* Estate having been previously sold under an Act of Parliament during the Minority of the Testator, and invested in the Purchase of the *Sutton* Estate, which is situate on the opposite Side of the *Aston* Estate to *Dutton*; and the said Master also found, that the said *Arthur Ingram Aston* had, by his Affidavit, deposed that the Purchase of the *Dutton* Estate, with a view of annexing the same to the principal Estate, and the Sale or Mortgage for that Purpose of Portions of the present *Aston* Estate, and particularly the Estates in *Warwickshire*, and, if necessary, that at *Minshull*, were in his the said Deponent's Judgment and Belief exceedingly desirable Measures, and that the Price of One hundred thousand Pounds proposed to be given for the said *Dutton* Estate was in his the said Deponent's Opinion and Belief a proper Price; and that the said *Hugo Charles Meynell* and *Thomas Legh* had been consulted on the Subject of the proposed Arrangement for Purchase

chase of the said Estate, and concurred in the Propriety thereof; and that the infant Plaintiff was personally very desirous that the same should be carried into effect; and the said Master further stated, that the said Defendant *Thomas Legh* had, by his Affidavit, deposed that in his Judgment and Opinion the Contract entered into by the Defendant *Arthur Ingram Aston* was for the Benefit of the Parties interested in the said Testator's Estate; that the Annexation of the *Dutton* Estate would be a great and valuable Measure for the Testator's Property, and that it was expedient and desirable that the same should be carried in effect, and that for such Purpose an Act should be obtained authorizing a Sale of the *Warwickshire* and other outlying Property of the said Testator, and for, in the meantime, enabling a competent Sum to be raised on Mortgage of the Estate proposed to be purchased and the Estates proposed to be sold, for completing the said Purchase; and the said Master thereupon stated, that by the State of Facts and Proposal laid before him on behalf of the said Plaintiff *Arthur Wellington Hervey Aston*, after stating the Matters or to the Effect aforesaid, it had been proposed and submitted that it was for the Benefit of the said Plaintiff *Arthur Wellington Hervey Aston* and the other Parties interested in Remainder in the said Estates, that the said Contract should be adopted and carried into effect, and that Application should be made to Parliament for an Act which should contain the following and such other Provisions as might be necessary to carry the said proposed Arrangements into effect, (*videlicet*.) that the *Warwickshire*, *Minshull*, and *Earning* Property should be vested in Trustees to be named in the said Act, with Power to sell the same, and to employ the Purchase Money in purchasing the said *Dutton* Estate, with Power to retain the existing Forty thousand Pounds Mortgage on the said *Dutton* Estate to the Bank of *England*, or to grant a fresh Mortgage in lieu thereof, and in the meantime, before Sale, to raise what should be necessary for completing the said Purchase, and otherwise for the Purposes of the Act, by granting a Second Mortgage of the said *Dutton* Estate to the said *Peter Langford Brooke*, or to any other Person, and by Mortgage of any Parts of the Property to be made saleable as aforesaid, and that Part of the said *Warwickshire* Estate being as aforesaid subject to a Mortgage to the said *Harriet Elizabeth Frances Aston* for Ten thousand Pounds, and the said *Minshull* Estate being as aforesaid subject to a Mortgage to the said *Robert Peel* for Ten thousand Pounds, Power should be given by the said intended Act to raise, if deemed expedient, sufficient further Sums to pay off such existing Mortgages to the said *Harriet Elizabeth Frances Aston* and *Robert Peel*, and with Powers or Directions that the Monies arising by Sales might be applied in paying off any Mortgages granted or continued by the said Trustees under the said Act, and Power to apply any Monies raised by Sale or Mortgage in paying off existing Incumbrances on any of the Properties so to be sold or mortgaged, and Power to cut Timber, to an Amount or Extent to be from Time to Time sanctioned and approved by the said Court of Chancery, from the said *Dutton* Estate, the Produce whereof should be applied in the same Manner as the Monies arising by Sales or Mortgages, and with Power to apply any surplus Monies, after satisfying the Purposes of the Act, in paying off any

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other Incumbrances on the said Testator's Estates, or in Purchase of any other Property to be approved by the Court of Chancery, and to be settled to the Uses of the said Testator's Will; and it was further proposed that the Expences of the Proceedings relative to the said Purchase, and of the said intended Act, and of carrying the same into execution, should be ultimately paid out of the Monies to be raised thereby, and that the Money necessary for such Purposes should be in the meantime advanced and paid by the Receiver out of the surplus Rents and Profits of the said Testator's Estates in his Hands; and the said Master certified, that he had considered thereof, and of the Matters therein-before stated, and that he was of opinion, and therefore found, that it would be for the Benefit of the said *Arthur Wellington Hervey Aston* and the other Parties interested in the said Testator's Estates under the Limitations contained in his said Will, that the Contract therein and herein-before stated with the said *Peter Langford Brooke* for the Purchase of the said *Dutton* Estate should be adopted and carried into effect, and that an Application should be made to Parliament for an Act to enable the said *Arthur Wellington Hervey Aston*, or his Guardian or Trustees to be named in the said Act for that Purpose, to carry the said Contract into effect, with Power to raise the Money necessary for that Purpose by Sale or Mortgage of the Estates therein-before mentioned in that Behalf, and cutting Timber in the Manner proposed as therein-before mentioned, with all other necessary and proper Powers and Authorities for carrying the said proposed Purchase into effect, and that the Costs and Expences attending such Application and Proceedings should be ultimately paid out of the Monies to be raised in pursuance of the said Act, and that the Monies necessary for the Purpose should be in the meantime advanced by the said Receiver out of the surplus Rents and Profits of the said Testator's Estates in his Hands: And whereas by a subsequent Order of the said Court, bearing Date the Twenty-first Day of *March* One thousand eight hundred and thirty-four, and made in the several Causes aforesaid, the said Master's said Report was absolutely confirmed, and it was ordered that Application should be made to Parliament for an Act to enable the said *Arthur Ingram Aston*, the Guardian of the said Infant *Arthur Wellington Hervey Aston*, or the Trustees to be named in the said Act for that Purpose, to carry the aforesaid Contract into effect, and for other the Purposes mentioned or referred to in the said Report, and with such Powers and by such Means and in such Manner as in the said Report mentioned or referred, and that all necessary Parties should concur in applying for the said Act of Parliament: And whereas, for the Reasons mentioned and set forth in the said Master's said recited Report, it is for the Benefit and Advantage of the said *Arthur Wellington Hervey Aston*, and all other the Persons interested in the Estates of the said Testator *Henry Charles Aston* deceased under the Devises or Limitations contained in his said Will, that the said Contract with the said *Peter Langford Brooke* for the Purchase of the said Estate called the *Dutton* Estate should be carried into effect by the Means and in the Manner in the said Report mentioned, but by reason of the Minority of the said *Arthur Wellington Hervey Aston* the Object and Purpose aforesaid cannot be effected without the Aid and Authority of Par-

liament:

Confirmation
of Master's
Report,
21 March
1834.

liament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Arthur Ingram Aston*, the Guardian and on the Behalf of the said *Arthur Wellington Hervey Aston*, the said *Arthur Chetwynd Talbot* and *Harriet* his Wife, on Behalf of themselves and of the said *Harriet Cecil Talbot* and *Charles Arthur Chetwynd Talbot* their only Children, and also the said *Arthur Ingram Aston* on his own Behalf, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for *Thomas Legh* of *Lyme* in the County of *Chester*, Esquire, and the Honourable and Reverend *George Gustavus Chetwynd Talbot* of *Ingestrie* in the County of *Stafford*, Clerk, and the Survivor of them, and the Heirs and Assigns of such Survivor, and they and he are and is hereby authorized and empowered, under the Order or Direction of the said Court of Chancery to be made or given as herein-after mentioned, to complete the Purchase of all and singular the said Messuages or Tenements, Lands and Hereditaments comprising the said Estate called the *Dutton* Estate, in the said Articles of Agreement of the Sixteenth Day of *November* One thousand eight hundred and thirty-three, and in the First Schedule to this Act, particularly mentioned, for the Price and upon the Terms and Conditions in the said Agreement expressed.

Power to Trustees to complete the Purchase of Dutton Estate.

II. And be it further enacted, That upon Payment to the said *Peter Langford Brooke*, or other the Person or Persons who shall be entitled to receive the same, of the said Purchase Money for the said Hereditaments, or such Part thereof as was so agreed to be paid as aforesaid, all and singular the same Messuages or Tenements, Lands, and Hereditaments constituting and called the *Dutton* Estate shall, under the Order or Direction of the said Court of Chancery, be conveyed, settled, and assured by the said *Peter Langford Brooke*, and all other necessary or proper Parties, unto the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, their Heirs and Assigns, to, for, and upon the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisions, Limitations, and Declarations in and by the said Will of the said *Henry Charles Aston* deceased limited, expressed, declared; and contained of or concerning the said Manors, Messuages, Lands, Tenements, and Hereditaments thereby devised as aforesaid, or such and so many of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Limitations, and Declarations as shall be then subsisting undetermined and capable of taking effect, but nevertheless subject to the said Mortgage to the Bank of *England*, and to the Payment of the said Sum of Forty thousand Pounds thereby secured, and the future Interest thereof, and subject also to the further Powers, Provisoes, and Directions herein-after contained.

Dutton Estate to be conveyed to Trustees upon certain Trusts.

III. And be it further enacted, That it shall and may be lawful to and for the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, and the Survivor of them, and his Heirs and Assigns, to accept and

Trustees may take a Conveyance thereof, subject to exist-

ing Mort-
gage, &c.

take such Conveyance or Assurance as aforesaid of the said Messuages or Tenements, Lands, and Hereditaments, subject to the said Mortgage thereof for the said Sum of Forty thousand Pounds, and to permit and suffer the said Sum of Forty thousand Pounds to remain on such Mortgage as aforesaid, or, under the Order or Direction of the said Court of Chancery, to concur in and direct a Transfer or Transfers of the same from Time to Time to any Person or Persons willing to accept a Transfer or Transfers thereof, and also to mortgage the same Messuages or Tenements, Lands, and Hereditaments, either to the said *Peter Langford Brooke*, or to any other Person or Persons, for any Sum or Sums of Money which they or he shall think expedient; and if such Mortgage as aforesaid shall be made to the said *Peter Langford Brooke*, then to permit the Money thereby secured to be retained and taken by him as and in part Satisfaction and Discharge of the said Purchase Money for the same Hereditaments; and if the said Mortgage shall be made to any other Person or Persons, then to apply the Money to be secured thereby in part Satisfaction and Discharge of the same Purchase Money.

Trustees may
cut Timber
on the Dut-
ton Estate
for Sale, sub-
ject to Order
of Court of
Chancery.

IV. And be it further enacted, That it shall be lawful for the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, and the Survivor of them, his Heirs and Assigns, to fell and cut down, or cause to be felled and cut down, from Time to Time such and so many of the Timber and Timber-like Trees standing or growing upon the said Estate and Hereditaments called the *Dutton* Estate, as the said Court of Chancery shall by any Order or Orders in that Behalf from Time to Time direct, and to sell and convert the Timber and Timber-like Trees so felled or cut down as aforesaid into Money, and that the Money arising from the Sale of such Timber and Timber-like Trees as aforesaid shall be paid and applied in the same or in the like Manner, and shall be subject to the same or the like Regulations and Directions, as are herein-after expressed and declared of or concerning the Money to arise from the Sale of the said Hereditaments comprised in the Second Schedule to this Act.

Certain
Estates vest-
ed in Trus-
tees, with
Power to sell
or mortgage
the same.

V. And be it further enacted, That all such of the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments devised by the said Will of the said *Henry Charles Aston* deceased as are situate in the said County of *Warwick*, and in the Township of *Minshull* and the Hamlets thereto adjoining, the Parish of *Middlewich* in the said County of *Chester*, and in the said Parish of *Exning* in the said County of *Suffolk*, and as are mentioned and set forth in the said Second Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, shall from and immediately after the passing of this Act be and the same are hereby vested in the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, their Heirs and Assigns, absolutely and for ever, freed and discharged of and from all and singular the Uses, Estates, Entails, Remainders, Limitations, Trusts, Charges, Powers, Provisoos, and Declarations in and by the said Will of the said *Henry Charles Aston* deceased, and the said Indenture of Settlement of the Tenth Day of *July* One thousand

eight hundred and thirty-two, limited, expressed, or declared of and concerning the same, but upon the Trusts and to and for the Intents and Purposes herein-after mentioned, (*videlicet,*) upon Trust that they the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, and the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, by and under the Order or Direction of the said Court of Chancery, sell and dispose of the same Manors, Messuages, Lands, Tenements, and Hereditaments, and every or any Part or Parts thereof, either together and in One Lot or in Parcels and in several Lots, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, and for such Price or Prices in Money as to them or him shall seem reasonable, and, upon Payment of the Purchase Money for the same in manner herein-after mentioned, do and shall convey or otherwise assure the Hereditaments which shall be so sold as aforesaid unto and to the Use of the Purchaser or Purchasers thereof, and to his, her, or their Heirs or Assigns, or as he, she, or they shall direct; absolutely and for ever, freed and discharged as herein-before is mentioned; and upon further Trust that they the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, by and under such Order or Direction as aforesaid, in the meantime and until such Sale or Sales as aforesaid, levy and raise or borrow and take up at Interest such Sum or Sums of Money as they or he shall think fit to levy and raise or borrow and take up at Interest upon the Security of any Mortgage or Mortgages of all or any Part of the same Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the said Second Schedule to this Act, such Mortgage or Mortgages to be made either in Fee or for any Term or Terms of Years, and to any Person or Persons who shall be willing to advance any Money upon the Security of the same Hereditaments or any Part or Parts thereof.

VI. And be it further enacted, That the Person or Persons who shall become the Purchaser or Purchasers, or who shall advance any Sum or Sums of Money upon the Security of any Mortgage or Mortgages of the Manors, Messuages, and other Hereditaments comprised in the Second Schedule hereunto annexed, and herein-before authorized to be sold and mortgaged as aforesaid, or any Part or Parts thereof, shall pay his, her, or their Purchase or Mortgage Money into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to the Credit of the said first-mentioned Cause, "*Aston versus Heron* and others," *ex parte* the Purchasers and Mortgagees of the Estates of *Henry Charles Aston* Esquire, deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the Cashiers of the Bank of *England* to be thereto annexed and

Money arising therefrom to be paid into the Bank of England.

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therewith filed in the Register Office of the said Court, of the Payment into the Bank by such Purchaser or Purchasers, Mortgagee or Mortgagees as aforesaid, of such Monies as aforesaid, shall be a good and effectual Discharge to such Purchaser or Purchasers, Mortgagee or Mortgagees respectively, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the Monies for which such Certificate or Certificates and Receipt or Receipts shall respectively be given; and that after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers, Mortgagee or Mortgagees, his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same Money, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Court of
Chancery
may make
an Order for
applying the
Money.

VII. And be it further enacted, That it shall and may be lawful to and for the said High Court of Chancery, on a Petition to be presented in a summary Way in the said several Causes of "*Aston versus Heron and others,*" "*Aston versus Meynell and others,*" and "*Meynell and another versus Aston and others,*" by the Person or Persons who, if this Act had not been made, would have been beneficially entitled to the Rents, Issues, and Profits of the Hereditaments comprised in the said Second Schedule to this Act, and hereby authorized to be sold, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, to make an Order for applying a competent Part of the Money to arise by such Sales or Mortgages as aforesaid in the Completion of the said Purchase of the said Messuages or Tenements, Lands, and Hereditaments in the said Articles of Agreement of the Sixteenth Day of *November* One thousand eight hundred and thirty-three, and in the said First Schedule to this Act, particularly mentioned, and in Payment to the said *Peter Langford Brooke*, his Executors, Administrators, or Assigns, or other the Person or Persons for the Time being entitled to receive the same, of such Part of the said Purchase Money for the said Hereditaments as shall not be or remain charged thereupon, as in the said Articles of Agreement mentioned, and also, and subject as aforesaid, to order and direct any Part of the Monies to arise from such Sales or Mortgages as aforesaid to be applied in or towards Payment, Satisfaction, or Discharge of the said Mortgage or Mortgages now subsisting on or affecting the said Hereditaments comprised in the said Second Schedule to this Act, or any of them, or any Part thereof, or in or towards Payment, Satisfaction, or Discharge (as to the said Court shall seem meet) of any Mortgage or Mortgages which shall be made in pursuance of the Trusts in that Behalf herein-before contained, or of any Mortgage or Mortgages which shall for the Time being be subsisting and a Charge upon or affect the said Hereditaments comprised in the First and Second Schedules to this Act, or either of them, or any Part of the same Hereditaments; and in case it shall happen that there should be a Surplus of Monies arising from Sales or Mortgages as aforesaid, which shall remain after fully satisfying the Mortgages herein-before mentioned, and answering the Trusts and Purposes aforesaid, it shall be lawful for the said

Court of Chancery, upon Petition to be presented in a summary Way by the Person or Persons who, if this Act had not been passed, would have been beneficially entitled to the Rents, Issues, and Profits of the Hereditaments comprised in the said Second Schedule to this Act, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, to order and direct such surplus Money to be applied (as the said Court shall think fit) either in Discharge of any Mortgage or Mortgages or other Incumbrance or Incumbrances for the Time being charged upon or affecting the said Estates and Hereditaments devised by the said Will of the said *Henry Charles Aston* deceased as aforesaid, or any of them, or any Part thereof, or in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements, and Hereditaments, to be respectively approved of by the said Court of Chancery; and that the Messuages, Lands, Tenements, and Hereditaments so to be purchased, and such Part, if any, of the Hereditaments comprised in the said Second Schedule to this Act as it shall not be necessary to sell for the Purposes aforesaid, shall be conveyed, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations, which, under or by virtue of the said Will of the said *Henry Charles Aston* deceased, were previously to the passing of this Act subsisting or capable of taking effect of and in the said Manors, Messuages, and other Hereditaments mentioned and comprised in the said Second Schedule thereto, or such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, and Declarations as shall be then subsisting undetermined and capable of taking effect.

VIII. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not have been applied, by or under the Direction of the said Court of Chancery, pursuant to the Directions herein-before contained, shall in the meantime and until the same shall be applied pursuant to such Directions as aforesaid be from Time to Time laid out in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills, all which said Navy, Victualling, or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be applicable and be directed as aforesaid to be applied for any of the Purposes herein-before mentioned, and until the same Bills shall, upon a Petition setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way by the Person or Persons herein-before mentioned for that Purpose, be ordered to be sold by the said Accountant General for any of the Purposes herein-before mentioned; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original

Money paid into the Bank to be laid out in the Purchase of Navy, &c. Bills.

original Purchase Money so laid out as last aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Application to the said Court shall be paid to such Person or Persons respectively and applied in such Manner as the Rents and Profits of the Lands, Tenements, and Hereditaments which shall be so sold or mortgaged as aforesaid would have been payable or applicable in case this Act had not been passed.

Sales, Purchases, and Mortgages to be made under the Direction of the Court of Chancery.

IX. And be it further enacted, That every Sale, Mortgage, and Purchase to be made under or by virtue of this Act, and the Trusts, Powers, and Authorities therein contained, shall be made under the Authority and by the Direction of the said Court of Chancery, and under or by virtue of an Order of the said Court to be made upon Petition in the several Causes aforesaid, and not otherwise; any thing herein-before contained to the contrary notwithstanding.

Court of Chancery to order Costs to be taxed and paid.

X. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think fit for ascertaining and settling the Amount of the Costs, Charges, and Expences incident to and attending the applying for and obtaining of this Act and preparatory thereto, and of or attending the making and completing the Purchase of the said Estate and Hereditaments called the *Dutton* Estate, and also of the Costs, Charges, and Expences attending or in anywise relating to the Execution of the Trusts, Powers, and Provisions in this Act contained, and the carrying of the same into effect, and to make any Order or Orders for the Payment of such Costs, Charges, and Expences by the Receiver for the Time being of the Rents and Profits of the said Testator's (*Henry Charles Aston's*) Real Estates, appointed in the said Causes of "*Aston versus Heron and others,*" "*Aston versus Meynell and others,*" and "*Meynell and another versus Aston and others,*" or some or one of such Causes, out of any of the Rents and Profits of the said Hereditaments devised by the said Will of the said *Henry Charles Aston* deceased, or subject to the Limitations thereof, in his Hands or to be received by him, and also to make an Order for the Payment of such or such Part of the said Costs, Charges, and Expences as shall not be so paid by such Receiver, and for the Repayment to such Receiver or the Person or Persons entitled to the Rents and Profits which he shall advance for such Purpose as aforesaid, out of any of the Monies which shall be so paid into the said Bank of *England* as aforesaid, or the Monies to arise by the Sale of Navy, Victualling, or Exchequer Bills to be so purchased or received in exchange as aforesaid.

Until Sale of Estates, Rents to be received as heretofore.

XI. And be it further enacted, That in the meantime and until the Manors, Messuages, Lands, Tenements, and Hereditaments, and other Hereditaments comprised in the said Second Schedule to this Act, shall be sold under the Trusts and Provisions herein-before declared and contained, the Trustees or Trustee for the Time being acting in execution of this Act, shall (subject nevertheless to any Mortgage or Mortgages which shall be made of the same Hereditaments, or any Part thereof, under the Trusts aforesaid,) permit and suffer

suffer the Rents and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, or such of them as shall from Time to Time be undisposed of under the Trusts aforesaid, to be received and taken by the Person or Persons who would have been entitled thereto in case this Act had not been passed; and that any Deed or Assurance made and executed by the said *Arthur Wellington Hervey Aston* after he shall attain the Age of Twenty-one Years, and in the event of his Death under that Age and without Male Issue, or afterwards and without having made and executed such Deed or Assurance as aforesaid, then any Deed or Assurance made and executed by the said *Arthur Chetwynd Talbot* and *Harriet* his Wife, or by her the said *Harriet Talbot* after the Decease of the said *Arthur Chetwynd Talbot*, under and in pursuance of the Provisions contained in an Act of Parliament made and passed in the Third and Fourth Years of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, shall, but subject and without Prejudice to the Trusts hereby created and declared for executing the said recited Contract for the Purchase of the said Hereditaments in the said First Schedule to this Act, have the same and the like Operation and Effect at Law and in Equity on the said Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the said Second Schedule to this Act as if the same had remained subject to the Uses, Limitations, and Trusts of the said Will of the said *Henry Charles Aston* deceased.

3 & 4 W. 4.
c. 74.

XII. Provided always, and be it further enacted, That if the said *Thomas Legh* and *George Gustavus Chetwynd Talbot*, or any of them, or any Trustee or Trustees who shall be appointed as herein-after mentioned in their or any of their Place, shall desire to be discharged from the Trusts hereby created, or shall neglect or refuse or become incapable to act in the said Trusts before the same shall be fully executed and performed, then and in that Case, and as soon and as often as the same shall happen, it shall and may be lawful to and for the said Court of Chancery, upon a Petition to be presented in a summary Way by the Person or Persons who, under the said Will of the said *Henry Charles Aston*, would for the Time being, if this Act had not been made, be entitled in Possession to the Manors, Messuages, and other Hereditaments hereby made saleable for an Estate for Life, or an Estate of Inheritance in Fee Simple or Fee Tail, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then his, her, or their Guardian or Guardians during his, her, or their Minority or respective Minorities, to appoint the Person or Persons to be proposed in the said Petition, or any Person or Persons named by the Court, to supply the Place of the Person or Persons respectively so dying, desiring to be discharged, or refusing, neglecting, or becoming incapable to act as aforesaid; and that immediately after every such Appointment the said Hereditaments and Premises, or such of them as shall from Time to Time remain unsold, shall be conveyed and assured so and in such Manner that the same may vest in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely, as the Case

Appointment
of new Trustees.

[Private.]

may require, and in his, her, or their Heirs or Assigns, upon the Trusts and with the Powers herein-before declared of and concerning the same respectively, or such of them as shall be then subsisting or capable of taking effect; and that every such new Trustee shall have and may exercise the same Powers and Authorities whatsoever as if he had been appointed a Trustee by this Act, and as if his Name had been inserted in this Act instead of the Name of the Trustee hereby appointed in or to whose Place such new Trustee or Trustees respectively shall come or succeed.

General
Saving of
Rights.

XIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the said *Thomas Manners* in respect to his said Annuity of One hundred and fifty Pounds, and to all and every the unpaid Creditors (if any) of the said *Henry Charles Aston*, and all and every other Persons and Person, and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Hugo Charles Meynell* and *James Hugo Greenwell* as Trustees of the said Term of Two thousand Years created by the said Will of the said *Henry Charles Aston* deceased, their Executors, Administrators, and Assigns, and all Persons interested under the same Term; and the said *Arthur Wellington Hervey Aston* and the Heirs Male of his Body; and the said *Harriet* the Wife of the said *Arthur Chetwynd Talbot*, and the Heirs of her Body; and the said *Arthur Ingram Aston* in respect as well of his said Annuity of Three hundred Pounds as of his Estate and Interest for Life under the said Will of the said *Henry Charles Aston* deceased, and under the said Indenture of Settlement of the Tenth Day of *July* One thousand eight hundred and thirty-two, and the First and other Sons of the said *Arthur Ingram Aston* and the Heirs Male and Heirs of their respective Bodies, and the First and other Daughter and Daughters, and all and every the Daughter and Daughters of the said *Arthur Ingram Aston*, and the Heirs of their Bodies respectively; and also the said *Arthur Chetwynd Talbot* and *Harriet* his Wife, and their Child or Children or other Issue, in respect of the said Sum of Nineteen thousand three hundred Pounds so remaining charged on the said Hereditaments as aforesaid; and the said *Arthur Chetwynd Talbot* and *Harriet* his Wife, and their First and other Sons, and the Heirs of the Body of the same Sons respectively, and all and every their Daughter and Daughters, and the Heirs of the Body or Bodies of the same Daughter or Daughters respectively; and the said *John Chetwynd Talbot*, *Thomas Legh*, and *Hugo Charles Meynell*, as Trustees of the said Term of Five hundred Years, their Executors, Administrators, and Assigns, and all Persons interested or to be interested under the Trusts of the same Term; and the Appointee or Appointees of the said *Arthur Chetwynd Talbot* and *Harriet* his Wife, or of her the said *Harriet Talbot*; and the right Heirs of the said *Henry Charles Aston*, and all and every other Person and Persons having or claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, Charge, or Interest of, in, or to the said Manors, Messuages, Lands, Tenements, and Hereditaments mentioned or comprised in the said Second Schedule to this Act, or any of them, or any Part thereof, under the said Will of the

said *Henry Charles Aston* deceased, and the said Indenture of Settlement, or either of them,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever of, in, to, or out of the same Manors, Messuages, Lands, Tenements, and Hereditaments, or any of them, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

XIV. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

Act to be
printed by
the King's
Printers.

The FIRST SCHEDULE referred to in the foregoing Act.

The Manor and Township of Dutton in the County of Chester.

Description of Property.	Tenants Names:	Quantities in Statute Measure.			Yearly Value.		
		A.	R.	P.	£	s.	d.
Dutton Hall and Farm	Peter Okell	268	1	10	506	12	1
Dutton Lodge and Farm and a Cottage	J. C. Everett	254	0	8	381	8	2
Dutton Park Farm	Mary Okell, Widow	147	2	6	235	3	10
New Brooke Farm	James Rowson	106	1	25	176	4	5
Farm	Edward Banks	79	3	10	143	5	6
Lightwood House Farm	William Swain	185	2	6	248	6	3
Marsh House Farm	Nicholas Joseph	179	3	27	230	16	1
Nook House Farm and Three Cottages	In hand, late Youd	162	3	31	183	15	3
Farm	John Swain	68	1	29	111	3	7
Farm	William Burroughs	100	3	7	143	10	8
Ditto and Three Cottages	James Billington	102	0	33	146	3	7
Ditto - Ditto	Thomas Massey	76	1	13	93	0	7
Ditto - Ditto	John Wilkinson	107	1	6	117	0	5
Ditto - Ditto	John Sotheron	21	0	31	37	1	6
Cottage, Smithy, and Land	Henry Henshaw, late Daniel	1	2	33	7	12	5
Cottage, &c. and Land	Isaac Saunders	2	3	12	10	1	11
Cottage and Land	John Kilgrass	0	2	22	4	7	3
Cottage, Outbuilding, and Land	Thomas Wilkinson	7	2	35	12	16	8
Cottage and Land	John Jameson	0	1	30	1	5	11
Ditto	Matthew Speed	0	2	10	1	14	0
Ditto	John Dutton	0	1	36	1	11	10
Ditto	John Ireland	0	1	29	1	10	9
Ditto	Thomas Jackson	0	2	2	0	16	9
Land	Thomas Speed	0	0	13	0	2	5
Cottage, &c. and Land	Thomas Garnett	2	1	29	5	17	11
Cottage and Land	Samuel Thompson	0	1	23	0	13	0
Ditto	John Burgess	1	1	23	2	9	9
Ditto	Josh. Jackson	0	1	9	0	7	0
Ditto	Matthew Burroughs	0	1	9	0	11	0
Ditto	Thomas Norman senior	2	2	15	5	4	3
Ditto	Samuel Massey	1	2	27	5	14	8
Ditto	Charles Ashton, late S. Mouldsdale	0	3	28	1	16	4
Ditto	Thomas Norman junior	0	3	0	1	10	3
Ditto	James Norman, Part, late T. Plant	1	0	11	2	2	2
Cottage and Garden	Robert Basnett	0	0	38	0	5	0
Ditto	Thos. Jackson, late Ann Jameson	0	0	13	0	11	0
Cottage, &c. and Lands	John Saunders	4	2	6	9	18	9
Ditto	Thomas Moores	4	3	37	8	4	4
Cottage and Garden	George Cliffe	0	1	35	1	3	9
Ditto	William Thompson	0	1	14	1	1	0
Ditto	John Clarke	0	1	2	1	0	6
Cottage and Land	James Brocklehurst	0	3	22	2	3	0
Cottage and Garden	Thomas Basnett	0	1	13	0	18	3
Ditto	Ralph Burrough	0	0	37 $\frac{1}{4}$	0	14	3
Ditto	Geo. Holland, late Geo. Cliffe	0	0	11 $\frac{3}{4}$	0	8	0
Ditto and Land	Job Brocklehurst	0	1	22	1	15	9
Ditto and Garden	Joseph Shallcross	0	1	21	1	5	3
Canal and Towing Path	Trent and Mersey Navigation Company	14	2	1	21	0	0
Woods and Plantations, &c.	In hand	105	1	25	79	1	1
Dog-kennel and Sawpit, Yards, Sheds, Pool, &c.		2	3	24	2	13	6
		2,023	2	31	2,954	1	5

Value of Timber - £21,857 17 9

The SECOND SCHEDULE referred to by the foregoing Act.

ESTATES IN WARWICKSHIRE.

Description of Premises.	Tenants.	Quantities in Statute Measure.			Yearly Value.		
		A.	R.	P.	£	s.	d.
<i>In Nuneaton.</i>							
A Wood called "The Rough" -	In hand - - - -	6	0	18	-	-	-
Farm, with Barn, Sheds, and Stable -	John Astley - - - -	55	1	24	150	0	0
Farm, with Barn and Cow-shed -	Thomas Astley - - - -	72	3	5	121	0	0
Middle Copper-mine Close, and Hovel -	William Baker - - - -	7	2	29	28	0	0
Barn, Stable, Cow-shed, and Farm -	Richard Beasley - - - -	55	0	15	160	0	0
Garden and Stone-pit - - - -	Ditto - - - -	1	0	31	Unproductive.		
Garden, Yard, and Wharf - - - -	John Cotton - - - -	0	3	25	2	10	0
Acknowledgment for diverting Water } from the old Mill - - - - }	Coventry Canal Company -	-	-	-	6	0	0
Ditto for the Punch Bowl Public House } and Buildings - - - - }	Ditto - - - -	0	0	8	0	7	6
Moiety of House on the Abbey Wall -	William Cox - - - -	0	0	1	0	1	0
Barn, Shed, and Farm - - - -	William Eades - - - -	30	2	23	64	0	0
Three New Mill Fields - - - -	James Everett - - - -	8	3	20	36	0	0
Attorney's Offices, Outbuildings, Double } Plough Public House, with Yard, } Gardens, Fishponds, and Lands - }	George Greenway, Esquire, } and his Under-tenants - }	24	2	14	100	0	0
Barn and Farm, which includes a Brick } Yard for the Use of the Estate - }	Samuel Grimes - - - -	20	2	26	48	0	0
Copper-mine Close, with Barn and Stable	Bazil Hodges - - - -	5	1	34	20	0	0
Moiety of a Messuage on the Abbey Wall	Samuel Jacombs - - - -	0	0	1	0	0	6
Farmhouse, Buildings, and Farm - {	Sarah Mallabone and James } Mallabone - - - - }	225	1	27	437	0	0
Moiety of a Messuage on the Abbey Wall	Widow Marston - - - -	0	0	1	0	2	0
Ditto - Ditto - Ditto -	John Paget - - - -	0	0	2	0	0	6
House, Buildings, and Farm - - - -	Thomas Redhead - - - -	29	1	22	65	0	0
Cock and Bear Public House, Yard, } Garden, &c. - - - - }	Late William Smeeth's, now } Widow Morton - - - - }	0	0	28	0	0	6
Farmhouse, Buildings, and Farm -	William Townshend junior -	159	2	29	250	0	0
Moiety of Messuage on the Abbey Wall	John Vernon - - - -	0	0	2	0	2	0
Ditto - Ditto - Ditto -	John Vernon (another) -	0	0	1	0	0	6
Five Cottages, with Barn, Sheds, and Farm	Thomas Wagstaff - - - -	50	3	31	123	0	0
Moiety of Two Messuages, Abbey Wall -	William Warren - - - -	0	0	2	0	1	6
<i>Attleborough.</i>							
Farmhouse, Buildings, and Farm -	Charlotte Hand and Jas. Hand	365	2	25	540	0	0
Ditto - Ditto - Ditto -	Joseph Thompson - - - -	275	0	34	552	0	0
<i>Stockingford.</i>							
Farmhouse, Buildings, and Farm, with } sundry Cottages and Gardens - }	William Townshend senior } and his Under-tenants - }	196	3	15	232	15	0
		1,587	1	2	2,936	1	0
		Value of Timber - £2,783 4 0					

[Private.]

[9 a]

LIST of CHIEF RENTS payable at Martinmas by the following Persons.

<i>Nuneaton.</i>			<i>Stockingford.</i>			<i>Attleborough.</i>		
	£	s.	d.		£	s.	d.	
Ball, William	0	1	3	Dugdale, Dugdale Stratford, Esq.	0	1	0	
Bucknell, William	0	1	0	Peel, Sir Robert, Bart.	0	10	0	
Burton, John	0	1	0	Topp, Joseph	0	1	3	
Churchwardens of Nuneaton	0	0	2					
Craddock, John, Esquire	0	0	4½					
Dugdale, Dugdale Stratford, Esq.	0	17	8	Evarard, John	0	3	0	
Gray, George	0	0	4½	Gresley, Ann	0	5	0	
Hood, William	0	0	3½	Paul, John	0	1	9	
Kelcey, Joshua	0	1	0	Vernon, John	0	0	6	
Nuneaton School, Governors of	0	12	9	Wright, William	0	7	0	
Parnell, Nathan	0	1	3					
Peach, Samuel	0	1	0					
Wilson, John	0	1	4					
					£	3	8 11½	

In Exning in the County of Suffolk.

Description of Property.	Tenants Names.	Quantity in Statute Measure.			Yearly Value.		
		A.	R.	P.	£	s.	d.
Cottage and Land	Enoch Bunn	25	1	33	35	0	0

In the Township of Minshull in the County of Chester, and the adjoining Hamlets of Church Minshull and Leighton.

<i>Minshull Vernon.</i>		Quantity in Statute Measure.			Yearly Value.		
		A.	R.	P.	£	s.	d.
House, Outbuildings, and Land	John Eachus	55	3	38	120	0	0
House, Outbuildings, and Land	Joseph Fairhurst	168	2	26	257	0	0
House, Outbuildings, and Land	James Jackson	122	0	34	126	0	0
House, Outbuildings, and Land	Elizabeth Johnson	109	2	24	115	10	0
Cottage and Land	Thomas Jones	0	2	8	5	0	0
House, Outbuildings, and Land	John Stretch	199	0	26	157	0	0
Outbuilding and Croft	Late John Cooke	1	3	35	—		
Cottage and Land	Late Thomas Yoxall	0	2	38	—		
		658	3	29	780	10	0
<i>Church Minshull.</i>		Quantity in Statute Measure.			Yearly Value.		
Cottage and Garden	Thomas Aymson	0	0	13	0	2	6
Four Cottages and Gardens	Charles Buckley	0	0	25	0	3	0
Two Cottages and Land	Mary Jackson, Widow	5	0	2	16	13	0
		5	1	0	16	18	6
<i>Leighton.</i>		Quantity in Statute Measure.			Yearly Value.		
Two Fields	John Stretch	11	2	17	16	9	0
Five Fields	William Pickin	18	2	0	0	6	8
		30	0	17	16	15	8

Value of Timber - - - £843 16 6

Henry White, Land Surveyor.
Charles Oakley, Land Surveyor.