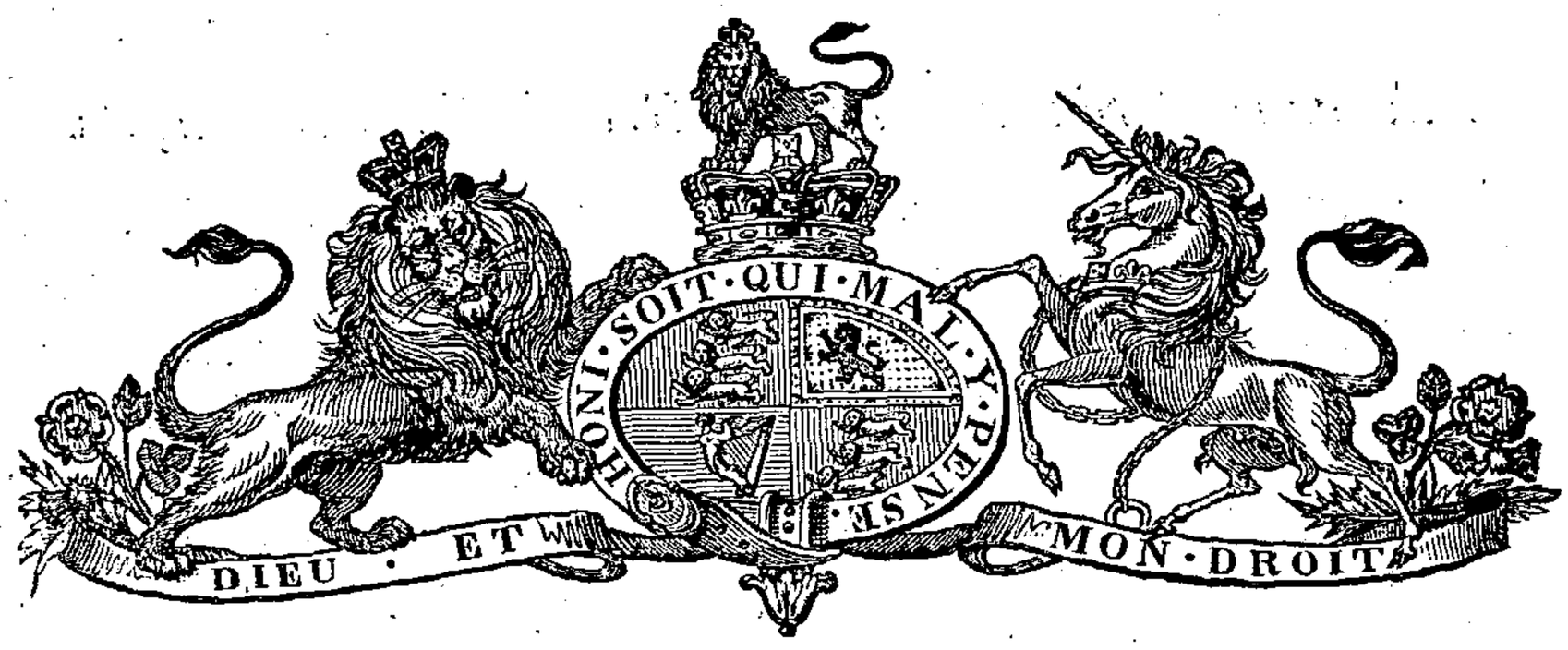



ANNO DECIMO TERTIO & DECIMO QUARTO

# VICTORIÆ REGINÆ.

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all and every the Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments whatsoever of the said *Charles* Duke of *Shrewsbury*, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, *Wilts*, and *Derby*, any or either of them, or elsewhere in the Kingdoms of *England* or *Ireland*, whereof or wherein the said Duke, or any other Person or Persons in trust for him, had any Estate of Inheritance, in possession, reversion, remainder, or expectancy, together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, to the Uses following, (that is to say,) to the Use and Behoof of *George Talbot* Esquire (Third Son of *Gilbert Talbot* of *Batchcoate* in the County of *Worcester*, Esquire, Uncle of the said *Charles* Duke of *Shrewsbury*,) for his Life, without Impeachment of Waste, Remainder to Trustees, to preserve contingent Remainders, Remainder to the First and other Sons of the said *George Talbot* successively in Tail Male, and for Want of such Issue to the Use of *John Talbot* Esquire (eldest Son and Heir of *Thomas Talbot* Esquire, then late of *Longford* in the County of *Salop*, deceased,) for his Life, without Impeachment of Waste, Remainder to Trustees, to preserve contingent Remainders, Remainder to the First and other Sons of the said *John Talbot* successively in Tail Male, and for Want of such Issue to the Use of the said Sir *John Talbot*, Party to the said Indenture, for Life, with Remainder to his First and other Sons successively in Tail Male, and for Want of such Issue to the Use of the said *Charles* Duke of *Shrewsbury*, his Heirs and Assigns, for ever, with Powers to make Jointures and Leases, as therein mentioned; and also reciting, that the said *Charles* Duke of *Shrewsbury*, by his Will bearing Date the Nineteenth Day of *July* One thousand seven hundred and twelve, devised certain Estates in the County of *Oxford* to the Uses declared by the said Indenture, and that the said *Charles* Duke of *Shrewsbury* died on or about the First Day of *February* One thousand seven hundred and seventeen, without leaving any Issue, whereby the Honour, Title, and Dignity of the Earl of *Shrewsbury*, and the Reversion and Inheritance of the settled Manors, Lands, Tenements, Hereditaments, and Premises, descended and came to the Right Honourable *Gilbert* then Earl of *Shrewsbury*, eldest Son and Heir of the said *Gilbert Talbot* of *Batchcoate* aforesaid; and further reciting, that the said *John Talbot* died without Issue Male in the Lifetime of the said Duke of *Shrewsbury*; and further reciting, that by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *March* One thousand seven hundred and eighteen, the Release being made or expressed to be made between the said *Gilbert* then Earl of *Shrewsbury* and *George Talbot* of the First Part, the Right Honourable *Richard* Lord Viscount *Fitzwilliam* and the Honourable *Mary Fitzwilliam* Spinster of the Second Part, the Right Honourable *George* Earl of *Cardigan*, *William* Lord Bishop of *Salisbury*,

*bury*, Sir *John Stanley* Knight, and *Charles Talbot* Esquire (eldest Son and Heir Apparent of the said *William* Lord Bishop of *Salisbury*) of the Third Part, the Right Honourable *Richard* Lord *Lumley* and *John Talbot* Esquire of the Fourth Part, Sir *John Webb* Baronet, *George Pitt* Esquire, and *Neville Ridley* Esquire of the Fifth Part, the said *Gilbert* Earl of *Shrewsbury*, *George* Earl of *Cardigan*, *William* Lord Bishop of *Salisbury*, and Sir *John Stanley*, according to their respective Estates and Interests, did grant and convey unto the said *Richard* Lord *Lumley* and *Neville Ridley*, and their Heirs, the said Manors and Hereditaments in the County of *Oxford* devised by the said Will of the said Duke of *Shrewsbury*, and also all and every the said Manors, Freehold Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, and *Wilts*, or elsewhere in the Kingdom of *Great Britain* or *Ireland*, (except as therein mentioned, which Exceptions did not extend to any of the Lands intended to be affected by this Act,) to hold (except as before excepted) to the said *Richard* Lord *Lumley* and *Neville Ridley*, and their Heirs, to the Uses following, (that is to say,) immediately after the Solemnization of the said Marriage which was then intended and afterwards had and solemnized between the said *George Talbot* and *Mary Fitzwilliam*, then as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Salop*, *Worcester*, and *Berks*, to the Use of the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *George Talbot* and *Mary Fitzwilliam* should jointly so long live, upon trust to raise the annual Sum of Four hundred Pounds Tax-free for the said *Mary* during the said Term, for her separate Use, and upon further Trust to permit and suffer the said *George Talbot* to receive the Residue of the Rents and Profits during the said Term, and as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments limited in Use to the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt* for Ninety-nine Years, determinable as aforesaid, and as for and concerning all and every other the said Manors, Lands, Tenements, Hereditaments, and Premises conveyed by the said Indentures, (except as therein was excepted,) to the Use of the said *George Talbot* for Life, without Impeachment of Waste, Remainder to Trustees, to preserve contingent Remainders, and after his Decease to the Use, Intent, and Purpose that the said *Mary Fitzwilliam* should have and receive out of all the said Manors, Lands, Tenements, Hereditaments, and Premises the annual Sum of One thousand five hundred Pounds Tax-free for her Life, for her Jointure, with Power of Distress for Nonpayment thereof, and, charged and chargeable therewith, to the Use of the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt*, their Executors, Administrators,

nistrators, and Assigns, for Two hundred Years, without Impeachment of Waste, for the better raising the said Rent-charge of One thousand five hundred Pounds, and securing the same, and after the Expiration or other sooner Determination of the said Term of Two hundred Years, to the Use of the First and other Sons of the said *George Talbot* on the Body of the said *Mary Fitzwilliam* to be begotten, in Tail Male successively, and for Want of such Issue, as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, to the Use of the said *Richard* Lord Viscount *Fitzwilliam*, Sir *John Webb*, and *George Pitt*, their Executors, Administrators, and Assigns, for Five hundred Years, without Impeachment of Waste, upon trust for raising Twenty thousand Pounds, and Maintenance for the Daughters of the said *George Talbot* on the Body of the said *Mary Fitzwilliam* to be begotten, in case they should have no Issue Male, and as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, from and after the Determination of the said Term of Five hundred Years, and all other the said Manors, Lands, Tenements, and Hereditaments, from and after the several Determinations of the several Estates therein-before limited, to the Use of the First and all other the Sons of the said *George Talbot* on the Body of any after-taken Wife to be begotten, in Tail Male successively, and for Want of such Issue to the Use of the said *John Talbot* of *Longford*, for and during the Term of his natural Life, without Impeachment of Waste, Remainder to Trustees, to preserve contingent Remainders, Remainder to the First and other Sons of the said *John Talbot* in Tail Male successively; in which said Indenture of Release there was comprised a Power to the said *George Talbot*, and also to the said *John Talbot* when he should be in the actual Possession of the said Manors and Premises, to make Jointures to any Women they should marry, not exceeding the yearly Value or Sum of Two thousand Pounds a Year, with Power also to lease the said Manors, Lands, Tenements, and Hereditaments (except as therein is excepted) for Twenty-one Years or Three Lives; and reciting in the said Indenture of Release, that after the Deaths of the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their respective Bodies, the Title, Honour, and Dignity of Earl of *Shrewsbury* would by virtue of Letters Patent of Creation of the said Earldom, made and granted by King *Henry* the Sixth to *John* First Earl of *Shrewsbury*, and the Heirs Male of his Body, by Course of Descent, and *per formam doni*, come to the said *William* Lord Bishop of *Salisbury* and the Heirs Male of his Body; it was by the said Indenture agreed, that the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, *John Talbot*, *William* Lord Bishop of *Salisbury*, and *Charles Talbot* should use their humble Application for obtaining a Private Act of Parliament, and give their Consent thereunto, for settling the said

Manors,

*The Earl of Shrewsbury and Grace's Trustees Estate.*

Manors, Lands, Tenements, Hereditaments, and Premises on the said *William* Lord Bishop of *Salisbury* and the Issue Male of his Body, after the Death of the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their Bodies, in such Manner as should be advised; and further reciting in the said Act, that the said *Gilbert* Earl of *Shrewsbury* was desirous that the said Settlement should be further extended in such Manner as was therein-after mentioned, and that the said Manors, Lands, Tenements, and Hereditaments should be annexed to and go along with the said Honour, Title, Name, and Dignity of Earl of *Shrewsbury*, in such Manner as was therein-after expressed, for the better and more honourable Support of the said Name, Dignity, and Title, which could not be done without an Act of Parliament; it was by the said Act enacted, that the said recited Indentures of Lease and Release of the Third and Fourth Days of *March* One thousand seven hundred and eighteen, and all and every the Uses, Trusts, and Estates therein mentioned, limited, and declared, were and should be thereby ratified and confirmed, and that the said *George Talbot*, and his First and other Sons, and the Heirs Male of their Bodies respectively, and the said *Mary* his Wife, and the said *John Talbot* and his First and other Sons, and the Heirs Male of their Bodies respectively, and all and every other Person or Persons to whom any Use, Trust, Estate, Rent, Remedy for the same, or other Power or Interest, was by the said recited Marriage Settlement granted or limited, should be enabled to take, hold, and enjoy, and should have, hold, and enjoy, the said Manors, Lands, Tenements, Hereditaments, and Premises respectively, according to the true Intent and Meaning of the said Marriage Settlement, any Law or Statute to the contrary thereof notwithstanding, subject nevertheless to the Jointure of the Most Noble *Adeleida* Duchess of *Shrewsbury* for her Life, and to several Life Annuities charged on some of the said Manors by the said Will of the Duke of *Shrewsbury*, and to the Remedies thereby given for recovering the same; and it was thereby further enacted, that after the Decease of the said *George Talbot* and *John Talbot*, and Failure of Issue Male of their respective Bodies, all and every the Manors, Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments whatsoever of the said Duke, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, *Wilts*, and *Derby*, any or either of them, or elsewhere in the Kingdoms of *Great Britain* and *Ireland*, whereof or wherein the said Duke at the Time of his Decease, or any other Person or Persons in trust for him, had any Estate of Inheritance in possession, reversion, remainder, or expectancy, together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, (except all Lands, Tenements, and Hereditaments in the County of *Middlesex*, and also

except the Manor of *Cooksey*, and all and every the Messuages, Cottages, Mills, Lands, Tenements, Meadows, Leasows, Closes, Coppices, Woods, Wood Grounds, Bullaries of Salt Water or Salt Flatts, Walling Rents, and Hereditaments whatsoever, which were then late the Estate of the Honourable *Gilbert Talbot* Esquire, deceased, the late Father of the said *Gilbert* Earl of *Shrewsbury* and *George Talbot*, situate, lying, and being in *Cooksey*, *Upton Warren*, *Elmbridge*, *Piershall Green*, *Timber Hanger*, *Bromsgrove*, *Dodderhill*, and *Droitwich*, or elsewhere in the said County of *Worcester*,) charged nevertheless and chargeable with the Rent-charges of One thousand two hundred Pounds a Year and One thousand five hundred Pounds a Year to the said Duchess of *Shrewsbury* and *Mary Talbot*, Wife of the said *George Talbot*, and subject to the said Annuities given by the said Duke, and to the respective Remedies for recovering the same respectively, and to such Jointures, Leases, Rent-charges, and other Charges and Estates as should by virtue of the Powers in the said recited Indenture of Release, dated the Fourth Day of *March* One thousand seven hundred and eighteen, or in the said Act, be granted, made, or charged thereon or on any Part thereof, should be and remain to the Use of the said *Gilbert* Earl of *Shrewsbury* during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Richard* Lord *Lumley* and his Heirs, during the natural Life of the said *Gilbert* Earl of *Shrewsbury*, upon trust to preserve the contingent Remainders, and from and after his Decease to the Use of the First and other Sons of the said *Gilbert* Earl of *Shrewsbury* successively in Tail Male, and for default of such Issue to the Use and Behoof of all and every Person and Persons, being Issue Male of the Body of the said *John* First Earl of *Shrewsbury*, to whom the said Title, Honour, and Dignity of Earl of *Shrewsbury* should, after the Decease of the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot* without Issue Male of their respective Bodies, by virtue of the said Letters Patent of Creation of the said Earldom, descend and come, severally and successively, one after another, as they and every of them should succeed to and inherit the said Earldom, and of the several and respective Heirs Male of the Body and Bodies of all and every such Person and Persons issuing, to attend and wait upon the said Earldom, and to be annexed to and descend with the same; and it was thereby further enacted, that neither the First or any other Son or Sons of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot*, or of the Body of the said *John Talbot* of *Longford*, nor any the Heirs Male of the Body or Bodies of any such Son or Sons, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof should thereafter come, descend, or accrue by force or means of the said Act, should alien, give, grant, bargain, sell, or otherwise convey

convey away any of the said Manors, Messuages, Advowsons, Tithes, Lands, Tenements, Hereditaments, or any other the Premises thereby settled, or any Part thereof, nor any other Thing do which should be to the Disinherison of the Heirs inheritable by force of the said recited Settlement or the said Act, or of any Person or Persons to whom any Remainder was limited by the said recited Settlement or by the said Act, or whereby any of them should be barred or put from Entry into the Premises, and that all and every Alienation, Conveyance, Fine, Recovery, Gift, Grant, Bargain and Sale, and every other Act whatsoever, to be made, suffered, or done by any of the Persons respectively to whom the Premises were respectively before assured, conveyed, or limited by the said recited Settlement or the said Act, should be for ever, after the Decease of the Alienor, utterly void, and should be so deemed and adjudged in the Law; provided nevertheless, that neither the First nor any other Son or Sons of the Body of the said *George Talbot*, or of the Body of the said *John Talbot*, or of the Body of the said *Gilbert* Earl of *Shrewsbury*, nor any Heirs Male of the Body or Bodies of any such Son or Sons issuing, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof should thereafter come, descend, or accrue by force or means of the said Act, who should within Six Months after he or they should attain the Age of Eighteen Years take the Oaths appointed to be taken instead of the Oaths of Supremacy and Allegiance by an Act of Parliament made in the First Year of the Reign of their then late Majesties King *William* and Queen *Mary*, intituled *An Act for abrogating the Oaths of Supremacy and Allegiance, and appointing other Oaths*, and also subscribe the Declaration set down and expressed in an Act of Parliament made in the Thirtieth Year of the Reign of the then late King *Charles* the Second, intituled *An Act for the more effectual preserving the King's Person and Government, by disabling Papists from sitting in either House of Parliament*, to be by him or them made, repeated, and subscribed in the Court of Chancery or King's Bench, or Quarter Sessions of the County where he or they should reside, and who should from thenceforth continue a Protestant until he or they attained the Age of Twenty-one Years, should, after he or they should attain the said Age, and while he or they continued Protestants, be disabled from alienating, giving, granting, bargaining, selling, or otherwise conveying away the said Manors, Messuages, Advowsons, Tithes, Lands, Tenements, and Hereditaments, or any other the Premises thereby settled, or any Part thereof, but might alien, give, grant, bargain, sell, or otherwise convey away the same Premises or any Part thereof as freely and absolutely as he or they might have done if the said Act now in recital had never been made; provided also, that no Person or Persons should be disabled to execute

1 W. & M. c. 8.

30 C. 2. stat. 2.

all

all or any of the Powers expressed in the said recited Settlement, or any Powers by the Act now in recital given, and which were thereby or should be by express Words vested in him or them, nor should any Acts to be done by them pursuant to and in the Execution of the said Powers or any of them be rendered or deemed void; provided always, and it was thereby further enacted, that it should be lawful for the First and all and every other Sons and Son of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot*, to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and to and for the First and all and every the Son and Sons of the Body of the said *John Talbot* of *Longford* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and also to and for all and every other Person and Persons to whom the said Manors, Lands, Tenements, Hereditaments, and Premises were by the said Act limited successively aforesaid, when and as they should respectively be in the actual Possession of the Freehold of the said Manors, Lands, Tenements, Hereditaments, and Premises, in the Manner therein mentioned, to limit so much of or out of the said Manors, Lands, Tenements, Hereditaments, and Premises, other than and except the said Manors, Lands, Tenements, and Hereditaments in the County of *Oxford*, as should not exceed the yearly Value of Two thousand Pounds, unto and to the Use of any Woman or Women whom he or they should marry, for the Lives of such Women respectively, for her or their Jointure or Jointures, and also in the Manner therein mentioned to demise or lease all or any Part or Parts of the said Manors, Lands, Tenements, Hereditaments, and Premises whereof the Person making such Lease should be actually possessed, except the Capital Messuage, Outhouses, Gardens, and Park of *Heathropp* in the County of *Oxford*, for Three Lives or Twenty-one Years, or for any Term of Years determinable upon the Death or Determination of Three Lives in possession: And whereas the said *George Talbot*, the Son of *Gilbert Talbot* of *Batchcoate*, died in or about the Year One thousand seven hundred and thirty-three, leaving Issue by the said *Mary* his Wife Six Sons, namely, *George Talbot*, afterwards *George* Earl of *Shrewsbury*, *Charles Talbot*, *John Talbot*, *James Talbot*, *Francis Talbot*, and *Thomas Talbot*, and also several Daughters: And whereas the said *Gilbert* Earl of *Shrewsbury*, *John Talbot* of *Longford*, *George Talbot*, afterwards Earl of *Shrewsbury*, *John Talbot*, *James Talbot*, and *Thomas Talbot* respectively died without leaving Issue: And whereas the said *Charles Talbot* died leaving Issue, namely, *Charles Talbot*, afterwards *Charles* Earl of *Shrewsbury*, and Two other Sons, namely, *George Talbot* and *John Joseph Talbot*: And whereas the said *Charles Talbot* the Son, in the Year One thousand seven hundred and eighty-seven, succeeded to the said Earldom, as Heir Male of the Body of the said

said *George Talbot* the Son of the said *Gilbert Talbot* of *Batchcoate*, and the said *Charles* Earl of *Shrewsbury* and the said *George Talbot* his Brother died without leaving Issue: And whereas the said *John Joseph Talbot* died in or about the Year One thousand eight hundred and fifteen, leaving Issue, namely, *John Talbot* now Earl of *Shrewsbury*, and Two other Sons, namely, *George Henry Talbot* and *James Cavendish Talbot*, and the said *James Cavendish Talbot* died without leaving Issue; and the said *George Henry Talbot* died in or about the Year One thousand eight hundred and thirty-nine, leaving Issue One Son only, namely, *John Talbot*, who has since died under the Age of Twenty-one Years, without leaving Issue: And whereas the said *Francis Talbot* died in or about the Year One thousand eight hundred and twenty, leaving Issue Two Sons, namely, *Francis William Talbot* and *Charles Thomas Talbot*, and the said *Francis William Talbot* died without leaving Issue: And whereas the said *Charles Thomas Talbot* died on or about the Thirtieth Day of *April* One thousand eight hundred and thirty-eight, leaving Issue Two Sons, namely, *Gilbert John Talbot*, who since departed this Life under the Age of Twenty-one Years, and without leaving Issue, and *Bertram Arthur Talbot*, now an Infant: And whereas by an Act passed in the Sixth and Seventh Years of the Reign of Her present Majesty, intituled *An Act for vesting Part of the settled Estates of the Right Honourable* John *Earl of* Shrewsbury, *in the Counties of* Oxford, Chester, Salop, Worcester, *and* Stafford, *in Trustees, to be sold, and for laying out the Monies to arise by such Sale in the Purchase of other Lands and Hereditaments, to be settled in lieu thereof, to the same Uses and subject to the same Restrictions, and for other Purposes therein mentioned*, it was enacted, that certain Estates comprised in the Second Schedule to the said Act now in recital, being Part of the said settled Estates, but not including any of the Hereditaments which are intended to be affected by this Act, should thenceforth be vested in *John Wright* Esquire and *Edmund William Jerningham* Esquire, and their Heirs, to the Use of the said *John Wright* and *Edmund William Jerningham*, their Heirs and Assigns, for ever, upon trust to sell the same in the Manner and for the Purposes therein mentioned; and it was thereby further enacted, that the Power of jointuring contained in the said Act of the Sixth Year of the Reign of King *George* the First should be repealed; and it was thereby further enacted, that it should be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when

6 & 7 Vict. c. 28.

they should respectively by virtue of the Limitations aforesaid be in the actual Possession, or entitled to the Receipt of the Rents, Issues, and Profits, of the Manors and other Hereditaments limited and settled as aforesaid, in the Manner therein mentioned, to limit unto and to the Use of any Woman or Women with whom they respectively might marry or might have married, for the Life or Lives of such Woman or Women respectively, for her or their Jointure or Jointures, any annual Sum or any annual Sums not exceeding in the whole for any One such Woman the yearly Sum of Three thousand Pounds, to be charged upon all or any Part of the Manors and other Hereditaments for the Time being settled as therein mentioned, other than and except certain Hereditaments set forth and described in the Schedule annexed to a certain Act passed in the Forty-third Year of the Reign
43 G. 3. c. 40. of King *George* the Third, intituled *An Act for vesting Part of the settled Estates of the Right Honourable* Charles *Earl of* Shrewsbury, *in the Counties of* Salop, Chester, Berks, Wilts, *and* Oxford, *in Trustees, to be sold, and for laying out the Monies to arise by such Sale in the Purchase of other Lands and Hereditaments, to be settled in lieu thereof to the same Uses and subject to the same Restrictions*, which said last-mentioned Act did not affect any of the Hereditaments intended to be affected by this Act, or the Hereditaments set forth and described in the Second Schedule annexed to the Act now in recital, with such Powers for securing the same as therein mentioned, and subject to such Provisions and Restrictions as in the said Act now in recital contained; and it was thereby further enacted, that the Power of leasing contained in the said Act of the Sixth Year of the Reign of King *George* the First should be repealed; and it was thereby further enacted, that it should be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when they should respectively by virtue of the Limitations aforesaid be in the actual Possession, or entitled to the Receipt of the Rents, Issues, and Profits, of the Manors and other Hereditaments limited and settled as therein mentioned, or for the Guardian or Guardians of such Person for the Time being, if such Person should be an Infant, in the Manner therein mentioned, to grant Leases for any Term or Terms of Years not exceeding Twenty-one Years, and to accept Surrenders of Leases granted under the Power of leasing contained in the said Act of the Sixth Year of the Reign of King *George* the First, other than and except the Leases specified in the First Schedule annexed to the Act now in recital, none of which include any of the Hereditaments intended to be affected

affected by this Act, and to grant new Leases of the Hereditaments comprised in such surrendered Leases for any Term of Years not exceeding Sixty Years; and it was thereby further enacted, that it should be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when they should respectively by virtue of the Limitations aforesaid be in the actual Possession, or entitled to the Receipt of the Rents, Issues, and Profits, of the Manors and other Hereditaments limited and settled as therein mentioned, to limit to the Use of the Child or Children of the respective Persons exercising the said Power, other than and except an eldest or only Son who should for the Time being be next in succession to the Earldom of *Shrewsbury*, or to any One or more of such Children, for the Life or respective Lives of such Child or Children respectively, any annual Sum or annual Sums not exceeding in the whole for any One such Child, with such Limitations over and subject to such Restrictions as therein mentioned, to be charged and chargeable upon all or any Part of the Manors and other Hereditaments settled for the Time being as aforesaid, other than and except the Hereditaments set forth and described in the Schedule annexed to the said Act of the Forty-third Year of the Reign of King *George* the Third, and the Hereditaments set forth and described in the Second Schedule to the Act now in recital; and by the said Act now in recital it was enacted, that the Lands and Hereditaments set forth and described in the Third Schedule thereto, being Part of the said settled Estates (but not being any Part of the Hereditaments which are intended to be affected by this Act), should be charged with certain Annuities therein mentioned; and it was thereby further enacted, that it should be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when they should respectively by virtue of the Limitations aforesaid be in the actual Possession, or entitled to the Receipt of the Rents, Issues, and Profits, of the Manors and other Hereditaments limited and settled as therein mentioned, or for the Guardian or Guardians of such Person or Persons for the Time being if such Person should be an Infant, in the Manner therein mentioned, subject to the

Direction

Direction of Her Majesty's High Court of Chancery, to convey any of the Lands and Premises for the Time being limited and settled as aforesaid, subject to the Restrictions therein mentioned, by way of Exchange for other Hereditaments to be situate as therein mentioned; and it was thereby further enacted, that the Proviso contained in the said Act of the Sixth Year of the Reign of King *George* the First, enabling such Persons as therein and herein-before mentioned to alien the said settled Estates, should be repealed; and it was thereby further enacted, that it should be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when they should respectively by virtue of the Limitations aforesaid be in the actual Possession, or entitled to the Receipt of the Rents, Issues, and Profits, of the Manors and other Hereditaments limited and settled as therein mentioned, or for the Guardian or Guardians of such Person or Persons for the Time being if such Person should be an Infant, in the Manner therein mentioned, to grant Building Leases of the said settled Estates, except such Parts of the Lands in the County of *Stafford* as lie to the North of the River *Churnet*, for any Term of Years not exceeding Ninety-nine Years, and to enter into such Contract or Contracts as therein mentioned for granting such Leases, and to alter, vary, or rescind such Contracts, and to confirm any Lease or Leases to be granted by virtue of the said Act now in recital which might be void or voidable on the Ground of any technical Informality, and to grant Leases of the Mines lying under any of the Lands therein mentioned, not including any Lands in the Township or Parish in which the Lands are situate which are intended to be affected by this Act: And whereas by an Indenture bearing Date the Twenty-first Day of *September* One thousand seven hundred and sixty-five, and made or expressed to be made between *John Grace* of *Whitby* in the County of *Chester*, Yeoman, of the First Part, the said *George* then Earl of *Shrewsbury* of the Second Part, and *John Joynes* of *Hoole* in the said County of *Chester*, Yeoman, of the Third Part, after reciting that the said *John Grace* stood seised of an Estate of Inheritance in Fee Simple of and in the several Fields, Closes, Pieces, or Parcels of Land therein-after mentioned, namely, the Piece or Parcel of Land commonly called and known by the Name of *Nearer Hey*, containing Two Acres Two Roods and Eleven Perches of Land of *Cheshire* Measure, or thereabouts, were the same more or less, and also of and in so much of One other Close, Piece, or Parcel of Land called or known by the Name of the *New Croft* as contained Three Roods and Twenty-eight Perches

Indenture dated 21st Sept. 1765, between John Grace, George Earl of Shrewsbury, and John Joynes.

Perches of Land of *Cheshire* Measure, or thereabouts, more or less, and which was then divided and separated from the rest of the same Close, and also of and in Two Fields, Closes, or Parcels of Land commonly called and known by the Names of the *Mill Hey* and the *Within Hey*, containing Four Acres Three Roods and Twenty-four Perches of Land of *Cheshire* Measure, or thereabouts, were the same more or less, all which said Fields, Pieces, or Parcels of Land were lying and being in *Hoole* aforesaid, and contained in the whole by common Estimation Eight Acres One Rood and Twenty-three Perches, or thereabouts, of *Cheshire* Measure, were the same more or less, and then in the Possession or Occupation of the said *John Joynes*, his Under-tenants or Assigns; and reciting, that the said *John Joynes* was and stood possessed of the several Fields, Closes, Pieces, and Parcels of Land therein-after mentioned for the Residue of a Term of Ninety-nine Years, if he the said *John Joynes* and *Mary* his Wife, and *Sarah* his Daughter, or any of them, should so long live, granted by the said *George* Earl of *Shrewsbury* to him the said *John Joynes* by Indenture of Lease dated the Third Day of *January* One thousand seven hundred and fifty-eight, and that the said Earl was seised of the Freehold and Inheritance thereof in Fee Simple, subject to the said Lease, namely, of Two Fields, Closes, Pieces, or Parcels of Land commonly called and known by the Names of the *Higher Wheawell Field*, and the *Lower Wheawell Field*, containing Six Acres and Six Perches of Land of *Cheshire* Measure, or thereabouts, more or less, of One Loond, Piece, or Parcel of Land in the *Town Field*, containing Three Roods and Four Perches of *Cheshire* Measure, or thereabouts, were the same more or less, of One other Loond, Piece, or Parcel of Land in the *Town Field*, late in the Possession of *Henry Price*, containing Two Roods and Twenty-five Perches of Land, or thereabouts, of *Cheshire* Measure, were the same more or less, and also of One other Close, Piece, or Parcel of Land commonly called and known by the Name of the *Wood Croft*, containing by Estimation Three Roods and Twenty-eight Perches of Land, or thereabouts, of *Cheshire* Measure, were the same more or less, all which said last-mentioned Fields, Closes, Loonds, Pieces, and Parcels of Land were situate, lying, and being in *Hoole* aforesaid, and contained in the whole by Estimation Eight Acres One Rood and Twenty-three Perches of Land, or thereabouts, of *Cheshire* Measure, were the same more or less, and were then in the Possession or Occupation of the said *John Grace*, his Under-tenants or Assigns; and reciting, that the said *John Grace*, the said Earl, and the said *John Joynes* had agreed to make an Exchange of the said Fields, Closes, Pieces, or Parcels of Land in such Manner as was therein-after mentioned; it is witnessed, that in pursuance of the said Agreement, and for carrying the same into execution, and in consideration of the Grant and Conveyance therein-after made by the said Earl and the said *John Joynes* to the said

*John Grace*, and also in consideration of Five Shillings to the said *John Grace* paid by the said Earl and the said *John Joynes*, he the said *John Grace* did give and grant in Exchange unto the said Earl and the said *John Joynes* all the said several Fields, Closes, Pieces, or Parcels of Land therein-before mentioned, to be called and known by the several Names of the *Nearer Hey*, the *Mill Hey*, and the *Within Hey*, and also the said Field, Close, or Parcel of Land called the *New Croft*, containing Three Roods and Twenty-eight Perches, as the same was then separated and divided from the rest of the said Field as aforesaid, with the Appurtenances, to hold the same Premises unto the said then Earl and the said *John Joynes* in manner following, namely, to the Use of the said *John Joynes*, his Executors, Administrators, and Assigns, from thenceforth for and during the then Rest and Residue of the said Term of Ninety-nine Years, if the said *John Joynes*, *Mary* his Wife, and *Sarah* his Daughter, or any of them, should so long live, at and under the yearly Rent, Reservations, Heriots, Covenants, and Agreements contained in the said Lease so made to the said *John Joynes* as aforesaid, and, subject thereto, then to and to the Use and Behoof of the said Earl, his Heirs and Assigns, for ever, in Exchange for the said several Fields, Closes, Parcels of Land, and Hereditaments therein-after granted to the said *John Grace ;* and it is also witnessed, that in further pursuance of the said Agreement, and in consideration of the Grant therein-before made by the said *John Grace* as aforesaid, and also for and in consideration of the Sum of Five Shillings of lawful *British* Money to them the said Earl and the said *John Joynes* paid by the said *John Grace*, he the said Earl and the said *John Joynes* did and each of them did give and grant in Exchange unto the said *John Grace* and his Heirs all the said several Fields, Closes, or Parcels of Land therein-before mentioned to be called and known by the Names of the *Higher Wheawell Field*, the *Lower Wheawell Field*, and the *Wood Croft*, with their Appurtenances, and also the said Two Loonds or Parcels of Land in the said *Town Field*, therein-before also mentioned, with the Appurtenances, to hold the same last-mentioned Premises, with their Appurtenances, unto the said *John Grace*, his Heirs and Assigns, to the only proper Use and Behoof of the said *John Grace*, his Heirs and Assigns, for ever, in Exchange for the said several Closes, Parcels of Land, and Hereditaments therein-before granted to the said Earl and the said *John Joynes :*

Will of John Grace, dated 18th Oct. 1777.

And whereas the said *John Grace* duly made and published his last Will and Testament in Writing, bearing Date the Eighteenth Day of *October* One thousand seven hundred and seventy-seven, which was duly executed and attested as by Law was then required for rendering valid Devises of Freehold Estates, and thereby gave and devised his Messuage, Buildings, Tenement, Lands, and Hereditaments in *Hoole* in the County of *Chester*, then in the Occupation of *John Williams*, his Under-tenants or Assigns, being the Hereditaments which were given or purported to be given in Exchange to the said *John Grace* by

by the lastly herein-before recited Indenture, unto his Niece *Ann Grace*, Daughter of his Brother *Charles Grace*, her Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the Day of his Death, upon trust by Sale or Mortgage of the said Premises or any Part thereof to raise and levy within Six Months after his Death Four hundred Pounds, and to pay Two hundred Pounds, Part thereof, to his Niece *Elizabeth Grace* for her own Use absolutely, and to place the remaining Sum of Two hundred Pounds out at Interest, and pay such Interest to or for the Use of *Anne Cotgreave*, Daughter of *Robert Cotgreave* of *Eccleston*, until she attained the Age of Twenty-one Years, and on her attaining that Age to pay the same to her for her own Use, and if the said *Anne Cotgreave* died under the Age of Twenty-one Years and unmarried, then to pay the same to his Niece, the said *Ann Grace*, for her own Use, and, subject to the said Term and to the Trusts thereof, the said Testator gave the said Hereditaments to his Nephew *Charles Grace*, Son of his Brother *Charles Grace*, his Heirs and Assigns, for ever, and appointed the said *Ann Grace* sole Executrix of his said Will, and the said Testator declared that when the Trusts of the said Term of Two hundred Years should be satisfied the said Term should cease: And whereas the said Testator *John Grace* departed this Life on or about the Seventeenth Day of *June* One thousand seven hundred and eighty, without having revoked or altered his said Will, and after his Death, namely, on or about the Nineteenth Day of *September* One thousand seven hundred and eighty, his said Will was duly proved in the Consistory Court of the Bishop of *Chester*: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *Anne Cotgreave*, and bearing Date the Nineteenth Day of *November* One thousand eight hundred and three, after reciting that the said *John Grace* did in and by his said Will give to the said *Anne Cotgreave* Two hundred Pounds, which he directed should be paid by his Nephew *Charles Grace* from an Estate in *Hoole* which he left to his said Nephew *Charles Grace*, the said *Anne Cotgreave* did thereby acknowledge to having that Day received of and from the said *Charles Grace* the said Sum of Two hundred Pounds, with Interest, in full Satisfaction thereof, and did thereby release the said *Charles Grace* from all Demands which she might have had on him: And whereas the said *Charles Grace* intermarried with one *Elizabeth Palin* of *Poultan* in the County of *Chester* on the Twenty-third Day of *January* One thousand seven hundred and seventy, and departed this Life on or about the Fifth Day of *January* One thousand eight hundred and eleven, intestate, leaving *Charles Grace* of *Stamford Heath* in the County of *Chester*, Gentleman, his eldest Son and Heir at Law: And whereas by an Indenture bearing Date the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, and made between the said *Charles Grace* the Son of

Deed Poll or Instrument, dated 19th Nov. 1803.

Indenture dated 28th Feb. 1833, between

Charles Grace and Samuel Bennett.

of the one Part, and *Samuel Bennett* of the City of *Chester*, Alderman, of the other Part, after reciting that the said *Charles Grace*, Party thereto, was seised in Fee of the Messuage or Dwelling House and Buildings, Fields, Closes, and Parcels of Land thereinafter mentioned, with the Appurtenances, and that the said *Charles Grace* the Son, having Occasion for the Sum of Eight hundred Pounds, had requested the said *Samuel Bennett* to advance and lend him the same, which he had consented to do, upon having the Security for Payment of the same as therein-after mentioned, it is witnessed, that in consideration of the Sum of Eight hundred Pounds of lawful Money of *Great Britain* to the said *Charles Grace* the Son that Day lent and paid by the said *Samuel Bennett*, the Receipt whereof was thereby acknowledged, he the said *Charles Grace* the Son demised unto the said *Samuel Bennett*, his Executors, Administrators, and Assigns, all that Messuage or Dwelling House, with the Outbuildings, Yards, Gardens, and the several Fields, Closes, and Parcels of Land thereunto belonging, of him the said *Charles Grace*, situate, lying, and being in *Hoole* in the said County of *Chester*, and containing in the whole, in *Cheshire* Measure, Twenty Acres or thereabouts (were the same more or less), formerly in the Holding of *John Williams*, subsequently in the Tenure of *Samuel Taylor* deceased, and then in the Occupation of *Mary Taylor* Widow, her Under-tenants or Assigns, with the Appurtenances, which said Hereditaments so conveyed included the Lands and Hereditaments given or purported to be given in Exchange to the said *John Grace* by the herein-before recited Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five, to hold the same Premises, with the Appurtenances, unto the said *Samuel Bennett*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the said Indenture, for and during and unto the full End and Term of One thousand Years thence next ensuing and fully to be complete and ended, subject to a Proviso contained in the said Indenture for making void the same on Payment by the said *Charles Grace* the Son, his Heirs, Executors, Administrators, or Assigns, to the said *Samuel Bennett*, his Executors, Administrators, or Assigns, of the Sum of Eight hundred Pounds, and Interest after the Rate of Four Pounds Ten Shillings *per Centum per Annum*, on the Twenty-eighth Day of *August* then next: And whereas the said *Charles Grace* the Son duly made and published his last Will and Testament in Writing, bearing Date the Fourteenth Day of *June* One thousand eight hundred and thirty-six, which was duly executed and attested as by Law was then required for rendering valid Devises of Freehold Estates, and thereby gave and devised unto *Joseph Gorst* of *Frodsham* in the County of *Chester*, Farmer, and *Joseph Oakes* of the City of *Chester*, Draper, their Heirs and Assigns, all his Real Estate whatsoever and wheresover situate, to hold the same unto the said *Joseph*

Will of Chas. Grace, dated 14th June 1836.

*Gorst* and *Joseph Oakes*, their Heirs and Assigns, for ever, upon trust to receive the Rents, Issues, and Profits thereof until his youngest Child should attain the Age of Fourteen Years, and from and after such Attainment by or in case of the Death of such Child in the meantime, then upon trust that the said Trustees should as soon as conveniently might be sell and absolutely dispose of the said Real Estate, either together or in Parcels, and by private Sale or public Auction, as might seem most expedient, and for the best Price or Prices that could be obtained for the same; and the said Testator thereby declared, that the Receipt or Receipts of his said Trustees should be a sufficient Discharge or Discharges to the Purchaser or Purchasers of the whole or any Part of his said Real Estate for the Money for which the same should be sold as aforesaid, and that such Purchaser or Purchasers should not afterwards be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof; and the said Testator further willed, that the Monies which should arise from such Sale or Sales, after defraying all Expenses attending the Execution of such Trusts, should be deemed to be Part of his Personal Estate, and that the Rents of his said Real Estate until Sale, or of so much thereof as should be remaining unsold, should be deemed to be Part of the annual Income of his Personal Estate, and that the same Monies, Rents, and Profits should be subject to the Dispositions therein-after made concerning his Personal Estate and the annual Income thereof respectively; and, subject to the Payment of his Debts, Funeral and Testamentary Expenses, the said Testator bequeathed all his Personal Estate unto the said *Joseph Gorst* and *Joseph Oakes*, their Executors and Administrators, upon trust to lay out and invest or continue the same in their or his Names or Name upon any One or more of the Government Stocks or Funds of *Great Britain*, or on Real Securities at Interest, with Power to alter, vary, and change the same for others of the like Nature, and to stand possessed of such Trust Funds, Securities, and Premises upon trust to pay the whole of the Interest, Dividends, and annual Proceeds thereof unto his Wife *Rebecca Grace*, or to permit her to receive the same until the youngest Child should attain the Age of Fourteen Years, or should die under such Age; but in case his said Wife should happen to marry again, then that she should cease to receive any further or other Part or Share of such Dividends and annual Proceeds than One Third Part or Share thereof for her own Use, and the Residue thereof to be applied in the Maintenance and Education of his said Children until the youngest should attain the Age of Fourteen Years, or should die under such Age, and from and after such Child attaining such Age, or dying under such Age, as aforesaid, then to pay to his said Wife during her Life, for her sole Use and Benefit, One Third Part or Share of such Dividends and annual Proceeds in manner therein mentioned, such Payment to be deemed and taken by his said Wife in lieu and

satisfaction of her Dower and Thirds, and as to the Remainder of the said Trust Monies, Securities, and Premises, upon trust for all and every the Children of the Testator, equally to be divided between them, Share and Share alike, the Share or Shares of such of them his said Children, being a Son or Sons, to be vested Interests in and as such transmissible to his or their personal Representatives on his or their attaining the Age of Twenty-one Years, and being a Daughter or Daughters, on her or their attaining such Age or being married under such Age, which should first happen, with the usual Condition of Survivorship or Accruer between or amongst such Children in case of the Death of any One or more of them without living to acquire such vested Interest or Interests as aforesaid; and the said Testator did thereby declare and direct, that in case any of his said Children, being a Son or Sons, should live to attain the Age of Twenty-one Years, or being a Daughter or Daughters, should live to attain the Age of Twenty-one Years or be married under such Age, and should afterwards die in his Lifetime, leaving lawful Issue him, her, or them surviving, then in such Case such Issue should be entitled to receive such and the same Share of his said Personal Estate and Effects as his, her, or their Parent or Parents would have been entitled to if then living, and no more; and the said Testator did thereby declare and direct, that in case his said Trustees thereby appointed, or either of them, should happen to die, or decline to act, or become incapable of acting in the Trusts of that his said Will, at any Time before the same Trusts should be fully performed, then and in such Case, and when and so often as the same should happen, a new Trustee should, by and with the Consent of his said Wife, if then living and unmarried, and if not then by and of the sole Authority of the surviving or continuing Trustee, be nominated and appointed a new Trustee in the Place or Stead of such Trustee so dying, declining to act, or becoming incapable of acting as aforesaid, and thereupon all and singular the said Trust Monies, Securities, and Premises should be assigned to and vested in such new Trustee or Trustees, either solely, or jointly with the surviving or continuing Trustee or Trustees, upon the Trusts of that his Will, and that such new Trustee or Trustees should in all things have and be vested with the like Powers and Authorities and act under the like Indemnity as if originally appointed in and by his said Will; and the said Testator appointed the said *Joseph Gorst* and *Joseph Oakes* Executors of his said Will: And whereas the said Testator *Charles Grace* the Son intermarried with one *Rebecca Thomas* of *Stoke* in the said County of *Chester* on or about the Thirtieth Day of *November* One thousand eight hundred and fifteen, and had Issue by such Marriage Nine Children, that is to say, *Rebecca Grace*, *Ann Grace*, *Charles Grace*, *Harriet Grace*, *John Grace*, *Elizabeth Grace*, *Mary Grace*, *Charles Wilkinson Grace*, and *Joseph Grace*; and the said Testator *Charles Grace* the

Son

Son departed this Life on or about the Twentieth Day of *September* One thousand eight hundred and thirty-seven, without having revoked or altered his said Will, and on or about the Thirtieth Day of *January* One thousand eight hundred and thirty-eight Letters of Administration of the Goods, Rights, and Credits of the said Testator, with his said Will annexed, were granted by the proper Ecclesiastical Court to *Rebecca Grace*, Daughter of the said Testator, the said *Joseph Gorst* and *Joseph Oakes* having renounced the Probate thereof: And whereas the said *Rebecca Grace*, one of the Daughters of the said Testator *Charles Grace* the Son intermarried with one *John Bostock* of *Calveley* in the said County of *Chester*, on or about the Thirtieth Day of *October* One thousand eight hundred and thirty-eight, and departed this Life on or about the First Day of *June* One thousand eight hundred and forty-eight, leaving Issue by her said Marriage Three Children, that is to say, *Charles Grace Bostock*, *Charles Bostock*, and *James Bostock*, and her Husband the said *John Bostock*, her surviving: And whereas the said *Ann Grace*, another of the Daughters of the said *Charles Grace* the Son, intermarried with one *William Burgess* of *Northwich* in the said County of *Chester*, on or about the Sixth Day of *October* One thousand eight hundred and forty, and departed this Life on or about the Twenty-fifth Day of *December* One thousand eight hundred and forty-one without Issue, and leaving her Husband the said *William Burgess* her surviving: And whereas the following Children of the said Testator *Charles Grace* the Son departed this Life on the Days and Times hereinafter set forth; that is to say, the said *Charles Grace* on or about the Seventeenth Day of *January* One thousand eight hundred and twenty-three, the said *Elizabeth Grace* on or about the Twenty-ninth Day of *March* One thousand eight hundred and forty, the said *Mary Grace* on or about the Fifth Day of *February* One thousand eight hundred and forty-one, and the said *Joseph Grace* on or about the Fourteenth Day of *June* One thousand eight hundred and forty: And whereas by an Indenture bearing Date the Twelfth Day of *February* One thousand eight hundred and thirty-nine, and made or expressed to be made between *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett* of the one Part, and *Mary Price* of *Wrexham* in the County of *Denbigh*, Spinster, of the other Part, after reciting, that the said *Samuel Bennett* duly signed and published his last Will and Testament in Writing, bearing Date the Fourteenth Day of *February* One thousand eight hundred and thirty-two, and thereby (amongst other things) gave all his mortgaged and Trust Estates vested in him unto his Sons and Trustees the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett*, their Heirs, Executors, Administrators, and Assigns, subject to and upon the Equities and Trusts affecting the same, and that he appointed his said Sons *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John*

Indenture dated 12th Feb. 1839, between Edward Bennett and Thomas Bancroft Bennett, and Samuel John Bennett and Mary Price.

*John Bennett* Executors of his said Will; and also reciting, that the said *Samuel Bennett* died on or about the Thirteenth Day of *December* One thousand eight hundred and thirty-five, without having revoked or altered his said Will, which was duly proved by his said Three Sons and Executors in the Consistory Court of *Chester* on the Fourteenth Day of *March* One thousand eight hundred and thirty-six; and further reciting, that there then remained due to the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett*, as Executors of the said *Samuel Bennett*, upon the therein-before recited Security, the said Principal Sum of Eight hundred Pounds only, all Interest for the same having been paid up to the Day of the Date thereof; and also reciting, that the said *Mary Price* had agreed to pay off the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett* the said Sum of Eight hundred Pounds secured as aforesaid (and which they had called up), on having an Assignment of the said Mortgage in manner therein-after mentioned; it was witnessed, that in consideration of the Sum of Eight hundred Pounds Sterling to the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett* paid by the said *Mary Price* in full of all Principal and Interest due upon the therein-before recited Security, the Receipt whereof was thereby acknowledged, they the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett*, and each of them, did bargain, sell, assign, transfer, and set over unto the said *Mary Price*, her Executors, Administrators, and Assigns, all that the said Principal Sum of Eight hundred Pounds secured as aforesaid, and all Interest thenceforth to become due for the same, and also all and singular the said Messuage or Dwelling House, Buildings, Fields, Closes, or Parcels of Land, Hereditaments, and Premises demised by the therein-before and herein-before recited Indenture of Mortgage, with the Rights, Members, and Appurtenances, and also the said recited Indenture of Mortgage and all other Securities for the said Principal Money and Interest, together with full Power and Authority for the said *Mary Price*, her Executors, Administrators, and Assigns, to ask, demand, sue for, recover, and receive, and give effectual Discharges for, the said Principal Sum of Eight hundred Pounds and Interest thereby assigned, and every or any Part thereof, in her or their own Name or Names, or in the Names or Name of the said *Edward Bennett*, *Thomas Bancroft Bennett*, and *Samuel John Bennett*, or any of them, or otherwise, and all the Estate therein, to have, hold, receive, and take the said Sum of Eight hundred Pounds and Interest thereby assigned unto the said *Mary Price*, her Executors, Administrators, and Assigns, absolutely, and to hold the said Messuage, Buildings, Fields, Closes, or Parcels of Land, Hereditaments, and Premises demised by the therein-before and herein-before recited Indenture of Mortgage of the Twenty-eighth Day of *February* One thousand eight hundred

and

and thirty-three, with the Appurtenances, unto the said *Mary Price*, her Executors, Administrators, and Assigns, from thenceforth for and during all the Residue and Remainder then to come and unexpired of the said Term of One thousand Years, without Impeachment of Waste, subject nevertheless to the Equity or Right of Redemption then subsisting in the said Messuage, Lands, and Premises under or by virtue of the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three: And whereas by a Memorandum in Writing bearing Date the Twelfth Day of *April* One thousand eight hundred and forty-two, under the Hands of the said *Rebecca Grace*, the Widow of the said *Charles Grace* the Son, and of *John Bostock* and *Rebecca* his Wife, theretofore *Rebecca Grace*, the Daughter of the last-named Testator, after reciting the herein-before recited Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, and that the said *Rebecca Grace* and *Rebecca Bostock*, or One of them, on the Twelfth Day of *August* One thousand eight hundred and forty, paid to the said *Mary Price*, out of the said Testator's Personalty, the Principal Sum of Two hundred Pounds, in part of the said Sum of Eight hundred Pounds secured as aforesaid, and that the said *John Bostock* and *Rebecca* his Wife and *Rebecca Grace* having then Occasion for One hundred Pounds, had applied to the said *Mary Price* to re-lend them the same, which she had agreed to do on having their Promissory Note and such Declaration as therein-after contained, and that a Promissory Note as aforesaid had been signed and given to the said *Mary Price* accordingly, it is by the said *Rebecca Grace* and *John Bostock* and *Rebecca* his Wife jointly and severally acknowledged and declared, that the said Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine should be considered a Security to the said *Mary Price*, her Executors, Administrators, and Assigns, for Payment as well of the said Sum of One hundred Pounds then re-lent and advanced, and all Interest to become due for the same, as of the Sum of Six hundred Pounds (then remaining due of the said Principal Sum of Eight hundred Pounds) and the Interest thereof, and they did thereby authorize the said *Mary Price* and her Representatives to retain the same Indenture, and all other the Deeds and Writings in her Custody relating to the said Messuage, Lands, and Hereditaments, until Payment of the said Sum of One hundred Pounds and the Interest thereof, and they did also authorize the Person or Persons who might thereafter act as Trustee or Trustees in effecting the Sale of the said Messuage and Hereditaments to pay to the said *Mary Price* or her Representatives the said Sum of One hundred Pounds and Interest out of their respective Shares of the Purchase Money, and did further undertake and agree, if and when required by the said *Mary Price* or her Representatives, to execute a proper Assignment to her or them by way of Mortgage of the said respective Shares, Estates, and Interest, whether original or accruing

Memorandum dated 12th April 1842, under the Hands of Rebecca Grace and John Bostock.

by Survivorship or otherwise, of and in the Real and Personal Estate of the said *Charles Grace* the Son, deceased, for further securing the said Sum of One hundred Pounds and Interest to the said *Mary Price*, her Executors, Administrators, or Assigns: And whereas the said *Mary Price* duly made and published her last Will and Testament in Writing, bearing Date the Ninth Day of *October* One thousand eight hundred and forty-three, and thereby, after directing Payment of her Debts, Funeral and Testamentary Expenses, and giving certain pecuniary Legacies to the several Persons therein mentioned, the said Testatrix gave and bequeathed all her Share of Household Furniture, Wearing Apparel, Plate, Linen, and other Effects, together with all the Residue of her Money, Securities for Money, and other the Personal Estate not therein-before disposed of, to her Two Sisters, *Margaret Price* and *Anne Price*, in equal Shares, and in case either of them should die in her Lifetime she gave the whole to the Survivor of them; and the said Testatrix appointed her said Two Sisters *Margaret Price* and *Anne Price* Executrixes of her said Will: And whereas the said Testatrix *Mary Price* died on or about the Twenty-fifth Day of *April* One thousand eight hundred and forty-four, without having revoked or altered her said Will, and her said Will was duly proved by her said Executrixes in the Consistory Court of *Chester* on or about the Fifteenth Day of *August* One thousand eight hundred and forty-four: And whereas by an Indenture bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and forty, and made or expressed to be made between the said *Joseph Gorst* and *Joseph Oakes* of the First Part, *Joseph Grace* of *Great Boughton* in the said County of *Chester*, Surveyor, and *John Davies* of the City of *Chester*, Gentleman, of the Second Part, and the said *Rebecca Grace* of the Third Part, after reciting, that the said *Joseph Gorst* and *Joseph Oakes* declined to act in the Execution of the said Will of the said *Charles Grace* the Son, it was witnessed, that in pursuance and in exercise of the Authority to the said *Joseph Gorst* and *Joseph Oakes* for that Purpose given and reserved by the therein-before recited Will, and with the Consent and Approbation of the said *Rebecca Grace*, and on her Nomination and Appointment, testified by her being a Party to and sealing and delivering the said Indenture now in recital, the said *Joseph Gorst* and *Joseph Oakes* nominated and appointed the said *Joseph Grace* and *John Davies* to be Trustees in the Room and Stead of them the said *Joseph Gorst* and *Joseph Oakes* to act in the Trusts mentioned and declared in and by the said Will of the said *Charles Grace* the Son; and by the said Indenture now in recital, and by a Lease for a Year therein referred to, bearing Date the Twenty-sixth Day of *May* One thousand eight hundred and forty, for the Purpose of vesting the said Lands and Hereditaments in the said *Joseph Grace* and *John Davies*, in pursuance and for the Purposes of the said Will, and for and in consideration of Five Shillings of lawful Money of *Great Britain* to them the said *Joseph Gorst* and *Joseph Oakes* paid by

Will of Mary Price, dated 9th October 1843.

Indenture dated 27th May 1840, between Joseph Gorst and Joseph Oakes, Joseph Grace and John Davies, and Rebecca Grace.

by the said *Joseph Grace* and *John Davies*, they the said *Joseph Gorst* and *Joseph Oakes*, at the Request and by the Direction and Appointment of the said *Rebecca Grace* (testified as aforesaid), conveyed unto the said *Joseph Grace* and *John Davies* all the Real Estate, whatsoever and wheresoever situate, of him the said *Charles Grace* the Son, whereof the said *Charles Grace* the Son died seised, to hold the same, with their Appurtenances, unto and to the Use of the said *Joseph Grace* and *John Davies*, and their Heirs, for all such Estate and Interest as they the said *Joseph Gorst* and *Joseph Oakes* respectively then had therein under or by virtue of the said recited Will, and upon and for such and the same Trusts, Intents, and Purposes, and under and subject to such and the same Powers of Sale, and other Powers and Provisions, as are contained, expressed, or declared of and concerning the same Hereditaments and Premises in and by the said Will, or such and so many of them as were then subsisting and capable of taking effect, and for the End, Intent, and Purpose that they the said *Joseph Grace* and *John Davies*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and their and his Assigns, might be enabled to perform and execute all and every the same Trusts, and exercise all and every the same Powers and Authorities, in like Manner in all things as if the Names of the said *Joseph Grace* and *John Davies* had been inserted in the said Will instead of the Names of them the said *Joseph Gorst* and *Joseph Oakes*, and to, for, and upon no other Use, Trust, Intent, or Purpose whatsoever: And whereas by an Indenture bearing Date the Fifteenth Day of *October* One thousand eight hundred and forty-six, and made between the said *John Davies* of the First Part, the said *Rebecca Grace* Widow of the Second Part, and the said *Joseph Gorst* and *Joseph Oakes* of the Third Part, after reciting, that the said *Rebecca Grace* did not at the Time of or previously to the Date of the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty consent nor had she ever consented to the Appointment made or then intended to be made in and by the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty, of the said *Joseph Grace* and *John Davies*, as Trustees in the Room and Stead of the said *Joseph Gorst* and *Joseph Oakes*, to act in the Trusts mentioned and declared in and by the said Will of the said *Charles Grace* the Son, but on the contrary thereof the said *Rebecca Grace* had objected always and then objected to such Appointment, which she did thereby declare by her Execution thereof; and reciting, that the said several Parties thereto had been advised that the Appointment of the said *Joseph Grace* and *John Davies* as such Trustees as aforesaid in the Manner made in and by the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty was not authorized by the Will of the said *Charles Grace* the Son, and was void, and therefore the said *Rebecca Grace* had required peremptorily, and the said Parties thereto of the First and Third Parts had agreed, that

Indenture dated 15th Oct. 1846, between John Davies, Rebecca Grace, Joseph Gorst, and Joseph Oakes.

that the Real Estates of the said *Charles Grace* the Son conveyed in and by the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty to the said *Joseph Grace* and *John Davies*, their Heirs and Assigns, in manner in the said Indenture mentioned, and then vested in the said *John Davies* as the Survivor of them, should be re-conveyed by him to the Use of the said *Joseph Gorst* and *Joseph Oakes*, their Heirs and Assigns, upon the Trusts therein-after mentioned or referred to; it was witnessed, that in pursuance of the said Agreement, and in consideration of Five Shillings to the said *John Davies* then paid by the said *Joseph Gorst* and *Joseph Oakes*, the Receipt whereof was thereby acknowledged, the said *John Davies*, on the said Requisition of the said *Rebecca Grace*, testified by her Execution thereof, did grant, bargain, sell, and confirm unto the said *Joseph Gorst* and *Joseph Oakes*, their Heirs and Assigns, all the Real Estates, whatsoever and wheresoever, which were devised in and by the said Will of the said *Charles Grace* the Son, in manner therein mentioned, and of which he died seised, with the Rights, Members, and Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Term and Terms for Years and for Life or Lives, Property, Possession, Benefit, Claim, and Demand, at Law and in Equity, of the said *John Davies*, of, in, to, out of, and upon the same Real Estates and Premises, to hold the same unto and to the Use of the said *Joseph Gorst* and *Joseph Oakes*, their Heirs and Assigns, for and during all such Estates and Interests as the said *John Davies* then had in the same respectively under and by virtue of the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty, nevertheless upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisions, and Declarations, expressed and contained in and by the said Will of the said *Charles Grace* the Son of and concerning the same Real Estates, or such and so many of the same Trusts, Intents, Purposes, Powers, Provisions, and Declarations as were then subsisting and capable of taking effect: And whereas by an Indenture bearing Date the Sixteenth Day of *October* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Joseph Gorst* and *Joseph Oakes* of the First Part, the said *Rebecca Grace* of the Second Part, and *Simon Ralphs* of *Saighton* in the said County of *Chester*, Gentleman, of the Third Part, after reciting that the said *Joseph Oakes* had declined to act any longer in the Execution of the said Will of the said *Charles Grace* the Son, it was witnessed, that in exercise and execution of the Authority for that Purpose given and reserved by the therein-before recited Will to and vested in the said *Joseph Gorst* as the continuing Trustee thereof, or given to and vested in the said *Rebecca Grace*, and with the Consent and Approbation of the said *Rebecca Grace*, and on her Nomination and Appointment, testified by her being a Party to and sealing and delivering the said Indenture now in recital, the said *Joseph Gorst* and

Indenture dated 16th Oct. 1846, between Joseph Gorst and Joseph Oakes, Rebecca Grace, and Simon Ralphs.

*Rebecca Grace* nominated and appointed the said *Simon Ralphs* to be a Trustee in the Place and Stead of the said *Joseph Oakes*, to act in the Trusts mentioned and declared in and by the said Will of the said *Charles Grace* the Son; and by the Indenture now in recital it was further witnesséd, that for the Purpose of vesting the said Lands and Hereditaments in the said *Simon Ralphs*, in pursuance and for the Purposes of the said Will, and for and in consideration of Five Shillings of lawful Money of *Great Britain* to them the said *Joseph Gorst* and *Joseph Oakes* paid by the said *Simon Ralphs*, they the said *Joseph Gorst* and *Joseph Oakes*, at the Request and by the Direction and Appointment of the said *Rebecca Grace* (testified as aforesaid), conveyed unto the said *Simon Ralphs*, his Heirs and Assigns, all the Real Estates, whatsoever and wheresoever situate, of him the said *Charles Grace* the Son, whereof the said *Charles Grace* the Son died seised, to hold the same, with their Appurtenances, unto the said *Simon Ralphs*, his Heirs and Assigns, to the Use of the said *Simon Ralphs* and *Joseph Gorst*, their Heirs and Assigns, for ever, nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, which were in and by the said Will of the said *Charles Grace* the Son declared and contained concerning the same Hereditaments, Real Estates, and Premises, or such of the same Trusts, Purposes, Powers, Provisoes, and Declarations as were then subsisting or capable of taking effect: And whereas by an Indenture bearing Date the Seventeenth Day of *October* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Margaret Price* and the said *Anne Price* of the one Part, and *Thomas Edward Ward* of the *Lodge House* in the County of *Denbigh*, Esquire, of the other Part, reciting the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, and reciting the Will of the said *Charles Grace* the Son, and his Death, and reciting the herein-before recited Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, and reciting the said Promissory Note bearing Date the Twelfth Day of *April* One thousand eight hundred and forty-two, made by the said *Rebecca Grace* (the Widow and Relict of the said *Charles Grace* the Son), *John Bostock* and *Rebecca Bostock* his Wife (late *Rebecca Grace*, the Daughter and Administratrix of the said *Charles Grace* the Son), to the said *Mary Price*, for securing to her the Sum of One hundred Pounds and Interest, and reciting the therein-before and herein-before recited Memorandum of a Lien bearing Date the Twelfth Day of *February* One thousand eight hundred and forty-two, and reciting the said Will and Death of the said *Mary Price*, and that the same Will was duly proved by the said *Margaret Price* and *Anne Price* as aforesaid, and reciting that there was then due to the said *Margaret Price* and *Anne Price*, as Executrixes of the said Will of the said *Mary Price*, upon the Security of the said

Indenture dated 17th Oct. 1846, between Margaret Price and Anne Price, and Thomas Edward Ward, Esq.

Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, and the said Promissory Note and Memorandum before recited, the Principal Sum of Seven hundred Pounds, and Thirty-seven Pounds Four Shillings for an Arrear of Interest thereon, making together the Sum of Seven hundred and thirty-seven Pounds Four Shillings, and reciting that the said *Thomas Edward Ward* had proposed and agreed to pay off the same Sums, amounting together to the said Sum of Seven hundred and thirty-seven Pounds Four Shillings, and to accept a Transfer of the said Debts and Interest and the aforesaid recited Securities for the same, in manner therein and herein-after mentioned, it was witnessed, that in consideration of the Sum of Seven hundred and thirty-seven Pounds Four Shillings Sterling to the said *Margaret Price* and *Anne Price* paid by the said *Thomas Edward Ward*, the said *Margaret Price* and *Anne Price* did bargain, sell, and assign unto the said *Thomas Edward Ward*, his Executors, Administrators, and Assigns, all and singular the said several Principal Sums of Six hundred Pounds and One hundred Pounds secured as aforesaid, and also the said Promissory Note and Memorandum respectively, and all Interest then due and thenceforth to become due for the same Sums respectively, and all Covenants, Liens, and other Securities given and entered into for securing the same respectively, and all Right, Title, and Property, Benefit, Claim, and Demand, at Law or in Equity, of the said *Margaret Price* and *Anne Price*, or either of them, of, in, to, out of, and upon the same Principal Sums, Interest, Securities, and Premises, to hold, receive, and enjoy the same unto the said *Thomas Edward Ward*, his Executors, Administrators, and Assigns, together with full Power and Authority for the said *Thomas Edward Ward*, his Executors, Administrators, and Assigns, to ask, demand, sue for, recover, and receive and give effectual Discharges for the said Principal Sum of Seven hundred and thirty-seven Pounds and Four Shillings, and Interest, thereby assigned, every or any Part thereof, in his or their own Names or Name, or in the Names or Name of the said *Margaret Price* and *Anne Price*, or either of them, or otherwise; and it was further witnessed, that for the Considerations aforesaid, and in consideration of Five Shillings to each of them the said *Margaret Price* and *Anne Price* then paid by the said *Thomas Edward Ward*, they the said *Margaret Price* and *Anne Price* did bargain, sell, assign, and transfer unto the said *Thomas Edward Ward*, his Executors, Administrators, and Assigns, all the said Messuages, Lands, Hereditaments, and Premises demised by the therein-before and herein-before recited Indenture of Mortgage of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, and which were assigned by the said Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, with the Appurtenances, unto the said *Thomas Edward Ward*, his Executors, Administrators, and Assigns, from thenceforth for and during all the Residue and

Remainder

Remainder then to come and unexpired of the said Term of One thousand Years, without Impeachment of Waste, subject nevertheless to the Equity or Right of Redemption then subsisting in the said Messuage, Lands, and Premises under or by virtue of the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three: And whereas by an Indenture bearing Date the Twenty-ninth Day of *October* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Simon Ralphs* of the First Part, the said *Rebecca Grace* of the Second Part, the said *Joseph Gorst* of the Third Part, and *James Smith* of the said City of *Chester*, Banker's Clerk, of the Fourth Part, after reciting that the said *Joseph Gorst* declined to act in the Execution of the Trusts of the said Will of the said *Charles Grace* the Son, it was witnessed, that in pursuance and exercise of the Authority by the therein-before and herein-before recited Will, and the therein-before and herein-before recited Indenture of the Sixteenth Day of *October* One thousand eight hundred and forty-six, or either of them, given to and vested in the said *Simon Ralphs*, as the continuing Trustee of the same Will, or given to or vested in the said *Rebecca Grace*, and with the Consent and Approbation of the said *Rebecca Grace*, and on her Nomination and Appointment, testified by her being a Party to and legally executing the said Indenture now in recital, the said *Simon Ralphs* nominated and appointed the said *James Smith* to be a Trustee in the Room and Stead of the said *Joseph Gorst*, for the Purposes mentioned in the said Will, so far as related to or concerned the Real Estates of the said *Charles Grace* the Son, and the Trusts thereby declared concerning the same; and by the said Indenture now in recital it was further witnessed, that by virtue and in exercise and execution of the Power or Authority for that Purpose by the said Will, and the said recited Indenture of the Sixteenth Day of *October* One thousand eight hundred and forty-six, or either of them, vested in the said *Simon Ralphs* and *Joseph Gorst*, and for and in consideration of Five Shillings to each of them the said *Simon Ralphs* and *Joseph Gorst* paid by the said *James Smith*, the said *Simon Ralphs* and *Joseph Gorst*, at the Request and by the Direction and Appointment of the said *Rebecca Grace* (testified as aforesaid), conveyed unto the said *James Smith*, his Heirs and Assigns, all the Real Estate whatsoever and wheresoever situate of him the said *Charles Grace* the Son, whereof the said *Charles Grace* the Son died seised, to hold the same, with their Appurtenances, unto the said *James Smith*, his Heirs and Assigns, to the Use of the said *James Smith* and *Simon Ralphs*, their Heirs and Assigns, for ever, nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, which were in and by the said Will, and herein-before recited Indenture of the Sixteenth Day of *October* One thousand eight hundred and forty-six, or either of them, declared and contained or referred

Indenture dated 29th Oct. 1846, between Simon Ralphs, Rebecca Grace, Joseph Gorst, and James Smith.

ferred to concerning the same Hereditaments, Real Estates, and Premises, or such of the same Trusts, Powers, Provisoes, and Declarations as were then subsisting and capable of taking effect: And whereas by an Indenture bearing Date on or about the Eleventh Day of *September* One thousand eight hundred and forty-eight, and made between the said *John Bostock* of *Lower Tranmere* in the County of *Chester*, Book-keeper, of the one Part, and *Edward Lewis* of *Lower Tranmere* aforesaid, Druggist, and *Edward Woodcock* of the same Place, Farmer, of the other Part, reciting that *Rebecca Bostock*, late the Wife of the said *John Bostock*, or he in her Right, was, or one of them is or was, under the said Will of the said *Charles Grace* the Son, the Father of the said *Rebecca*, bearing Date the Fourteenth Day of *June* One thousand eight hundred and thirty-six, herein-before recited, entitled to a certain Portion of the Moneys to arise under the said Will of the said *Charles Grace* the Son, and that the said *Rebecca Bostock* and *John Bostock*, or one of them, was and is entitled, subject to the Life Estate of the said *Rebecca Grace* the Mother, to a vested Share in the Sum of Nine hundred Pounds bequeathed to the Children of the said *Charles Grace* the Son, after the Decease of the said *Charles Grace* and *Rebecca Grace* respectively, and that the said *John Bostock* was desirous of making the Settlement therein-after and herein-after recited, it was witnessed, that in consideration of Ten Shillings Sterling to the said *John Bostock* paid by the said *Edward Lewis* and *Edward Woodcock*, he the said *John Bostock* did assign and transfer unto the said *Edward Lewis* and *Edward Woodcock*, their Executors, Administrators, and Assigns, all that the Share and Interest of him the said *John Bostock* of and in the herein and therein-before described Moneys and Premises, to hold the same unto the said *Edward Lewis* and *Edward Woodcock*, their Executors, Administrators, and Assigns, upon the Trusts nevertheless therein mentioned, with the usual Power of Attorney from the said *John Bostock* to the said *Edward Lewis* and *Edward Woodcock*, their Executors and Administrators; and it was thereby declared, that the said *Edward Lewis* and *Edward Woodcock*, their Executors, Administrators, and Assigns, and the Survivor of them, and the Executors and Administrators of such Survivor, should stand possessed of the Interest, Income, and growing Proceeds thereof upon trust to pay the same unto the said *John Bostock* during his natural Life; and after his Decease it was declared, that they the said *Edward Lewis* and *Edward Woodcock*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of the said Trust Monies and Premises, and the accumulating Interest and Proceeds thereof, in trust for *Charles Grace Bostock*, *John Bostock*, and *James Bostock*, the Three Children of the said *John Bostock* by the said *Rebecca Bostock*, to be equally divided between and amongst them, Share and Share alike, and to be paid to them respectively as and when they should

Indenture dated 11th Sept. 1848, between John Bostock and Edward Lewis and Edward Woodcock.

respectively attain the Age of Twenty-one Years, in case the said *John Bostock*, Party thereto, should be then dead, but if then living, then as soon after his Death as might be; and it was thereby provided, that in case any such Children should die under the Age of Twenty-one Years, without leaving lawful Issue, then the original Share or Shares belonging to such Child or Children of and in the said Trust Monies and Premises should belong to and be in trust for the other, or, if more than One, for the others of the same Children, to be equally divided amongst them, if more than One, Share and Share alike, as Tenants in Common, and for his or their Executors, Administrators, or Assigns; and in case any One or more of the said Children should depart this Life under the Age of Twenty-one Years, leaving lawful Issue living at his or her Death, then the Share of such Child or Children so dying as aforesaid should be in trust for the Issue of such Child or Children, in such Parts, Shares, and Proportions that such Issue may take *per Stirpes*, and not *per Capita*, and so as the Issue of each respective Parent may take as Tenants in Common between themselves; and in the said Deed was contained a Power for the said *Edward Lewis* and *Edward Woodcock* to invest the Money as therein mentioned, nevertheless upon trust, after the Death of the said *John Bostock*, to pay and apply the whole of the Interest of the said Trust Monies and Premises, as they should think fit, for and towards the Maintenance of such Child and Children, in such Proportions as they should think fit; and it was thereby declared, that it should be lawful for the said *Edward Lewis* and *Edward Woodcock* to apply the whole or any Part of the Share of such Child or Issue for placing him, her, or them in any Trade, Profession, or Employment, notwithstanding such Child shall be under the Age of Twenty-one Years; and in the said Deed is contained a Power for the said *Edward Lewis* and *Edward Woodcock* to advance the said *John Bostock*, until the Sale or Sales of the Real Estate herein-before and therein-before mentioned, out of the Monies in their Hands, yearly until the Completion of such Sales, any Sum of Money which together with the Rents and Profits of the said Real Estate should not exceed the Sum of Twenty Pounds; and in the said Deed is contained the usual Power for Appointment of Trustees, also the usual Indemnity, and that the Receipts of the Trustees should be good Discharges, and a Power to reimburse themselves; and the said Deed was duly executed by the said *John Bostock*, *Edward Lewis*, and *Edward Bostock* in the Presence of Two Witnesses: And whereas by an Indenture bearing Date the Thirty-first Day of *January* One thousand eight hundred and fifty, and made or expressed to be made between the said *Thomas Edward Ward* of the one Part, and *John Walker* of the City of *Chester*, Gentleman, of the other Part, reciting the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, and reciting the herein-before recited Indenture of the Twelfth Day of *February* One thousand eight

Indenture dated 31st Jan. 1850, between Thomas Edward Ward and John Walker.

eight hundred and thirty-nine, and reciting the Will and Death of the said *Margaret Price*, and reciting the said herein-before recited Indenture of the Seventeenth Day of *October* One thousand eight hundred and forty-six, and reciting that there was then due to the said *Thomas Edward Ward* upon the before-recited Security the Principal Sum of Seven hundred Pounds, and Forty Pounds Eleven Shillings and Seven-pence for an Arrear of Interest, making together Seven hundred and forty Pounds Eleven Shillings and Seven-pence, and that the said *Thomas Edward Ward* had agreed to assign unto the said *John Walker* the said mortgaged Hereditaments and Premises, upon Payment of the said Sum of Seven hundred and forty Pounds Eleven Shillings and Seven-pence, it was by the now-reciting Indenture witnessed, that in consideration of the Sum of Seven hundred and forty Pounds Eleven Shillings and Seven-pence Sterling to the said *Thomas Edward Ward* paid by the said *John Walker*, in full of all Principal and Interest due upon the herein-before recited Securities, he the said *Thomas Edward Ward* did bargain, sell, and assign unto the said *John Walker*, his Executors, Administrators, and Assigns, all and singular the said several Principal Sums of Six hundred Pounds and One hundred Pounds secured as aforesaid, and also the said Promissory Note and Memorandum respectively, and all Interest then due and thenceforth to become due for the same Sums respectively, and all Covenants, Liens, and other Securities given and entered into for securing the same respectively, and all Right, Title, Property, Benefit, Claim, and Demand, at Law or in Equity, of the said *Thomas Edward Ward*, of, in, to, out of, and upon the same Principal Sums, Interest, Securities, and Premises, to hold, receive, and enjoy the same unto the said *John Walker*, his Executors, Administrators, and Assigns, together with full Power and Authority for the said *John Walker*, his Executors, Administrators, and Assigns, to use the Name or Names and act as the Attorney or Attornies of the said *Thomas Edward Ward*, his Executors and Administrators, in receiving, recovering, and enforcing Payment of the said Principal Sums of Six hundred Pounds and One hundred Pounds respectively, and the Interest of the same respectively, and in giving effectual Discharges for the same, without any Obligation on the Part of the Person or Persons paying the same to see to the Application or be answerable for the Misapplication or Nonapplication of the same; and it was further witnessed, that for the Considerations aforesaid, and in consideration of Five Shillings to the said *Thomas Edward Ward* then paid by the said *John Walker*, he the said *Thomas Edward Ward* did bargain, sell, assign, and transfer unto the said *John Walker*, his Executors, Administrators, and Assigns, all the said Messuages, Lands, Hereditaments, and Premises demised by the therein-before and herein-before recited Indenture of Mortgage of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, and which were assigned by the Indenture of the Seven-

teenth Day of *October* One thousand eight hundred and forty-six to the said *Thomas Edward Ward*, with the Appurtenances, unto the said *John Walker*, his Executors, Administrators, and Assigns, from thenceforth for and during all the Residue and Remainder then to come and unexpired of the said Term of One thousand Years, without Impeachment of Waste, subject nevertheless to the Equity or Right of Redemption then subsisting in the said Messuage, Lands, and Premises under or by virtue of the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three: And whereas the Lands and Hereditaments which were by the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five given or purported to be given in Exchange by the said *John Grace* to the said *George* Earl of *Shrewsbury* and *John Joynes* as aforesaid, a Description whereof is set forth and contained in the First Schedule hereto annexed, have, ever since the Date of the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five, been held and enjoyed with and been considered as forming Part of the Estates for the Time being subject to the Limitations and Provisions contained in the herein-before recited Acts of Parliament respectively, subject to the Term of Ninety-nine Years, determinable as aforesaid, for which the same were granted to the said *John Joynes*, his Executors, Administrators, and Assigns, and the Lands and Hereditaments which by the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five were given or purported to be given in Exchange by the said *George* Earl of *Shrewsbury* and *John Joynes* to the said *John Grace* as aforesaid, a Description whereof is set forth and contained in the Second Schedule hereto annexed, were not the absolute Property of the said *George* Earl of *Shrewsbury*, subject to the Lease thereof granted to the said *John Joynes* as aforesaid, but were Part of the Estates then subject to the Limitations and Provisions contained in the said Act of the Sixth Year of the Reign of King *George* the First, but the same have ever since the Date of the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five been held and enjoyed by the said *John Grace* and those claiming under him by virtue of the several Wills, Deeds, and Instruments herein-before in that Behalf recited: And whereas it is considered that the said *George* Earl of *Shrewsbury* and *John Joynes* had no Power to make such Exchange as was purported or attempted to be made by the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five, and that the said attempted Exchange was and is altogether void: And whereas the said *John Joynes* departed this Life on or about the Fifth Day of *February* One thousand eight hundred and ten, and the said *Mary Joynes* departed this Life on or about the First Day of *July* One thousand eight hundred and six, and the said *Sarah Joynes*, the Daughter of the said *John Joynes*, intermarried

intermarried with one *Ralph Higginson* of *Davenham* in the County of *Chester*, on or about the Twenty-ninth Day of *May* One thousand seven hundred and seventy-five, and she departed this Life on or about the Twenty-third Day of *September* One thousand eight hundred and ten: And whereas the said *John* Earl of *Shrewsbury* has no Issue Male: And whereas the said *John* Earl of *Shrewsbury* is the Heir Male of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot* of *Batchcoate*, and is the Tenant in Tail Male in possession of the Manors, Hereditaments, and Premises which are now subject to the Limitations and Provisions of the severally herein-before recited Acts, and the said *John* Earl of *Shrewsbury* and *Bertram Arthur Talbot* are the only Issue Male now living of the said last-named *George Talbot*, and it is not known who are entitled in remainder after the Deceases of the several Persons last mentioned, and the Failure of their Issue Male: And whereas the said *Bertram Arthur Talbot* is an Infant under the Age of Twenty-one Years, and *William Joseph Amherst* of *New Boswell Court*, Esquire, has been appointed the Guardian of the said *Bertram Arthur Talbot*, by and under an Order of Her Majesty's High Court of Chancery bearing Date the Seventh Day of *June* One thousand eight hundred and fifty: And whereas it would be for the Benefit as well of the said *John* Earl of *Shrewsbury* and those succeeding to the Estates settled by the said respective Acts as aforesaid, as of the Persons claiming under the said *John Grace*, if the said Exchange purported or attempted to be made by the said Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five were confirmed and carried into effect; but such Confirmation cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John* Earl of *Shrewsbury*, *Bertram Arthur Talbot* (by *William Joseph Amherst* his Guardian), *Rebecca Grace*, *Harriet Grace*, *John Grace*, *Charles Wilkinson Grace*, *William Burgess*, *John Bostock*, *Charles Grace Bostock*, *Charles Bostock*, and *James Bostock* (by their Father *John Bostock*), *Simon Ralphs*, *James Smith*, *Edward Lewis*, *Edward Woodcock*, and *John Walker*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Exchange made or purported to be made by the herein-before recited Indenture of the Twenty-first Day of *September* One thousand seven hundred and sixty-five may and shall be ratified and confirmed, and that all and singular the Lands and Hereditaments particularly mentioned and described in the First Schedule to this Act, with all and singular the Houses, Outhouses, Edifices, Buildings, Barns, Stables, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Liberties, Privileges, Profits, Commodities, Emoluments, and Appurtenances

Exchange made under the said Indenture of the 21st Sept. 1765 ratified and confirmed.

Appurtenances whatsoever to the same Lands and Hereditaments belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, shall from and after the passing of this Act remain, continue, and be to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Restrictions, and Declarations, in and by the herein-before recited Act of the Sixth Year of the Reign of King *George* the First limited, expressed, and declared, by Reference or otherwise, of and concerning the Lands and Hereditaments in the County of *Chester* comprised in the therein-recited Indentures of the Third and Fourth Days of *March* One thousand seven hundred and eighteen, or such and so many of the said Uses, Trusts, Intents, Purposes, Powers, Provisoes, Restrictions, and Declarations as are still subsisting and capable of taking effect, save only and except such of the said Uses, Trusts, Intents, Purposes, Powers, Provisoes, Restrictions, and Declarations as are repealed, altered, or varied by the herein-before recited Act of the Sixth Year of the Reign of Her present Majesty, so far as the said last-mentioned Act affects such of the said Lands and Hereditaments in the County of *Chester* as are not comprised in the First, Second, or Third Schedules thereto, and that the same Lands, Hereditaments, and Premises mentioned and described in the said First Schedule to this Act, with the Appurtenances, shall from and after the passing of this Act remain, continue, and be subject to the Powers, Provisoes, Restrictions, and Declarations in and by the said Act of the Sixth Year of the Reign of Her present Majesty expressed and contained of and concerning such of the Lands and Hereditaments in the County of *Chester* affected thereby as are not comprised in the First, Second, or Third Schedules thereto.

The Lands and Hereditaments mentioned in the Second Schedule to this Act, after the passing thereof, freed, discharged, &c.

II. And be it enacted, That all and singular the Lands and Hereditaments particularly mentioned and described in the Second Schedule to this Act, with all and singular the Houses, Outhouses, Edifices, Buildings, Barns, Stables, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Liberties, Privileges, Profits, Commodities, Emoluments, and Appurtenances whatsoever to the same Lands and Hereditaments belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, shall from and after the passing of this Act be for ever freed and discharged from all and singular the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Restrictions, and Declarations contained in the herein-before recited Indentures of the Thirtieth and Thirty-first Days of *October* One thousand seven hundred, and the Third and Fourth Days of *March* One thousand seven hundred and

eighteen respectively, and in the herein-before recited Acts of the Sixth Year of the Reign of King *George* the First and the Sixth Year of the Reign of Her present Majesty respectively, or any or either of them, and shall from and after the passing of this Act remain and be to the Use of such Person or Persons, for such Estates and Interests, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Equities of Redemption, Agreements, and Declarations to, for, upon, with, under, and subject to which the same would have respectively stood limited, subject, or liable, under or by virtue of the herein-before recited Will of the said *John Grace*, the herein-before recited Deed Poll of the Nineteenth Day of *November* One thousand eight hundred and three, the herein-before recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, the herein-before recited Will of the said Testator *Charles Grace* the Son, the said Will of the said *Samuel Bennett*, the herein-before recited Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, the herein-before recited Memorandum of the Twelfth Day of *April* One thousand eight hundred and forty-two, the herein-before recited Will of the said *Mary Price*, and the herein-before recited Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty, and the Lease for a Year therein referred to, the herein-before recited Indenture of the Sixteenth Day of *October* One thousand eight hundred and forty-six, the herein-before recited Indenture of the Seventeenth Day of *October* One thousand eight hundred and forty-six, the herein-before recited Indenture of the Twenty-ninth Day of *October* One thousand eight hundred and forty-six, and the herein-before recited Indenture of the Thirty-first Day of *January* One thousand eight hundred and fifty, or otherwise, in case the said *John Grace* had at the Time of the Date of his said Will been seised of the same Lands, Hereditaments, and Premises, with their Appurtenances, for an Estate of Fee Simple in possession, and had thenceforth continued to be so seised up to the Time of his Death.

General Saving of Rights.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Executors, and Administrators, other than and except the said *John* Earl of *Shrewsbury* and the Heirs Male of his Body, and the said *Bertram Arthur Talbot* and the Heirs Male of his Body, and the Heirs Male of the Body of the said *John* First Earl of *Shrewsbury*, and the Heirs of the said *Charles* Duke of *Shrewsbury*, and all and every other Persons and Person to whom any Estate, Right, Title, Interest, Inheritance, Use, Trust, Claim, or Demand whatsoever shall have been limited or devised, or shall have descended or devolved,

devolved, or shall descend or devolve, under or by virtue of the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Acts of the Sixth Year of the Reign of King *George* the First and the Sixth Year of the Reign of Her present Majesty respectively, or any or either of them, in, to, or out of the Lands and Hereditaments set forth and described in the said Second Schedule hereto, or any of them, or any Part thereof, and other than and except the said *Rebecca Grace*, *John Bostock*, *Harriet Grace*, *John Grace*, *Charles Wilkinson Grace*, *William Burgess*, *Charles Grace Bostock*, *Charles Bostock*, and *James Bostock* (by their Father *John Bostock*), *Simon Ralphs*, *James Smith*, *Edward Lewis*, *Edward Woodcock*, and *John Walker*, and their and each of their respective Heirs, Executors, and Administrators, and the Heirs of the said *Charles Grace* the Father, and all and every other Persons and Person to whom any Estate, Right, Title, Interest, Inheritance, Use, Trust, Claim, or Demand whatsoever shall have been limited or devised, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the herein-before recited Will of the said *John Grace*, the herein-before recited Deed Poll of the Nineteenth Day of *November* One thousand eight hundred and three, the herein-before recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-three, the herein-before recited Will of the said Testator *Charles Grace* the Son, the said Will of the said *Samuel Bennett*, the herein-before recited Indenture of the Twelfth Day of *February* One thousand eight hundred and thirty-nine, the herein-before recited Memorandum of the Twelfth Day of *April* One thousand eight hundred and forty-two, the herein-before recited Will of the said *Mary Price*, and the herein-before recited Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and forty, and the Lease for a Year therein referred to, the herein-before recited Indenture of the Sixteenth Day of *October* One thousand eight hundred and forty-six, the herein-before recited Indenture of the Seventeenth Day of *October* One thousand eight hundred and forty-six, the herein-before recited Indenture of the Twenty-ninth Day of *October* One thousand eight hundred and forty-six, and the herein-before recited Indenture of the Thirty-first Day of *January* One thousand eight hundred and fifty, or any or either of them, in, to, or out of the Lands and Hereditaments set forth and described in the said First Schedule hereto, or any of them, or any Part thereof.

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

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

The FIRST SCHEDULE referred to by the before-mentioned Act.

| | Cheshire Measure. A. | R. | P. |
|---|---|---|---|
| The Nearer Hey Field - - - - - | 2 | 2 | 11 |
| Also so much of One Piece or Parcel of Land called the New Croft, containing - - - - - | 0 | 3 | 28 |
| The Two Fields called the Mill Hey and the Within Hey, containing - - - - - | 4 | 3 | 24 |
| | 8 | 1 | 23 |

*Samuel Higginson.*

The SECOND SCHEDULE referred to by the before-mentioned Act.

| | Cheshire Measure. A. | R. | P. |
|---|---|---|---|
| The Higher Wheawell and the Lower Wheawell Fields, containing - - - - - | 6 | 0 | 6 |
| One Loond in the Town Field - - - | 0 | 3 | 4 |
| One other Loond Piece in the Town Field - - | 0 | 2 | 25 |
| The Wood Croft - - - - - | 0 | 3 | 28 |
| | 8 | 1 | 23 |

*Samuel Higginson.*

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Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1850.