ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 4.

An Act for a Re-settlement of Estates devised by the Will of the Right Honourable Sir *Arthur Ingram Aston* deceased. [28th *July* 1863.]

Order of Court of Chancery, dated 12th July 1862.

WHEREAS by an Order of the Lord High Chancellor made on the Twelfth Day of *July* One thousand eight hundred and sixty-two in a Suit of *Talbot* versus *Staniforth*, after stating it to be his Lordship's Opinion that an Agreement of the First Day of *May* One thousand eight hundred and sixty-two, therein referred to, for a Compromise of the Suit, appeared to be for the Benefit of all the Persons *in esse*, or to come *in esse*, who might claim under the Will of Sir *Arthur Ingram Aston* (in this Act called Sir *Arthur Aston*), his Lordship did order that the Agreement dated the First Day of *May* One thousand eight hundred and sixty-two should be carried into effect; and his Lordship being further of opinion that it was expedient to obtain an Act of Parliament to carry the Agreement of Compromise into effect did order that an Application should be made to Parliament for that Purpose, and that the Draft of the Bill in Parliament for the Act for that Purpose should be approved by the Judge to whose Court the Cause was attached: And whereas

by the Certificate of the Chief Clerk of his Honour Vice Chancellor *Wood*, the Judge to whose Court the Cause was attached, made on the Twenty-fourth Day of *June* One thousand eight hundred and sixty-three, in accordance with Directions given to him by the Judge for the Purposes of the recited Order of the Lord Chancellor, he certified to the following Effect, that is to say:

That the Draft of a Bill in Parliament for an Act to carry into effect the Agreement of Compromise, dated the First Day of *May* One thousand eight hundred and sixty-two, entered into between *Charles Arthur Chetwynd Talbot*, the Plaintiff, of the First Part, the Defendants *Charles Staniforth* and *William Loaden* of the Second Part, the Defendant *Edward Nugent Murta* of the Third Part, the Defendant *Hervey Talbot* of the Fourth Part, the Defendants *William Henry Chetwynd* and *Blanche* his Wife of the Fifth Part, the Defendant *Frances Jessie Talbot* of the Sixth Part, and the Right Honourable *Henry John Chetwynd Talbot* Earl of *Shrewsbury and Talbot* of the Seventh Part, in the said Order mentioned, and to be intituled "An Act for a Re-settlement of Estates devised by "the Will of the Right Honourable Sir *Arthur Ingram Aston* "deceased," had been approved by the said Judge, the several Recitals or Statements mentioned and set forth in the Preamble of the said Draft Bill, a Copy whereof was set forth, by way of Schedule to the said Certificate, having been first duly proved and verified by the Production of the several Documents mentioned or referred to in the said Preamble, and by other and sufficient Evidence in the said Cause, and which Draft Bill so approved is identified by the Signature of the said Chief Clerk in the Margin thereof:

1. *Arthur Wellington Hervey Aston* late of *Aston* in the County of *Chester* Esquire, deceased, (in this Act called Mr. *Aston*,) by his Will dated the Twenty-second Day of *August* One thousand eight hundred and thirty-nine, and duly executed and attested, after charging his Real Estate with the Amount, if any, by which his Personal Estate should be insufficient for the Payment of his Debts and Legacies, and giving divers pecuniary Legacies, devised all his Messuages, Lands, and Hereditaments whatsoever and wheresoever unto his Uncle Sir *Arthur Ingram Aston* (then *Arthur Ingram Aston* Esquire, and in this Act called Sir *Arthur Aston*,) for Life, with Remainder to his First and other Sons in Tail Male; and in default of his having Issue Male to the Testator's Sister, the Honourable *Harriet*, then the Wife of the Honourable and Reverend *Arthur Chetwynd Talbot* (in this Act called Mrs. *Talbot*), for Life, with Remainder to her First and other Sons severally and successively, according

according to Seniority, in Tail Male, with Remainder to the Testator's right Heirs.

2. Mr. *Aston* died on the Twenty-eighth Day of *August* One thousand eight hundred and thirty-nine without having revoked or altered his Will, and Letters of Administration, with his Will annexed, were afterwards granted by the Prerogative Court of *Canterbury*.

3. Mr. *Aston* at the Time of his Death was, or claimed to be, seised in Fee or otherwise entitled to the Inheritance in Fee Simple of and in divers Real Estates in the Counties of *Chester* and *Warwick*, subject to divers Mortgages and other Incumbrances thereon, some of which are still in force, but those Estates did not include the *Aston Grange* Estate.

4. No Part of Mr. *Aston*'s Debts and Legacies other than Mortgage Debts is now a Charge on any Part of his Real Estates, but a Mortgage for securing Money which has been raised for Payment of Part of his Debts and Legacies is now an Incumbrance on Part of the Estates.

5. Mrs. *Talbot* (who had intermarried on the Seventeenth Day of *July* One thousand eight hundred and thirty-two with the Honourable and Reverend *Arthur Chetwynd Talbot*) died in the Month of *February* One thousand eight hundred and forty-five, leaving *Charles Arthur Chetwynd Talbot* (in this Act called *Charles Talbot*), her elder Son, and *Hervey Talbot*, her only other Son, and *Blanche Talbot*, now the Wife of *William Henry Chetwynd* Esquire (in this Act called Mrs. *Chetwynd*, and who and her Husband are in this Act called Mr. and Mrs. *Chetwynd*), and *Frances Jessie Talbot* (in this Act called Miss *Talbot*), her only Daughters, her surviving, and not having had any other Child except a Daughter named *Harriet Cecil*, who was born on the Twenty-third Day of *April* One thousand eight hundred and thirty-three, and who died on the Fifth Day of *June* One thousand eight hundred and thirty-seven.

6. By an Indenture or Disentailing Assurance, dated the Second Day of *September* One thousand eight hundred and fifty-seven, and duly enrolled on the Third Day of *December* One thousand eight hundred and fifty-seven in the Court of Chancery, between *Charles Talbot* of the First Part, Sir *Arthur Aston* of the Second Part, and *George Loaden* of the Third Part, (wherein it was amongst other things recited that Portions of the Hereditaments devised by Mr. *Aston*'s Will had been sold or taken for public Purposes, but the Purchase Money for the same had not been laid out in the Purchase of

other

other Hereditaments to be conveyed to the Uses limited by the Will,) *Charles Talbot*, with the Consent of Sir *Arthur Aston* as Protector of the Settlement, conveyed and disposed of the Hereditaments devised by Mr. *Aston*'s Will, and then subject at Law or in Equity to the Limitations contained in the Will, and all other, if any, the Hereditaments then subject to those Limitations, or which might be purchased with the Purchase Money received for the Hereditaments so sold or taken, (subject to the Estates by Mr. *Aston*'s Will limited, which preceded the Estate in Tail Male, thereby limited to the First Son of Mrs. *Talbot*,) unto *George Loaden*, his Heirs and Assigns, in Fee Simple absolute to the Use of *Charles Talbot*, his Heirs and Assigns for ever, and *Charles Talbot* thereby assigned the same Purchase Monies, and the Stocks, Funds, and Securities on which the same were or might be invested, (subject to the Estates and Interests then existing therein under Mr. *Aston*'s Will prior to the Estate or Interest thereby given to the First Son of Mrs. *Talbot*,) unto *George Loaden* absolutely, upon trust for *Charles Talbot* absolutely.

7. By an Indenture of Conveyance and Assignment, dated the Third Day of *September* One thousand eight hundred and fifty-seven, between *Charles Talbot* of the one Part, and Sir *Arthur Aston* of the other Part, (wherein it was recited that *Charles Talbot* had contracted and agreed with Sir *Arthur Aston* for the absolute Sale to him of the Reversionary Estate or Interest of *Charles Talbot* expectant on the Death of Sir *Arthur Aston* and Failure of his Issue Male of and in all the Messuages, Lands, Tenements, Hereditaments, and Monies respectively comprised in the recited Disentailing Assurance for the Sum of Seven thousand five hundred Pounds,) in consideration of Seven thousand five hundred Pounds expressed to be paid to *Charles Talbot* by Sir *Arthur Aston*, *Charles Talbot* conveyed the Manors, Messuages, Lands, and Hereditaments comprised in the recited Disentailing Assurance (subject to the Charges limited by Mr. *Aston*'s Will, and any prior Charges affecting the same, and to the respective Estates for Life and in Tail Male by the Will limited in favour of Sir *Arthur Aston* and his First and other Sons,) unto and to the Use of Sir *Arthur Aston*, his Heirs and Assigns, and *Charles Talbot* thereby assigned the Purchase Monies, Stocks, Funds, and Securities comprised in the recited Disentailing Assurance (subject only to the Estates or Interests existing therein under Mr. *Aston*'s Will prior to the Estate or Interest of *Charles Talbot*) unto Sir *Arthur Aston*, his Executors, Administrators, and Assigns.

8. Two

8. Two thousand five hundred Pounds, Part of the Seven thousand five hundred Pounds, was paid by Sir *Arthur Aston* to *Charles Talbot*, but Five thousand Pounds, Residue thereof, was not actually paid by Sir *Arthur Aston*, but was secured by the following Indenture of Mortgage.

9. By Indenture of Mortgage, dated the Fourth Day of *September* One thousand eight hundred and fifty-seven, between Sir *Arthur Aston* of the First Part and *Theobald Theobald* and *Charles Symonds* (in this Act called Messrs. *Theobald* and *Symonds*) of the Second Part, the unpaid Five thousand Pounds, with Interest at Four Pounds *per Centum per Annum* thereon, was secured to be paid to Messrs. *Theobald* and *Symonds* by a Mortgage by Sir *Arthur Aston* to them of the Equity of Redemption in Fee Simple of the *Aston Grange* Estate, in the Parishes of *Runcorn* and *Frodsham*, in the County of *Chester*, to which Equity of Redemption Sir *Arthur Aston* was or claimed to be absolutely entitled.

10. By an Indenture of Post-nuptial Settlement, also dated the Fourth Day of *September* One thousand eight hundred and fifty-seven, between *Charles Talbot* and *Mary Matilda* his Wife of the one Part, and Messrs. *Theobald* and *Symonds* of the other Part, the Five thousand Pounds and Interest secured by the Mortgage were settled upon Trusts for *Charles Talbot* and *Mary Matilda* his Wife, and their Children.

11. Sir *Arthur Aston* died on the Fifth Day of *May* One thousand eight hundred and fifty-nine, a Bachelor, leaving *Charles Talbot* his Heir-at-Law.

12. Sir *Arthur Aston* by his Will dated the Sixteenth Day of *April* One thousand eight hundred and fifty-nine, and duly executed and attested, and which on the Twenty-fourth Day of *June* One thousand eight hundred and fifty-nine was proved by the Executors thereof in Her Majesty's Court of Probate (the Principal Registry), gave to *Edward Nugent Murta* (in this Act called Dr. *Murta*), out of the Testator's Estates, a Life Annuity of Two hundred Pounds, and devised all his Real Estates to *Charles Staniforth* and *William Loaden* (in this Act called Messrs. *Staniforth* and *Loaden*), their Heirs and Assigns, upon trust out of the Rents and Profits thereof to pay all Outgoings and periodical legal Charges, and out of the Surplus of the Rents and Profits to pay to Dr. *Murta* his Annuity by equal half-yearly Payments, and out of the then Surplus to pay to *Hervey Talbot* One thousand Pounds a Year, by equal half-yearly Payments, during the Four Years

next after the Testator's Decease; and during the Four Years he directed his Trustees (subject to the Charges then already subsisting and by his Will made) to pay and apply in such Manner as to them might appear proper the Surplus of the Rents and Profits towards the Discharge of the Mortgages affecting the Estates; and if *Hervey Talbot* should be alive at the Expiration of the Four Years, then he devised the Estates to him for Life, with Remainder to his First and other Sons in Tail Male, with Remainder to Mrs. *Chetwynd* for her Life and her First and other Sons in Tail Male, with Remainder to Miss *Talbot* for her Life and her First and other Sons in Tail Male, with Remainder to his own right Heirs; and he declared that if *Hervey Talbot* should during the Four Years encumber or sell the Life Interest by the Will to him given, the Limitation to him and his First and other Sons should wholly fail, and the next Limitation should take effect; and the Residue of his Estate and Effects whatsoever he devised and bequeathed to his Trustees to preserve such Parts intact for the Four Years as they thought right, and to convert such other Parts into Money as to them seemed fit in aid of the Payment of Debts and Mortgages, and what might remain of the Estates and Effects at the Expiration of the Four Years should then go and belong to *Hervey Talbot* absolutely if he should come into possession of the Life Estate therein-before limited to him, and in failure of coming into such Possession then to Mrs. *Chetwynd* and Miss *Talbot* in equal Shares; and he gave to his Trustees, their Heirs and Assigns, full Power to make Leases for any Term of Years, and any Purposes they might think fit.

13. By an Indenture dated the Eighth Day of *December* One thousand eight hundred and fifty-nine, and enrolled on the Twelfth Day of *December* One thousand eight hundred and fifty-nine in the Court of Chancery, between *Charles Talbot* of the one Part and *Isaac William Sewell* of the other Part, *Charles Talbot* made a Conveyance and Assignment for his own Benefit of the Real and Personal Estates comprised in the recited Disentailing Assurance to the like Effect as the Conveyance and Assignment of the same thereby made, save only that *Isaac William Sewell* was substituted for *George Loaden*.

14. On the Fifth Day of *May* One thousand eight hundred and sixty the Bill in the Suit of *Talbot* versus *Staniforth* was filed by *Charles Talbot*, and prayed (among other things) that the Sale and the Conveyance and Assignment, dated the Fourth Day of *September* One thousand eight hundred and fifty-

fifty-seven, by *Charles Talbot* to Sir *Arthur Aston*, of *Charles Talbot*'s Estate and Interest in the Real Estates devised by the Will of Mr. *Aston*, and in the Monies arising from or produced by the Sale or Exchange of Portions thereof, and respectively comprised in that Conveyance and Assignment, might be set aside.

15. By the Decree made on the Twenty-seventh Day of *May* One thousand eight hundred and sixty-one by the Vice Chancellor on the Hearing of the Cause of *Talbot* versus *Staniforth* the Court did "declare that the Indenture of "Conveyance and Assignment bearing Date the Fourth "(meaning the Third) Day of *September* One thousand eight "hundred and fifty-seven from the Plaintiff to Sir *Arthur* "*Ingram Aston* deceased, in the Pleadings mentioned, and "also the Indenture of Mortgage bearing Date the same "Fourth Day of *September* One thousand eight hundred and "fifty-seven from the said Sir *Arthur Ingram Aston* to the "Defendants *Theobald Theobald* and *Charles Symonds*, ought "to be set aside," and did "order and decree the same "accordingly," and divers Accounts were ordered to be taken, and other Matters were ordered.

16. An Appeal against the Decree was presented by some of the Defendants, and on the Hearing of the Appeal before the Lord High Chancellor his Lordship, on the Thirteenth Day of *November* One thousand eight hundred and sixty-one, intimated the Propriety of a Compromise of the Suit being come to, and reserved his Judgment.

17. By Articles of Agreement, dated the First Day of *May* One thousand eight hundred and sixty-two, between *Charles Talbot* of the First Part, Messrs. *Staniforth* and *Loaden* of the Second Part, Dr. *Murta* of the Third Part, *Hervey Talbot* of the Fourth Part, Mr. and Mrs. *Chetwynd* of the Fifth Part, Miss *Talbot* of the Sixth Part, and the Right Honourable *Henry John Chetwynd* Earl of *Shrewsbury* and Earl *Talbot* (in this Act called the Earl) of the Seventh Part, an Agreement was come to for a Compromise of the Suit of *Talbot* versus *Staniforth*, and divers Authorities for giving effect to some of the Terms of Compromise were thereby conferred on the Earl.

18. By the Order of the Lord Chancellor made on the Twelfth Day of *July* One thousand eight hundred and sixty-two (already recited in this Act) it was ordered that the Agreement for Compromise should be carried into effect, and Application should be made to Parliament for an Act for the Purpose, and the Draft of the Bill should be approved by the Judge to whose Court the Cause was attached.

19. The

19. The Principal Monies included in the recited Indenture of Conveyance and Assignment of the Third Day of *September* One thousand eight hundred and fifty-seven are now represented by a Sum of One thousand seven hundred and eleven Pounds Ten Shillings and Eightpence Consols, standing in the Name of the Accountant General of the Court of Chancery, remaining to the Credit of a Cause *Walker* versus *Aston* in that Court.

20. By Clause One of the Agreement for Compromise it was provided (amongst other things) that the Real Estate in *Warwickshire* which is the Subject Matter of the Agreement should be sold, and that the Proceeds thereof, and of the One thousand seven hundred and eleven Pounds Ten Shillings and Eightpence Consols, should be applied, first, in discharge of existing Mortgages and Charges; secondly, in Payment of so much of the after-mentioned Sum of Twenty thousand Pounds as should not be raised by a Charge upon the *Aston* Estates under Clause Three of that Agreement; and thirdly, in discharge of the Mortgages to which the *Aston* Estates in *Cheshire* should for the Time being be subject, including the same Sum of Twenty thousand Pounds or such Part thereof as should be made a Charge under Clause Three of the Agreement; by Clause Two of the Agreement it was provided that the Twenty thousand Pounds to be paid or raised under Clauses One and Three should be paid to the Earl or his Nominee or Nominees, and should be applied first in Repayment to Sir *Arthur Aston*'s Trustees of the Sum of Two thousand five hundred Pounds paid to *Charles Talbot* by Sir *Arthur Aston*, with Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Fourth Day of *September* One thousand eight hundred and fifty-seven up to the Day of the Repayment thereof, and also the Amount which had been received by *Charles Talbot* or Messrs. *Theobald* and *Symonds* for Interest upon the Five thousand Pounds since the Fourth Day of *September* One thousand eight hundred and fifty-seven, and next in or towards Payment and Satisfaction of such of the Debts or Claims owing from or claimed against *Charles Talbot* to or by Persons therein named, or to or by any other Person or Persons at the Date of the Agreement for Compromise, as the Earl or his Nominee or Nominees should in his or their absolute Discretion think fit to pay and satisfy; and by Clause Three of the Agreement it was provided, that instead of waiting until the Sale of the *Warwickshire* Estate should be completed, the Earl or his Nominee or Nominees, at the Request and by the Direction in Writing of *Charles Talbot*, at any Time and from Time

to

to Time until the Sale should be completed might borrow the whole or any Part of the Twenty thousand Pounds at Interest not exceeding Five Pounds *per Centum per Annum* on the Security of a Charge upon the *Aston* Estates or any of them (subject to existing Mortgages and Charges), and by any Writing under his or their Hand or Hands might direct that the Amount so borrowed, with such Interest, should be a Charge and Lien upon the *Aston* Estates, or any of them, subject to the existing Mortgages and Charges. In exercise of the Discretion given to him by the Second Clause of the Agreement the Earl determined to pay off Debts of *Charles Talbot* amounting together to Twelve thousand seven hundred and thirty-three Pounds Ten Shillings and Threepence, whereof Three thousand five hundred and eighty-two Pounds was due to *William Collett Reynolds* of *Great Yarmouth* in the County of *Norfolk* Gentleman, and the Remainder to *Henry Padwick*, *Edward Daniell*, *John Mills*, and *John Cann*; and *William Collett Reynolds* having at the Request of the Earl paid off the Debts due to *Padwick*, *Daniell*, *Mills*, and *Cann*, the Earl in consideration thereof, and of the Three thousand five hundred and eighty-two Pounds due to *William Collett Reynolds*, and in exercise of the Power of borrowing Money given by the Third Clause of the Agreement, did by Articles of Agreement dated the Nineteenth Day of *June* One thousand eight hundred and sixty-two, under the Hands and Seals of the Earl, *Charles Talbot*, and *Hervey Talbot*, and expressed to be made between the Earl of the First Part, *Charles Talbot* of the Second Part, *Hervey Talbot* of the Third Part, and *William Collett Reynolds* of the Fourth Part, and by a Memorandum in Writing under the Earl's Hand dated the Thirteenth Day of *August* One thousand eight hundred and sixty-two, did agree to create a Charge on the *Aston* Estates for the Sum of Twelve thousand seven hundred and thirty-three Pounds Ten Shillings and Threepence, with Interest at the Rate of Five Pounds *per Centum per Annum*, in favour of *William Collett Reynolds*.

21. The Real Estate in *Cheshire*, which is Subject Matter of the Agreement for Compromise (not including the *Aston Grange* Estate), is of the aggregate estimated Value of Two hundred and forty thousand Pounds or thereabouts; and the Real Estate in *Warwickshire*, which is Subject Matter of the Agreement for Compromise, is of the aggregate estimated Value of Sixty thousand Pounds or thereabouts.

22. The Principal Sums now secured by Mortgage on Parts of the *Cheshire* Estate are of the aggregate Amount of

Seventy-eight thousand three hundred and forty Pounds or thereabouts, and the Principal Sums now secured by Mortgage on the *Warwickshire* Estate are of the aggregate Amount of Twenty-seven thousand four hundred and forty-seven Pounds Ten Shillings or thereabouts, and the Mortgages for securing the same were all executed before the Execution by *Charles Talbot* of the disentailing Assurance of the Second Day of *September* One thousand eight hundred and fifty-seven.

23. The *Cheshire* and *Warwickshire* Estates, or Parts thereof, are also subject to terminable Drainage Charges amounting to Two hundred and seventy-six Pounds Nine Shillings and Tenpence a Year or thereabouts on the *Cheshire* Estate, and Two hundred and two Pounds and Sixpence a Year or thereabouts on the *Warwickshire* Estate, the latest of which will terminate in the Year One thousand eight hundred and seventy-seven.

24. Parts of those Estates are subject to Powers conferred by Acts of Parliament on Railway Companies for the compulsory Purchase thereof by them.

25. A Notice has been given by a Railway Company of their Intention to take Part of the *Warwickshire* Estate.

26. *Charles Talbot* on the Twenty-fourth Day of *January* One thousand eight hundred and fifty-seven, being then a Bachelor, intermarried with *Mary Matilda* now his Wife, then *Mary Matilda Whitman* Spinster.

27. *Charles Talbot* has Issue Two Sons, *Algernon Charles Talbot* and *Arthur Hervey Talbot*, and Two Daughters, *Cecil Harriet Talbot* and *Gwendoline Mary Talbot*, all Infants, and has not had any other Child.

28. *Hervey Talbot* is a Bachelor.

29. Mrs. *Chetwynd*, then *Blanche Talbot* Spinster, on the Fifteenth Day of *August* One thousand eight hundred and fifty-four intermarried with Mr. *Chetwynd*.

30. Mrs. *Chetwynd* has Issue One Son, *Arthur Chetwynd*, an Infant, and has not had any other Son.

31. Miss *Talbot* is a Spinster.

32. Divers Persons are or claim to be Creditors by Specialty or otherwise of *Charles Talbot* and *Hervey Talbot* respectively.

33. The respective Estates or Interests acquired or to be acquired by *Charles Talbot* and *Hervey Talbot* respectively under the Agreement for Compromise have by them respectively, since the Date of the same Agreement, been charged or otherwise made available as Security for Money.

34. The

34. The Persons (other than Mortgagees and other Incumbrancers) now *in esse* and beneficially interested in the Estates and Effects (including the *Aston Grange* Estate) which are more or less directly Subject Matters of the Agreement for Compromise are *Charles Talbot* and *Mary Matilda* his Wife, and *Algernon Charles Talbot*, *Arthur Hervey Talbot*, *Cecil Harriet Talbot*, and *Gwendoline Mary Talbot*, their Four Infant Children, *Hervey Talbot*, Mr. and Mrs. *Chetwynd* and *Arthur Chetwynd* their Infant Son, Miss *Talbot*, and Dr. *Murta*.

35. The Persons (other than Mortgagees and other Incumbrancers) now interested as Trustees in those Estates and Effects, or Parts thereof, are Messrs. *Theobald* and *Symonds* and Messrs. *Staniforth* and *Loaden*.

36. By the Agreement of Compromise the *Warwickshir* Estate was to be vested for the Purposes thereof in Two Trustees, one to be selected by *Charles Talbot* and the other by *Hervey Talbot*, and *Charles Talbot* and *Hervey Talbot* have accordingly, by Writings under their respective Hands, dated the Thirtieth Day of *May* One thousand eight hundred and sixty-three and the Third Day of *June* One thousand eight hundred and sixty-three respectively, selected the Earl and *Edward Daniell* of *Shropham Hall* in the County of *Norfolk* Esquire to be those Trustees.

37. By the Agreement of Compromise a Fund (in this Act called *Hervey Talbot*'s Portion) was to be vested in Messrs. *Staniforth* and *Loaden* as Trustees, with a Provision enabling the Court of Chancery to appoint new Trustees on the Application of the Person entitled in possession to the Income of the Fund; and *Hervey Talbot* (who is the Person now so entitled in possession) has by Writing under his Hand, dated the Third Day of *June* One thousand eight hundred and sixty-three, declared that he is desirous that the Earl and the Honourable *Gerald Chetwynd Talbot* should be Trustees of the Fund in the Place of Messrs. *Staniforth* and *Loaden*, and they have signified their Assent to be such Trustees.

38. The Earl and *Edward Daniell* have signified their Assent to be Trustees not only of the *Warwickshire* Estate, but also for the general Purposes of this Act.

And whereas the recited Certificate was approved by the Judge and confirmed: And whereas such of the Hereditaments comprised in the Indenture of Conveyance and Assignment of the Third Day of *September* One thousand eight hundred and fifty-seven as are situate in the County of *Warwick* are specified in the First Schedule

dule to this Act annexed, and in this Act are called "the *Warwickshire* Estate": And whereas the Residue of the Hereditaments comprised in that Indenture, and all of which are situate in the County of *Chester*, are specified in the Second Schedule to this Act annexed, and in this Act are called "the *Cheshire* Estate": And whereas the Hereditaments comprised in the Indenture of Mortgage of the Fourth Day of *September* One thousand eight hundred and fifty-seven are specified in the Third Schedule to this Act annexed, and in this Act are called "the *Aston Grange* Estate": And whereas if the Suit of *Talbot* versus *Staniforth* were carried on to a final Decree the Litigation might be of long Continuance and very costly, and several Years might elapse during which the Ownership and Enjoyment of the Estates in question would be left in a Condition of Uncertainty, and the ultimate Result thereof might be seriously prejudicial to some of the Persons who would be benefited by the carrying into effect of the Agreement for Compromise, and it would be for the Benefit of all the Persons *in esse*, or to come *in esse*, who might claim under the Will of Sir *Arthur Aston*, and it is therefore expedient, that the Compromise so far as it remains to be fulfilled, and as is provided for by this Act, be carried into effect by this Act: And whereas the Objects of this Act cannot be obtained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Henry John Chetwynd* Earl of *Shrewsbury* and Earl *Talbot*, on behalf of all Persons interested under the Agreement for Compromise, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Aston*'s Estates Act, 1863."

Appointment of First Trustees of this Act.

2. The Right Honourable *Henry John Chetwynd* Earl of *Shrewsbury* and Earl *Talbot* and *Edward Daniell* shall be the First Trustees of this Act.

Extent of Expression "the Trustees of this Act."

3. The several Trusts, Powers, and Discretions of this Act to be respectively performed, executed, and exercised by "the Trustees of this Act" may from Time to Time be performed, executed, and exercised respectively by the Earl and *Edward Daniell*, and the Survivor of them, and other the Trustees and Trustee from Time to Time appointed under this Act in their respective Place, all and every of whom respectively are and is comprised in the Expression

Expression "the Trustees of this Act" wherever it occurs in this Act.

Execution of Trusts of Act by Trustees of Act.

4. The Trustees of this Act shall perform, execute, and exercise their several Trusts, Powers, and Discretions under this Act for the Purpose of giving effect to the Agreement for Compromise to such Extent and in such Manner as Effect is intended to be given thereto by the several Provisions of this Act, and in order thereto they may (except only as by this Act is otherwise expressly provided) perform, execute, and exercise their several Trusts, Powers, and Discretions respectively at such Times and in such Manner in all respects as they in their Discretion think most advantageous to the Persons interested under the Compromise.

Indentures of 3d and 4th September 1857 declared void.

5. The recited Indenture of Conveyance and Assignment of the Third Day of *September* One thousand eight hundred and fifty-seven, and the recited Indenture of Mortgage of the Fourth Day of *September* One thousand eight hundred and fifty-seven respectively, are by this Act declared to be as on and after the respective Times of the Execution thereof absolutely null and void to all Intents and Purposes whatsoever.

Warwickshire Estate vested in the Earl and Mr. Daniell upon trust for Purposes of Act.

6. From and after the passing of this Act the *Warwickshire* Estate specified in the First Schedule to this Act annexed, with the Appurtenances, is by this Act vested in the Earl and *Edward Daniell*, their Heirs and Assigns, for an Estate in Fee Simple absolute, discharged (except only as by this Act is expressly provided in favour of Lessees and Incumbrancers) from all Estates, Rights, Interests, Powers, Claims, and Demands of all Persons from Time to Time claiming under the recited disentailing Assurance of the Second Day of *September* One thousand eight hundred and fifty-seven, or under the recited Indenture of the Eighth Day of *December* One thousand eight hundred and fifty-nine, but upon trust to carry into effect the several Provisions of this Act with respect to the *Warwickshire* Estate.

Cheshire Estate limited to Uses of this Act.

7. From and after the passing of this Act the *Cheshire* Estate specified in the Second Schedule to this Act annexed, with the Appurtenances, is by this Act discharged (except only as by this Act is expressly provided in favour of Lessees and Incumbrancers) from all Estates, Rights, Interests, Powers, Claims, and Demands of all Persons from Time to Time claiming under the recited disentailing Assurance of the Second Day of *September* One thousand eight hundred and fifty-seven, or under the recited Indenture of the Eighth Day of *December* One thousand eight hundred and fifty-nine,

and so discharged the *Cheshire* Estate, with the Appurtenances, is by this Act limited for an Estate in Fee Simple absolute (subject and without Prejudice to the Rights of any Railway Company having Power to take any Part thereof, and also subject to the several Charges on the *Cheshire* Estate or any Part thereof made by or under this Act,) to the several Uses in that Behalf in this Act expressed.

Extent of Expressions "the Warwickshire Estate," and "the Cheshire Estate."

8. The several Expressions "the *Warwickshire* Estate" and "the *Cheshire* Estate" respectively in this Act (unless excluded by the Context) extend and apply not only to the Entirety of the *Warwickshire* Estate and the *Cheshire* Estate respectively, but also to such Parts of those Estates respectively as from Time to Time are subject to any of the Limitations or Trusts of this Act.

Sir A. Aston's Trustees to pay to C. Talbot and H. Talbot in equal Shares Hervey Talbot's Share of Sir A. Aston's Residuary Personalty.

9. Messrs. *Staniforth* and *Loaden*, or other the Executors or Trustees of Sir *Arthur Aston*'s Will (and which Executors and Trustees from Time to Time are in this Act called Sir *Arthur Aston*'s Trustees), shall pay to *Charles Talbot* and *Hervey Talbot* in equal Shares so much of the Residuary Personal Estate (if any) of Sir *Arthur Aston* (including all Monies payable under this Act to Sir *Arthur Aston*'s Trustees) as under his Will *Hervey Talbot* has or would have become entitled to.

As to Delivery up of Title Deeds of Cheshire Estate.

10. All Title Deeds, Muniments, and Evidences of Title relating to the *Cheshire* Estate shall be placed and remain in such Custody as the Earl shall from Time to Time direct.

1,711*l.* 10*s.* 8*d.* Consols to be transferred to Trustees of Act.

11. The One thousand seven hundred and eleven Pounds Ten Shillings and Eightpence Consols now standing in the Name of the Accountant General of the Court of Chancery to the Credit of the Cause *Walker* versus *Aston*, or the Proceeds thereof, and which (as is recited in this Act) represent the Produce of Parts of the Hereditaments devised by Mr. *Aston*'s Will, which have been purchased or taken by public Companies, and any Dividends falling due after the passing of this Act on the One thousand seven hundred and eleven Pounds Ten Shillings and Eightpence Consols, and the Purchase and Compensation Monies paid by any Railway Company for Part of the *Warwickshire* Estate taken by them since the making of the Agreement for Compromise (as is also recited in this Act), and whether paid into Court or otherwise before or after the passing of this Act, and which Stock and Dividends and Monies are in this Act referred to as "the Trust Consols and Cash," shall be transferred or paid to the Trustees of this Act, and shall be dealt with and applied by them for the Purposes of this Act, for which the Principal and Income

Income of the same respectively are by this Act made applicable; and, where necessary, the Trustees of this Act may apply in a summary Way to the Court for any Order or Direction with respect to any Transfer or Payment thereof.

Trustees of Act to sell Warwickshire Estate.

12. The Trustees of this Act, as soon as reasonably can be, and at such Time or Times as they shall think best, (but subject and without Prejudice to the Rights of any Railway Company having taken or having Power to take any Part of the *Warwickshire* Estate,) may and shall sell and dispose of the *Warwickshire* Estate in One or more Lot or Lots, and by Public Auction or Private Contract, and subject to any ordinary or special Conditions of Sale either as to Exceptions or Reservations, or as to the Title or Evidence or Commencement of Title or otherwise, and so that any Mines or Minerals or Easements, or any Mining or other Easements or Rights, whether existing or to be created, may be sold and disposed of either with or distinct from any other Hereditaments, or the Soil or Surface of any Lands or Hereditaments, and may fix reserved Biddings and buy in at Auctions, and vary, rescind, or abandon, either on Terms or gratuitously, any Contracts for Sale, and may resell any Parts thereof bought in at any Auctions, or the Contracts for the Sale whereof are rescinded or abandoned, and may convey the Premises sold to the Purchasers or their Representatives or Nominees, and may receive and give effectual Receipts for the Purchase Monies.

Sales may be subject to or discharged from Incumbrances.

13. The Trustees of this Act may make any such Sale either subject to any Mortgage or Charge on the Premises to be sold, and the Principal Money and Interest or other Charge thereby secured, or any Part thereof, or, with the Concurrence of the Person entitled thereto, freed and discharged therefrom, and in that Case on the Terms of the Principal Money and Interest or other Charge being discharged or provided for out of Monies raised by the then Sale or any future Sale or otherwise.

Management of Estates by Trustees of Act.

14. The Trustees of this Act from Time to Time may manage the *Warwickshire* Estate or such Parts thereof as from Time to Time remain unsold, and also the *Cheshire* Estate during the Continuance of the Term of Ninety-nine Years by this Act limited, in such Manner as they think most advantageous, and may receive and take the Rents, Issues, and Profits thereof, and for the Purposes of the Management may employ such Agents, Bailiffs, Receivers, Collectors, Workmen, Servants, and others, at such Salaries, Wages, and Remuneration as the Trustees of this Act think fit, and may confirm the Appointment of any Receiver already appointed, and may examine, adjust, and settle all Accounts relating to the Management, and may make all such Allowances to Tenants and others, and

expend

expend such Sums in Repairs, Insurance, and other Outgoings, as the Trustees of this Act think reasonable; provided, that where any Receiver has been appointed before the passing of this Act, he may continue to be and act as Receiver accordingly unless and until he is removed from the Receivership by the Trustees of this Act.

Power for Trustees of Act to grant 7 Years Leases of Warwickshire Estate, and accept Surrenders.

15. The Trustees of this Act may let any Parts of the *Warwickshire* Estate from Time to Time unsold for not exceeding Seven Years at Rackrent without Fine, and may obtain or accept Surrenders of Leases and Agreements for Leases of any Parts of the *Warwickshire* Estate either gratuitously or for a Consideration.

Sales, Leases, &c. to be for best Price, Rent, &c.

16. The Sales, Conveyances, Leases, Surrenders, Arrangements, and Dispositions whatsoever from Time to Time respectively entered into, made, accepted, and agreed to, or concurred in, by the Trustees of this Act, with respect to the *Warwickshire* Estate, or any Part thereof, shall be for the best Price or other Consideration or Benefit that can be reasonably obtained by the Trustees of this Act, and in order thereto may be on such Terms and Conditions whatsoever, and with such Exceptions, Reservations, Powers, Provisions, Covenants, and Stipulations whatsoever, as the Trustees of this Act think most advantageous.

Application of Proceeds of Sale of Warwickshire Estate, &c.

17. The Monies from Time to Time received by the Trustees of this Act in respect of Sales of the *Warwickshire* Estate, and in respect of the Principal of the Trust Consols and Cash, shall be applicable and applied by them as follows; (that is to say,)

First, in Payment of all Costs, Charges, and Expenses from Time to Time incurred by or on the Part of the Trustees of this Act of and incident to the Sales or Transfers, and any Proceedings and Arrangements for the Purposes of the Sales or Transfers, of the *Warwickshire* Estate and Trust Consols and Cash respectively; and subject thereto,

Secondly, in Payment and Discharge of the Principal Monies and Interest due to such of the now existing Mortgagees and other Incumbrancers on the *Warwickshire* Estate (whose Charges are prior to the Agreement for Compromise) as concur in the Sales according to their respective Priorities; and subject thereto,

Thirdly, in Payment of the Sum of Twenty thousand Pounds mentioned in the Agreement for Compromise to the Earl, or such Person or Persons as he shall in Writing nominate, to be by him or them applied in manner in this Act expressed; and subject thereto,

Fourthly,

Fourthly, in or towards Payment and Discharge of the Principal Monies now secured by Mortgages of the *Cheshire* Estate or any Part thereof.

The 20,000*l.* to be raised by Mortgage of the Cheshire Estate if Warwickshire Sale Monies deficient.

18. If the Proceeds of the Sale of the *Warwickshire* Estate and the Trust Consols and Cash shall be insufficient to raise the Twenty thousand Pounds, the Trustees of this Act shall raise by way of Mortgage of the whole or any Part of the *Cheshire* Estate the Sum requisite to make up the Deficiency.

Succession Duty, Costs, and Expenses to be paid out of back Rents of the Aston Estates and Dividends of the Trust Consols and Cash.

19. Any Succession Duty payable in respect of the *Aston* Estates and the Trust Consols and Cash by reason of the Death of Sir *Arthur Aston*, and all the Costs as between Solicitor and Client of all Parties to the Suit of *Talbot* v. *Staniforth* up to and including the Final Order approving the Agreement of Compromise, and of all Conveyances and Proceedings consequent thereon, and also of and attending the Agreement of Compromise, and the Costs and Expenses of all Parties of and in obtaining this Act and incidental thereto, shall (in case the Parties differ) be taxed by the proper Officer of the Court of Chancery, and shall be paid out of the Rents of the *Aston* Estates and Dividends of the Trust Consols received by or come to the Hands of Sir *Arthur Aston*'s Trustees from the Decease of Sir *Arthur Aston* up to the First Day of *May* One thousand eight hundred and sixty-two, and for which Rents and Dividends Sir *Arthur Aston*'s Trustees shall be bound and liable to account, and the Residue of those Rents and Dividends shall be equally divided between *Charles Talbot* and *Hervey Talbot*; and the Court of Chancery from Time to Time may make and give such Orders and Directions in that Suit of *Talbot* v. *Staniforth*, and for any other of the Purposes of this Act, as the Court shall think fit.

Application of Income from Warwickshire Estate, &c. until Sale.

20. The Monies from Time to Time received by the Trustees of this Act in respect of the Rents and Profits, after the First Day of *May* One thousand eight hundred and sixty-two, of the *Warwickshire* Estate, or such Parts thereof as from Time to Time are unsold, and in respect of the Income of the Trust Consols and Cash, shall be applicable and applied by them as follows; (that is to say,)

First, in Payment of the Costs, Charges, and Expenses from Time to Time incurred by or on the Part of the Trustees of this Act in and about the Recovery and Receipt of the same Rents and Profits and Income, and the Interest on all now existing Mortgages, Charges, and Incumbrances on or affecting the *Warwickshire* Estate, or any Part thereof from Time to Time unsold, and all other yearly Charges or Outgoings on or in respect of the same; and subject thereto,

Secondly, one Moiety of the Surplus shall be paid to *Charles Talbot*, or other the Person from Time to Time entitled in possession under the Uses by this Act limited of the *Cheshire* Estate, and as if the same were Rents and Profits thereof, and the other Moiety thereof shall be paid to *Hervey Talbot*, or other the Person from Time to Time entitled in possession, under the Trusts by this Act declared, of the Fund called *Hervey Talbot*'s Portion, and as if the same were the Income thereof.

Power to mortgage the Aston Estates for 20,000*l.* and Interest.

21. The Trustees of this Act from Time to Time, pending the raising of the aforesaid Twenty thousand Pounds by the Sale of the *Warwickshire* Estates as aforesaid, may, at the Request and by the Direction in Writing of *Charles Talbot*, raise on the Security of a Mortgage of the whole or any Part of the *Cheshire* or *Warwickshire* Estates, and either in One Sum or in several Sums, and notwithstanding the Charge of Twelve thousand seven hundred and thirty-three Pounds Ten Shillings and Threepence in favour of *William Collett Reynolds*, mentioned in the Chief Clerk's Certificate, (but subject to the Mortgages and Charges thereon referred to in the Twenty-second and Twenty-third Paragraphs of the Chief Clerk's Certificate,) the whole or any Part of the Twenty thousand Pounds, and the Expense of raising the same, with Interest at any Rate not exceeding Four Pounds *per Centum per Annum* thereon from any Day subsequent to the First Day of *May* One thousand eight hundred and sixty-two; but in any Case all Sums raised by Mortgage of any Part of the *Cheshire* Estate shall be subsequently discharged out of the Proceeds of the Sale of the *Warwickshire* Estate and the Trust Consols and Cash (so far as the same extend), either directly by paying off the Sums so charged on the *Cheshire* Estate, or (at the Option of the Trustees) indirectly by paying off any of the other Principal Sums now secured on the *Cheshire* Estate, or partly in one of those Modes and partly in the other.

Application of the 20,000*l.*

22. The Twenty thousand Pounds to be raised as aforesaid shall be applied in making the following Payments; (that is to say,)

First, in Payment to Sir *Arthur Aston*'s Trustees of the Sum of Two thousand five hundred Pounds, or so much thereof as then remains unpaid, by way of Repayment of the Two thousand five hundred Pounds paid by Sir *Arthur Aston* to *Charles Talbot* as Part of the Consideration Money for the recited Indenture of Conveyance and Assignment by this Act annulled, with Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Fourth Day of *September* One thousand eight hundred and fifty-seven to the First Day of *May* One thousand eight hundred and sixty-two, and also a Sum (but without Interest thereon) equal to the Amount which has been received since the Fourth

Fourth Day of *September* One thousand eight hundred and fifty-seven by *Charles Talbot* or Messrs. *Theobald* and *Symonds* in respect of Interest on the Five thousand Pounds secured by the recited Indenture of Mortgage by this Act annulled, which Monies so paid shall be Part of the Residuary Personal Estate of Sir *Arthur Aston*; and subject thereto,

Secondly, in Payment to *William Collett Reynolds* or his Assigns of the Twelve thousand seven hundred and thirty-three Pounds Ten Shillings and Threepence charged in his Favour; and subject thereto,

Thirdly, in or towards Payment of such of the other Debts or Claims which at the Date of the Agreement of Compromise were owing from or claimed against *Charles Talbot* to or by any Person or Persons as the Earl, or such Person or Persons as he shall in Writing nominate, shall in his or their absolute Discretion think fit to pay, but with Liberty (in the Exercise of such Discretion) to adopt or confirm any Act or Undertaking already done or entered into by the Earl with respect to any such Debts or Claims.

Indemnity to the Earl.

23. The Earl and his Nominees may retain his or their Costs, Charges, and Expenses of and incidental to the Application and Distribution of the Twenty thousand Pounds, and the Exercise of his or their discretionary Powers relating thereto or any of them, without being responsible for any Loss which may arise in the Execution of the same Powers; and nothing in this Act contained shall make the Earl or his Nominees a Trustee or Trustees for any individual Creditor of *Charles Talbot*, or for any Portion of the Creditors, or for the Creditors generally, so as to make him or them liable to have the Exercise of the Powers and Discretions in this Act contained, or any of them, enforced against him or them by Suit in Equity or otherwise by the Creditors or any of them.

Mode of fixing H. Talbot's Portion.

24. *John Everett* of Number Eight *Bridge Street, Westminster*, and *Harthill House, Luton*, in the County of *Bedford*, Surveyor and Land Agent, or, in the event of his Death or Refusal or Inability to act, such other Person as the Earl shall by Writing under his Hand appoint, shall (for fixing *Hervey Talbot*'s Portion) as soon as possible ascertain the annual Value or Rental of the *Cheshire* Estate as on the First Day of *May* One thousand eight hundred and sixty-two, after making the following Deductions; (that is to say,) first, the Interest on the Mortgages thereon referred to in the Twenty-second Paragraph of the Chief Clerk's Certificate in this Act recited, and on so much (if any) of the Twenty thousand Pounds as shall remain charged thereon after the Reduction of the Twenty thousand Pounds by the Application of the Residue of the Proceeds of the *Warwickshire* Estate,

Estate, and of the Trust Consols and Cash; secondly, the annual Sum in respect of the Drainage Charges on the *Cheshire* Estate referred to in the Twenty-third Paragraph of the Chief Clerk's Certificate; and thirdly, such an annual Sum as, with the Interest payable on the Twenty thousand Pounds (or such Part thereof as shall from Time to Time remain a Charge upon the *Cheshire* Estate), and with Interest at Four Pounds *per Centum per Annum* on such Part of the Twenty thousand Pounds as shall from Time to Time have been paid off or discharged out of the Residue of those Proceeds, shall make up an annual Sum of One thousand Pounds (which is to be allowed to *Charles Talbot* for the Purpose of Repairs); and the *Cheshire* Estate is by this Act charged with and made subject to the Payment to the Earl and the Honourable *Gerald Chetwynd Talbot* (who and other the Trustees and Trustee from Time to Time of *Hervey Talbot*'s Portion are in this Act called *Hervey Talbot*'s Trustees) of a Principal Sum, the Interest on which at Four Pounds *per Centum per Annum* would produce an annual Sum equal to One Moiety of the net annual Value or Rental so ascertained (which Principal Sum is in this Act called *Hervey Talbot*'s Portion), with Interest at Four Pounds *per Centum per Annum* thereon, but that Charge shall not take effect until the whole of the *Warwickshire* Estate is sold.

Cheshire Estate charged with H. Talbot's Portion.

Cheshire Estate charged with 5,000*l.*, Charles Talbot's settled Sum.

25. The *Cheshire* Estate is by this Act charged with and made subject to the Payment to the Trustees and Trustee from Time to Time of the recited Post-nuptial Settlement of the Fourth Day of *September* One thousand eight hundred and fifty-seven of the Principal Sum of Five thousand Pounds (in this Act called *Charles Talbot*'s settled Sum), with Interest at the Rate of Four Pounds *per Centum per Annum* thereon from the First Day of *May* One thousand eight hundred and sixty-two, and the Interest shall be paid half-yearly on the First Day of *May* and the First Day of *November* in every Year.

Charges made by this Act subject to present Charges.

26. The several Charges made by or under this Act shall take effect respectively, subject and without Prejudice to all now existing Mortgages, Charges, or other Incumbrances on or affecting the *Cheshire* Estate and the *Warwickshire* Estate, or either of them or any Part thereof respectively.

Order of Charges on Cheshire Estate.

27. The several Charges made by or under this Act on the *Cheshire* Estate or Part thereof shall, as regards their ultimate Incidence after the whole of the Twenty thousand Pounds is raised as by this Act provided, take effect in the following Order; (that is to say,)

First, the Charge of so much of the Twenty thousand Pounds and Interest as is by this Act ultimately charged on the *Cheshire* Estate:

Secondly,

Secondly, the Charge of *Hervey Talbot*'s Portion and Interest:

Thirdly, the Charge of *Charles Talbot*'s settled Sum and Interest.

Trusts of H. Talbot's Portion.

28. *Hervey Talbot*'s Portion and the Income thereof shall be held upon the following Trusts; (that is to say,)

First, upon trust as to the yearly Income of the Portion for *Hervey Talbot* and his Assigns during his Life, and after his Decease,

Secondly, upon trust as to the Portion and the yearly Income thereof for the First Son of *Hervey Talbot* who attains the Age of Twenty-one Years, but if there be no such Son then subject to the Application in accordance with this Act of all or any Part of the yearly Income for the Maintenance and Education of any Infant Son of *Hervey Talbot*;

Thirdly, upon trust as to the yearly Income of the Portion for Mrs. *Chetwynd* during her Life, but during her present or any future Coverture for her sole and separate Use, without any Anticipation thereof; and after her Decease,

Fourthly, upon trust as to the Portion and the yearly Income thereof for the First Son of Mrs. *Chetwynd* who attains the Age of Twenty-one Years, but if there be no such Son then subject to the Application in accordance with this Act of all or any Part of the yearly Income for the Maintenance and Education of any Infant Son of Mrs. *Chetwynd*;

Fifthly, upon trust as to the yearly Income of the Portion for Miss *Talbot* during her Life, but if and whenever she is under Coverture then for her sole and separate Use, without any Anticipation thereof; and after her Decease,

Sixthly, upon trust as to the Portion and the yearly Income thereof for the First Son, if any, of Miss *Talbot* who attains the Age of Twenty-one Years, but if there be no such Son then subject to the Application in accordance with this Act of all or any Part of the yearly Income for the Maintenance and Education of any Infant Son of Miss *Talbot*;

Seventhly, upon trust for the Persons who on and after the Failure of the preceding Trusts are entitled under this Act to the *Cheshire* Estate, and to the Intent that immediately on the Failure of the preceding Trusts the Portion shall for their Benefit sink into the *Cheshire* Estate, and no longer be a Charge thereon or on any Part thereof.

Maintenance and Education of Infants presumptively

29. When an Infant Son of *Hervey Talbot*, or of Mrs. *Chetwynd*, or of Miss *Talbot* is presumptively entitled to *Hervey Talbot*'s Portion, and if he were then of full Age would be entitled thereto in possession

entitled to H. Talbot's Portion.

possession under the Trusts by this Act declared thereof, *Hervey Talbot*'s Trustees may, but without Prejudice to any Person having any prior Interest, apply all or such Part as they think fit of the yearly Income of the Portion for or towards his Maintenance or Education, and may so apply the same themselves, or may pay the same to his Guardian to be so applied by him, but without their seeing to the Application thereof.

Accumulation of surplus Income.

30. If and whenever the whole of the yearly Income from *Hervey Talbot*'s Portion so applicable is not so applied, *Hervey Talbot*'s Trustees shall invest the surplus Income and the resulting Income thereof in their Names in or upon Government or Real Securities so as to accumulate the same by way of Compound Interest, and the same and the Accumulations thereof shall be held by way of Addition to and upon the same Trusts as the Portion whence the same arose, but so that the Savings and Increase of preceding Years may be so applied for Maintenance and Education in succeeding Years.

Power for H. Talbot's Trustees to raise Portion on Security of Cheshire Estate.

31. If when the Period for raising *Hervey Talbot*'s Portion arrives the *Cheshire* Estate be not vested in possession (subject to the Incumbrances, if any, thereon) in a Person entitled thereto for an Estate of Inheritance, and free from legal Incapacity or Disability, *Hervey Talbot*'s Trustees may raise at Interest on the Security of all or any Part of the *Cheshire* Estate, or any Estate, Term, or Interest in possession or in expectancy therein, all or any Part of the Sum requisite for paying off *Hervey Talbot*'s Portion, and for paying the Costs, Charges, and Expenses of and incident to the raising and securing of the same, and from Time to Time may make the Security for the same by way of Mortgage, with or without Power of Sale, or by way of other Security whatsoever; provided that every such Security shall be subject and without Prejudice to the Incumbrances, if any, then affecting the Premises comprised therein; provided also, that every such Security shall be expressly made redeemable by the Persons from Time to Time entitled subject thereto to the Premises comprised therein.

Restrictions on raising Principal of H. Talbot's Portion.

32. *Hervey Talbot*'s Trustees shall not exercise or enforce any of their Powers, Rights, or Remedies for raising or recovering any Part of the Principal of *Hervey Talbot*'s Portion unless and until Notice in Writing demanding Payment thereof be given by *Hervey Talbot*'s Trustees, or the Person in whom the Portion is absolutely vested in Interest, his Executors, Administrators, or Assigns, to the Person then entitled in possession to the *Cheshire* Estate, or the Receipt of the Rents and Profits thereof, if he be of full Age and not under any legal Incapacity or Disability, or otherwise to his Guardians

or

or Trustees, and Payment thereof be not made during or at the Expiration of Twelve Months after the Service of the Notice.

If Interest in arrear a Receiver to be appointed

33. In case the Interest on *Hervey Talbot*'s Portion shall at any Time be in arrear for Three Months after Demand duly made for the same, *Hervey Talbot*'s Trustees may appoint a Receiver of the Rents and Profits of the *Cheshire* Estate, and the Receiver when so appointed shall have all the Powers for getting in and receiving and compelling and enforcing Payment of the Rents and Profits, and giving proper Receipts and Discharges for the same, which are usually vested in Receivers of mortgaged Estates.

Period for raising H. Talbot's Portion.

34. No Part of the Principal of *Hervey Talbot*'s Portion shall be raised or raiseable unless and until it is absolutely vested in Interest in a Son of *Hervey Talbot*, or of Mrs. *Chetwynd*, or of Miss *Talbot*, entitled thereto under the Trusts by this Act declared thereof.

Trusts of C. Talbot's settled Sum.

35. *Charles Talbot*'s settled Sum of Five thousand Pounds, and the Interest thereon, by this Act charged on the *Cheshire* Estate, are by this Act substituted for the Five thousand Pounds and Interest secured by the recited Indenture of Mortgage of the Fourth Day of *September* One thousand eight hundred and fifty-seven by this Act annulled, and comprised in the recited Post-nuptial Settlement of the same Date; and the Trustees and Trustee from Time to Time of that Post-nuptial Settlement shall accordingly be possessed of and interested in *Charles Talbot*'s settled Sum, and the Income thereof, upon the same or the like Trusts, and subject to the same or the like Powers and Provisions, as in and by that Post-nuptial Settlement were declared and contained of and concerning the Five thousand Pounds and Interest secured by that Mortgage, and the *Aston Grange* Estate is accordingly by this Act discharged from all Liability in respect of those Trusts, Powers, and Provisions.

Uses of the Cheshire Estate.

36. Subject to the Mortgages, Charges, and Incumbrances already and by virtue of this Act respectively from Time to Time affecting the *Cheshire* Estate, or any Part thereof, the *Cheshire* Estate is by this Act limited to the following Uses; (that is to say,)

First, to the Use of the Trustees of this Act, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, without Impeachment of Waste, upon the Trusts by this Act declared thereof; and subject thereto,

Secondly, to the Use of *Charles Talbot* and his Assigns for his Life, without Impeachment of Waste; and after his Decease,

Thirdly, to the Use and Intent that in case he shall leave *Mary Matilda* his Wife, or any subsequently taken Wife, his Widow, she

she and her Assigns may during her Life receive and take out of the Rents and Profits thereof One yearly Rentcharge of Five hundred Pounds in full for her Jointure, and in bar of all Dower and Freebench whatsoever, the same to be considered as accruing from Day to Day, but to be payable by equal quarterly Payments, without any Deduction, the First quarterly Payment to be made at the End of Three Months after his Decease, if she be then living; and subject thereto, and to the Rights and Remedies of herself and her Assigns for the Recovery thereof,

Fourthly, to the Use of *Theobald Theobald* and *Charles Symonds*, their Executors, Administrators, and Assigns, for a Term of Two hundred Years from the Death of *Charles Talbot*, without Impeachment of Waste, upon trust, whenever any Part of that Rentcharge of Five hundred Pounds is unpaid for Twenty-one Days after it becomes due, by and out of the Rents and Profits, or by Sale of Timber or by Mortgage, or by any other reasonable Ways and Means, to raise and pay the Rentcharge, or so much thereof as from Time to Time is in arrear, with all Costs and Charges of raising the same; and subject thereto,

Fifthly, to the Use of *Algernon Charles Talbot* (the First Son of *Charles Talbot* now living) and his Assigns for his Life, without Impeachment of Waste; and after his Decease,

Sixthly, to the Use of the First and every other Son of *Algernon Charles Talbot*, severally and sucessively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Seventhly, to the Use of *Arthur Hervey Talbot* (the Second Son of *Charles Talbot* now living) and his Assigns for his Life, without Impeachment of Waste; and after his Decease,

Eighthly, to the Use of the First and every other Son of *Arthur Hervey Talbot*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Ninthly, to the Use of the Third and every other Son hereafter born of *Charles Talbot*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Tenthly, to the Use of *Hervey Talbot* and his Assigns for his Life, without Impeachment of Waste; and after his Decease,

Eleventhly, to the Use of the First and every other Son of *Hervey Talbot*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Twelfthly, to the Use of Mrs. *Chetwynd* and her Assigns for her Life, without Impeachment of Waste; and after her Decease,

Thirteenthly,

Thirteenthly, to the Use of *Arthur Chetwynd* (the only Son of Mrs. *Chetwynd* now living) and his Assigns for his Life, without Impeachment of Waste; and after his Decease,

Fourteenthly, to the Use of the First and every other Son of *Arthur Chetwynd*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Fifteenthly, to the Use of the Second and every other Son hereafter born of Mrs. *Chetwynd*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Sixteenthly, to the Use of Miss *Talbot* and her Assigns for her Life, without Impeachment of Waste; and after her Decease,

Seventeenthly, to the Use of the First and every other Son of Miss *Talbot*, severally and successively, according to Seniority, and the Heirs Male of their respective Bodies; and in default of such Issue,

Eighteenthly, to the Use of *Charles Talbot*, his Heirs and Assigns for ever.

Power to distrain for Jointure Rentcharge for C. Talbot's Widow.

37. If and whenever the Jointure Rentcharge for *Charles Talbot*'s Widow is in arrear for Twenty-one Days after any quarterly Day for Payment thereof, she or her Assigns may enter into and distrain upon the *Cheshire* Estate or any Part thereof, and dispose of the Distresses according to Law, to the Intent that thereby or otherwise all Arrears of the Rentcharge and all Costs and Expenses occasioned by Nonpayment thereof be paid or satisfied.

Power to recover the Jointure Rentcharge by Entry and Perception of Rents.

38. If and whenever the Jointure Rentcharge for *Charles Talbot*'s Widow is in arrear for Forty Days after any quarterly Day of Payment thereof, and although there have not been any legal Demand thereof, she or her Assigns may enter into the *Cheshire* Estate or any Part thereof, and take the Rents and Profits thereof, until thereby or otherwise all Arrears of the Rentcharge, and all Payments, if any, thereof falling due during the Possession, and all Costs and Expenses occasioned by Nonpayment thereof, be paid or satisfied, and the Possession, when taken, shall be without Impeachment of Waste.

Power for H. Talbot to jointure a Wife out of Cheshire Estate.

39. *Hervey Talbot*, from Time to Time, either before or after he becomes entitled under the Uses by this Act limited of the *Cheshire* Estate to the Possession or the Receipt of the Rents and Profits thereof, and either before or after Marriage, by Deed with or without Power of Revocation, or by Will or Codicil, may appoint to or in trust for any Woman whom he shall from Time to Time marry, and

whom he shall leave his Widow, and either before or after Marriage, for not exceeding her Life for her Jointure, and with or without being in bar of Dower and Freebench, any yearly Rentcharge not exceeding in the whole for any One such Woman the yearly Sum of Five hundred Pounds, to be charged on and paid out of the *Cheshire* Estate, without any Deduction, and to be paid after his Decease at such Times and in such Manner as he appoints, and with like Powers and Remedies for recovering and enforcing Payment thereof by Distress and by Entry, and Perception of Rents and Profits, as by this Act are given in respect of the Jointure Rentcharge of *Charles Talbot*'s Widow.

Restriction as to Jointure Rentcharge appointed by H. Talbot taking effect.

40. Provided, that if *Hervey Talbot* before he becomes so entitled appoints any Jointure Rentcharge to or in trust for any Widow, then no Jointure Rentcharge so appointed by him shall become a Lien upon the *Cheshire* Estate or any Part thereof, or be payable unless and until he becomes so entitled; or if he die without becoming so entitled, then unless or until his Issue Male become or, if of full Age, would be entitled to the Possession or to the Receipt of the Rents and Profits of the *Cheshire* Estate.

Trusts of 99 Years Term in Cheshire Estate.

41. The Term of Ninety-nine Years in the *Cheshire* Estate by this Act limited to the Trustees of this Act shall be vested in them upon trust, until the whole of the *Warwickshire* Estate is sold (but no longer), to receive the Rents and Profits of the *Cheshire* Estate, and after Payment thereout of all Expenses of Collection and of the Interest upon the Mortgages and Charges from Time to Time affecting the same, and of all annual Charges and Outgoings thereon or in respect thereof, (including the annual Sum thirdly mentioned in the Enumeration in this Act of Deductions to be made from the annual Value of the *Cheshire* Estate for ascertaining *Hervey Talbot*'s Portion,) to divide and pay the Residue thereof as follows; (that is to say,) One Moiety thereof, with that annual Sum, shall be applied in the first place in discharging the Interest on *Charles Talbot*'s settled Sum, and subject thereto shall be paid to *Charles Talbot* or other the Person from Time to Time entitled in possession under the Uses subsequent to the Term of Ninety-nine Years by this Act limited of the *Cheshire* Estate, and as if the same were Rents and Profits thereof, and the other Moiety thereof shall be paid to *Hervey Talbot*, or other the Person from Time to Time entitled in possession under the Trusts by this Act declared of *Hervey Talbot*'s Portion, and as if the same were Income thereof; on the Determination of those Trusts that Term shall cease.

Extent of Expression "the Donee

42. The Expression "the Donee of the Power" in this Act means and includes *Charles Talbot*, or other the Person from Time to Time entitled

entitled under the Uses by this Act limited of the *Cheshire* Estate to the Possession or the Receipt of the Rents and Profits thereof, if and when he respectively is of full Age and free from legal Incapacity or Disability, and if and when he respectively is under Age, or subject to any legal Incapacity or Disability, then means the Trustees of this Act. of the Power."

43. The Donee of the Power from Time to Time by Deed may appoint by way of Lease all or any Part of the *Cheshire* Estate for any Term of Years absolute or determinable at the Option of either Party or of one Party only, not exceeding Twenty-one Years, to take effect in possession or within Six Months after the Date thereof. Power to grant 21 Years Leases of Cheshire Estate.

44. The Donee of the Power from Time to Time by Deed may appoint by way of Lease any Part of the *Cheshire* Estate to any Person who shall improve the same by erecting or building thereon any new House, Erection, or Building, or by rebuilding, repairing, enlarging, or improving any House, Erection, or Building then standing thereon, or shall covenant or agree so to do within Two Years after the Date of the Lease for any Term of Years not exceeding Ninety-nine Years, to take effect in possession or within Six Months after the Date thereof. Power to grant Building and Improving Leases for 99 Years of Cheshire Estate.

45. The Donee of the Power from Time to Time by Deed may appoint, by way of Lease, all or any of the Mines, Minerals, Coals, Quarries, Stone, Clay, Sand, and Mineral, Fossil, earthy and other Substances, in, under, or upon any Part of the *Cheshire* Estate, either with or without any Messuages, Buildings, Lands, or Hereditaments, Parts of the *Cheshire* Estate convenient to be held with the same respectively, and either with or without the Surface of the Land in or under which the same or any Part thereof respectively shall be, and whether the same have or have not been heretofore opened or worked, for any Term of Years not exceeding Sixty Years, to take effect in possession, or within Six Months after the Date thereof, together with all such Liberties, Licences, Powers, and Privileges for searching, working, getting, washing, smelting, burning, rendering merchantable, and otherwise dealing with and disposing of the demised Substances as to the Donee of the Power seems expedient. Power to grant Mining Leases for 60 Years of Cheshire Estate.

46. There shall be reserved by every Lease granted under this Act, and to be incident to the Reversion immediately expectant on the Term granted by the Lease, the best yearly Rent that can be reasonably gotten without taking anything of the Nature of a Fine or Premium; but in case any Lease be made under this Act on the Surrender of a former Lease, the Value of the Lessee's Interest under Best yearly Rents to be reserved by Leases.

under the surrendered Lease may be taken into account in fixing the Terms of the new Lease; and in case of a building or improving Lease, a Peppercorn Rent or any other Rent less than the full Rent may be reserved during the First Five Years of the Term.

Rents on Mining Leases.

47. In the case of any Mining Lease under this Act the Rent may be reserved wholly or partly in Money, Tolls, Duties, Royalties, or Reservations, by the Acre, the Ton, or otherwise, and it shall be no Objection to any Mining Lease that the Amount of the Rent to be paid or rendered thereunder varies with or according to the Acreage worked or the Substances gotten, notwithstanding the Effect of the Reservation may eventually be disadvantageous to the Remainder Man.

Condition of Re-entry, &c. in Leases.

48. In every Lease under this Act there shall be contained a Condition or Provision of Re-entry for Nonpayment within a reasonable Time therein specified of the Rent thereby reserved, and the Lessee shall execute a Counterpart thereof, and thereby covenant for the Payment of the Rent thereby reserved; and any Lease may contain such Exceptions, Reservations, Covenants, Conditions, Powers, Provisions, and Stipulations as under the Circumstances of the Case the Donee of the Power thinks expedient.

Persons entitled to Charges under Act to be Mortgagees with statutory Powers.

49. For the Purpose of raising, recovering, and receiving the several Principal Sums and Interest by or under this Act charged on the *Cheshire* or *Warwickshire* Estate, the several Persons to whom the same respectively are from Time to Time payable shall in respect thereof be within the Meaning of the Act of the Session of the Twenty-third and Twenty-fourth Years of Her present Majesty, Chapter One hundred and forty-five, and in accordance with their respective Priorities, Mortgagees by Deed of the Premises so charged, and subject to the Provisions of this Act shall accordingly, and as if this Act were a Deed and Part Two of that Act were (*mutatis mutandis*) enacted in and as Part of this Act, have in respect of the Principal Monies and Interest from Time to Time due to them respectively the Powers, Rights, and Remedies of Mortgagees under Part Two of that Act.

Power for Trustees of Act to arrange with Incumbrancers on Warwickshire and Cheshire Estates.

50. The Trustees of this Act from Time to Time may procure and concur in and agree to any Modifications, Releases, Re-conveyances, and Transfers of and other Dealings with and Arrangements as to any Mortgages, Judgments, Charges, Incumbrances, Claims, and Demands on or affecting the *Warwickshire* Estate and the *Cheshire* Estate, or either of them, or any Part thereof respectively, and the Costs, Charges, and Expenses of and incident to any such Dealings and Arrangements may be added by the Trustees of this

Act

Act to the Principal Monies, and may be secured, raised, or paid, and carry Interest accordingly; provided, that the Trustees of this Act shall not, without the Consent of a Person whose Incumbrance has Priority over any other Incumbrance, make with any Person entitled to the subsequent Incumbrance any Arrangement to the Prejudice of the Person entitled to the prior Incumbrance.

Mortgages to be redeemable by Person entitled in possession to mortgaged Premises.

51. Every Mortgage or Charge by way of Mortgage made by or under this Act shall be redeemable by the Person from Time to Time entitled to the actual Possession or the Receipt of the Rents and Profits of the mortgaged Premises.

Interest on Mortgages to be paid by Persons successively entitled to mortgaged Premises.

52. Every Person who from Time to Time after the passing of this Act, or, as the Case may be, after the making of any Mortgage or Charge by way of Mortgage under this Act and subject thereto, is under any of the Provisions of this Act entitled to the actual Possession or the Receipt of the Rents and Profits of the mortgaged Premises, shall be liable to pay and shall pay the Interest secured by the Mortgage and falling due during the Time of his being so entitled, and his personal Representatives shall be liable to pay, and shall pay, a proportionate Part of the Interest accruing from the last half-yearly or other Day of Payment thereof up to the Day of his Death; and if and whenever any Person or his Representatives so liable to pay any such Interest or proportionate Part thereof fail so to do, and it is paid by any other Person, the Person so paying it or his Representatives may recover the Amount so paid, with Interest at the Rate of Four Pounds *per Centum per Annum* thereon, from the Person or Representatives liable to pay it.

Agreements by Trustees of Act for Purposes of Act.

53. The Trustees of this Act from Time to Time may enter into such Agreements in Writing for any of the Purposes of this Act as they think advantageous, and may alter, rescind, or abandon, on Terms or gratuitously, any such Agreement, so as every Agreement so altered be, when altered, in conformity with this Act, and may carry into effect the Agreements not so rescinded or abandoned.

Power for Trustees of Act to confirm voidable Deeds.

54. The Trustees of this Act from Time to Time, if they think fit, may confirm any Deed purporting to have been made under this Act in any Case in which for some technical Error, Informality, or Irregularity in making or executing it the Deed is thought void or voidable, or may make instead thereof another Deed of like Intent under this Act.

General Power for Trustees of Act to execute it.

55. The Trustees of this Act from Time to Time may make and execute any Deeds, Assurances, and other Instruments, and do and concur

concur in doing all such other Things whatsoever, as they from Time to Time find expedient for the Purposes of this Act:

Validity of Proceedings of Trustees of Act.

56. Every Agreement, Sale, Conveyance, Lease, Surrender, Assurance, Arrangement, Act, Deed, and Thing whatsoever entered into, made, executed, accepted, procured, done, and concurred in respectively by the Trustees of this Act in pursuance of this Act shall be absolutely valid, and, except only as is by this Act otherwise expressly provided, shall accordingly at Law and in Equity bind all Persons claiming and to claim under their several Wills, Indentures, Instruments, Acts, Proceedings, Events, and Things respectively recited or referred to in this Act, or any of them, and this Act respectively.

Trustees to whom Provisions of Act for Appointment of new Trustees apply.

57. The Provisions of this Act with respect to the Appointment of new Trustees apply to the following Trustees respectively, and they respectively are therein referred to as "the respective Trustees;" that is to say,

(A.) The Earl and *Edward Daniel* and the Trustees from Time to Time appointed in their respective Place:

(B.) Messrs. *Staniforth* and *Loaden* as Trustees of Sir *Arthur Aston*'s Will, and the Trustees from Time to Time appointed in their respective Place:

(C.) The Earl and the Honourable *Gerald Chetwynd Talbot* and other the Persons who from Time to Time are appointed, as by this Act is provided, Trustees of *Hervey Talbot*'s Portion.

Appointment by Court of Chancery of new Trustees.

58. If and whenever the respective Trustees or any of them shall die, or desire to be discharged from, or decline, fail, or become incapable or unfit to act in, the Execution of the respective Trusts or Powers by or under this Act, or, as the Case may be, by or under Sir *Arthur Aston*'s Will, reposed in or conferred on them respectively, or shall reside out of *Great Britain* before the same Trusts and Powers respectively are fully executed, the Court of Chancery, on Application by the Person entitled in possession to the yearly Income of the respective Trust Estate, or by the respective surviving or continuing Trustees or Trustee, or, if none, by any Person interested in the respective Trust Estate, and after such Notice as the Court may direct to any Trustees or Trustee, or Persons or Person interested, may appoint any Person or Persons, without regard to Number, to be a Trustee or Trustees in the Place of the respective Trustee or Trustees so dying, desiring to be discharged, declining, failing, becoming incapable or unfit to act, or residing out of *Great Britain*; and every Trustee so appointed shall have the like Duties, Powers, and Discretions as if he had been originally appointed by this Act, or, as the Case may be, by Sir *Arthur Aston*'s Will, a Trustee of the respective

respective Trust Estate instead of the Trustee to whose Place he succeeds; and the respective Trust Estate shall be vested in the respective new Trustee or Trustees either solely or, as the Case requires, jointly with the respective surviving or continuing Trustees or Trustee.

Indemnity of Trustees.

59. No Person now or hereafter a Trustee for any of the Purposes of this Act shall be answerable or accountable for any other such Person, or for any involuntary Loss or Expense; and all such Persons respectively may, by and out of any Monies coming to their respective Hands by virtue of this Act, retain to and reimburse themselves respectively all Costs, Charges, and Expenses not by this Act otherwise respectively provided for which they respectively incur in or about the carrying into execution of any of the Trusts, Powers, and Provisions of this Act.

Saving for Lessees and Incumbrancers.

60. Provided, that this Act shall not prejudice or affect any Lease, Agreement for Lease, Tenancy, Mortgage, Judgment, Charge, Incumbrance, Claim, or Demand at Law or in Equity of, on, or affecting the Estates, Stock, and Cash which are Subject Matters of this Act, or the Proceeds or Income thereof respectively, or any Part or Share of or Estate or Interest in possession or in expectancy in the same respectively, but the Securities, Rights, and Remedies at Law and in Equity of all Persons from Time to Time having or claiming any such Lease, Agreement for Lease, Tenancy, Mortgage, Judgment, Charge, Incumbrance, Claim, or Demand shall, except so far as they respectively from Time to Time otherwise agree, be the same as if this Act were not passed; nevertheless, this Saving for Lessees and Incumbrancers does not extend to any Person from Time to Time claiming beneficially or as Trustee under the recited Indenture of Conveyance and Assignment of the Third Day of *September* One thousand eight hundred and fifty-seven by this Act annulled, or under the recited Indenture of Mortgage of the Fourth Day of *September* One thousand eight hundred and fifty-seven by this Act annulled, or claiming beneficially or as Trustees under the said recited Indenture of Postnuptial Settlement of the Fourth Day of *September* One thousand eight hundred and fifty-seven, any Interest in or affecting the *Aston Grange* Estate.

General Saving.

61. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons and Bodies Politic and Corporate soever, and to their respective Heirs, Successors, Executors, and Administrators, (other than the Persons who are by this Act expressly excepted out of this General Saving,) all Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, both at

Law

Law and in Equity, which they respectively now have or would have if this Act were not passed.

Persons bound by Act.

62. Provided (but without Prejudice to the Saving in this Act contained for Lessees and Incumbrancers), that the following Persons are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

First, *Hervey Talbot*, his Heirs, Executors, Administrators, and Assigns:

Secondly, the now unborn Sons of *Hervey Talbot* and their respective Issue Male:

Thirdly, Mr. and Mrs. *Chetwynd*, and their respective Executors, Administrators, and Assigns:

Fourthly, *Arthur Chetwynd* and his Issue Male:

Fifthly, the now unborn Sons of Mrs. *Chetwynd* and their respective Issue Male:

Sixthly, Miss *Talbot*, her Executors, Administrators, and Assigns:

Seventhly, the now unborn Sons of Miss *Talbot* and their respective Issue Male:

Eighthly, the right Heirs of Sir *Arthur Aston* and their Assigns:

Ninthly, Dr. *Murta*, his Executors, Administrators, and Assigns, in respect of his Annuity:

Tenthly, Messrs. *Staniforth* and *Loaden* as the Trustees and Executors of Sir *Arthur Aston's* Will, their Heirs, Executors, Administrators, and Assigns, and the future Trustees thereof:

Eleventhly, the future Real and Personal Representatives of Sir *Arthur Aston*:

Twelfthly, *Charles Talbot*, his Heirs, Executors, Administrators, and Assigns:

Thirteenthly, *Mary Matilda Talbot*, her Executors, Administrators, and Assigns:

Fourteenthly, *Algernon Charles Talbot* and his Assigns:

Fifteenthly, the now unborn Sons of *Algernon Charles Talbot* and their respective Issue Male:

Sixteenthly, *Arthur Hervey Talbot* and his Assigns:

Seventeenthly, the now unborn Sons of *Arthur Hervey Talbot* and their respective Issue Male:

Eighteenthly, the now unborn Sons of *Charles Talbot* and their respective Issue Male:

Nineteenthly, *Cecil Harriet Talbot*, her Executors, Administrators, and Assigns:

Twentiethly, *Gwendoline Mary Talbot*, her Executors, Administrators, and Assigns:

Twenty-first, the now unborn Children of *Charles Talbot* and *Mary Matilda* his Wife, and their respective Executors, Administrators, and Assigns:

Twenty-secondly, Messrs. *Theobald* and *Symonds* as the Trustees of the recited Post-nuptial Settlement of the Fourth Day of *September* One thousand eight hundred and fifty-seven, their Heirs, Executors, Administrators, and Assigns, and the future Trustees thereof:

Twenty-thirdly, all other Persons (not being the several Lessees and Incumbrancers whose Rights are by this Act expressly saved) who from Time to Time are entitled under the recited disentailing Assurance of the Third Day of *September* One thousand eight hundred and fifty-seven, and the recited Indenture of the Eighth Day of *December* One thousand eight hundred and fifty-nine, or either of them:

Twenty-fourthly, such of the several Lessees and Incumbrancers and others whose Rights are by this Act expressly saved as from Time to Time enter into any Agreement with the Trustees of this Act, but so far only as the Agreements respectively extend.

Operation of Conveyances, &c. by C. Talbot and H. Talbot since Agreement for Compromise.

63. All Conveyances, Assignments, Charges, Covenants, Agreements, and Obligations made, entered into, or contracted by *Charles Talbot* and *Hervey Talbot* respectively since the Date of the Agreement of Compromise of or concerning any Estate, Right, or Interest acquired or to be acquired by them respectively under the Agreement of Compromise or this Act, shall operate and take effect upon and in respect of every such Estate, Right, or Interest as and when required by them respectively.

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

64. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

THE WARWICKSHIRE ESTATE.

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	NUNEATON.	A. R. P.	A. R. P.	A. R. P.	A. R. P.
1	Gallows Close - - -	- -	7 1 34	- -	7 1 34
2	Further High Thorn - -	13 1 24	- -	- -	13 1 24
3	Middle High Thorn - -	12 1 22	- -	- -	12 1 22
4	High Thorn Meadow - -	- -	3 0 38	- -	3 0 38
5	High Thorn Close - -	7 0 21	- -	- -	7 0 21
6	Bull Meadow Gorse - -	10 3 28	- -	- -	10 3 28
7	Bull Meadow - -	- -	6 0 15	- -	6 0 15
8	Far Bull Meadow Close -	8 3 26	- -	- -	8 3 26
9	Near Bull Meadow Close -	5 2 10	- -	- -	5 2 10
10	Highland Close - -	7 1 17	- -	- -	7 1 17
11	House Close - - -	- -	3 2 13	- -	3 2 13
12	Marlows Close - - -	15 0 3	- -	- -	15 0 3
13	Folly Close - - -	- -	2 0 5	- -	2 0 5
14	Four Acre Close - -	- -	4 1 17	- -	4 1 17
15	Farmhouse, Outbuildings, Yards, and Gardens - -	1 3 22	- -	- -	1 3 22
16	Near Waste - - -	- -	10 2 16	- -	10 2 16
17	Far Waste - - -	13 2 35	- -	- -	13 2 35
18	Brick-kiln Close (South) -	2 2 17	- -	- -	2 2 17
18*a*	Part of ditto, severed by Railway - - -	0 0 8	- -	- -	0 0 8
19	Brick-kiln Close (North) -	9 1 9	- -	- -	9 1 9
19*a*	Part of ditto, severed by Railway - - -	0 2 5	- -	- -	0 2 5
20	Herdsman's Meadow - -	- -	2 0 14	- -	2 0 14
20*a*	Part of ditto, severed by Railway - - -	- -	0 3 29	- -	0 3 29
21	Hyde's Meadow - -	- -	8 0 12	- -	8 0 12
21*a*	Part of ditto, severed by Railway - - -	- -	0 0 18	- -	0 0 18
22	The Slang - - -	- -	0 2 11	- -	0 2 11
23	Short Leys - - -	8 1 19	- -	- -	8 1 19
23*a*	Part of ditto, severed by Railway - - -	1 2 8	- -	- -	1 2 8
24	Long Leys (East Part) - -	8 1 32	- -	- -	8 1 32
24*a*	Part of ditto, severed by Railway - - -	3 3 32	- -	- -	3 3 32
25	Long Leys (West Part) -	12 1 38	- -	- -	12 1 38
25*a*	Part of ditto, severed by Railway - - -	0 2 22	- -	- -	0 2 22
26	Pigeon Flat - - -	4 1 7	- -	- -	4 1 7

Aston's Estates Act, 1863.

THE WARWICKSHIRE ESTATE—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	NUNEATON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
27	Pigeon Flat (as altered) -	3 3 34	- -	- -	3 3 34	
28	Ten Acre Close - -	9 1 12	- -	- -	9 1 12	
28*a*	Part of ditto, severed by Railway - - -	0 1 25	- -	- -	0 1 25	
29	Big Close (as altered) -	- -	18 1 2	- -	18 1 2	
30	Short Broad - - -	10 1 3	- -	- -	10 1 3	
31	The Priors - - -	9 0 30	- -	- -	9 0 30	
32	Big Meadow - - -	- -	7 2 36	- -	7 2 36	
33	Brook Furlong - -	7 2 16	- -	- -	7 2 16	
34	Far Sheep Close - -	- -	5 0 4	- -	5 0 4	
35	Near Sheep Close - -	- -	5 0 3	- -	5 0 3	
36	Farmhouse, Outbuildings, Yards, Gardens, and Orchard - - -	2 3 0	- -	- -	2 3 0	
37	Croft - - - - -	- -	2 2 19	- -	2 2 19	
38	Great Barn Close - -	13 3 8	- -	- -	13 3 8	
39	Hoarstone Close - -	13 0 31	- -	- -	13 0 31	
40	Dudley's Close (as altered) -	- -	7 0 38	- -	7 0 38	
41	Dudley's Meadow - -	- -	3 1 4	- -	3 1 4	
42	Near Hill Meadow and Far Hill Meadow - -	- -	8 3 33	- -	8 3 33	
43	Little Barn Close Meadow -	- -	3 2 14	- -	3 2 14	
44	Little Barn Close - - -	10 2 12	- -	- -	10 2 12	
45	Ox Close - - -	11 0 6	- -	- -	11 0 6	
46	Ox Meadow - - -	- -	4 0 11	- -	4 0 11	
47	Preston's Corner - -	- -	15 2 2	- -	15 2 2	
48	Slang - - -	- -	0 0 34	- -	0 0 34	
49	Cloudy Meadow - -	- -	6 1 27	- -	6 1 27	
50	Slang - - -	- -	0 1 31	- -	0 1 31	
	ATTLEBOROUGH.					
51	Jeremy's Meadow - - -	- -	6 1 34	- -	6 1 34	
52	Little Meadow - -	- -	1 2 24	- -	1 2 24	
53	Far Paulsford Close - - -	5 3 34	- -	- -	5 3 34	
54	Marl Pit Close - -	5 2 16	- -	- -	5 2 16	
55	Jackson's Meadow - -	9 1 8	- -	- -	9 1 8	
56	Oak Tree Close - -	11 0 15	- -	- -	11 0 15	
57	Green Moor Meadow - - -	- -	12 0 30	- -	12 0 30	
58	Seven Acres - - -	7 2 22	- -	- -	7 2 22	
59	Paulsford Close - -	- -	16 2 37	- -	16 2 37	
60	Stable Meadow - - -	- -	6 3 34	- -	6 3 34	
61	Stable Meadow Close - -	- -	8 0 2	- -	8 0 2	
62	Cabbage Close - - -	10 3 8	- -	- -	10 3 8	
63	Sinny Field Meadow - -	- -	5 2 8	- -	5 2 8	
64	Sinny Field - - -	17 2 3	- -	- -	17 2 3	
65	Sinney Meadow - - -	- -	7 2 4	- -	7 2 4	
66	Slang - - -	5 0 34	- -	- -	5 0 34	
67	Lane - - - - - -	- -	1 0 26	- -	1 0 26	
68	Gorsy Close - - - -	19 2 8	- -	- -	19 2 8	
69	Cowpen Close - - - -	15 0 14	- -	- -	15 0 14	
70	Fox Covert - - - -	9 3 32	- -	- -	9 3 32	
70*a*	Far Close - - - -	11 3 29	- -	- -	11 3 29	
71	Ten Acres Close - - -	- -	11 0 24	- -	11 0 24	
72	Far Top Close - - - -	11 2 37	- -	- -	11 2 37	

Aston's Estates Act, 1863.

THE WARWICKSHIRE ESTATE—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	ATTLEBOROUGH—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
73	Near Top Close, with Barn and Yard - - -	14 0 19	- -	- -	14 0 19
74	Under the Barn - -	12 2 0	- -	- -	12 2 0
75	Seed Close - - -	- -	14 1 14	- -	14 1 14
76	Rush Close - - -	10 3 32	- -	- -	10 3 32
77	Rickyard Meadow - -	- -	7 2 19	- -	7 2 19
78	Rickyard Close - -	18 0 0	- -	- -	18 0 0
79	Little Cabbage Close - -	- -	1 2 24	- -	1 2 24
80	Farmhouse, Outbuildings, Yards, Gardens, and Orchards - - -	1 2 26	- -	- -	1 2 26
81	Calves Croft - - -	1 0 20	- -	- -	1 0 20
82	New Meadow - -	- -	6 3 30	- -	6 3 30
83	Big Close - - -	- -	27 1 27	- -	27 1 27
84	Top Cabbage Close - -	6 3 31	- -	- -	6 3 31
85	Far Cottage Close - -	5 0 32	- -	- -	5 0 32
86	Sheep-pen Close - -	18 1 28	- -	- -	18 1 28
87	Far Barn Close - -	9 0 3	- -	- -	9 0 3
88	Far Cottage Close - -	- -	4 1 15	- -	4 1 15
89	Cottage Close - - -	3 1 2	- -	- -	3 1 2
90	Cottage Close - -	4 1 1	- -	- -	4 1 1
91	Near Town Close - -	- -	5 2 22	- -	5 2 22
91*a*	Part of ditto, severed by Railway - - -	- -	0 3 3	- -	0 3 3
92	Far Town Close - -	- -	6 2 7	- -	6 2 7
93	Pit Close - - -	10 2 36	- -	- -	10 2 36
94	Cottage Close - -	9 3 28	- -	- -	9 3 28
95	Barn Close - - -	8 2 3	- -	- -	8 2 3
96	Barn and Yard - -	0 0 35	- -	- -	0 0 35
97	Near Tan Muck Close - -	6 0 0	- -	- -	6 0 0
98	Far Tan Muck Close - -	6 3 14	- -	- -	6 3 14
99	Leigh's Close - - -	11 1 19	- -	- -	11 1 19
100	Leigh's Close - - -	- -	9 0 11	- -	9 0 11
101	Long Meadow - - -	- -	4 2 2	- -	4 2 2
102	Old Meadow - - -	- -	5 0 29	- -	5 0 29
103	Flam Meadow - -	- -	3 0 22	- -	3 0 22
104	Leigh's Little Meadow - -	7 0 8	- -	- -	7 0 8
105	Alexander's Meadow - -	- -	6 2 25	- -	6 2 25
106	Brook Meadow - -	- -	6 3 21	- -	6 3 21
107	Hanging Meadow - -	- -	0 2 16	- -	0 2 16
108	Far Wood Close - -	11 2 21	- -	- -	11 2 21
109	Near Wood Close - -	10 2 0	- -	- -	10 2 0
110	Hall's Close - - -	9 0 24	- -	- -	9 0 24
111	Hall's Close - - -	5 3 12	- -	- -	5 3 12
112	Wardley's Meadow - -	- -	6 0 4	- -	6 0 4
113	Great Close - - -	- -	4 1 15	- -	4 1 15
114	Far Rye Grass Close - -	- -	4 3 10	- -	4 3 10
115	Near Rye Grass Close -	- -	1 1 5	- -	1 1 5
116	Gorsey Close - - -	- -	2 3 1	- -	2 3 1
117	Farmhouse, Outbuildings, Yard, and Garden - -	1 0 28	- -	- -	1 0 28
118	Barn Close - - -	- -	3 1 3	- -	3 1 3
119	Long Close - - -	- -	8 3 27	- -	8 3 27
120	Long Close - - -	6 2 16	- -	- -	6 2 16
121	Corn Close - - -	13 0 16	- -	- -	13 0 16
122	Corn Close Meadow - -	- -	8 0 29	- -	8 0 29
123	Little Hoarstone Close -	7 3 28	- -	- -	7 3 28

THE WARWICKSHIRE ESTATE—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	ATTLEBOROUGH—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
124	Three Cornered Close - -	6 2 17	- -	- -	6 2 17	
125	Hoarstone Close - -	- -	17 0 26	- -	17 0 26	
126	Liptrot's Meadow - -	- -	4 2 29	- -	4 2 29	
127	Osier Bed - - -	0 0 34	- -	- -	0 0 34	
128	Part of Hoarstone Close -	- -	0 2 30	- -	0 2 30	
113*a*, 115*a*, 116*a*	Parts severed by Railway -	- -	4 3 10	- -	4 3 10	
	NUNEATON.					
131	"Double Plough" Public House, Cottage, Outbuildings, Gardens, Fishponds, Moats, and Moat Close -	- -	7 1 37	- -	7 1 37	
132	Bottom New Mill Field -	2 0 36	- -	- -	2 0 36	
133	Middle New Mill Field - -	4 1 19	- -	- -	4 1 19	
132*a*, 133*a*, 135	Severed Part of Bottom New Mill Field - - - / Severed Part of Middle New Mill Field - - - / New Mill Field - -	- -	9 3 29	- -	9 3 29	
134	Barn Close, Outbuildings, and Yard - - -	- -	7 1 17	- -	7 1 17	
135*a*	Severed Part of New Mill Field - - -	1 2 22	- -	- -	1 2 22	
136	New Mill Field - -	- -	6 1 1	- -	6 1 1	
136*a*	Severed Part of New Mill Field - - -	- -	1 1 11	- -	1 1 11	
137	New Mill Field Meadow -	- -	8 3 14	- -	8 3 14	
138	Rough - - -	- -	1 3 36	- -	1 3 36	
138*a*	Part of ditto, severed by Railway - - -	- -	1 3 0	- -	1 3 0	
139, 140, & 141*a*.	Rough Wood (stocked), the Strip, and Part of Far Close, severed by Railway - -	7 3 6	- -	- -	7 3 6	
141	Far Close - - -	- -	3 0 29	- -	3 0 29	
142	Second Clay Pit - -	- -	7 3 26	- -	7 3 26	
143	First Clay Pit - -	- -	9 1 29	- -	9 1 29	
144	Middle Close - - -	- -	4 0 36	- -	4 0 36	
145	Close - - -	- -	2 3 26	- -	2 3 26	
146	Barn Close - - -	4 2 17	- -	- -	4 2 17	
147	Far Clay Pit Close - -	6 3 22	- -	- -	6 3 22	
148	House, Outbuildings, and Garden - - -	0 0 29	- -	- -	0 0 29	
149	Close - - - - -	2 3 12	- -	- -	2 3 13	
150	House Close - - -	- -	2 2 32	- -	2 2 32	
151	Clover Close - - -	2 1 25	- -	- -	2 1 25	
152	Barn Meadow - - -	- -	3 1 32	- -	3 1 32	
153, 154	Gibbet Close - - - / Stone Quarry Croft - -	- -	7 3 27	- -	7 3 27	
155	First Hill, Stone Quarry, and Outbuildings - - -	- -	6 1 10	- -	6 1 10	
156	Near Clay Pit Close - -	- -	4 1 22	- -	4 1 22	
157 & 144*a*.	Brick and Tile Yard, Sheds, &c. - - - -	- -	2 1 0	- -	2 1 0	

Aston's Estates Act, 1863.

THE WARWICKSHIRE ESTATE—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Total carried out.	——
	NUNEATON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
158	Part of Punch Bowl Public House, Cottage, Wharf, &c.	- - -	0 3 33	- - -	0 3 33	
159	Copper Mine Close, and Outbuildings - - - -	- - -	5 1 34	- - -	5 1 34	
160	Wharf Piece - - - -	- - -	0 1 21	- - -	0 1 21	
161	Brickyard and Close - -	- - -	12 1 22	- - -	12 1 22	
162	Cooper's Middle Close - -	2 1 15	- - -	- - -	2 1 15	
163	Cooper's Bottom Close - -	3 1 39	- - -	- - -	3 1 39	
164	The Acres Close - -	2 3 20	- - -	- - -	2 3 20	
165	Pit Close - - - - -	2 0 32	- - -	- - -	2 0 32	
166	Garden - - - - -	0 0 26	- - -	- - -	0 0 26	
167	Meadow - - - - -	- - -	2 0 20	- - -	2 0 20	
168	Garden at Bond End - -	0 0 20	- - -	- - -	0 0 20	
	Site of Part of Messuage on the Abbey Wall - -	0 0 1	- - -	- - -	0 0 1	
	Ditto ditto - -	0 0 1	- - -	- - -	0 0 1	
	Ditto ditto - -	0 0 2	- - -	- - -	0 0 2	
	Ditto ditto - -	0 0 2	- - -	- - -	0 0 2	
	Ditto ditto - -	0 0 1	- - -	- - -	0 0 1	
	Ditto ditto - -	0 0 2	- - -	- - -	0 0 2	
	Ditto ditto - -	0 0 1	- - -	- - -	0 0 1	
	Total - - -	665 0 5	514 0 3	- -	1179 0 8	

An undivided Moiety of the Manors or reputed Manors of Nuneaton and Attleborough.

Henry Linaker.

The

The SECOND SCHEDULE to which the foregoing Act refers.

THE CHESHIRE ESTATE.

PART I.

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	ASTON.	A. R. P.	A. R. P.	A. R. P.	A. R. P.
1	Part of Mottershaw Wood -	- - -	- - -	0 0 8	0 0 8
2	Part of Mottershaw Wood -	- - -	- - -	0 0 6	0 0 6
3	Well Field - - -	2 0 32	- - -	- - -	2 0 32
4	House, Outbuildings, Yards, Gardens, and Pit - -	0 2 23	- - -	- - -	0 2 23
5	The Meadow - -	- - -	1 1 6	- - -	1 1 6
6	Part of Mottershaw Wood -	- - -	- - -	0 0 7	0 0 7
7	Part of Mottershaw Wood -	- - -	- - -	0 0 1	0 0 1
8	Wood Field - -	- - -	1 3 10	- - -	1 3 10
9	Road - - - -	- - -	0 0 11	- - -	0 0 11
10	Front Croft - - -	- - -	1 0 12	- - -	1 0 12
11	Big Field - - -	- - -	4 1 29	- - -	4 1 29
12	Near Long Field - -	- - -	1 1 26	- - -	1 1 26
13	Middle Long Field - -	- - -	1 1 17	- - -	1 1 17
15	The Bank - - -	1 1 24	- - -	- - -	1 1 24
16	Nelly's Meadow - -	- - -	3 1 15	- - -	3 1 15
17	Garden Field - -	- - -	1 3 35	- - -	1 3 35
18	House, Outbuildings, and Gardens - - -	0 3 16	- - -	- - -	0 3 16
19	Outlet - - - -	- - -	0 1 2	- - -	0 1 2
21	Cottage and Gardens -	0 1 18	- - -	- - -	0 1 18
22	Tanyard Meadow - -	- - -	2 3 34	- - -	2 3 34
23	Orchard - - -	0 2 12	- - -	- - -	0 2 12
24	House, Outbuildings, Yards, and Gardens - -	0 2 10	- - -	- - -	0 2 10
25	Barn Croft - - -	1 1 17	- - -	- - -	1 1 17
26	The Meadow - -	- - -	1 2 14	- - -	1 2 14
27	Three-cornered Piece -	0 2 8	- - -	- - -	0 2 8
28	Far Barn Field - -	- - -	1 2 3	- - -	1 2 3
29	Near Barn Field - -	- - -	1 0 24	- - -	1 0 24
30	Near New Road Field -	- - -	2 3 21	- - -	2 3 21
31	Tanyard Field - -	- - -	2 1 12	- - -	2 1 12
32	Old Lane - - - -	- - -	0 1 36	- - -	0 1 36
33	The Meadow - -	- - -	2 1 2	- - -	2 1 2
34	Near Acre - - -	- - -	2 1 27	- - -	2 1 27
35	House, Outbuildings, Yards, and Gardens - -	0 3 23	- - -	- - -	0 3 23
36	Hovel, Yard, and Garden -	0 0 19	- - -	- - -	0 0 19
37	Orchard Meadow - -	- - -	0 1 31	- - -	0 1 31
38	Spender's Acre - -	1 0 31	- - -	- - -	1 0 31
39	Cottage, Outbuilding, and Garden - - -	0 1 26	- - -	- - -	0 1 26

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	ASTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
41	The Acres	8 3 31	- - -	- - -	8 3 31
48	Near Runjoe	21 0 37	- - -	- - -	21 0 37
49	Part of Basnetts	0 0 9	- - -	- - -	0 0 9
50	Two Cottages, Outbuildings, Yard, and Garden	1 0 35	- - -	- - -	1 0 35
51	Far Runjoe	- - -	15 3 37	- - -	15 3 37
52	Part of Bird's Wood	- - -	- - -	6 2 13	6 2 13
54	Part of Bird's Wood	- - -	- - -	0 0 30	0 0 30
57	Waste	- - -	- - -	0 1 12	0 1 12
61	Far Field	- - -	0 3 31	- - -	0 3 31
62	Big Clover Field	- - -	1 2 32	- - -	1 2 32
63	Little Clover Field	- - -	1 0 23	- - -	1 0 23
64	Dog Kennels, Yard, Croft, and Pond	0 0 36	- - -	- - -	0 0 36
65	Lane	- - -	0 0 11	- - -	0 0 11
66	Meadow	- - -	0 3 2	- - -	0 3 2
67	Cottage, Outbuilding, Yards, and Gardens	0 1 8	- - -	- - -	0 1 8
69	Cottage, Outbuilding, Yrds, and Gardens	0 0 34	- - -	- - -	0 0 34
70	Meadow	- - -	0 3 8	- - -	0 3 8
71	Near Field	- - -	1 1 18	- - -	1 1 18
72	Second Field	0 3 5	- - -	- - -	0 3 5
73	Middle Field	- - -	0 1 26	- - -	0 1 26
74	Far Field	- - -	0 2 27	- - -	0 2 27
75	Part of Bird's Wood	- - -	- - -	79 0 17	79 0 17
76	Horse Pasture	- - -	12 1 16	- - -	12 1 16
77	Calf Croft	6 2 16	- - -	- - -	6 2 16
78	Tunnel Field	6 1 17	- - -	- - -	6 1 17
79	Road Field	7 2 12	- - -	- - -	7 2 12
80	Runjoe	- - -	6 1 27	- - -	6 1 27
81	Sanders Croft	- - -	5 1 18	- - -	5 1 18
82	Pingot	1 0 12	- - -	- - -	1 0 12
83	Rough Field	3 2 15	- - -	- - -	3 2 15
84	Rough and Pits	0 2 14	- - -	- - -	0 2 14
85	Rushy Field	5 1 24	- - -	- - -	5 1 24
86	Barn Field	4 1 37	- - -	- - -	4 1 37
87	Long Meadow	3 2 35	- - -	- - -	3 2 35
88	Land	0 2 14	- - -	- - -	0 2 14
89	Hatchells	8 1 18	- - -	- - -	8 1 18
90	Croft	0 2 28	- - -	- - -	0 2 28
91	Cottage and Garden	0 1 6	- - -	- - -	0 1 6
92	Well Croft	- - -	0 2 25	- - -	0 2 25
93	Croft	- - -	0 2 34	- - -	0 2 34
94	Cottage, Yard, and Gardens	0 2 15	- - -	- - -	0 2 15
95	Cottage, Yard, and Garden	0 0 27	- - -	- - -	0 0 27
96	House, Outbuildings, Yard, and Gardens	4 3 21	- - -	- - -	4 3 21
97	House, Outbuildings, Yard, Gardens, and Orchard	2 2 31	- - -	- - -	2 2 31
98	Backside	1 0 8	- - -	- - -	1 0 8
99	Newotts	5 3 2	- - -	- - -	5 3 2
100	Far Newotts	- - -	9 2 0	- - -	9 2 0
101	Middle Newotts	- - -	6 2 34	- - -	6 2 34
102	Near Newotts	- - -	7 1 11	- - -	7 1 11
103	Croft	- - -	0 0 30	- - -	0 0 30
104	Near Meadow	- - -	2 1 8	- - -	2 1 8

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	ASTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
105	Far Meadow - -	13 2 38	- -	- -	13 2 38
107	Plantation - - -	- -	- -	0 0 34	0 0 34
108	Far Acres - - -	- -	2 0 29	- -	2 0 29
109	Aston Lane Field - -	- -	4 1 14	- -	4 1 14
110	Far New Road Field -	- -	1 1 27	- -	1 1 27
111	Near Acre - - -	- -	4 0 24	- -	4 0 24
112	Far Acre - - -	- -	2 0 28	- -	2 0 28
113	Near Acre - - -	- -	1 2 30	- -	1 2 30
115	Cottage and Garden -	0 0 37	- -	- -	0 0 37
116	Cottage, Outbuilding, Yard, and Garden - -	0 2 36	- -	- -	0 2 36
117	The Meadow - -	- -	1 3 27	- -	1 3 27
118	Bottom Close - - -	- -	1 0 25	- -	1 0 25
119	Near Close - - -	- -	1 1 1	- -	1 1 1
120	Far Close - - -	1 3 5	- -	- -	1 3 5
121	Intake and Pit - -	- -	0 1 19	- -	0 1 19
122	Far Acre - - -	- -	5 3 30	- -	5 3 30
123	The Meadow - -	- -	7 1 4	- -	7 1 4
124	Plantation - - -	- -	- -	0 1 18	0 1 18
125	Big Old Heath - -	- -	10 1 34	- -	10 1 34
126	Old Heath Plantation -	- -	- -	4 3 16	4 3 16
127	Plantation - - -	- -	- -	0 1 2	0 1 2
128	Plantation - - -	- -	- -	0 0 6	0 0 6
129	Little Old Heath - -	- -	3 0 7	- -	3 0 7
130	Bathing Pit Field - -	17 1 23	- -	- -	17 1 23
131	Flat Field - - -	- -	13 0 18	- -	13 0 18
132	Ryder's Hays, with Pits and Waste - - -	- -	16 1 16	- -	16 1 16
133	Ryder's Hays, Plantation and Pits - - -	- -	- -	2 0 19	2 0 19
134	Pickering's Field -	13 1 32	- -	- -	13 1 32
135	Pickering's Field -	14 2 5	- -	- -	14 2 5
136	Old Heath Field -	15 3 14	- -	- -	15 3 14
137	Deans Field -	- -	19 0 38	- -	19 0 38
138	Croft - -	- -	0 3 15	- -	0 3 15
139	Cottage and Garden -	0 1 31	- -	- -	0 1 31
140	Cottage and Garden -	0 0 38	- -	- -	0 0 38
141	Cottage and Garden -	0 0 36	- -	- -	0 0 36
142	Cottage and Garden -	0 1 34	- -	- -	0 1 34
143	Far Sheep Field -	1 0 18	- -	- -	1 0 18
144	Part of Heath Field -	5 3 11	- -	- -	5 3 11
145	Garden - - -	0 1 26	- -	- -	0 1 26
146	Garden - - -	0 0 37	- -	- -	0 0 37
147	Garden - - -	0 0 24	- -	- -	0 0 24
148	Garden - - -	0 1 14	- -	- -	0 1 14
149	Garden - - -	0 0 38	- -	- -	0 0 38
150	Garden - - -	0 0 24	- -	- -	0 0 24
151	Garden - - -	0 0 24	- -	- -	0 0 24
152	Garden - - -	0 1 19	- -	- -	0 1 19
153	Garden - - -	0 1 0	- -	- -	0 1 0
154	Cottage, Yard, and Garden -	0 0 26	- -	- -	0 0 26
155	Cottage, Yard, and Garden -	0 0 10	- -	- -	0 0 10
156	Bottom Croft - -	0 1 35	- -	- -	0 1 35
157	Top Croft - - -	0 2 7	- -	- -	0 2 7
158	Middle Croft - -	0 2 1	- -	- -	0 2 1
159	Cottage, Outbuildings, Yards, Gardens, and Orchard -	0 2 23	- -	- -	0 2 23

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	ASTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
160	Long Croft	1 0 6	- - -	- - -	1 0 6
161	Garden	0 1 4	- - -	- - -	0 1 4
162	Smithy	0 0 2	- - -	- - -	0 0 2
163	Near Town Field	29 3 1	- - -	- - -	29 3 1
164	Far Town Field	34 0 20	- - -	- - -	34 0 20
165	Long Furlongs	26 2 13	- - -	- - -	26 2 13
167	Willow Walk Plantation	- - -	- - -	43 3 29	43 3 29
169	Coney-grave Pond	- - -	- - -	0 1 11	0 1 11
170	Chapel Plantation	- - -	- - -	12 2 10	12 2 10
171	Aston Chapel and Yard	- - -	- - -	0 1 21	0 1 21
172	Old Carriage Road	- - -	- - -	0 1 5	0 1 5
173	Garden House, with Hothouses and Land round the Kitchen Garden	0 1 39	- - -	- - -	0 1 39
174	Kitchen Garden	2 1 22	- - -	- - -	2 1 22
175	Orchard	1 0 35	- - -	- - -	1 0 35
176	Withy Croft	1 0 10	- - -	- - -	1 0 10
177	House, Out Offices, Farm Buildings, Yards, Gardens, Pleasure Grounds, and Plantations	3 0 11	- - -	- - -	3 0 11
178	Paddock	- - -	3 0 7	- - -	3 0 7
179	Plantation	- - -	- - -	0 1 0	0 1 0
180	Plantation	- - -	- - -	0 0 17	0 0 17
181	Plantation	- - -	- - -	0 0 9	0 0 9
182	Plantation	- - -	- - -	0 0 14	0 0 14
183	Plantation	- - -	- - -	0 0 22	0 0 22
185	Cottage, Garden, and Croft	0 3 4	- - -	- - -	0 3 4
186	Cottage and Garden	0 1 10	- - -	- - -	0 1 10
187	Garden	0 1 10	- - -	- - -	0 1 10
188	Cottage, Outbuilding, and Garden	0 1 37	- - -	- - -	0 1 37
189	Garden	0 1 22	- - -	- - -	0 1 22
190	Plantation	- - -	- - -	0 0 36	0 0 36
191	Plantation	- - -	- - -	0 0 16	0 0 16
192	Parkside Field (as altered)	- - -	44 0 17	- - -	44 0 17
193	Brick Kiln Plantation	- - -	- - -	2 3 2	2 3 2
194	Plantations in Parkside Field	- - -	- - -	3 2 15	3 2 15
195	Parkside and Garden Plantation	- - -	- - -	21 2 23	21 2 23
196	Plantation	- - -	- - -	1 3 26	1 3 26
197	Flower Garden and Greenhouse	- - -	- - -	0 1 5	0 1 5
198	Upper Pond	- - -	- - -	0 2 12	0 2 12
199	Middle Pond	- - -	- - -	0 1 33	0 1 33
200	Kiln Pond	- - -	- - -	1 0 6	1 0 6
201	Plantation	- - -	- - -	1 1 10	1 1 10
202	Out Offices, Stables, and Stable-yard	- - -	- - -	1 1 15	1 1 15
203	Stableyard Plantation	- - -	- - -	1 2 13	1 2 13
204	Horse Pond and Stew	- - -	- - -	0 2 4	0 2 4
205	Aston Hall, Out Offices, and Pleasure Grounds	- - -	- - -	12 0 0	12 0 0
206	Lower Park	- - -	31 1 29	- - -	31 1 29
207	Lower Park Cover	- - -	- - -	2 1 8	2 1 8
208	Town Meadow	- - -	29 3 20	- - -	29 3 20
209	Lower Dell Pond	- - -	- - -	0 1 30	0 1 30

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	ASTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
210	Dell Plantation	-	-	4 2 35	4 2 35	
211	Upper Dell Pond	-	-	0 3 13	0 3 13	
212	The Park	-	64 0 18	-	64 0 18	
213	Part of Parkside Pond	-	-	0 1 13	0 1 13	
214	Park Plantation	-	-	5 1 33	5 1 33	
215	Part of Town Meadow	-	31 2 36	-	31 2 36	
216	Part of River Weaver	-	-	4 3 20	4 3 20	Total in Aston, 933A. 2R. 31P.
	MIDDLETON GRANGE.					
1	Part of Town Meadow	-	6 1 24	-	6 1 24	
2	Lime Kiln Plantation	-	-	7 2 33	7 2 33	
3	Rock Leap	-	-	3 0 16	3 0 16	
4	Blackmoor Wood Field	-	28 1 30	-	28 1 30	
5	Blackmoor Wood	-	-	9 0 32	9 0 32	
6	Part of Rough in Park	-	-	0 0 25	0 0 25	
7	Part of the Park	-	0 0 26	-	0 0 26	
8	Part of Parkside Pond	-	-	0 1 13	0 1 13	
9	Near Park	-	29 2 28	-	29 2 28	
10	Chapel Hay Plantation	-	-	2 1 21	2 1 21	
11	Three Cottages and Gardens	0 3 20	-	-	0 3 20	
12	Chapel Hay	30 2 0	-	-	30 2 0	
13	Lower Bancroft	-	14 2 29	-	14 2 29	
14	Part of Parkside Field (as altered)	-	9 3 20	-	9 3 20	
15	Part of Heath Field	20 0 0	-	-	20 0 0	
17	Higher Bancroft	-	17 1 8	-	17 1 8	
18	Dug Moor	17 0 8	-	-	17 0 8	
19	Higher Coppice	15 2 7	-	-	15 2 7	
20	Lower Coppice	17 0 23	-	-	17 0 23	
21	Coppice Plantation and Pits	-	-	6 2 3	6 2 3	
22	The Moat	-	-	1 1 37	1 1 37	
23	Moat Plantation	-	-	0 2 34	0 2 34	
24	Old Park Plantation	-	-	6 1 4	6 1 4	
25	Fat Hays	-	15 2 6	-	15 2 6	
26	Moiety of the River Weaver	-	-	8 2 38	8 2 38	
27	Catten Meadow	-	30 2 33	-	30 2 33	
28	Old Park	-	30 0 7	-	30 0 7	
29	Hatton's Hay Wood	-	-	30 1 20	30 1 20	
30	Hatton's Hay Wood Field	24 1 10	-	-	24 1 10	
31	Spender's Meadow	-	2 0 22	-	2 0 22	Total in Middleton Grange, 387A. 1R. 17P.
	BARTINGTON.					
1	Moiety of the River Weaver	-	-	3 0 11	3 0 11	
2	Far Loonts Meadow	-	15 2 6	-	15 2 6	
3	Near Loonts Meadow	-	19 0 36	-	19 0 36	
4	Orchard	1 0 30	-	-	1 0 30	
5	Calf Park	-	1 2 1	-	1 2 1	
6	Orchard	0 2 7	-	-	0 2 7	
7	House, Outbuildings, Yards, and Garden	2 2 33	-	-	2 2 33	
8	Near Brow	-	6 2 35	-	6 2 35	
9	Hovel Field	7 2 32	-	-	7 2 32	
10	Further Hovel Field	5 1 0	-	-	5 1 0	
11	Birch Tree Field	10 3 6	-	-	10 3 6	
12	Birch Tree Field Plantation	-	-	0 1 2	0 1 2	
13	Near Brow Plantation	-	-	0 3 24	0 3 24	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	BARTINGTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
14	Further Brow	10 3 4	- - -	- - -	10 3 4	
15	Rough	- - -	- - -	0 0 20	0 0 20	
21	Thompson's Croft	- - -	0 2 0	- - -	0 2 0	
22	Long Tongue	- - -	1 3 25	- - -	1 3 25	
27	Long Tongue	- - -	1 1 28	- - -	1 1 28	
29	Long Tongue	- - -	0 3 22	- - -	0 3 22	
29*a*	Plantation	- - -	- - -	0 0 7	0 0 7	
30	Plantation	- - -	- - -	0 0 8	0 0 8	
31	Big Way Field	12 0 21	- - -	- - -	12 0 21	
32	Way Croft	0 1 24	- - -	- - -	0 1 24	
35	Bridge Field	- - -	3 0 25	- - -	3 0 25	
36	Little Way Field	- - -	3 1 12	- - -	3 1 12	
37	Little Way Field Plantation	- - -	- - -	0 2 0	0 2 0	
38	The Moss	17 1 16	- - -	- - -	17 1 16	
39	Springs	- - -	11 1 8	- - -	11 1 8	
40	The Dean	- - -	- - -	0 3 0	0 3 0	
41	The Dean	- - -	- - -	5 2 2	5 2 2	
42	Gravel Field	- - -	17 0 28	- - -	17 0 28	
43	Great Hill	- - -	15 1 14	- - -	15 1 14	
44	Crab Tree Field	16 0 18	- - -	- - -	16 0 18	
45	Cottage, Outbuildings, Yard, and Garden	0 2 2	- - -	- - -	0 2 2	
46	Croft and Hovel	- - -	0 2 33	- - -	0 2 33	
47	Cottage and Garden	0 0 18	- - -	- - -	0 0 18	
48	Cottage and Garden	0 0 25	- - -	- - -	0 0 25	
49	Cottage and Garden	0 0 27	- - -	- - -	0 0 27	
50	Cottage and Garden	0 0 28	- - -	- - -	0 0 28	
51	Garden	0 0 26	- - -	- - -	0 0 26	
54	Cottage, Garden, and Croft	1 1 6	- - -	- - -	1 1 6	
55	Croft	- - -	0 3 22	- - -	0 3 22	
56	Cottage and Garden	0 1 11	- - -	- - -	0 1 11	
57	Croft	- - -	1 0 5	- - -	1 0 5	
58	Cottage and Garden	0 1 17	- - -	- - -	0 1 17	
59	Cottage and Garden	0 0 12	- - -	- - -	0 0 12	
60	Outbuildings	0 0 2	- - -	- - -	0 0 2	
61	Sheep Field	- - -	16 2 4	- - -	16 2 4	
62	Barn Field	- - -	17 2 18	- - -	17 2 18	
63	Low Hill	3 2 36	- - -	- - -	3 2 36	
64	Middle Field	4 0 3	- - -	- - -	4 0 3	
65	Dean Field	- - -	18 2 36	- - -	18 2 36	
66	Dean Field	- - -	7 0 14	- - -	7 0 14	
67	Garden	0 0 23	- - -	- - -	0 0 23	
68	House, Outbuildings, Yards, Gardens, and Orchard	1 0 33	- - -	- - -	1 0 33	
69	Cow Hey	- - -	3 2 1	- - -	3 2 1	
70	Little Marl Field	- - -	3 3 19	- - -	3 3 19	
71	Near Hollands Meadow	2 2 14	- - -	- - -	2 2 14	
72	Far Hollands Meadow	- - -	1 3 21	- - -	1 3 21	
73	Double Hedge in ditto					
75	Part of Bartington Heath	0 1 29	- - -	- - -	0 1 29	Total Bartington, 282A. 0R. 37P.
77	Part of Bartington Heath	0 2 32	- - -	- - -	0 2 32	
78	Part of Bowling Green	0 0 15	- - -	- - -	0 0 15	

The Advowson or Right of Presentation to the Parochial Chapelry of Aston by Sutton.

Impropriate Rentcharge in lieu of Tithes amounting to the Sum of 1*l.* 1*s.* 10*d.* per Annum, issuing out of Lands in the Township of Bartington.

Impropriate Rentcharge in lieu of Tithes amounting to the Sum of 1*l.* 13*s.* 7*d.*, issuing out of Lands in the Township of Little Leigh.

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART I.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	FRODSHAM.	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
1	Bushy Meadow	-	3 3 33	-	3 3 33	
2	Bushy Meadow	-	5 1 28	-	5 1 28	
3	Aston Meadow	-	8 2 0	-	8 2 0	
4	Aston Meadow	-	8 2 28	-	8 2 28	
5	Aston Meadow	-	9 2 16	-	9 2 16	
6	Aston Meadow	-	10 3 33	-	10 3 33	
7	Aston Meadow	-	10 3 34	-	10 3 34	
8	Aston Meadow	-	6 2 35	-	6 2 35	
9	Aston Meadow	-	4 1 3	-	4 1 3	
10	Aston Meadow	-	3 3 25	-	3 3 25	Total Frodsham,
11	Aston Meadow	-	6 2 26	-	6 2 26	79A. 2R. 21P.

Henry Linaker.

PART II.

	SUTTON.					
1	Rocksavage Wood	-	-	7 2 28	7 2 28	
2	Near Blake Flat	-	6 2 22	-	6 2 22	
3	Far Blake Flat	-	7 0 20	-	7 0 20	
4	Near Adder Field and Pit	3 2 36	-	-	3 2 36	
5	Far Adder Field	-	5 3 0	-	5 3 0	
6	Near Briery Hay	6 2 1	-	-	6 2 1	
7	Far Briery Hay	7 1 34	-	-	7 1 34	
8	Lady Acre	3 3 24	-	-	3 3 24	
9	Great Beach	7 3 2	-	-	7 3 2	
10	Clough Field	5 0 5	-	-	5 0 5	
11	Clough Wood	-	-	5 3 36	5 3 36	
12	Clough Garden	0 1 4	-	-	0 1 4	
13	Gorsy Field	3 1 30	-	-	3 1 30	
14	Paddock's Moor	1 3 2	-	-	1 3 2	
15	Slack	1 0 34	-	-	1 0 34	
16	Further Slack	3 3 36	-	-	3 3 36	
17	Lower Clough	5 1 35	-	-	5 1 35	
18	Little Beach	6 3 23	-	-	6 3 23	
19	Big Hen Ridding	6 0 18	-	-	6 0 18	
20	Rough and Pit	0 0 28	-	-	0 0 28	
21	Rough and Pit	-	0 0 39	-	0 0 39	
22	Little Far Hay	-	9 0 18	-	9 0 18	
23	Great Far Hay	-	10 0 7	-	10 0 7	
24	Rough and Marl Pit	-	-	0 1 4	0 1 4	
25	Rough and Pits	-	-	0 1 8	0 1 8	
26	Rough and Marl Pit	-	-	0 2 31	0 2 31	
27	Kell's Acre	-	10 0 34	-	10 0 34	
28	Near Kell's Acre	-	6 0 36	-	6 0 36	
29	Far Kell's Acre	-	6 3 20	-	6 3 20	
30	Far Hen Ridding	3 3 5	-	-	3 3 5	
31	Horse Pasture	6 2 39	-	-	6 2 39	
31	Schooleys	3 1 0	-	-	3 1 0	
33	Lower Hays	-	7 3 15	-	7 3 15	
34	Higher Hays	1 2 28	-	-	1 2 28	
35	The Bogs	1 3 0	-	-	1 3 0	
36	Paddock and Moor	4 1 20	-	-	4 1 20	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	——
	SUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
37 & part of 38.	Wales and Part of Lee Brook Croft	1 2 0	- -	- -	1 2 0	
39	Part of Near Moor	1 1 0	- -	- -	1 1 0	
40, 41, 42, & 43.	Orleys, Two Gardens and Plantation added	6 1 31	- -	- -	6 1 31	
44	Brickkiln Field	7 3 19	- -	- -	7 3 19	
45	Near Moor	0 3 22	- -	- -	0 3 22	
46	Far Moor	0 3 37	- -	- -	0 3 37	
47	Rough and Pits	0 0 31	- -	- -	0 0 31	
48	Rough and Pits	0 0 12	- -	- -	0 0 12	
49	Rough	0 1 5	- -	- -	0 1 5	
50	Far Moor	1 2 6	- -	- -	1 2 6	
51	Rough	0 0 18	- -	- -	0 0 18	
Part of 52 & 53.	Part of Hays Lays and Part of Adder Shoe	3 2 0	- -	- -	3 2 0	
54	Part of Adder Shoe	2 1 19	- -	- -	2 1 19	
54*a*	Part of Adder Shoe, severed by Railway	3 2 15	- -	- -	3 2 15	
55	Cottage and Garden	0 1 1	- -	- -	0 1 1	
56	Cottage and Garden	0 0 32	- -	- -	0 0 32	
57	The Croft	2 3 35	- -	- -	2 3 35	
58	Part of New Hay	2 1 5	- -	- -	2 1 5	
59	Part of Millers Hays	7 1 23	- -	- -	7 1 23	
59*a*	Part of Millers Hays, severed by Railway	0 3 32	- -	- -	0 3 32	
60	Nearer Half Acre	1 0 29	- -	- -	1 0 29	
61	Crumper Land	1 1 29	- -	- -	1 1 29	
62	Crumper Land	2 1 10	- -	- -	2 1 10	
63	Way Side	0 3 32	- -	- -	0 3 32	
64	Holding Brook	1 3 18	- -	- -	1 3 18	
65	Big Half Acre	1 3 0	- -	- -	1 3 0	
66	Low Nook	0 1 34	- -	- -	0 1 34	
67	Barker's Meadow	4 3 4	- -	- -	4 3 4	
68	Meadow Head	3 1 17	- -	- -	3 1 17	
69	Town Meadow	- -	2 1 37	- -	2 1 37	
70	Land in Town Meadow	- -	0 0 1	- -	0 0 1	
71	Land in Town Meadow	- -	0 2 25	- -	0 2 25	
72	Land in Town Meadow	- -	0 3 33	- -	0 3 33	
73	Land in Town Meadow	- -	0 3 19	- -	0 3 19	
74	Land in Town Meadow	- -	0 1 34	- -	0 1 34	
75	Land in Town Meadow	- -	0 2 6	- -	0 2 6	
76	Land in Town Meadow	- -	0 2 9	- -	0 2 9	
77	Town Meadow Plantation	- -	- -	0 0 38	0 0 38	
80	Millers Hays (as altered)	- -	4 0 20	- -	4 0 20	
81	The Meadow (as altered)	- -	5 1 11	- -	5 1 11	
82	Part of Big Marsh	- -	14 1 39	- -	14 1 39	
82*a*	Part of Big Marsh, severed by Railway	- -	1 1 12	- -	1 1 12	
83	The Marsh	- -	4 3 11	- -	4 3 11	
83*a*	Part of the Marsh, severed by Railway	- -	1 3 32	- -	1 3 32	
84 & 85	The Marsh (as altered)	- -	8 3 11	- -	8 3 11	
86	The Marsh	- -	12 1 9	- -	12 1 9	
87	Near Marsh	- -	8 3 32	- -	8 3 32	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	——
	SUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
88	Smithy, Outbuildings, Dock, and Dockyard	- - -	2 0 14	- -	2 0 14	
89	Cottage and Garden	0 0 28	- -	- -	0 0 28	
90	Machine-house, Wharf, Yard, and Limekilns	1 1 29	- -	- -	1 1 29	
91	House, Outbuildings, Yard, and Garden	1 0 7	- -	- -	1 0 7	
92	Cottage and Outbuilding	0 0 1	- -	- -	0 0 1	
93	Cottage and Yards	0 0 8	- -	- -	0 0 8	
94	Two Cottages and Gardens	0 1 17	- -	- -	0 1 17	
95	Garden	0 0 28	- -	- -	0 0 28	
96	Part of Mill Cut	1 0 26	- -	- -	1 0 26	
97	Sutton Mills, Three Cottages, and Yard	0 1 25	- -	- -	0 1 25	
98	Moiety of the River Weaver, North of Frodsham Bridge	- -	- -	2 3 2	2 3 2	
99	Moiety of the River Weaver	- -	- -	5 0 18	5 0 18	
100	Frodsham Bridge, Public House, Outbuildings, Yards, and Gardens	0 2 0	- -	- -	0 2 0	
101	Cottage and Garden	0 0 3	- -	- -	0 0 3	
102	Cottage and Garden	0 0 6	- -	- -	0 0 6	
103	Cottage and Garden	0 0 7	- -	- -	0 0 7	
104	House, Outbuildings, Yards, and Gardens	0 1 31	- -	- -	0 1 31	
105	Marsh	- -	2 2 18	- -	2 2 18	
106	Far Marsh	- -	5 0 25	- -	5 0 25	
107	Marsh Meadow	- -	8 0 4	- -	8 0 4	
108	Marsh Meadow	- -	9 0 13	- -	9 0 13	
109	Marsh Meadow	- -	10 2 13	- -	10 2 13	
110	Marsh Meadow	- -	12 1 26	- -	12 1 26	
111	Part of Mill Cut	- -	- -	1 0 1	1 0 1	
112	Moiety of the Old Fishery and Moiety of the River Weaver	- -	- -	5 0 32	5 0 32	
113	The Meadow	- -	11 1 21	- -	11 1 21	
115	Gorsy Brow	- -	- -	1 1 24	1 1 24	
117	Mill Meadow	- -	7 0 12	- -	7 0 12	
118	Becketts Wood	- -	- -	9 2 28	9 2 28	
119	Frogland Brow	- -	11 3 36	- -	11 3 36	
120	Old Marl Field	16 2 39	- -	- -	16 2 39	
121	Calf Park	1 2 21	- -	- -	1 2 21	
122	Rough and Pit	- -	- -	0 1 17	0 1 17	
123	Frame Hay	- -	14 2 4	- -	14 2 4	
124	Mare Clough	12 0 4	- -	- -	12 0 4	
125	Barn Field	16 3 30	- -	- -	16 3 30	
126	Sutton Hall, Outbuildings, Gardens, Orchard, and Yard	2 3 39	- -	- -	2 3 39	
127	Sheep Field	5 3 0	- -	- -	5 3 0	
128	Garden	0 3 12	- -	- -	0 3 12	
129	Sutton Hall Pond	- -	- -	1 0 28	1 0 28	
130	Outlet	- -	2 1 5	- -	2 1 5	
131	The Bank	5 2 15	- -	- -	5 2 15	
132	The Bog	1 0 23	- -	- -	1 0 23	
133	Rough	- -	- -	0 1 10	0 1 10	
134	Bark Mill Brow	- -	15 2 18	- -	15 2 18	
135	Rough	- -	- -	0 1 10	0 1 10	
136	Rough	- -	- -	0 1 18	0 1 18	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.			Meadow or Pasture.			Woodlands, &c.			Totals carried out.			
	SUTTON—*continued.*	A.	R.	P.	A.	R.	P.	A.	R.	P.	A.	R.	P.	
137	Rough and Pits	-		-	-		-	0	0	26	0	0	26	
138	Mill Field Plantation	-		-	-		-	5	3	6	5	3	6	
139	Mill Field	7	2	26	-		-	-		-	7	2	26	
140	Rough	-		-	-		-	0	1	20	0	1	20	
141	Crows Nest	16	1	32	-		-	-		-	16	1	32	
142	Shaw's Brow	18	3	34	-		-	-		-	18	3	34	
143	Cottage and Garden	0	2	21	-		-	-		-	0	2	21	
144	Backside	-		-	3	3	7	-		-	3	3	7	
145	Orchard	0	2	29	-		-	-		-	0	2	29	
146	House, Outbuildings, Yard, and Garden	0	2	6	-		-	-		-	0	2	6	
147	House, Outbuildings, Yard, and Garden	0	3	15	-		-	-		-	0	3	15	
148	Backside	-		-	2	1	1	-		-	2	1	1	
149	Brown Cow Meadow	17	0	20	-		-	-		-	17	0	20	
150	Croft	-		-	0	1	37	-		-	0	1	37	
151	Cottage, Garden, and Part of Yard	0	0	35	-		-	-		-	0	0	35	
152	Cottage and Part of Yard	0	0	2	-		-	-		-	0	0	2	
153	Garden	0	0	20	-		-	-		-	0	0	20	
154	Horse Hay	-		-	19	0	16	-		-	19	0	16	
155	House, Outbuilding, Yard, and Garden	0	3	15	-		-	-		-	0	3	15	
156	Garden	0	1	15	-		-	-		-	0	1	15	
157	Two Cottages and Garden	0	0	14	-		-	-		-	0	0	14	
158	Outbuildings	0	0	4	-		-	-		-	0	0	4	
159	House, Outbuildings, Yards, Gardens, and Croft	0	3	29	-		-	-		-	0	3	29	
160	Cottage, Outbuildings, Yard, and Garden	0	0	31	-		-	-		-	0	0	31	
161	Backside	-		-	4	2	21	-		-	4	2	21	
162	Cottage and Garden	0	0	22	-		-	-		-	0	0	22	
163	Cottage and Garden	0	0	22	-		-	-		-	0	0	22	
164	Cottage, Garden, and Croft	0	0	29	-		-	-		-	0	0	29	
165	Croft	-		-	0	1	22	-		-	0	1	22	
166	Near Rodge Bushel	3	0	18	-		-	-		-	3	0	18	
167	Cottage, Smithy, and Garden	0	1	18	-		-	-		-	0	1	18	
168	Sand Pit	0	2	1	-		-	-		-	0	2	1	
169	Part of Beach Hollow	-		-	-		-	1	2	22	1	2	22	
170	Part of Lee Brook Croft	1	1	15	-		-	-		-	1	1	15	
171	The Beach	2	2	12	-		-	-		-	2	2	12	
172	Near Stamperley	3	0	30	-		-	-		-	3	0	30	
173	Far Stamperley	2	3	3	-		-	-		-	2	3	3	
174	Big Stamperley	4	3	18	-		-	-		-	4	3	18	
175	Beach Cover (as altered)	-		-	-		-	3	3	26	3	3	26	
177	Far Rodge Bushell	4	3	31	-		-	-		-	4	3	31	
Part of 178 & 179.	Part of Rough Hays (as altered)	1	2	26	-		-	-		-	1	2	26	
180	Rough Hays Meadow and Outlet	-		-	2	3	14	-		-	2	3	14	
181	Lower Loons (as altered)	-		-	3	0	11	-		-	3	0	11	
Part of 183 & Part of 199.	Clover Field (as altered)	-		-	6	3	37	-		-	6	3	37	
184	Rye Croft	-		-	7	0	6	-		-	7	0	6	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.			Meadow or Pasture.			Woodlands, &c.			Totals carried out.			—
	SUTTON—*continued.*	A.	R.	P.	A.	R.	P.	A.	R.	P.	A.	R.	P.	
185	Orchard - - -	0	2	7	-		-	-		-	0	2	7	
186	House, Outbuildings, Yards, Gardens, and Orchard -	1	0	38	-		-	-		-	1	0	38	
187	House, Outbuildings, Yards, Gardens, and Croft -	1	1	26	-		-	-		-	1	1	26	
188	Part of Backside - -	0	1	24	-		-	-		-	0	1	24	
189 & 191.	Backside and Part of Sparks -	-		-	3	3	26	-		-	3	3	26	
190	House, Outbuildings, Yards, and Gardens - -	1	3	5	-		-	-		-	1	3	5	
192	Nursery - - -	0	1	7	-		-	-		-	0	1	7	
194	Cottage, Outbuildings, Yard, and Gardens - -	0	2	1	-		-	-		-	0	2	1	
195	Backside - - -	1	2	19	-		-	-		-	1	2	19	
196	House, Outbuildings, Yards, Gardens, and Orchard -	2	0	3	-		-	-		-	2	0	3	
197	Backside - - -	-		-	2	3	38	-		-	2	3	38	
198, part of 199, & 200.	Marl Flat (as altered) -	-		-	6	1	37	-		-	6	1	37	
201	Lower Meadow - -	6	0	20	-		-	-		-	6	0	20	
202	Rough and Pit - -	-		-	-		-	0	1	12	0	1	12	
203	Rough - - -	-		-	-		-	0	1	24	0	1	24	
204	Little Hay - - -	3	0	27	-		-	-		-	3	0	27	
205	Howard's Hay - -	6	3	6	-		-	-		-	6	3	6	
206	Bean Butts - - -	3	2	15	-		-	-		-	3	2	15	
207	House, Outbuildings, Yards, Gardens, and Orchard -	1	3	12	-		-	-		-	1	3	12	
208	Fore Drift - - -	-		-	0	2	13	-		-	0	2	13	
209	Rosam Grave - - -	-		-	7	0	13	-		-	7	0	13	
210	Plantation - - -	-		-	-		-	0	0	7	0	0	7	
211	Barn Field - - -	7	0	25	-		-	-		-	7	0	25	
212	Garden Croft - -	-		-	2	1	21	-		-	2	1	21	
213	Pit Meadow - - -	3	3	38	-		-	-		-	3	3	38	
214	Rough Meadow - -	5	0	8	-		-	-		-	5	0	8	
215, 216, & part 218.	Ox Hays (as altered) -	-		-	15	0	26	-		-	15	0	26	
217	Two Marl Pits and Rough -	-		-	-		-	0	1	7	0	1	7	
Part 218, & 219.	Higher Ridding (as altered) -	-		-	8	0	15	-		-	8	0	15	
220	Higher Meadow - -	-		-	5	1	22	-		-	5	1	22	
221	Duck Lake - - -	-		-	2	1	14	-		-	2	1	14	
222 & 223.	Near Rough Ridding (as altered)	-		-	9	2	13	-		-	9	2	13	
224	Three Cottages and Gardens -	0	1	20	-		-	-		-	0	1	20	
225	Near Ridding - - -	10	0	9	-		-	-		-	10	0	9	
226	Near Sinny Pool - -	2	0	6	-		-	-		-	2	0	6	
227	Far Sinny Pool - -	2	0	35	-		-	-		-	2	0	35	
228	Garden and Part of Pit -	0	1	26	-		-	-		-	0	1	26	
229	Near Old New Hay and Pit -	0	0	39	-		-	-		-	0	0	39	
230	Near Old New Hay and Pits -	-		-	0	1	17	-		-	0	1	17	
231	Road - - -	-		-	0	0	36	-		-	0	0	36	
232	Long Old New Hay - -	-		-	1	0	8	-		-	1	0	8	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.			Meadow or Pasture.			Woodlands, &c.			Totals carried out.			—
	SUTTON—*continued.*	A.	R.	P.	A.	R.	P.	A.	R.	P.	A.	R.	P.	
233	Old Pits	-		-	1	3	13	-		-	1	3	13	
234	Far Intake	-		-	1	3	38	-		-	1	3	38	
235	Near Intake	-		-	2	1	10	-		-	2	1	10	
236	Intake	-		-	4	0	27	-		-	4	0	27	
237	House, Outbuildings, and Gardens	0	1	4	-		-	-		-	0	1	4	
238	Meeting-house Meadow	-		-	4	2	0	-		-	4	2	0	
239	Far Tan House Field	-		-	3	1	19	-		-	3	1	19	
240	Tan House Meadow	2	2	19	-		-	-		-	2	2	19	
241, 242, 243, & 244.	Near Intake, with Plantation, Pits, and Garden (as altered)	-		-	4	3	4	-		-	4	3	4	
245	Near Tan House Field	-		-	2	3	1	-		-	2	3	1	
246	Far Croft	-		-	0	2	3	-		-	0	2	3	
247	Deep Lake	-		-	4	2	28	-		-	4	2	28	
248	Intake	4	3	9	-		-	-		-	4	3	9	
249	Near Croft	-		-	0	1	38	-		-	0	1	38	
250	Cottage, Outbuildings, and Garden	0	1	0	-		-	-		-	0	1	0	
251	Cottage and Garden	0	1	37	-		-	-		-	0	1	37	
252	Cottage, Outbuildings, Yard, and Garden	0	1	22	-		-	-		-	0	1	22	
253	Backside Meadow	3	2	39	-		-	-		-	3	2	39	
254	Cottage and Garden	0	0	34	-		-	-		-	0	0	34	
255	Garden	0	0	37	-		-	-		-	0	0	37	
256	Orchard Field	1	0	15	-		-	-		-	1	0	15	
257	Three Cottages, Outbuildings, Yards, Gardens, and Orchards	0	3	30	-		-	-		-	0	3	30	
258	Backside	2	2	33	-		-	-		-	2	2	33	
259	Three Cottages and Gardens	0	1	10	-		-	-		-	0	1	10	
260	Shepherd's Croft	0	2	15	-		-	-		-	0	2	15	
261	Far Backside	0	3	38	-		-	-		-	0	3	38	
262	Near Backside	0	2	20	-		-	-		-	0	2	20	
263	Outbuildings and Yard	0	0	13	-		-	-		-	0	0	13	
264	Cottage and Garden	0	0	8	-		-	-		-	0	0	8	
265	Cottage, Outbuildings, Yard, and Gardens	0	0	36	-		-	-		-	0	0	36	
266	Cottage, Yard, and Garden	0	0	10	-		-	-		-	0	0	10	
267	Cottage and Garden	0	0	35	-		-	-		-	0	0	35	
268	Backside	-		-	3	3	4	-		-	3	3	4	
269	The Meadow	3	2	21	-		-	-		-	3	2	21	
270	The Meadow	1	3	4	-		-	-		-	1	3	4	
271	Backside	5	0	29	-		-	-		-	5	0	29	
272	Near Sutton Field	5	3	12	-		-	-		-	5	3	12	
273, 274, 275	Wingery Field	4	0	16	-		-	-		-	4	0	16	
276	Sparks	1	2	37	-		-	-		-	1	2	37	
277	Wingery Field	3	2	23	-		-	-		-	3	2	23	
278	Sparks	5	1	17	-		-	-		-	5	1	17	
279	Buck Croft	9	3	33	-		-	-		-	9	3	33	
280	Pit Meadow	3	3	35	-		-	-		-	3	3	35	
281	Mare Clough	8	0	31	-		-	-		-	8	0	31	
282	Sand Field	9	3	15	-		-	-		-	9	3	15	
283	Stones	-		-	11	2	1	-		-	11	2	1	
284	Big Field	10	1	22	-		-	-		-	10	1	22	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.			Meadow or Pasture.			Woodlands, &c.			Totals carried out.			——
	SUTTON—*continued.*	A.	R.	P.	A.	R.	P.	A.	R.	P.	A.	R.	P.	
285	Sutton Meadow	-		-	2	1	0	-		-	2	1	0	
286	Long Cooks Hay	-		-	4	0	3	-		-	4	0	3	
287	Near Cooks Hay	-		-	5	0	12	-		-	5	0	12	
288	Far Cooks Hay	-		-	5	1	20	-		-	5	1	20	
289	Outlet	-		-	2	1	0	-		-	2	1	0	
290	Poplar Plantation	-		-	1	2	28	-		-	1	1	28	
291	Deep Lake	2	0	21	-		-	-		-	2	0	21	
292	Deep Lake	-		-	3	0	22	-		-	3	0	22	
293	Middle Field	-		-	3	3	10	-		-	3	3	10	
294	Deep Lake	1	3	2	-		-	-		-	1	3	2	
295	Deep Lake	-		-	1	2	39	-		-	1	2	39	
296	Deep Lake	-		-	1	0	6	-		-	1	0	6	
297	Crab Tree Intake	-		-	4	1	16	-		-	4	1	16	
298	Orchard Field	-		-	4	2	12	-		-	4	2	12	
299	House, Outbuildings, Yards, Gardens, and Pond	2	1	3	-		-	-		-	2	1	3	
300	Barn Field	-		-	6	0	12	-		-	6	0	12	
301	Intake	-		-	6	2	26	-		-	6	2	26	
302	Brick-kiln Field	-		-	1	2	35	-		-	1	2	35	
303	Brick-kiln Field	-		-	1	2	16	-		-	1	2	16	
304	Brick-kiln Field	-		-	1	2	37	-		-	1	2	37	
305	Far Intake	-		-	6	3	8	-		-	6	3	8	
306	Part of Old Brick Yard	-		-	0	1	35	-		-	0	1	35	
307	Little Intake	-		-	0	0	21	-		-	0	0	21	
308	Near Intake	-		-	1	0	21	-		-	1	0	21	
309	Far Intake	-		-	4	0	39	-		-	4	0	39	
310	Little Ton House Field	-		-	1	2	3	-		-	1	2	3	
311	Old New Hay	-		-	1	3	8	-		-	1	3	8	
312	Big Old New Hay	-		-	4	1	37	-		-	4	1	37	
313	Near Old New Hay	2	1	38	-		-	-		-	2	1	38	
314	Near Old New Hay	1	2	31	-		-	-		-	1	2	31	
315	Cottage and Garden	0	1	12	-		-	-		-	0	1	12	
316	Further Rough Ridding (as altered)	-		-	3	1	31	-		-	3	1	31	
316*a*	Two Cottages, Outbuilding, and Garden	0	1	24	-		-	-		-	0	1	24	
316*b*	Cottage and Garden	0	0	24	-		-	-		-	0	0	24	
317, 318, & 319.	Further Rough Ridding (as altered)	-		-	9	0	1	-		-	9	0	1	
320	Ridding Garden and Pit	-		-	-		-	0	0	17	0	0	17	
321	Stockham Lane Cover	-		-	-		-	3	0	12	3	0	12	
322	Big Gorsy Field	-		-	9	2	6	-		-	9	2	6	
323	Waste Land in Stockham Lane	0	0	26	-		-	-		-	0	0	26	
324	Little Far Old New Hay	2	0	33	-		-	-		-	2	0	33	
325	Old New Hay	1	1	16	-		-	-		-	1	1	16	
326	Far Old New Hay	1	3	8	-		-	-		-	1	3	8	
327	Stockham Heath	1	3	21	-		-	-		-	1	3	21	
328	Big Far Old New Hay	-		-	4	3	27	-		-	4	3	27	
329	Intake	4	2	19	-		-	-		-	4	2	19	
330	Stockham Heath	1	1	25	-		-	-		-	1	1	25	
331	Cottage, Outbuildings, and Garden	0	0	38	-		-	-		-	0	0	38	
332	Intake	-		-	4	1	16	-		-	4	1	16	
333	Road	-		-	0	0	35	-		-	0	0	35	
334	Intake	4	0	28	-		-	-		-	4	0	28	
335	Intake	4	2	16	-		-	-		-	4	2	16	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART II.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	SUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
336	Little Intake - - -	- -	0 2 20	- -	0 2 20	
337	Intake - - -	- -	1 2 38	- -	1 2 38	
338	Intake - - -	- -	2 0 12	- -	2 0 12	
339 & 340.	Intake, Rough, and Pits -	- -	4 1 20	- -	4 1 20	
341	Intake - - -	4 1 13	- -	- -	4 1 13	
342	Rough and Pits - -	0 0 34	- -	- -	0 0 34	
343	Further Intake - -	4 1 26	- -	- -	4 1 26	Total in Sutton 1119A. 1R. 11P.
344	Part of Mottershaw Wood -	- -	- -	19 0 24	19 0 24	

Henry Linaker.

PART III.

	DUTTON.					
1	Croft - - -	0 1 10	- -	- -	0 1 10	
2	Garden - - -	0 1 19	- -	- -	0 1 19	
3	Part of Further Runjoe -	0 0 32	- -	- -	0 0 32	
4	Garden - - -	0 1 24	- -	- -	0 1 24	
5	Croft - - -	0 1 8	- -	- -	0 1 8	
6	Cottage and Garden - -	0 0 9	- -	- -	0 0 9	
7	Cottage - - -	0 0 3	- -	- -	0 0 3	
9*a*	Garden - - -	0 0 21	- -	- -	0 0 21	
11	Nearer and Farther Runjoe -	- -	6 2 15	- -	6 2 15	
12	Near Wade Green - -	- -	2 2 2	- -	2 2 2	
13	Cottage and Garden - -	0 1 1	- -	- -	0 1 1	
14	Cottage and Backyard -	0 0 3	- -	- -	0 0 3	
15	Cottage and Garden - -	0 0 14	- -	- -	0 0 14	
16	Two Cottages, Smithy, and Outbuildings - -	0 0 8	- -	- -	0 0 8	
17	Near Runjoes (East) - -	0 2 10	- -	- -	0 2 10	
18	Part of Long Croft - -	0 0 9	- -	- -	0 0 9	
19	Croft - - -	0 2 17	- -	- -	0 2 17	
20	Wade Green - -	4 0 16	- -	- -	4 0 16	
21	Croft - - -	0 0 20	- -	- -	0 0 20	
26	Croft - - -	- -	0 1 36	- -	0 1 36	
27	Little Wade Green - -	- -	4 2 24	- -	4 2 24	
28	Great Wade Green and Rough	- -	9 1 21	- -	9 1 21	
36	Cottage and Garden - -	0 1 10	- -	- -	0 1 10	
37	Wade Green Meadow -	- -	4 3 5	- -	4 3 5	
38	Further Clough Field -	- -	5 3 33	- -	5 3 33	
39	Great Clover Field - -	- -	4 2 21	- -	4 2 21	
40	Nearer and Further French's Meadow - - -	- -	4 2 27	- -	4 2 27	
41	Nook Field - -	3 1 24	- -	- -	3 1 24	
42	Croft - - -	- -	0 0 37	- -	0 0 37	
43	Inclosure - - -	- -	0 1 28	- -	0 1 28	
44	Barn Field - - -	- -	7 3 19	- -	7 3 19	
45	Croft - - -	- -	1 1 8	- -	1 1 8	
46	Cottage, Outbuildings, and Garden - - -	0 1 1	- -	- -	0 1 1	
47	Inclosure in Crewe Lane -	0 0 13	- -	- -	0 0 13	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
48	Cottage and Garden	0 0 25	- -	- -	0 0 25
49	Inclosure	0 0 22	- -	- -	0 0 22
50	Moss Field	- -	8 1 6	- -	8 1 6
51	Moss Meadow	- -	2 2 1	- -	2 2 1
52	House, Outbuildings, Yard, Garden, and Orchard	0 2 36	- -	- -	0 2 36
53	House Field	- -	2 2 0	- -	2 2 0
54	Acres	- -	3 1 0	- -	3 1 0
55	Inclosure	- -	0 0 20	- -	0 0 20
56	Great Hand Croft	- -	6 0 23	- -	6 0 23
57	Cottage and Garden	0 0 7	- -	- -	0 0 7
58	Cottage and Garden	0 0 38	- -	- -	0 0 38
59	Well Croft	- -	2 0 21	- -	2 0 21
60	Little Hand Croft	- -	3 0 39	- -	3 0 39
61	Marl Hay	- -	3 0 5	- -	3 0 5
62	Long Short	- -	2 1 35	- -	2 1 35
63	Little Moor and Great Moor	7 1 34	- -	- -	7 1 34
64	Gorsty Hay	- -	6 2 25	- -	6 2 25
65	Brook Meadow	- -	5 1 21	- -	5 1 21
66	Inclosure	- -	0 0 12	- -	0 0 12
67	Wallet	- -	0 3 12	- -	0 3 12
68	Great Brook Hay	- -	8 0 6	- -	8 0 6
69	Inclosure	0 0 31	- -	- -	0 0 31
70	Inclosure	0 0 26	- -	- -	0 0 26
71	Inclosure	0 0 17	- -	- -	0 0 17
72	Orchard	0 1 5	- -	- -	0 1 5
73	Rushy Croft	2 3 29	- -	- -	2 3 29
74	Cow Hay	- -	4 0 34	- -	4 0 34
75	Orchard	0 1 9	- -	- -	0 1 9
76	Little Brook Hay	2 1 38	- -	- -	2 1 38
77	Thistly Field and Milky Brow Hay	- -	7 2 18	- -	7 2 18
78	Cottage and Garden	0 0 39	- -	- -	0 0 39
79	Cottage and Garden	0 0 34	- -	- -	0 0 34
80	Inclosure	0 0 36	- -	- -	0 0 36
81	First Field	- -	5 1 31	- -	5 1 31
82	Garden	0 2 2	- -	- -	0 2 2
83	Cottage, Outbuildings, and Garden	0 0 25	- -	- -	0 0 25
84	Higher Ousters Hay	1 1 2	- -	- -	1 1 2
85	Further Ousters Hay	1 0 29	- -	- -	1 0 29
86	Further Ousters Hay	1 1 20	- -	- -	1 1 20
87	Lower Ousters Hay	1 2 21	- -	- -	1 2 21
88	Meadow	1 2 16	- -	- -	1 2 16
89	Intake above Garden	0 2 17	- -	- -	0 2 17
90	Garden	0 1 36	- -	- -	0 1 36
91	House, Outbuildings, Yards, and Gardens	0 3 30	- -	- -	0 3 30
92	Barn Meadow	10 3 14	- -	- -	10 3 14
93	Clover Field	- -	3 1 33	- -	3 1 33
94	Outlet	- -	1 2 37	- -	1 2 37
95	Hand Ridding	6 0 13	- -	- -	6 0 13
96	House Field	6 0 28	- -	- -	6 0 28
97	Croft	0 2 19	- -	- -	0 2 19
98	Garden	0 0 20	- -	- -	0 0 20
99	Garden	0 1 18	- -	- -	0 1 18

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	——
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
100	Three Cottages, Barn, and Road - - -	0 0 4	- - -	- - -	0 0 4	
101	Garden - - -	0 1 8	- - -	- - -	0 1 8	
102	House Meadow - -	3 3 18	- - -	- - -	3 3 18	
103	Barn Field - -	- - -	4 0 13	- - -	4 0 13	
104	Great Rough Hay - -	7 1 35	- - -	- - -	7 1 35	
105	House Meadow - -	- - -	4 2 34	- - -	4 2 34	
106	Gorsty Hay - -	- - -	5 1 14	- - -	5 1 14	
107	Intake - - -	2 2 11	- - -	- - -	2 2 11	
108	Garden - - -	0 0 31	- - -	- - -	0 0 31	
109	Near Lightwood - -	5 3 27	- - -	- - -	5 3 27	
110	Further Lightwood - -	- - -	8 0 30	- - -	8 0 30	
111	Inclosure - - -	0 0 13	- - -	- - -	0 0 13	
112	Further Lightwood - -	- - -	13 0 17	- - -	13 0 17	
113	Further Shaft Field - -	- - -	8 0 29	- - -	8 0 29	
114	Inclosure - - -	0 0 22	- - -	- - -	0 0 22	
115	Inclosure - - -	0 0 29	- - -	- - -	0 0 29	
116	Inclosure - - -	0 1 3	- - -	- - -	0 1 3	
117	Nearer Shaft Field - -	- - -	7 2 31	- - -	7 2 31	
118	Marl Field - - -	- - -	5 3 8	- - -	5 3 8	
119	Sharps Field - -	6 0 10	- - -	- - -	6 0 10	
120	Black Acre Meadow - -	- - -	3 1 6	- - -	3 1 6	
121	Black Acre - - -	5 3 29	- - -	- - -	5 3 29	
122	Half Acre - - -	- - -	1 1 34	- - -	1 1 34	
123	House, Piggeries, Garden, and Orchard - - -	0 3 22	- - -	- - -	0 3 22	
124	Outbuildings and Stackyard -	0 1 28	- - -	- - -	0 1 28	
125	Three Quarters - -	- - -	2 3 28	- - -	2 3 28	
126	Chapel Field - -	- - -	2 2 30	- - -	2 2 30	
127	Little Clover Field - -	3 1 7	- - -	- - -	3 1 7	
128 & 129.	Nearer Clough Field -	- - -	5 3 7	- - -	5 3 7	
130	Birches Croft - -	- - -	4 0 14	- - -	4 0 14	
131	Tan House Meadow - -	- - -	5 3 37	- - -	5 3 37	
132	Stones Field - - -	- - -	5 2 25	- - -	5 2 25	
133	Lower Wood Heys - -	- - -	3 2 39	- - -	3 2 39	
134	Higher Wood Heys - -	3 2 31	- - -	- - -	3 2 31	
135	Croft - - -	- - -	0 1 13	- - -	0 1 13	
136	Croft - - -	- - -	0 1 13	- - -	0 1 13	
137	Further Kitling Field -	- - -	8 1 7	- - -	8 1 7	
138	Nearer Kitling Field - -	- - -	6 0 34	- - -	6 0 34	
139	Cottage and Garden - -	0 0 38	- - -	- - -	0 0 38	
140	Croft - - -	0 0 13	- - -	- - -	0 0 13	
141	Calvers Croft - -	- - -	2 2 38	- - -	2 2 38	
142	Pattens Croft and Meadow -	- - -	0 3 12	- - -	0 3 12	
143	Backside - - -	- - -	2 2 7	- - -	2 2 7	
144	Three Cottages and Gardens -	0 1 11	- - -	- - -	0 1 11	
145	Barn Field and Tan House Slack - - - -	3 1 37	- - -	- - -	3 1 37	
146	Lower Marl Field - -	- - -	5 3 0	- - -	5 3 0	
147	Black Acre - - -	3 3 11	- - -	- - -	3 3 11	
148	Lightwood - - -	- - -	2 1 37	- - -	2 1 37	
149	Main Hey - - -	- - -	17 0 9	- - -	17 0 9	
150	Stoney Croft - - -	5 3 24	- - -	- - -	5 3 24	
151	Great Clover Field - -	- - -	5 1 28	- - -	5 1 28	
152	Great Lightwood - -	- - -	15 0 15	- - -	15 0 15	
153	Stubble Lightwood - -	- - -	6 3 35	- - -	6 3 35	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
154	Stubble Lightwood	- - -	6 1 16	- -	6 1 16	
155	Inclosure	0 0 21	- -	- -	0 0 21	
156	Great Broxes	5 2 4	- -	- -	5 2 4	
157	Little Broxes	5 1 20	- -	- -	5 1 20	
158	Further Blake Flat	- -	5 0 0	- -	5 0 0	
159	Marl Croft	- -	3 2 29	- -	3 2 29	
160	Little Blakeley	- -	3 3 16	- -	3 3 16	
161	Broad Field	- -	4 1 29	- -	4 1 29	
162	Weir Field and Brook Hey	- -	6 3 32	- -	6 3 32	
163	Tanyard and Brook Heys	9 2 37	- -	- -	9 2 37	
164	Tanyard Lane	0 1 16	- -	- -	0 1 16	
165	Meadow	8 0 38	- -	- -	8 0 38	
166	House, Outbuildings, Yards, and Gardens	2 0 26	- -	- -	2 0 26	
167, 168, & 169.	Thistly Lightwood and Half Acre.	- -	14 2 27	- -	14 2 27	
170 & 171.	Half Acre and Near Barn Field	- -	5 2 29	- -	5 2 29	
172	Farther Barn Field	- -	4 0 29	- -	4 0 29	
173	East Part of Thistly Lightwood	9 3 16	- -	- -	9 3 16	
174	Dirty Lightwood	- -	7 1 23	- -	7 1 23	
175	Rushy Croft	- -	4 3 5	- -	4 3 5	
176	Ox Pasture	10 2 20	- -	- -	10 2 20	
177	Lightwoods Meadow	- -	6 3 15	- -	6 3 15	
178	Ashton's Croft and Lane	- -	3 3 22	- -	3 3 22	
179	New Hay	5 0 4	- -	- -	5 0 4	
180	Meg Flat	- -	4 2 1	- -	4 2 1	
181	Meg Flat	- -	4 0 32	- -	4 0 32	
182	Sowder's Acre	- -	3 2 21	- -	3 2 21	
183	Little Clover Field	3 0 24	- -	- -	3 0 24	
184	Part of Old Meadow	- -	1 2 29	- -	1 2 29	
185	Part of Old Meadow	- -	2 1 17	- -	2 1 17	
186	Old Yard and Pig Meadow	- -	3 2 2	- -	3 2 2	
187	Croft	- -	0 2 17	- -	0 2 17	
188	House, Outbuildings, Yard, and Gardens	0 2 29	- -	- -	0 2 29	
189	Hemp Yard	0 3 5	- -	- -	0 3 5	
190	Knowl	- -	4 0 27	- -	4 0 27	
191	Barn Field	- -	5 0 18	- -	5 0 18	
192	Town Field (Lower Part)	- -	1 0 0	- -	1 0 0	
193	Town Field (Upper Part)	- -	1 1 8	- -	1 1 8	
194	Town Field	- -	1 3 23	- -	1 3 23	
195	Town Field	- -	1 2 15	- -	1 2 15	
196	Butty Two Loont	- -	1 1 37	- -	1 1 37	
197	Further Town Field	- -	4 0 1	- -	4 0 1	
198	Well Croft (Higher Part)	- -	2 2 10	- -	2 2 10	
199	Well Croft (Lower Part)	- -	4 0 18	- -	4 0 18	
200	Barn Field	5 1 1	- -	- -	5 1 1	
201	House, Outbuildings, Yards, and Gardens	1 0 34	- -	- -	1 0 34	
202	Avenue	0 0 16	- -	- -	0 0 16	
203	Kiln Field	9 0 25	- -	- -	9 0 25	
204	Near Town Field	2 3 15	- -	- -	2 3 15	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	——
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
205	Barn Field	- -	3 0 7	- -	3 0 7	
206	House, Outbuildings, Yard, and Garden	0 1 34	- -	- -	0 1 34	
207	Little Bottoms	0 1 7	- -	- -	0 1 7	
208	Great Bottoms	1 3 36	- -	- -	1 3 36	
209	Hill Field Orchard	- -	0 1 9	- -	0 1 9	
210	Hill Field	5 2 38	- -	- -	5 2 38	
211	Bottoms	- -	1 3 29	- -	1 3 29	
212	Nearer Wood Heys	- -	6 0 35	- -	6 0 35	
213	Further Wood Heys	- -	6 3 30	- -	6 3 30	
214	Brindley's Wood (Part of)	- -	- -	8 3 5	8 3 5	
215	Brindley's Wood (Part of)	- -	- -	17 0 2	17 0 2	
216	Brindley's Wood (Part of)	- -	- -	4 2 3	4 2 3	
217	Sand Field	14 3 1	- -	- -	14 3 1	
218	Garden	0 2 18	- -	- -	0 2 18	
219	Great Childermas Hill and Public Bridleway	- -	23 1 1	- -	23 1 1	
220	Entry Close	- -	7 2 21	- -	7 2 21	
221	Spots Meadow	- -	9 0 10	- -	9 0 10	
222	Occupation Road and Public Bridleway	0 2 21	- -	- -	0 2 21	
223	Little Childermas Hill (Lower Part)	- -	1 2 18	- -	1 2 18	
224	Little Childermas Hill (Higher Part)	5 0 39	- -	- -	5 0 39	
225	Childermas Hill Wood	- -	- -	2 2 3	2 2 3	
226	Higher Coppice	- -	12 1 14	- -	12 1 14	
227	Horse Pasture (higher Part)	- -	11 3 21	- -	11 3 21	
228	Rye Grass Wood (higher Part)	- -	- -	3 3 1	3 3 1	
229	Rye Grass (higher Part)	7 2 27	- -	- -	7 2 27	
230	Plantation	- -	- -	1 0 2	1 0 2	
231	Rye Grass Hollow Plantation	- -	- -	3 1 13	3 1 13	
233	Plantation	- -	- -	0 2 2	0 2 2	
234	Rye Grass (lower Part)	- -	3 2 26	- -	3 2 26	
235	Rye Grass Wood (lower Part)	- -	- -	3 3 36	3 3 36	
236	Horse Pasture (lower Part)	- -	3 2 25	- -	3 2 25	
237	Part of Childermas Hill	- -	1 3 18	- -	1 3 18	
238	Rails	- -	12 0 29	- -	12 0 29	
239, 240	Bottoms Plantation	- -	- -	2 3 0	2 3 0	
241	Pingot, adjoining Bottoms Plantation	0 0 24	- -	- -	0 0 24	
242	Canal, Towing-paths, Banks, Slopes, and Cottage and Garden at Tunnel Mouth	- -	- -	14 2 1	14 2 1	
243	Paddocks or Bottoms	5 0 2	- -	- -	5 0 2	
244	Waste	- -	- -	0 0 12	0 0 12	
245	Waste	- -	- -	0 0 14	0 0 14	
246	Cottage, Outbuilding, and Gardens	0 0 21	- -	- -	0 0 21	
247	Cottage and Garden	0 0 22	- -	- -	0 0 22	
248	Cottage and Garden	0 0 29	- -	- -	0 0 29	
249	Croft	0 1 26	- -	- -	0 1 26	
250	Sawpit Garden	- -	0 1 17	- -	0 1 17	
251	Fold and Avenue	- -	1 2 3	- -	1 2 3	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
252	House, Out-offices, and Garden	0 3 34	- - -	- - -	0 3 34	
253	Part of Bridleway and Occupation Road	- - -	- - -	0 1 7	0 1 7	
254	Rough Crow	- - -	1 1 33	- - -	1 1 33	
255	Outbuildings, Fold, and Occupation Road	1 1 23	- - -	- - -	1 1 23	
256	Occupation Road	- - -	- - -	0 1 10	0 1 10	
257	Intack, or Barn Meadow	- - -	2 0 28	- - -	2 0 28	
258	Intack	- - -	6 1 26	- - -	6 1 26	
259 & 260.	Lodge, Pool, &c.	- - -	- - -	2 2 8	2 2 8	
261	Outlet	- - -	5 0 13	- - -	5 0 13	
262	Orchard	- - -	0 2 0	- - -	0 2 0	
263	Croft	- - -	0 2 0	- - -	0 2 0	
264	Newbrook Meadow Wood	- - -	- - -	5 0 5	5 0 5	
265	Newbrook Meadow	- - -	11 1 2	- - -	11 1 2	
266	Slope at Bottom of ditto	- - -	0 3 26	- - -	0 3 26	
267	Poolsey Meadow Plantation	- - -	- - -	2 3 11	2 3 11	
268	Brickman's Croft	- - -	1 3 28	- - -	1 3 28	
269	Linney and Moor	- - -	5 3 33	- - -	5 3 33	
270	Garden	0 0 37	- - -	- - -	0 0 37	
271	Smithy Croft	0 2 32	- - -	- - -	0 2 32	
272	Garden	0 1 14	- - -	- - -	0 1 14	
273	House, Outbuildings, and Garden	0 1 38	- - -	- - -	0 1 38	
274	Hemp Yard	1 0 11	- - -	- - -	1 0 11	
275	Nix Hey	- - -	2 3 31	- - -	2 3 31	
276	Plantation	- - -	- - -	0 2 20	0 2 20	
277	Sand Hole Field	6 1 14	- - -	- - -	6 1 14	
278	Well Field	2 2 6	- - -	- - -	2 2 6	
279	Keeper's Cottage and Garden	0 1 25	- - -	- - -	0 1 25	
280	Dingle Plantation	- - -	- - -	3 0 18	3 0 18	
281	Dingle Plantation	- - -	- - -	1 0 10	1 0 10	
282	Occupation Road	- - -	- - -	0 3 36	0 3 36	
283	New Hey, Pickow, and Clough	- - -	2 3 35	- - -	2 3 35	
284	Big Glade Field (upper Part)	- - -	3 2 27	- - -	3 2 27	
285	Big Glade Field (lower Part)	- - -	5 2 10	- - -	5 2 10	
286	Hemp Field	- - -	5 0 19	- - -	5 0 19	
287	Gorsty Field	- - -	5 0 3	- - -	5 0 3	
288	Dingle Plantation	- - -	- - -	4 1 39	4 1 39	
289	Nearer Great Mainstones	- - -	9 0 27	- - -	9 0 27	
290	Five Acres	- - -	15 0 23	- - -	15 0 23	
291	Plantation	- - -	- - -	0 3 14	0 3 14	
292	Further Great Mainstones (N.W. Part)	- - -	8 1 5	- - -	8 1 5	
293	Further Great Mainstones (N.E. Part)	6 3 25	- - -	- - -	6 3 25	
294	Seven Acres	- - -	14 0 10	- - -	14 0 10	
295	Eight Acres	17 3 0	- - -	- - -	17 3 0	
296	Plantation	- - -	- - -	0 3 38	0 3 38	
297	Mushroom Field	- - -	3 1 18	- - -	3 1 18	
298	Three Acres	- - -	8 2 26	- - -	8 2 26	
299	Four Acres	- - -	10 1 36	- - -	10 1 36	
300	Ox Hey	12 3 8	- - -	- - -	12 3 8	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	——
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
301	Long Shoot	-	4 1 18	-	4 1 18	
302	Old Mart Field	-	12 2 7	-	12 2 7	
303	Black Croft	-	7 1 17	-	7 1 17	
304	Deans Bog	-	0 0 38	-	0 0 38	
305	Parlour Croft	-	6 2 20	-	6 2 20	
306	Pool Field	-	4 2 30	-	4 2 30	
307	Marsh Meadow	-	6 1 1	-	6 1 1	
308	House, Outbuildings, Pool, Orchards, and Gardens	2 2 21	-	-	2 2 21	
309	Orchard Croft	0 2 11	-	-	0 2 11	
310	Stable Meadow	-	11 2 22	-	11 2 22	
311	Intack	-	3 1 5	-	3 1 5	
312	Little Sandiway	-	4 0 4	-	4 0 4	
313	Great Sandiway	-	15 0 15	-	15 0 15	
314	Pigs Orchard	2 2 0	-	-	2 2 0	
315	Further Sandiway	8 0 38	-	-	8 0 38	
316	Inclosure adjoining	0 0 28	-	-	0 0 28	
317	Marsh Shaws	-	8 2 32	-	8 2 32	
318 & 319.	Further Shaws and Ox Pasture Lane	7 3 4	-	-	7 3 4	
320	Hill Field	-	8 3 31	-	8 3 31	
321	Horse Pasture	-	23 1 4	-	23 1 4	
322	Seven Acre Plantation	-	-	4 0 19	4 0 19	
323	Further Little Mainstones	-	9 2 29	-	9 2 29	
324	Great Ox Pasture	20 1 0	-	-	20 1 0	
325	Lower Ox Pasture	-	16 2 25	-	16 2 25	
326	Larger Higher Clays	-	16 2 30	-	16 2 30	
327	Lesser Higher Clays	-	14 2 14	-	14 2 14	
328	Nearer Little Mainstones	-	7 3 28	-	7 3 28	
329	Higher Parson's Croft (higher Part)	6 2 8	-	-	6 2 8	
330	Higher Parson's Croft (lower Part)	6 2 22	-	-	6 2 22	
331	Avenue adjoining	0 2 11	-	-	0 2 11	
332	Lower Clays	20 3 8	-	-	20 3 8	
333	Clays Croft and Marl Pit	-	19 0 27	-	19 0 27	
334	Outlet and Remains of Plantation	4 0 25	-	-	4 0 25	
335	Lower Parson's Croft (South Part)	4 3 10	-	-	4 3 10	
336	Lower Parson's Croft (North Part)	8 1 31	-	-	8 1 31	
337	House, Outbuildings, Yards, and Garden	1 1 34	-	-	1 1 34	
338	Hall Field	-	6 1 30	-	6 1 30	
339	Little Coppice	-	10 1 20	-	10 1 20	
340	Gorsty Brow Wood	-	-	5 3 9	5 3 9	
341	Hill Field	3 0 37	-	-	3 0 37	
342	Lock Meadow	-	7 0 24	-	7 0 24	
343	Poolsey Meadow (East Part)	-	1 2 14	-	1 2 14	
344	Poolsey Meadow (West Part)	-	2 1 4	-	2 1 4	
345	Occupation Road	-	-	1 0 20	1 0 20	
346	Poolsey Meadow Plantation	-	-	2 3 11	2 3 11	
347	Pool Croft	-	2 3 23	-	2 3 23	
348	Pool Field	5 1 35	-	-	5 1 35	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
349	Avenue - - -	- -	- -	0 1 30	0 1 30	
350	House, Outbuildings, Folds, and Gardens - -	2 0 18	- -	- -	2 0 18	
351	Garden - - - - -	0 1 21	- -	- -	0 1 21	
352	Little Deer Barn Field (lower Part) - - - -	1 3 15	- -	- -	1 3 15	
353 & 354.	Little Marl Field and Park Brow Field (lower Part) -	- -	20 0 26	- -	20 0 26	
355	Great Marl Field - -	- -	18 3 31	- -	18 3 31	
356	Squirrel Field - - -	- -	16 0 29	- -	16 0 29	
357	Oller Carr - - - -	- -	15 3 1	- -	15 3 1	
358 & 359.	Middle Park Field and Park Barn Field (higher Part) -	20 0 14	- -	- -	20 0 14	
360 & 361.	Little Deer Barn Field (higher (Part) - - - -	5 2 6	- -	- -	5 2 6	
362	Little Mossy Field - -	4 2 8	- -	- -	4 2 8	
363	Little Seven Acre - -	- -	6 1 28	- -	6 1 28	
364	Great Seven Acre - -	- -	9 0 29	- -	9 0 29	
365	Great Mossy Field - -	5 3 26	- -	- -	5 3 26	
366	Middle Deer Park Barn Field (higher Part) - -	4 2 2	- -	- -	4 2 2	
367	Middle Deer Park Barn Field (lower Part) - - -	2 3 6	- -	- -	2 3 6	
368	Deer Barn Field - -	- -	12 1 15	- -	12 1 15	
369	Course - - - -	- -	4 3 17	- -	4 3 17	
370	Park Brow Plantation - -	- -	- -	7 3 34	7 3 34	
371	Near Park Field (lower Part)-	- -	7 3 26	- -	7 3 26	
372	West Part of Weir Meadow -	- -	3 1 0	- -	3 1 0	
373	Further Park Field and Five Acre - - -	- -	12 2 26	- -	12 2 26	
374	Nearer Park Field (higher Part) - - - -	- -	1 3 15	- -	1 3 15	
374*a*	Avenue - - - -	- -	- -	1 1 38	1 1 38	
375	Withins - - - - -	- -	9 3 11	- -	9 3 11	
376	Further Park Wood - -	- -	- -	3 2 24	3 2 24	
377	Paradise Hill - - - -	- -	8 1 13	- -	8 1 13	
377*a*	The Brows - - - -	- -	10 1 8	- -	10 1 8	
380	Cottage, Outbuildings, and Garden - - -	1 1 11	- -	- -	1 1 11	
380	Paradise Meadow and Part of Riding Ford - -	- -	7 2 6	- -	7 2 6	
380*a*	Part of the Brows - -	- -	1 0 37	- -	1 0 37	
381	West Part of the Bight -	- -	3 0 13	- -	3 0 13	
382	Part of Park Brow Plantation	- -	- -	1 3 1	1 3 1	
384	Riding Ford - - -	- -	9 3 16	- -	9 3 16	
385	East Part of the Bight -	- -	17 2 26	- -	17 2 26	
386 & 387.	Weir Meadow - -	- -	13 2 0	- -	13 2 0	
388	Dutton Meadow - - -	- -	23 2 4	- -	23 2 4	
389	Pasture Meadow - -	- -	23 1 33	- -	23 1 33	
390	Dones Moor Rough - -	- -	- -	1 0 3	1 0 3	
391	Lower Dones Moor - -	25 0 18	- -	- -	25 0 18	
392	Bogs - - - - -	- -	8 1 1	- -	8 1 1	
393	Calf Croft - - - -	1 0 29	-	- -	1 0 29	
394	Pitstead Garden - -	0 2 17	-	- -	0 2 17	
395	Calf Croft - - -	1 1 22	-	- -	1 1 22	
396	New Orchard - - -	0 2 20	-	- -	0 2 20	

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.
397	House, Out-offices, and Garden - - -	2 0 0	- -	- -	2 0 0
398	Outbuildings and Outlet -	- -	8 0 2	- -	8 0 2
399	Stackyard - - -	0 0 30	- -	- -	0 0 30
400	Higher Orchard - -	0 1 14	- -	- -	0 1 14
401	Great Coppice - - -	5 1 12	- -	- -	5 1 12
402	Occupation Road and Public Bridleway - - -	- -	- -	1 0 28	1 0 28
403	Higher Dones Moor - -	- -	9 3 18	- -	9 3 18
404	Four Acre and Five Acre -	22 2 6	- -	- -	22 2 6
405	Plantation - - -	- -	- -	0 2 28	0 2 28
406	Dutton Dean Plantation -	- -	- -	4 3 34	4 3 34
407	East Field - - -	- -	32 2 36	- -	32 2 36
408 & 409.	Part of Further Marl Field -	5 0 2	- -	- -	5 0 2
410	Part of Nearer Marl Field -	1 0 28	- -	- -	1 0 28
411	Part of Meadow before Door -	- -	3 1 28	- -	3 1 28
412	Oat Field - - -	- -	4 0 30	- -	4 0 30
413	Clays Meadow - -	- -	4 1 14	- -	4 1 14
414	Horse Pasture - -	- -	6 0 29	- -	6 0 29
415	Strawberry Field - -	- -	4 3 0	- -	4 3 0
416	Gorsy Field - - -	- -	4 2 16	- -	4 2 16
417	New Hey - - -	- -	5 0 0	- -	5 0 0
418	Blake Hey - - -	4 3 21	- -	- -	4 3 21
419	Croft - - - -	1 2 35	- -	- -	1 2 35
420	Further Field - - -	- -	1 3 8	- -	1 3 8
421	Barn Field (higher Part) -	0 2 26	- -	- -	0 2 26
422	Barn Field (lower Part) -	1 1 11	- -	- -	1 1 11
423	Cottage, Outbuildings, and Garden - - -	0 3 8	- -	- -	0 3 8
424	Cottage and Garden - -	0 1 35	- -	- -	0 1 35
425	Cottage and Garden - -	0 1 14	- -	- -	0 1 14
426	Williamson's Croft - -	0 2 27	- -	- -	0 2 27
427	Cottage and Garden - -	0 0 35	- -	- -	0 0 35
428	Cottage and Garden - -	0 1 13	- -	- -	0 1 13
429	Cottage and Garden - -	0 1 9	- -	- -	0 1 9
430	Croft - - - - -	0 1 0	- -	- -	0 1 0
431	Cottage and Garden - -	0 1 21	- -	- -	0 1 21
432	Cottage and Garden - -	0 0 22	- -	- -	0 0 22
433	Cottage and Garden - -	0 1 2	- -	- -	0 1 2
434	Croft - - - - -	- -	1 0 39	- -	1 0 39
435	Meadow - - -	- -	2 1 17	- -	2 1 17
436	Orchard - - -	0 0 16	- -	- -	0 0 16
437	Croft - - - - -	0 2 10	- -	- -	0 2 10
438	Cottage, Outbuilding, and Garden - - -	0 1 34	- -	- -	0 1 34
439	Croft - - - - -	- -	0 1 1	- -	0 1 1
440	Common Field - -	4 0 21	- -	- -	4 0 21
441	Garden - - -	0 0 18	- -	- -	0 0 18
441*a*	Occupation Road - -	0 1 0	- -	- -	0 1 0
442	Three Cottages - -	0 0 28	- -	- -	0 0 28
443	Outbuildings, Fold, and Road-	0 1 21	- -	- -	0 1 21
444	Garden - - -	0 1 8	- -	- -	0 1 8
445	Garden - - -	0 1 8	- -	- -	0 1 8
446	Great Meadow - -	- -	5 3 20	- -	5 3 20
447	Nickle Field - - -	- -	10 2 29	- -	10 2 29
448	Little Meadow - - -	- -	3 3 8	- -	3 3 8

Aston's Estates Act, 1863.

THE CHESHIRE ESTATE—PART III.—*continued.*

No. on Plan.	Description.	Arable.	Meadow or Pasture.	Woodlands, &c.	Totals carried out.	—
	DUTTON—*continued.*	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
449	Lower Hill Field -	- - -	7 2 15	- - -	7 2 15	
450 & 451.	Rough Hey and Glade Field - - -	6 2 38	- - -	- - -	6 2 38	
452	Harry Field - -	- - -	8 0 24	- - -	8 0 24	
453	Long Shaws - -	5 0 32	- - -	- - -	5 0 32	
454	Little Shaws and Great Shaws - - -	- - -	8 2 17	- - -	8 2 17	
455 and 458.	Apple Field and Croft	- - -	5 2 25	- - -	5 2 25	
456	Rushy Field - -	6 3 25	- - -	- - -	6 3 25	
457	Glade Field - -	- - -	7 2 0	- - -	7 2 0	
459, 460, 461, and 462.	Outbuildings, Yard, and Croft - -	2 1 12	- - -	- - -	2 1 12	
463	Kilt Croft, Calvers Croft, and Bean Croft - - -	9 2 5	- - -	- - -	9 2 5	
464	Nickle Field - -	- - -	3 1 0	- - -	3 1 0	
465	Hound Meadow -	- - -	4 2 28	- - -	4 2 28	
466	Brook Field - -	6 3 28	- - -	- - -	6 3 28	Total in Dutton,
467	Fody Acre - -	0 1 34	- - -	- - -	0 1 34	2105A. 1R. 33P.
	Totals - -	1,605 2 19	2,692 1 1	509 3 10	4,807 2 30	

* Impropriate Rentcharge in lieu of Tithes amounting to the Sum of 1*l.* 19*s.* 11*d.* per Annum, and issuing out of Lands in the Township of Dutton.

Henry Linaker.

The THIRD SCHEDULE to which the foregoing Act refers.

THE ASTON GRANGE ESTATE.

The Manor or Lordship, or reputed Manor or Lordship or Grange, with its Rights, Members, and Appurtenances, commonly called or known by the Name of Aston Grange, lying and being in the Parish of Runcorn in the County of Chester, and all and singular the Capital and other Messuages, Farms, Lands, and Hereditaments in the Township of Aston Grange and Kingsley in the Parish of Frodsham in the County of Chester, specified in this Schedule, with the Appurtenances, except the Tithe or Rentcharge in lieu of Tithe payable to the Owners thereof, and which Hereditaments comprise,—

Tenants Names in 1857.	Holdings.	Area, Statute Measure.			Rent, or Annual Value, 1856–7.		
		A.	R.	P.	£	*s.*	*d.*
Cooper, Thomas - -	Land - -	51	3	28	107	10	0
Johnson, U. J. - -	House and Land -	107	0	25	225	15	0
Welsby, Joseph - -	Ditto - -	242	2	23	397	15	0
		401	2	36	731	0	0
In Hand - - -	Woodlands - -	36	0	0	54	0	0
		437	2	36	785	0	0

Henry Linaker.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.