ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. 4.

An Act for enabling Leases, Sales, Repairs, and Improvements to be made of the Estates of *James Walthall Hammond* Esquire, deceased, and for other Purposes, the Short Title of which is "*Hammond*'s Estate Act, 1855."

[23d *July* 1855.]

Will of J. W. Hammond, Esq. dated 7th June 1820.

WHEREAS *James Walthall Hammond*, late of *Wistaston* in the County of *Chester*, Esquire, deceased, duly made and published his last Will and Testament in Writing, dated the Seventh Day of *June* One thousand eight hundred and twenty, and executed and attested so as to pass Freehold Estates; and thereby, after directing the Payment of his Debts and Funeral Expenses, he gave and bequeathed unto his Wife (in addition to the Dower she would be entitled to out of his Real Estates) his Capital Mansion called *Wistaston Hall*, with the Gardens, Outbuildings, Pleasure Grounds, and Appurtenances, and such Part of the Land he held and occupied therewith (not exceeding Ten Acres) as his Executors should think fit, and also his Household Goods and Furniture, Plate, Linen, China, and other Dead Stock, in and about his

said Mansion, for her natural Life, and also such One of his Cows and Horses as she might choose; and, subject thereto, he gave, devised, and bequeathed all the Rest; Residue, and Remainder of his Real and Personal Estates, of what Nature or Kind soever, unto his Kinsman *Peter Walthall*, then a Student and Scholar of *Saint John*'s College, *Cambridge*, and his Wife's Brother, Mr. *Thomas Hector*, and their Heirs, for the Uses, Trusts, Intents, and Purposes following, (that is to say,) upon trust, by and out of the Rents, Issues, Dividends, Interest, and Profits of all his said Estates, to pay an Annuity or yearly Sum of Five hundred Pounds, clear of Taxes and Deductions, into the proper Hands of his only Daughter, then *Penelope Hammond*, but now *Penelope Broughton*, the Wife of *Edward Delves Broughton* of *Wistaston Hall* aforesaid, Esquire, during her natural Life, or to such Person or Persons as she should from Time to Time, half-yearly and not otherwise, (when of Age,) by any Note or Writing signed with her Hand, direct or appoint to receive the same, and so that the said Annuity should not, nor any Part thereof, be subject or liable to the Debts, Control, or Engagements of any Husband she might happen to intermarry with, nor in their or either of their Power to sell, anticipate, assign, or anyways dispose of or incumber the said Annuity, to be paid and payable by half-yearly Payments on certain Days in the said Will mentioned, by equal Portions, the First Payment thereof to begin and be made on such of the said Days as should first happen after his said Daughter should attain her Age of Twenty-one Years, or Marriage, with a Provision in the meantime for her Maintenance and Education; and upon further trust that the said *Peter Walthall* and *Thomas Hector*, or the Survivor, his Heirs, Executors, or Administrators, should, out of the said Testator's Personal Estate, if that should be sufficient, if not, by Sale or Mortgage of a competent Part of his Real Estate, raise and levy the Sum of Ten thousand Pounds in Twelve Months next after the Decease of his said Daughter, and pay the same unto and amongst all and every the Child and Children of his said Daughter, if more than One, in equal Shares and Proportions as Tenants in Common, and if but One then to such only Child, the Part or Share of such of them as should be a Son or Sons to be paid at his or their Age or respective Ages of Twenty-one Years, and of such of them as should be a Daughter or Daughters at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, the Dividends and Proceeds thereof in the meantime to be applied in their Maintenance and Education; and in case there should be no Child or Children of his said Daughter, or being such they should all die in her Lifetime without lawful Issue, then and in such Case the said Testator directed that the said Sum of Ten thousand Pounds should not be raised, or any Part thereof, out of his Real Estate, and that such Part thereof as should be in the Hands of

of his said Trustees from his Personal Estate should be paid and assigned to his only Son *James* (meaning thereby his only Son *James Walthall Hammond*), his Executors, Administrators, and Assigns; and upon this further trust that they the said *Peter Walthall* and *Thomas Hector*, and the Survivor, his Heirs, Executors, or Administrators, should, in such Time after the said Testator's Decease and in such Manner as Counsel should advise, convey, assign, and transfer all the Residue and Remainder of his Real and Personal Estate, of what Kind soever, subject nevertheless to and charged and chargeable as aforesaid, in manner therein-after mentioned, (that is to say,) his Personal Estate, if any should remain after Payment of his Debts, Funeral Expenses, the Charge of proving his Will, the said Sum of Ten thousand Pounds, and any other Legacies given by him, and other incidental Charges of Executorship, to his said Son *James* for ever, and his Real Estate, subject as aforesaid, and in such Manner as Counsel should advise, as aforesaid, should convey or otherwise stand seised and possessed of for the Benefit of his said Son *James* for his natural Life, without Impeachment of Waste, Remainder to the Use of themselves or other Trustees and their Heirs during the Life of his said Son *James*, upon trust to preserve contingent Remainders, Remainder to other Trustees for a Term of One thousand Years, Remainder to the first and other Sons of his said Son *James* successively in Tail, Remainder to his Daughters as Tenants in Common in Tail, Remainder to the said Testator's Daughter *Penelope* for her natural Life, Remainder to the Use of his said or other Trustees and their Heirs during his said Daughter's Life, in trust to preserve contingent Remainders, Remainder to the first and other Sons of his said Daughter successively in Tail, Remainder to her Daughters as Tenants in Common in Tail, Remainder to the Use of the lawful Heirs of his late Uncle *Peter Walthall*, and their Heirs and Assigns, for ever; and as to the Term of One thousand Years, he declared it to be for the Purpose of enabling his said Son or Daughter, when and as they should respectively be in the actual Possession of his said Real Estate under the Limitations in the said Will contained, by Will or Wills, to be by them respectively duly executed, to direct the Trustees in whom the said Term might be then vested to raise and levy, by such Means as should be deemed advisable, any Sum or Sums of Money not exceeding Ten thousand Pounds, for the Portion or Portions of any younger Children they might respectively have, to be paid in such Manner and at such Time or Times as such Will should direct, and which Will the said Testator empowered his said Daughter to make when in possession of his said Real Estate, notwithstanding any Coverture she might happen to be under; and after authorizing his said Son *James*, when in the actual Possession of his said Real Estate, and of the Age of Twenty-one Years, to provide a Jointure for any Woman he should marry, the said Testator thereby

constituted

constituted the said first-named *Peter Walthall* and the said *Thomas Hector* Executors of his said Will, thereby revoking all others, and he gave to each of them his said Executors the Sum of Fifty Guineas for their Trouble; and he directed that his said Executors and Trustees should each of them be answerable for his own Act and Receipt only, and not the One of them for the other of them, and that they should not be answerable for any Loss or Miscarriage by any Security or Securities that might happen in his Estate or Effects, or by any Deposit of Money in the Hands of any Banker or Bankers for safe Custody, and also that they should retain all their Costs, Charges, Damages, and Expenses out of his said Estate and Effects; but no Power of appointing new Trustees is contained in the said Will: And whereas the said *James Walthall Hammond* the Testator died on or about the Twenty-second Day of *September* One thousand eight hundred and twenty-two, without having revoked or altered his said Will, leaving *Penelope Hammond* his Wife, and the said *James Walthall Hammond* his only Son, and the said *Penelope Broughton* his only Daughter, him surviving, and his said Will was proved by the said *Thomas Hector* alone on the Twenty-eighth Day of *November* One thousand eight hundred and twenty-two in the Consistory Court of the Bishop of *Chester*: And whereas the said *Peter Walthall*, who was named in the said Will as One of the Trustees and Executors thereof, died on or about the Seventeenth Day of *January* One thousand eight hundred and twenty-five, without having proved the said Will, or in any Manner acted in the Trusteeship or Executorship thereof: And whereas the said *James Walthall Hammond* the Son became, on the Decease of the said *James Walthall Hammond* the Testator, the Heir-at-Law of the said *Peter Walthall*, the said Testator's Uncle, and he the said *James Walthall Hammond* the Son attained the Age of Twenty-one Years in the Year One thousand eight hundred and twenty-six: And whereas the said *Penelope Broughton* (then *Penelope Hammond*) attained the Age of Twenty-one Years in the Year One thousand eight hundred and twenty-eight, and intermarried, on or about the Twenty-third Day of *September* One thousand eight hundred and forty-seven, with the said *Edward Delves Broughton*, and by an Indenture of Settlement, executed in contemplation of the said Marriage, dated the Twenty-first Day of *September* One thousand eight hundred and forty-seven, and made between the said *Penelope Broughton* (then *Penelope Hammond*) of the First Part, the said *Edward Delves Broughton* of the Second Part, and *Geoffrey Joseph Shakerley* of *Whatcroft Hall*, *Northwich*, in the County of *Chester*, Esquire, and *John Cole* of the *Royal Terrace*, *Adelphi*, in the County of *Middlesex*, Gentleman, of the Third Part, all the Life Estate or Interest of her the said *Penelope Broughton* expectant on the Death without Issue or Failure of Issue of her Brother the said *James Walthall*

Proof of Will of J. W. Hammond, 28th Nov. 1822.

Marriage Settlement, dated 21st Sept. 1847.

Walthall Hammond the Son (therein called *James Hammond*) of and in all the residuary Real Estate of the said *James Walthall Hammond* the Testator, and all other the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim, and Demand whatsoever of her the said *Penelope Broughton* of, in, or to the said residuary Real Estate, and every or any Part thereof, were granted and released by the said *Penelope Broughton* unto the said *Geoffrey Joseph Shakerley* and *John Cole*, their Heirs and Assigns, to the Use of the said *Penelope Broughton* until the said Marriage should be solemnized, and after the Solemnization thereof to the Use of the said *Geoffrey Joseph Shakerley* and *John Cole*, and their Heirs, during the Life of the said *Penelope Broughton*, in trust for the said *Penelope Broughton* for her own sole and separate Use and Benefit during her Life, the Rents, Issues, and Profits thereof to be paid into her own proper Hands from Time to Time as and when the same should become due, and be received to and for her sole and separate Use and Benefit, independently of the said *Edward Delves Broughton*, and without the same being subject to his Debts, Control, or Engagements, the Receipts of the said *Penelope Broughton* alone, notwithstanding her Coverture, to be good and sufficient Discharges for so much of the Rents, Issues, and Profits as should be therein acknowledged or expressed to be received; provided, that the said *Penelope Broughton* should not have any Power during her then intended Coverture of anticipating in any Manner, directly or indirectly, the said Rents, Issues, and Profits, or any Part thereof, or of giving any such Receipt as aforesaid, before the Money therein mentioned should have been actually due and payable: And whereas there is Issue of the said *Penelope Broughton* by the said *Edward Delves Broughton* an only Child, namely, *Edward Walthall Delves Broughton*, who is now a Minor of the Age of Six Years or thereabouts: And whereas by an Indenture of Mortgage, dated the Twenty-fifth Day of *February* One thousand eight hundred and forty-five, and made between the said *James Walthall Hammond* the Son of the First Part, and *Henry King* of *Eastham* in the County of *Essex*, Esquire, of the Second Part, in consideration of the Sum of Twenty thousand Pounds paid to the said *James Walthall Hammond* the Son by the said *Henry King*, the Hereditaments comprised in the Schedule thereunder written, which said Hereditaments were therein expressed to be situate in the several Parishes of *Wistaston*, *Haslington*, and *Nantwich* in the County of *Chester*, and to be in the Tenure or Occupation of the several Persons and at the several Rents mentioned in the said Schedule, and to contain the Quantities in the same Schedule also mentioned, and all other (if any) the Hereditaments devised by the said Will of the said *James Walthall Hammond* the Testator, and all other the Hereditaments situate or arising in or within the said Parishes of or to which the said *James Walthall Hammond* the Son,

Indenture of Mortgage, dated 25th Feb. 1845.

or any Person or Persons in trust for him, was or were seised or entitled, in possession, reversion, remainder, or expectancy, with the Appurtenances, were granted by the said *James Walthall Hammond* the Son, subject, as to the Mansion House and Hereditaments devised to the Widow of the said *James Walthall Hammond* the Testator for Life, to the Life Interest of such Widow therein, and subject to the Dower of the said Widow, and to the said Annuity of Five hundred Pounds bequeathed to the said *Penelope Broughton* for her Life, and to the said contingent Sum of Ten thousand Pounds directed to be raised for the Children of the said *Penelope Broughton*, so far as the same Annuity and Sum respectively were charged upon the Hereditaments devised by the said Will, and subject to the Estates by the said Will directed to be limited after the Life Estate of the said *James Walthall Hammond* the Son, and before the ultimate Estate in Fee directed to be limited to the Right Heirs of the said *Peter Walthall* the Uncle, and their Heirs and Assigns, unto and to the Use of the said *Henry King*, his Heirs and Assigns, for securing the Repayment to the said *Henry King*, his Executors, Administrators, and Assigns, of the said Sum of Twenty thousand Pounds with Interest thereon; and by another Indenture, dated the Twenty-sixth Day of *February* One thousand eight hundred and forty-five, and made between the same Persons as were Parties to the said Indenture of Mortgage, certain Policies of Assurance on the Life of the said *James Walthall Hammond* were charged by way of collateral Security with the Payment of the said Sum of Twenty thousand Pounds and Interest; and the said Hereditaments comprised in the said Indenture of Mortgage were charged also with the Repayment of all Monies (if any) which should be advanced by the said *Henry King*, his Executors, Administrators, or Assigns, for keeping the said Policies on foot, with Interest thereon: And whereas by an Indenture of further Charge, dated the Eleventh Day of *March* One thousand eight hundred and forty-five, indorsed on the said Indenture of Mortgage, and made between the said *James Walthall Hammond* the Son of the First Part, and the said *Henry King* of the Second Part, in consideration of the Sum of Four thousand Pounds paid to the said *James Walthall Hammond* the Son by the said *Henry King*, the said Hereditaments comprised in the said Indenture of Mortgage were charged with the Repayment to the said *Henry King*, his Executors, Administrators, or Assigns, of the said Sum of Four thousand Pounds, with Interest thereon; and by another Indenture, bearing even Date with the said Indenture of further Charge, also indorsed on the said Indenture of Mortgage, and made between the same Persons as were Parties to the same Indentures, the said Policies of Assurance on the Life of the said *James Walthall Hammond*, and another Policy of Assurance then effected thereon, were charged by way of collateral Security with the Payment of the said

Indenture, dated 26th Feb. 1845.

Indenture, dated 11th March 1845.

said Sum of Four thousand Pounds and Interest, and the said Hereditaments comprised in the said Indenture of Mortgage were also charged with the Repayment of all Monies (if any) which should be advanced by the said *Henry King*, his Executors, Administrators, or Assigns, for keeping the last-mentioned Policy on foot, with Interest thereon: And whereas the said *Henry King* duly made and published his last Will and Testament in Writing, dated the Twenty-ninth Day of *June* One thousand eight hundred and forty, and thereby, after bequeathing certain pecuniary Legacies, devised all his Real Estates, whatsoever and wheresoever, and also all his residuary Personal Estate, unto his Friends *William King*, *Henry John Goater*, and *Edward* (in the said Will called *Edmund*) *Vincent*, upon trust to call in and convert into Money his Personal Estate, and to sell his Real Estate, and he empowered his said Trustees to give effectual Receipts for any Monies payable to them under the Provisions of his said Will, and he directed them his said Trustees to invest his Personal Estate and the Proceeds of Sale of his Real Estates (after Payment of his Debts and Funeral and Testamentary Expenses and Legacies) in manner therein mentioned, and declared certain Trusts thereof for the Benefit of his Daughter *Mary Ann Francis* (the Wife of *Frederick Francis* of *Upminster* in the County of *Essex*, Gentleman), for her separate Use during her Life, and after her Decease for the Benefit of her Children, but with Power for her to appoint in favour of a surviving Husband during his Life One Moiety of the Income thereof, and he appointed the said *William King*, *Henry John Goater*, and *Edward Vincent* Executors of his said Will: And whereas the said *Henry King* duly made and published a Codicil to his said Will, dated the Second Day of *January* One thousand eight hundred and forty-four, and thereby appointed his said Daughter *Mary Ann Francis* an Executrix of his said Will: And whereas the said *Henry King* duly made and published another Codicil to his said Will, dated the Twelfth Day of *May* One thousand eight hundred and forty-five, and thereby revoked his said Will so far as the said *Henry John Goater* was an Object thereof, and declared that his said Will should take effect in the same Manner as if the Name of the said *Henry John Goater* had never been inserted therein: And whereas the said *Henry King* died on or about the Ninth Day of *July* One thousand eight hundred and forty-five, without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicils thereto, and without having revoked or altered the said Codicils or either of them, except so far as the former of the said Codicils was revoked or altered by the latter of them, and his said Will and Codicils were proved by the said *William King* and *Edward Vincent*, on the Nineteenth Day of *August* One thousand eight hundred and forty-five, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by a Deed Poll dated the

Will of Henry King, dated 29th June 1840.

Codicil to Will of H. King, dated 2d Jan. 1844.

Further Codicil, dated 12th May 1845.

Will and Codicils of H. King, proved 19th Aug. 1845.

Deed of Appointment, dated 24th June 1848, of Trustees of Will of Henry King.

the Twenty-fourth Day of *June* One thousand eight hundred and forty-eight, under the Hands and Seals of the said *Frederick Francis* and *Mary Ann* his Wife, *Henry Hawkins* and *Samuel Richard Green Francis* (therein respectively described) were, under a Power for that Purpose contained in the said Will of the said *Henry King*, appointed Trustees of the said Will in the Place of the said *William King* and *Edward Vincent*, who retired from the Trusts thereof; and by an Indenture dated the Tenth Day of *July* One thousand eight hundred and forty-eight, and made between the said *William King* and *Edward Vincent* of the First Part, *Philip Smith Coxe* (therein described) of the Second Part, *Charles Bischoff* (therein described) of the Third Part, the said *Frederick Francis* and *Mary Ann* his Wife of the Fourth Part, the said *Henry Hawkins* and *Samuel Richard Green Francis*, of the Fifth Part, *North Surridge* (therein described) of the Sixth Part, and the said *Frederick Francis* of the Seventh Part, all the Hereditaments, Policies, and Premises comprised in the hereinbefore recited Mortgage Securities were respectively conveyed and assigned unto the said *Henry Hawkins* and *Samuel Richard Green Francis*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts of the said Will and Codicils of the said *Henry King*: And whereas by a Deed Poll dated the Twenty-ninth Day of *July* One thousand eight hundred and forty-nine, under the Hands and Seals of the said *Frederick Francis* and *Mary Ann* his Wife, *Samuel Francis* (therein described) was, under the said Power for that Purpose contained in the said Will of the said *Henry King*, appointed a Trustee of the said Will in the Place of the said *Henry Hawkins*, and by an Indenture, dated the Thirtieth Day of *July* One thousand eight hundred and forty-nine, and made between the said *Henry Hawkins* and *Samuel Richard Green Francis* of the First Part, the said *Frederick Francis* and *Mary Ann* his Wife of the Second Part, the said *Samuel Francis* of the Third Part, the said *Samuel Francis* and *Samuel Richard Green Francis* of the Fourth Part, and *Josiah Wilkinson* (therein described) of the Fifth Part, and a Deed Poll indorsed thereon, and bearing even Date therewith, under the Hand and Seal of the said *Josiah Wilkinson*, the said Hereditaments and Premises comprised in the said recited Mortgage Securities were respectively conveyed and assigned unto the said *Samuel Richard Green Francis* and *Samuel Francis*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts of the said Will and Codicils of the said *Henry King*: And whereas by an Order of the High Court of Chancery, made by the Right Honourable the Master of the Rolls on the Seventeenth Day of *July* One thousand eight hundred and fifty-two, in a Cause wherein the said *Samuel Richard Green Francis* and *Samuel Francis* were Plaintiffs, and the said *Edward Delves Broughton* and other Persons (Judgment Creditors of the said *James Walthall Hammond* the Son) and also the said *James Walthall Hammond*

Further Deed of Appointment, dated 29th July 1849.

Order of Court, dated 17th July 1852.

Hammond the Son were Defendants, it was ordered that it should be referred to the Master of the said Court in rotation to take an Account of what was due to the said Plaintiffs for Principal and Interest on their herein-before recited Mortgage Securities, and that it should be referred to the Taxing Master of the said Court in rotation to tax the said Plaintiffs their Costs, and that in default of the said Defendants paying to the said Plaintiffs such Principal, Interest, and Costs as aforesaid, within Six Months after the said Master should have made his Report, at such Time and Place as the said Master should appoint, the said Defendants should stand foreclosed from all Equity of Redemption in the said mortgaged Premises: And whereas Sir *George Rose*, the Master to whom the said Cause was referred, by his Report, dated the Third Day of *August* One thousand eight hundred and fifty-three, certified that he found that there was due to the said Plaintiffs for Principal, Interest, and Costs up to the Third Day of *February* One thousand eight hundred and fifty-four, being the End of Six Months from the Date of his said Report, the Sum of Thirty-seven thousand five hundred and eighty-seven Pounds Eleven Shillings and Twopence, and he thereby appointed that the said Defendants, or some or One of them, should pay the said last-mentioned Sum to the said Plaintiffs at the Chapel of the Rolls, in *Chancery Lane*, *London*, on the said Third Day of *February* One thousand eight hundred and fifty-four: And whereas the said last-mentioned Sum was not paid at the Time and Place appointed by the said Master, and, by an Order made by the Right Honourable the Master of the Rolls on the Sixteenth Day of *February* One thousand eight hundred and fifty-four, it was ordered that the said Equity of Redemption should be absolutely foreclosed: And whereas the said *Penelope Hammond*, the Widow of the said *James Walthall Hammond* the Testator, died on or about the Ninth Day of *January* One thousand eight hundred and fifty-four: And whereas the said *James Walthall Hammond* the Son died on or about the Seventh Day of *July* One thousand eight hundred and fifty-four, without ever having been married: And whereas by an Indenture, dated the Eighth Day of *March* One thousand eight hundred and fifty-five, and made between the said *Samuel Richard Green Francis* and *Samuel Francis* of the First Part, the said *Frederick Francis* and *Mary Ann* his Wife of the Second Part, and the said *Edward Delves Broughton* of the Third Part, and duly acknowledged by the said *Mary Ann Francis* as her Act and Deed, in pursuance of a Contract therein recited for the Sale to the said *Edward Delves Broughton* of the Interests therein-after mentioned, and in consideration of the Sum of Five thousand Pounds paid by him the said *Edward Delves Broughton* to the said *Samuel Richard Green Francis* and *Samuel Francis*, all the Hereditaments comprised in the said Indenture of the Twenty-fifth Day of *February* One thousand eight hundred and forty-five, with their Rights,

Master's Report, dated 3d Aug. 1853.

Order, dated 16th Feb. 1854.

Indenture, dated 25th July 1845.

Members, and Appurtenances, were granted by the said *Samuel Richard Green Francis* and *Samuel Francis*, with the Consent of the said *Frederick Francis* and *Mary Ann* his Wife, and were also granted and conveyed and released by them the said *Frederick Francis* and *Mary Ann* his Wife unto the said *Edward Delves Broughton*, his Heirs and Assigns, subject (so far as the said Hereditaments or any of them were subject thereto) to the Uses, Estate, and Charges which by the said Will of the said *James Walthall Hammond* the Testator were limited to take effect before the ultimate Use or Trust to or for the right Heirs of the said *Peter Walthall* the Uncle, to the Use of the said *Edward Delves Broughton*, his Heirs and Assigns, for ever, for his and their own Use and Benefit: And whereas by an Indenture of Mortgage, dated the Ninth Day of *March* One thousand eight hundred and fifty-five, indorsed on the said Indenture of the Eighth Day of *March* One thousand eight hundred and fifty-five, and made between the said *Edward Delves Broughton* of the one Part, and *Thomas Salt* and *John Henson Webb* of *Stafford*, Bankers, of the other Part, the said Hereditaments comprised in the last-mentioned Indenture, with their Appurtenances, were conveyed by the said *Edward Delves Broughton* unto the said *Thomas Salt* and *John Henson Webb*, their Heirs and Assigns, subject to a Proviso or Condition for Redemption of the same upon Payment of the Sum of Five thousand Pounds, with Interest thereon at the Rate of Five Pounds *per Centum per Annum*, at the Time and in the Manner therein mentioned: And whereas the said *Penelope Broughton* is, under the Trusts or Limitations of the said Will of the said *James Walthall Hammond* the Testator, and the said Indenture of Settlement of the Twenty-first Day of *September* One thousand eight hundred and forty-seven, (subject to the Charges created by the same Will in respect of the said Testator's Debts and Funeral and Testamentary Expenses, and of the said Annuity of Five hundred Pounds thereby provided for the said *Penelope Broughton* during her Life, and of the said Sum of Ten thousand Pounds thereby provided after her Decease for her Child or Children, and subject also to the said Term of One thousand Years thereby limited or directed to be limited, and the Trusts of the same Term,) equitable Tenant for Life in possession for her separate Use of all the Real Estate of the said *James Walthall Hammond* the Testator devised by his said Will, and the said *Edward Walthall Delves Broughton* is under the Trusts or Limitations of the same Will (subject to the same Charges and Term respectively, and the Trusts of the same Term,) equitable Tenant in Tail in remainder immediately expectant on the Decease of the said *Penelope Broughton* of the said last-mentioned Real Estate, and the said *Edward Delves Broughton* is, under the Conveyance or Assurance made by the said Indenture of the Eighth Day of *March* One thousand eight hundred and fifty-five (subject to the same Charges and Term respectively, and the

Indenture of Mortgage, dated 9th March 1855.

Trusts

Trusts of the same Term, and subject also to the Mortgage made by the herein-before recited Indenture of the Ninth Day of *March* One thousand eight hundred and fifty-five,) equitable Tenant in Fee Simple in remainder immediately expectant on the Decease of the said *Penelope Broughton*, and the Determination or Failure of the several Estates Tail limited or directed to be limited by the said Will of the said *James Walthall Hammond* the Testator to or in favour of the Children of her the said *Penelope Broughton* of the said last-mentioned Real Estate: And whereas the Hereditaments described respectively in the First, Second, and Third Schedules to this Act are Parts of the said Real Estate of the said *James Walthall Hammond* the Testator devised by his said Will: And whereas the said Hereditaments described in the First Schedule to this Act are situate in the Township of *Nantwich* in the County of *Chester*, and consist partly of Lands very eligible for Building Purposes, and partly of small Houses, Cottages, and other Buildings for the most part unsubstantially built and in a dilapidated Condition, and requiring continually for necessary Repairs an Outlay amounting to the greater Part of the Rents thereof, and the Collection of such Rents is troublesome and expensive: And whereas the said Hereditaments described in the Second Schedule to this Act are situate in the Parish of *Wistaston* in the said County of *Chester*, and consist chiefly of Lands of great Agricultural Value, but the Farming Buildings on such Lands, and on the Lands described in the Third Schedule to this Act, are not in proper Repair, and are in other respects insufficient, and the said Lands described in the Second and Third Schedules are in want of Draining and Manuring and other Improvements: And whereas the said Hereditaments described in the Third Schedule to this Act are situate in the Parish of *Haslington* in the said County of *Chester*, and lie at a Distance of Four Miles or thereabouts from the nearest Point of the said Hereditaments described respectively in the said First and Second Schedules, and in respect of Occupation and Enjoyment are wholly unconnected therewith: And whereas it would be highly advantageous to the Persons beneficially interested under the said Will of the said *James Walthall Hammond* the Testator if new Trustees were appointed for the Purposes of his said Will, and if Powers of granting Leases for any Term not exceeding Twenty-one Years of the said Hereditaments described respectively in the First, Second, and Third Schedules to this Act, and of granting Leases for Building Purposes for any Term not exceeding Nine hundred and ninety-nine Years of the said Hereditaments described in the said First Schedule, and also Powers of repairing or rebuilding the Houses, Cottages, and other Buildings described respectively in the First, Second, and Third Schedules to this Act, or standing on the Lands therein respectively described, and of draining and manuring the said Lands described respectively in the said Second and Third Schedules, and of selling the

the said Hereditaments described respectively in the First and Third Schedules to this Act, were vested in the Trustees or Trustee for the Time being of the said Will of the said *James Walthall Hammond* the Testator; but none of those Purposes can be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Edward Delves Broughton* and *Penelope Broughton* his Wife, on behalf of themselves and of the said *Edward Walthall Delves Broughton*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Appointment of Trustees of Will of James Walthall Hammond the Testator.

I. That the said *Thomas Salt* shall be and he is hereby appointed a Trustee, in conjunction with the said *Thomas Hector*, for all the Purposes of the said Will of the said *James Walthall Hammond* the Testator for which the said *Peter Walthall* the Trustee and the said *Thomas Hector* were thereby nominated Trustees, or such of them as are now subsisting or capable of taking effect, and that all the Real Estate and Personal Estate of the said *James Walthall Hammond* the Testator now vested in the said *Thomas Hector* as Trustee of the said Will shall be and they are hereby vested in the said *Thomas Hector* and *Thomas Salt* as Joint Tenants, for all the Estates and Interests for which the same are respectively now vested in the said *Thomas Hector* as aforesaid, upon the Trusts and for the Purposes declared concerning the same respectively in and by the said Will of the said *James Walthall Hammond* the Testator, or such of them as are now subsisting or capable of taking effect, and that the said *Thomas Salt* may henceforth act and assist in the Execution of the same Trusts and Purposes, and of all the Powers and Authorities contained in the said Will, as fully and effectually to all Intents and Purposes as if he the said *Thomas Salt* had, together with the said *Thomas Hector*, been originally constituted a Trustee thereof.

To be Trustees for executing this Act.

II. That the said *Thomas Hector* and *Thomas Salt*, and the Survivor of them, and the Heirs of such Survivor, and the Persons who shall from Time to Time, under any Order of the High Court of Chancery or otherwise, be appointed Trustees of the said Will of the said *James Walthall Hammond* the Testator, shall, so long as they respectively shall be Trustees of the said Will, be the Trustees for executing the Purposes of this Act, and the several Powers and Authorities herein-after contained, and be considered respectively the Persons herein-after designated by the Expression "the said Trustees or Trustee for the Time being."

III. That

Power to grant Leases for 21 Years.

III. That it shall be lawful for the said Trustees or Trustee for the Time being, with the Consent in Writing of the said *Penelope Broughton* during her Life, and after her Decease with the Consent in Writing of the Person who, subject to the Charges created by the said Will of the said *James Walthall Hammond* the Testator, and the said Term of One thousand Years thereby limited or directed to be limited, and the Trusts thereof, and also to the Provisions of this Act, and any Dispositions or Charges which may be made thereunder, shall, under the Trusts or Limitations of the same Will, be entitled for the Time being as Tenant in Tail or otherwise to the Rents and Profits of the Real Estate of him the said *James Walthall Hammond* the Testator, devised by his said Will, or of such Part thereof as shall for the Time being remain unsold, if such Person respectively shall be of the Age of Twenty-one Years, and if not then with the Consent in Writing of his or her Guardian, from Time to Time to demise or lease all or any of the Lands and other Hereditaments described respectively in the First, Second, and Third Schedules to this Act, or any Part thereof respectively, together with any Buildings then standing thereon, for any Term of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as in every such Lease there be reserved the best yearly Rent to be incident to the immediate Reversion expectant on the Term thereby granted, and to be made payable half-yearly or quarterly, or oftener, that can be reasonably obtained, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making of such Lease, and so as in every such Lease there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Rates, Assessments, and Impositions affecting the Premises therein comprised, besides such further or other Covenants, whether for Repairs, or for Insurance against Loss or Damage by Fire, or for other Purposes, as the said Trustees or Trustee for the Time being shall think proper, and also a Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent thereby reserved, or for Nonperformance or Nonobservance of any of the Covenants therein contained on the Part of the Lessee (except such, if any, of the same Covenants, not being for the Payment of Rent, as the said Trustees or Trustee for the Time being shall think it reasonable to except), and so as the Lessee under every such Lease do execute a Counterpart thereof, and be not by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste.

Power to grant building Leases of Lands in

IV. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, from Time to Time to demise or lease all or any of the Lands and other Hereditaments

First Schedule for 999 Years.

ditaments described in the First Schedule to this Act, or any Part thereof respectively, together with any Buildings then standing thereon, for any Term of Years not exceeding Nine hundred and ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person who shall be willing to erect or build any House or other Building on the Lands so demised or leased, or to finish or repair or improve any House or other Building on such Lands, or to erect or build any House or other Building thereon in lieu of or in addition to any House or other Building, or who shall be willing to annex such Lands or any Part thereof as a Garden, Paddock, Yard, or other Convenience to any House or other Building then erected or built or to be erected or built on any other Part of the said Lands described in the said First Schedule to this Act, or otherwise to improve the said Premises or any Part thereof; with or without Liberty for the Lessee to take down any Building on the said Lands demised or leased, and to dispose of the Materials thereof in such Manner as may be agreed on; and also with or without Liberty for the Lessee to erect Villas or detached Residences, with suitable Offices, and to appropriate convenient Parts of the said Lands demised or leased for Pleasure Grounds, Paddocks, or Plantations to such Villas or otherwise for the Use or Convenience of the Tenants or Occupiers of such Villas; and also with or without Liberty for the Lessee to set out and allot any Part of the said Lands demised or leased for the Sites of Streets, Squares, Crescents, or similar Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, or Shrubberies, or otherwise for the Use or Convenience of all or any of the Tenants or Occupiers of the said Lands described in the said First Schedule to this Act, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises or any Part thereof; and also with or without Liberty for the Lessee to dig and make under the Lands so set out and allotted any Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessee to fell, dig, or raise, and to use or carry away, or sell or dispose of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the said Lands demised or leased which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to manufacture any such Earth, Clay, Loam, Sand, or other Substances or Things into Bricks, Tiles, or other Articles, to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of, as may be agreed upon, so as all Monies arising from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, be paid to or received by

by the said Trustees or Trustee for the Time being, to be applied, if they or he shall think fit, for all or any of the Purposes for which Money is herein-after authorized to be raised by way of Mortgage, and, subject thereto, to be applied or disposed of in the Manner herein-after directed concerning the Monies to arise from any Sale which may be made of any of the Lands described respectively in the First and Third Schedules to this Act, under the Powers for that Purpose herein-after contained; and also with or without Liberty to use and enjoy any Lands to be appropriated as Easements or Conveniences, under the Power in that Behalf herein-after contained, or under this present Power; and also with or without any other Liberties, Easements, or Privileges which the said Trustees or Trustee for the Time being may think reasonable, or which may be usual in Leases of a similar Nature; so as in every such Lease there be reserved the best yearly Rent, to be incident to the immediate Reversion expectant on the Term thereby granted, and to be made payable half-yearly or quarterly or oftener, that according to the Nature of the Case can be reasonably obtained, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making of such Lease (except that during a Time not exceeding the first Three Years of the Term granted by such Lease the said Rent may, if the said Trustees or Trustee for the Time being think fit, be of small or merely nominal Amount, and except also that the Money which may be expended by the Lessee in building upon or improving the said Premises, or which may arise from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, shall not be deemed to be within the Prohibition herein-before contained against taking anything in the Nature of a Fine, Premium, or Foregift); and so as in every such Lease made for the Purpose of having Houses or other Buildings erected or finished there be contained on the Part of the Lessee a Covenant to build and finish, or to finish, (as the Case may be,) such Houses or other Buildings within a Time to be therein specified; and so as in every such Lease made for the Purpose of having Buildings repaired or improved there be contained on the Part of the Lessee a Covenant to make and finish the intended Repairs or Improvements within a Time to be therein specified; and so as in every such Lease made under this present Power, whether for building or finishing, or for repairing or improving, or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Rates, Assessments, and Impositions affecting the Premises therein comprised, and also a Covenant for keeping the Houses and other Buildings erected and built, or to be erected and built, or repaired or improved, on the Land comprised in such Lease (except so far as the same

shall

shall be thereby authorized to be taken down) in repair during the Term thereby granted, and also a Covenant for permitting the Landlord for the Time being, twice at least in every Year, to enter and view, and also a Covenant for keeping the same Houses and other Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in some or One of the public Offices for Insurance in *England*, and to lay out the Money to be received upon such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, or reinstating such Houses or other Buildings; and also a Covenant to surrender the Possession of and to leave in good Repair the demised Premises, with the Houses and other Buildings to be erected and built or repaired or improved thereon, at the Expiration or other sooner Determination of the Term thereby granted, or such Covenants on the Part of the Lessee or Lessees as shall be in Substance and Effect the same as or equivalent to the Covenants thereby specified; and so as in every such Lease there be contained a Condition of Re-entry for Nonpayment within a Time to be therein specified, not exceeding Forty Days, of the Rent thereby reserved, or for Nonperformance or Nonobservance of any of the Covenants therein contained on the Part of the Lessee (except such, if any, of the same Covenants, not being for the Payment of Rent, as the said Trustees or Trustee for the Time being shall think it reasonable to except); and so as the Lessee under every such Lease do execute a Counterpart thereof, and be not, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste, except so far as may be necessary for any of the Purposes of such Lease.

Restriction as to Right of Re-entry.

V. That in every Lease to be granted under any of the Powers of this Act there may be inserted, besides the Covenants and Condition of Re-entry herein-before required to be contained therein respectively, such further or other Covenants and Conditions, Provisoes, Restrictions, and Stipulations, as the said Trustees or Trustee for the Time being shall think proper, and particularly a Proviso that no Breach of any of the Covenants to which the said Condition of Re-entry shall extend (except the Covenant for Payment of Rent, and such other Covenants, if any, as the said Trustees or Trustee for the Time being shall think fit to include in such Exception,) shall give any Right of Re-entry until Judgment shall have been obtained in an Action for such Breach, and the Damages and Costs to be recovered in such Action shall have remained unpaid for Three Months after Judgment shall have been obtained in such Action; and the said Condition of Re-entry in every such Lease as aforesaid may, if the said Trustees or Trustee for the Time being shall think fit, be so divided or apportioned as, on any Breach in respect of a Part only of the demised Premises

Premises of any of the Covenants to which the said Condition of Re-entry shall extend (except such, if any, of the same Covenants as the said Trustees or Trustee for the Time being shall think fit to except), to give a Right of Re-entry in respect of such Breach on that Part exclusively of the said demised Premises, such Parts being in all Cases duly specified in the Lease.

Power to appropriate Land for Ways, Gardens, Streets, &c.

VI. That it shall be lawful for the said Trustees or Trustees for the Time being, with such Consent in Writing as aforesaid, to set out and appropriate any Parts of the said Lands described in the First Schedule to this Act as and for Streets, Squares, Crescents, or similar Spaces of Ground, Roads, Avenues, Ways, Paths, Passages, Watercourses, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or other Easements or Conveniences for the Use or Convenience of all or any of the Tenants or Occupiers of the same Lands, or of the Houses or other Buildings to be erected or built thereon, or for the general Improvement of the said Premises or any Part thereof, in such Manner and upon such Terms, and either subject or without being subject to any annual or other Payments by such Tenants or Occupiers, as shall be mentioned or agreed upon in any Lease to be made under any of the Powers of this Act, or in any general Deed to be executed for that Purpose, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and by any such Lease or general Deed to give and grant such other Privileges and Easements as the said Trustees or Trustee for the Time being shall think fit, and also to divide and set out in Lots any other Parts of the said Lands described in the said First Schedule as and for the Sites of Houses and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and from Time to Time to alter or vary any such Appropriations or Allotments as aforesaid, and generally to plan, set out, and appropriate the said Lands or any Part thereof in such Way and Manner as they or he shall think most beneficial, and also, if they or he shall think it expedient so to do, but not otherwise, to lay out and form the Streets, Squares, Crescents, and similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, and Passages intended to be made on the said Lands or any Portion thereof, and to fence and inclose and lay out and plant any Inclosure to be formed in any of such Squares, Crescents, or similar Spaces of Ground, for the Use and Enjoyment of the Tenants and Occupiers of the Houses thereon, and to fence and inclose all or any of the Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground may front to or adjoin any of the said intended Streets, Squares, Crescents, or similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, or Passages, but not otherwise, and to take down any Buildings on the said Lands described in the said First Schedule, and to sell and dispose of the Materials thereof,

thereof, and also to fell, dig, and raise, and to use, sell, or dispose of any Trees, Stone, Coal, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the same Lands or any Part thereof, and also, upon such Terms and Conditions as they or he shall think proper, to grant to any Person Liberty to fell, dig, and raise, and to use, carry away, sell, or dispose of the same, and to manufacture any Earth, Clay, Loam, or Sand, or other Substances or Things, into Bricks, Tiles, or other Articles, and any other Liberties, Easements, or Privileges which may be deemed necessary or expedient for any of the Purposes aforesaid, so as all Monies arising from the Sale or other Disposition of any such Building Materials as aforesaid, or of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, be paid to or received by the said Trustees or Trustee for the Time being, to be applied, if they or he shall think fit, for all or any of the Purposes for which Money is herein-after authorized to be raised by way of Mortgage, and, subject thereto, to be applied or disposed of in the Manner herein-after directed concerning the Monies to arise from any Sale which may be made of any of the Lands described respectively in the First and Third Schedules to this Act, under the Power for that Purpose herein-after contained.

Power to contract for Leases.

VII. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to enter into any Contract in Writing for granting, under the Power of leasing for any Term not exceeding Nine hundred and ninety-nine Years herein-before contained, and upon the Terms of that Power, a Lease or Leases of all or any of the said Lands and other Hereditaments thereby authorized to be leased, or any Part thereof respectively, together with any Buildings then standing thereon, and by such Contract to agree, when and as any Lands or Buildings thereby agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out or improved, in the Manner and to the Extent to be stipulated in such Contract, to demise or lease the same Lands or Buildings, or any Part thereof, to the Person contracting to take the same as aforesaid, his Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, in such Parcels, and subject to such Portions of the yearly Rent specified in such Contracts, as shall be thought proper; and also, if the said Trustees or Trustee for the Time being shall think the same expedient, to agree that the full yearly Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity only (to be specified in such Contract) of the Lands thereby agreed to be demised, such Quantity of Land being when improved of an annual Value Six Times the Amount of the Rent reserved thereon, and that the Residue of such Lands shall be demised at

at the yearly Rent of One Shilling, either before or after the full yearly Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity of such Land for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part of the Land thereby agreed to be demised, such competent Part being not less in annual Value than the annual Value aforesaid, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of One Shilling; and in the Case of Leases to be granted at the yearly Rent of One Shilling to agree to grant the same either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent to be reserved in any such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and also to agree that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Lands comprised in such Contract as shall not for the Time being be leased to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges herein authorized to be granted.

Every Contract to contain a Condition for vacating same, &c.

VIII. That in every Contract to be entered into as herein-before is mentioned there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part of the Land and Buildings therein comprised, and thereby agreed to be leased, as shall not have been actually leased in pursuance of such Contract, and shall not within a reasonable Time, to be by such Contract appointed, be built upon or repaired, laid out, formed, or improved, in the Manner and to the Extent therein stipulated, and also a Clause or Condition that the Person to whom such Lease ought to be granted in pursuance of such Contract shall accept the same, and execute a Counterpart thereof within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings

no

not actually leased by virtue of such Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted under the Power of leasing for any Term not exceeding Nine hundred and ninety-nine Years herein-before contained, and according to the Terms of that Power, so far as the same shall be applicable.

New Contracts may be entered into by way of Addition to or Explanation of former Contracts.

IX. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, from Time to Time to enter into any new Contract or Agreement with any Person with whom any Contract for granting a Building or Repairing or Improving Lease shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained, or to release the Person with whom any such Contract shall have been entered into, his Heirs, Executors, Administrators, and Assigns, from the Observance of the whole or any Part of the same Contract, and, if thought expedient so to do, to enter into any new Covenants or Agreements with such Person, his Executors, Administrators, or Assigns, in lieu of the same Contract or of any Part thereof which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Lands comprised in such Contract; and the Lands so surrendered, or any Part thereof, may be leased, or contracted or agreed to be leased, and afterwards leased, under any of the Powers for those Purposes herein-before contained, in the same or like Manner as if no Contract for leasing the same had been previously entered into; provided that the new Covenants and Agreements hereby authorized to be entered into shall be in conformity with the Powers and Provisions herein-before contained.

Leases under this Act to be deemed to have been duly made notwithstanding Non-existence of or Variations from Contracts.

X. That every Lease to be granted under the Power of leasing for any Term not exceeding Nine hundred and ninety-nine Years herein-before contained, and which, but for this present Enactment, would not be valid and effectual unless preceded by a Contract, authorizing, under the Provisions of this Act, the granting thereof, shall be as valid and effectual as if preceded by such a Contract, without Proof of any prior Contract, and notwithstanding the Existence of a prior Contract varying in any respect from the Provisions of this Act or from such Lease.

Power to accept Surrender of Leases, and to grant new Leases.

XI. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, at any Time to accept or authorize a Surrender of all or any of the Lands and Buildings comprised in any Lease granted under any of the Powers of this Act, and upon any such Surrender to grant, under any of the said Powers, either to the Person or Persons surrendering or to any other Person or Persons, One or more new Lease or Leases of

of the Lands and Buildings so surrendered, or any Part thereof, either alone or together with other Hereditaments, and with Liberty, in regulating the Terms upon which such new Lease or Leases shall be granted, to make such Allowance or Remuneration, either by way of annual Charge upon the Premises so surrendered or otherwise, to the Person surrendering the same, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the said Trustees or Trustee for the Time being shall think reasonable; but no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time; and also, if Possession of the Lands or Buildings comprised in any Lease granted under any of the Powers of this Act, or comprised in any Contract entered into pursuant to this Act, or any Part thereof, shall be resumed, or such Lands or Buildings shall be entered upon or recovered, under any Condition for Re-entry in such Lease contained, or otherwise, then and in every such Case it shall be lawful for the said Trustees or Trustee for the Time being to grant Leases, or to enter into Contracts for granting and afterwards to grant Leases of the same Premises, under any of the Powers of this Act, in the same Manner as if no Lease or Contract for a Lease thereof had been previously made.

Power to confirm informal Leases, or grant new Leases in lieu thereof.

XII. That if any Lease which shall be granted or which shall purport to be granted under any of the Powers of this Act shall by reason of any technical Error or Informality be void or voidable, then and in every such Case it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to confirm such Lease, or to grant a new Lease of the Lands therein comprised under any of the Powers aforesaid, and subject to the Restrictions herein-before attached to the Exercise of such Power, in lieu of such void or voidable Lease, for any Term of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at a yearly Rent not less in Amount than the Rent which was reserved by such void or voidable Lease.

Evidence of Execution of Counterpart.

XIII. That a Memorandum endorsed on any Lease granted under any of the Powers of this Act, signed by the Persons or Person by whom such Lease shall be granted, or any One of such Persons, acknowledging that they or he have or has received such Counterpart thereof as is hereby required to be executed, to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee and of all Persons claiming under him be *primâ facie* Evidence that such

such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Power to raise Money by Mortgage for Repairs or Improvements.

XIV. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to raise at any Time or Times, by Mortgage of all or any of the Lands and other Hereditaments which shall for the Time being, either by original Devise, or under any Purchase made under any of the Provisions of this Act, or by any other Means whatsoever, be subject to the Trusts and Limitations of the said Will of the said *James Walthall Hammond* the Testator, or such of them as shall be subsisting or capable of taking effect, any Sum or Sums of Money not exceeding altogether the net Amount of Five thousand Pounds, and to apply the same for all or any of the following Purposes; (that is to say,) first, for or towards substantially repairing and improving and (if need be) enlarging all or any of the Houses, Cottages, Farm Buildings, and other Buildings described respectively in the First, Second, and Third Schedules to this Act, or standing on the Lands therein respectively described, or erecting and building on any Part of the last-mentioned Lands any new or additional Houses, Cottages, Farm Buildings, or other Buildings; secondly, for Open-draining all or any of the said Lands described respectively in the Second and Third Schedules to this Act, or any Part thereof respectively, or Under-draining, with Tiles, Pipes, or other durable Materials, all or any of the same Lands, or any Part thereof respectively; and, thirdly, for purchasing Bone Dust or Bone Manure, or other permanent Manure of the same Character, and manuring therewith in a proper and husbandlike Manner such Parts of the Lands described respectively in the Second and Third Schedules to this Act as shall be permanent Pasture Lands, and intended not to be broken up or converted into Tillage: Provided always, that the Money to be applied for all or any of the first-mentioned Purposes shall not exceed in the whole the Sum of Two thousand Pounds, and that the Money to be applied for all or any of the secondly-mentioned Purposes shall not exceed in the whole the Sum of One thousand Pounds, and that the Money to be applied for all or any of the thirdly-mentioned Purposes shall not exceed in the whole the Sum of Two thousand Pounds.

The Trustees to keep down the Interest, and pay off by Degrees the Principal Money.

XV. That after the raising of any Money by Mortgage, under the foregoing Power in that Behalf, the said Trustees or Trustee for the Time being shall, out of the Rents and Profits of the Lands and other Hereditaments which shall for the Time being, either by original Devise, or under any Purchase made under any of the Provisions of this Act, or by any other Means whatsoever, be subject to the Trusts or Limitations of the said Will of the said *James Walthall Hammond*, or such of them as shall be subsisting or capable of taking effect,

effect, keep down all the Interest of such Monies as the same shall become due, and shall annually also thereafter reserve or raise out of the same Rents and Profits, and out of the Interest, Dividends, and Income arising from any such Sinking Fund as shall have been created under the following Provisions, and shall for the Time being be subsisting, One Fifteenth Part of the Amount of the Principal Debt, and apply the same to the Reduction thereof, either by direct Payment to the Lender or other Party to whom the same shall be due, if he or they shall consent or be under Engagements or otherwise required to receive the same, or by the Creation of a Sinking Fund for that Purpose, to the end that the whole of every such Principal Debt may be discharged, with the mesne Interest thereof, out of the said Rents, Profits, Dividends, Interests, and Income, within or at the Expiration of the Period of Fifteen Years from the borrowing thereof; but that if by reason of the Depreciation of any such Sinking Fund, or of the Expenses of the Management or Disposal thereof, or otherwise, the same shall be eventually insufficient to discharge within the said Period of Fifteen Years the whole Principal Debt for the Payment whereof the same shall have been created, then the said Trustees or Trustee for the Time being shall continue to raise yearly in manner aforesaid, out of the Rents, Profits, Dividends, Interest, or Income, a Sum equal to One Fifteenth Part of the original Principal Sum, to be applied or appropriated in manner aforesaid to the Payment of the unpaid Balance thereof, and shall also out of the same Income keep down the Interest thereof; and further, that from and after the Creation of any such Debt as aforesaid, and until the full Discharge thereof, the said Trustees or Trustee for the Time being shall, by and out of the Rents and Profits of the said last-mentioned Lands and Hereditaments, keep all Buildings (if any) to the Repair, Improvement, or Construction whereof the said Debt or any Part thereof shall have been applied insured in their or his Names or Name to the full Value thereof in some public Insurance Office or Offices in *England* against Loss or Damage by Fire, and that all Monies to become due upon any such Insurance shall be forthwith applied by them or him to the Restoration or Repair of the Buildings which shall have been consumed or damaged by Fire.

Penalty on Tenant breaking up Pasture Land.

XVI. That previously to the manuring of any Land, under the foregoing Power in that Behalf, the said Trustees or Trustee for the Time being shall require the Tenant or Occupier thereof to enter into a written Agreement under Seal, that if such Tenant or Occupier, or any Person claiming under him, shall break up or convert into Tillage such Land or any Part thereof, or permit the same or any Part thereof to be broken up or converted into Tillage, then and in every such Case such Tenant or Occupier, his Heirs, Executors, or Administrators, shall pay by way of Penalty an increased Rent of Twenty Pounds

Pounds *per Annum* for every Statute Acre, and so in proportion for every less Quantity than an Acre which shall be so broken up or converted into Tillage, and that such Penalty or increased Rent shall be recoverable in the same Manner as Rent ordinarily reserved.

Penalty on Tenant for Life break-up Pasture Land.

XVII. That if any Land which shall have been manured under the foregoing Power in that Behalf shall be broken up or converted into Tillage, by or with the Consent of the said Trustees or Trustee for the Time being, or any Person for the Time being beneficially entitled to a less Estate in such Land than an Estate of Inheritance in possession, then and in every such Case such Trustees or Trustee, or such Person beneficially interested, as the Case may be, shall incur and be thenceforth liable to the Payment by way of Penalty of the Sum of Twenty Pounds *per Annum* for every Statute Acre, and so in proportion for every less Quantity than an Acre, which shall be so broken up or converted into Tillage, such Penalty to be recoverable by Action at Law as liquidated Damages at the Suit either of the said Trustees or Trustee for the Time being (other than the Trustees or Trustee, if any, by whom such Penalty shall be payable), or of any Person for the Time being beneficially interested (other than the Person beneficially interested, if any, by whom such Penalty shall be payable), and to be applied in the Manner herein-after directed concerning the Monies to arise from any Sale of Lands under the Powers for that Purpose herein-after contained.

Power of Sale of Lands, &c. described in First and Third Schedules.

XVIII. That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to make sale and dispose of all or any of the said Lands and other Hereditaments described respectively in the First and Third Schedules to this Act, or any Part or Parts thereof, either together or in Parcels, and either by Public Auction or by Private Contract, at such Price and in such Manner in all respects as they or he shall think fit, with full Power to insert any special or other Stipulations, either as to Title or Evidence of Title, or otherwise, in any Conditions of or Contract for Sale, and to buy in the said Lands and Hereditaments or any Part thereof, or to rescind or vary any Contract for Sale, and afterwards to sell in manner aforesaid the Premises which shall be so bought in, or as to which any such Contract for Sale shall be so rescinded, without being answerable for any Loss occasioned thereby; and that the said Trustees or Trustee for the Time being shall receive all Monies to arise from any such Sale, and shall with all convenient Speed, with such Consent in Writing as aforesaid, invest the same in the Purchase of other Lands or Hereditaments for an Estate or Estates of Inheritance in Fee Simple convenient to be held with the said Lands and Hereditaments described in the Second Schedule to this Act, or so much thereof as shall then remain unsold, or with some Part or Parts thereof;

Purchase Monies to be invested in Purchase of other Lands;

and

and that all the Lands and Hereditaments which shall be so purchased shall be conveyed or assured unto and to the Use of the said Trustees or Trustee for the Time being, and their or his Heirs and Assigns, upon the same Trusts, and for the same Purposes, and with and subject to the same Powers, Provisoes, and Declarations as are expressed and contained in the said Will of the said *James Walthall Hammond* the Testator concerning his Real Estate thereby devised, or such of them as shall be subsisting or capable of taking effect, but not so as to increase or multiply Charges, and that the same Lands and Hereditaments, when purchased as aforesaid, shall be subject in all respects to all the Powers and Provisions of this Act relating to or affecting the Lands described in the Second Schedule thereto, and may be disposed of or dealt with under the same Powers and Provisions accordingly: Provided always, that it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to apply any Money arising from any such Sale as aforesaid in or towards paying off or discharging any Mortgage or other Charge or Incumbrance for the Time being affecting all or any of the Hereditaments then subject to the then subsisting Trusts or Limitations of the said Will of the said *James Walthall Hammond* the Testator, except those made under the Provisions of this Act: Provided also, that until the Money to arise from every such Sale as aforesaid shall have been invested or disposed of as is herein-before directed, it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent in Writing as aforesaid, to invest such Money or any Part thereof in their or his own Names or Name in any of the Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England*, *Wales*, or *Ireland*, and to transpose and vary such Stocks, Funds, and Securities, and that the Interest and annual Produce of such Stocks, Funds, and Securities shall be paid and applied to the same Persons and in the same Manner as the Rents and Profits of the Hereditaments to be purchased as aforesaid with the Money invested in or upon such Stocks, Funds, and Securities would be payable or applicable in case such Purchase of the same Hereditaments were then actually made.

or in paying off Mortgages, &c.

Trustees to invest Monies until applied as herein directed.

XIX. That the Receipt in Writing of the said Trustees or Trustee for the Time being for any Monies payable to them or him under the Provisions of this Act or of the said Will of the said *James Walthall Hammond* the Testator, or in or about the Execution of any of the Trusts or Powers thereof respectively, shall effectually discharge the Person to whom such Receipt shall be given, his Heirs, Executors, Administrators, and Assigns, from the Monies therein respectively expressed to be received, and from all Responsibility as to the Application thereof, and that no Person advancing Money upon any Mortgage made under the Power for that Purpose herein-before contained,

Trustees Receipts to be effectual Discharges.

and taking for such Money any such Receipt as aforesaid, shall be bound to see that such Money is actually wanted for all or any of the Purposes for which a Mortgage is herein-before authorized to be made, or that no more than is wanted is raised.

Trustees only answerable for their own Acts.

XX. That the said Trustees or Trustee for the Time being shall be chargeable respectively only with so much Money as they respectively shall actually receive, notwithstanding their signing any Receipt for the sake of Conformity, and shall be answerable only for their own Acts, Receipts, and Defaults respectively, and not for those of each other, nor for any Banker, Broker, or other Person with whom any Trust Monies or Securities may be deposited, nor for the Insufficiency or Deficiency of any Stocks, Funds, or Securities, nor for any other Loss or Damage, unless the same shall happen through their own wilful Default respectively; and that it shall be lawful for the said Trustees or Trustee for the Time being, out of the Monies which shall come to their respective Hands, to reimburse themselves respectively, and to allow to their respective Co-Trustee all Costs, Charges, Damages, and Expenses incurred in or about the Execution of any of the Trusts or Powers of the said Will or of this Act, or in relation thereto.

Court of Chancery to make Orders for Taxation of Costs.

XXI. That it shall be lawful for the Court of Chancery, in a summary Way, upon the Petition of the said Trustees or Trustee for the Time being, or of any Person for the Time being beneficially interested under the said Will of the said *James Walthall Hammond* the Testator in the Real Estate of the said Testator thereby devised, or any Part thereof, to make such Orders as the said Court shall think fit for carrying into effect or otherwise facilitating the Execution of all or any of the Powers or Provisions of this Act for the Execution whereof the Direction or Approbation of the said Court is by this Act made requisite, and also for investing any Monies which may be raised under any of the said Powers or Provisions, and also for taxing and settling the Costs, Charges, and Expenses of or preliminary or incidental to the preparing, applying for, and obtaining of this Act, and the carrying of the same or any of the Powers or Provisions thereof into execution, and of making any Applications to the said Court in pursuance of any of the said Powers or Provisions, and also for raising or paying such Costs, Charges, and Expenses respectively.

Interpretation of Terms.

XXII. That in this Act, and so far as relates to the Construction of the same, unless there be something in the Subject or Context repugnant to such Construction, the Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate.

XXIII. Saving

General Saving.

XXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, other than and except the said *Thomas Hector*, as Trustee of the said Will of the said *James Walthall Hammond* the Testator, his Heirs, Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the same Will, and the said *Penelope Broughton*, her Heirs, Executors, Administrators, and Assigns, and the said *Edward Walthall Delves Broughton*, and all other the Sons and Daughters of the said *Penelope Broughton*, and the Heirs of their respective Bodies, and the Heirs of the said *Peter Walthall* the Uncle, their Heirs and Assigns, and all and every other the Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, in or to the Real Estate of the said *James Walthall Hammond* the Testator, devised by his said Will, or in or to any Part thereof, has been devised or directed to be limited, or has descended or devolved, or shall descend or devolve, by virtue of the same Will, and other than and except the said *Edward Delves Broughton*, his Heirs, Executors, Administrators, and Assigns, all such Estate, Right, Title, Claim, and Demand, in, to, or upon the said Lands and Premises, as they, or every or any of them, might respectively have had in case this Act had not been passed.

Short Title.

XXIV. That this Act may be cited for all Purposes as "*Hammond*'s Estate Act, 1855."

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

XXV. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorised 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.

SCHE-

SCHEDULES to which the foregoing Act refers.

FIRST SCHEDULE.

NANTWICH.

Tenants Names.	Description of Premises rented.	Contents.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
	Beam Street.			
Evans, George - -	House and Garden - -	- - -	6 10 –	6 10 –
Hockenhull, Joseph -	House and Garden - -	- - -	6 10 –	6 10 –
Mason, John - -	House and Garden - -	- - -	6 10 –	6 10 –
Mason, William - -	House and Garden - -	- - -	6 10 –	6 10 –
Purcell, Michael -	House and Garden - -	- - -	6 10 –	6 10 –
	Church Lane.			
Ankers, Joseph - -	Cottage and Garden -	- - -	5 – –	5 – –
Carven, Mrs. - -	Cottage and Garden -	- - -	4 10 –	4 10 –
Chater, Rev. A. F. -	Garden - - - -	- - -	1 10 –	1 10 –
Church, Sarah - -	Cottage and Garden -	- - -	5 – –	5 – –
Sant, Sarah - -	Cottage and Garden -	- - -	4 10 –	4 10 –
	Hospital Street.			
Billington, Henry -	Cottage and Garden -	- - -	4 – –	4 – –
Jarvis, Thomas - -	Cottage and Garden -	- - -	3 – –	3 – –
Mottershaw, George -	Cottage and Garden -	- - -	5 – –	5 – –
Palmer, John - -	House, Shop, and Garden	- - -	15 – –	15 – –
Till, John - - -	Cottage and Garden -	- - -	4 – –	4 – –
	Snow Hill.			
Basford, William -	Cottage and Garden -	- - -	4 – –	4 – –
Billington, John - -	Cottage and Garden -	- - -	3 3 –	3 3 –
Bostock, John - -	Stable - - - -	- - -	1 10 –	1 10 –
Blythin, Elizabeth -	House and Garden - -	- - -	6 10 –	6 10 –
Brierley, Phœbe - -	Cottage and Garden -	- - -	2 10 –	2 10 –
Cawley, Thomas -	Cottage and Smithy -	- - -	6 6 –	6 6 –
Ditto - - -	Garden - - - -	- - -	1 6 –	1 6 –
Farmer, William - -	Cottage and Garden -	- - -	5 5 –	5 5 –
Moulton, Eliza - -	Cottage and Garden -	- - -	4 4 –	4 4 –
Reade, Thomas - -	Cottage and Garden -	- - -	4 14 6	4 14 6
Robinson, William -	Cottage and Garden -	- - -	5 5 –	5 5 –
Sharratt, Thomas -	Cottage and Garden -	- - -	4 – –	4 – –
Smith, John - -	Cottage and Garden -	- - -	5 10 –	5 10 –
Taylor, William - -	Garden - - - -	- - -	1 – –	1 – –

Hammond's Estate Act, 1855.

Tenants Names.	Description of Premises rented.	Contents.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
	Wall Lane.			
Billington, Hugh -	Cottage - - -	- - -	3 10 –	3 10 –
Bostock, Thomas -	Cottage - - -	- - -	4 – –	4 – –
Bramhall, William -	Cottage - - -	- - -	3 – –	3 – –
Edge, William - -	Garden - - -	- - -	– 9 –	– 9 –
Farmer, Robert - -	Cottage - - -	- - -	4 – –	4 – –
Farmer, William -	Cottage - - -	- - -	3 – –	3 – –
Harding, William -	Cottage - - -	- - -	4 4 –	4 4 –
Maddock, James - -	Cottage - - -	- - -	4 – –	4 – –
Nixon, Thomas - -	Cottage - - -	- - -	3 10 –	3 10 –
Robinson, Charles -	Cottage - - -	- - -	3 10 –	3 10 –
Robinson, William -	Cottage - - -	- - -	3 10 –	3 10 –
Sharratt, James - -	Cottage - - -	- - -	4 10 –	4 10 –
Tomkinson, Edward -	House and Garden -	- - -	9 – –	9 – –
Tomkinson, William -	Garden - - -	- - -	1 – –	1 – –
Wade, James - -	Cottage - - -	- - -	4 – –	4 – –
		—	194 6 6	194 6 6
Fitton, William - -	Worleston Meadow -	11 1 5	27 – –	27 – –
Fowles, William - -	The Wall Fields Farm -	44 2 2	149 10 –	149 10 –
		55 3 7	370 16 6	370 16 6

Tho'. Speakman.

SECOND SCHEDULE.

WISTASTON.

Tenants Names.	Description of Premises rented.	Contents.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
Basford, Samuel -	Farm and Land - -	69 2 9	88 – –	88 – –
Beech, William - -	Cottage, Garden, and Croft	0 3 37	6 14 –	6 14 –
Bratherton, John -	House and Land - -	2 2 11	11 10 –	11 10 –
Broughton, Mrs. - -	House and Garden - -	0 1 0	18 – –	18 – –
Cappur, Elizabeth -	House and Land - -	2 2 34	7 – –	7 – –
Collier, Henry - -	House, Smithy, and Land	4 3 12	22 – –	22 – –
Cross, Henry - -	Lodge and Garden - -	0 0 20	5 – –	5 – –
Dodd, Thomas - -	House and Land - -	2 2 14	8 10 –	8 10 –
Downing, Jane and Joseph.	House and Land - -	2 0 6	7 10 –	7 10 –
Dunning, Thomas -	Cottage and Garden -	0 2 36	5 5 –	5 5 –
Fisher, John - -	The Rockwood Inn and Land	5 2 9	24 – –	24 – –
Garner, John - -	House and Land - -	5 1 39	16 – –	16 – –
Hancock, Thomas -	Farm and Land - -	90 0 0	143 – –	143 – –
Hector, Thomas, Esq. -	House and Garden - -	0 0 20	10 – –	10 – –
Holloway, William -	House, Garden, and Orchard	0 2 19	9 – –	9 – –
Hopley, Sarah - -	House and Land - -	5 1 27	14 5 –	14 5 –
Lea, Samuel - -	The West End Farm -	134 3 19	180 – –	180 – –

Hammond's Estate Act, 1855.

Tenants Names.	Description of Premises rented.	Contents.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
Leigh, John - -	Cottage, Garden, and Wheelwright's Shop.	0 2 32	12 – –	12 – –
Lovatt, William - -	Cottage, Garden, and Croft	0 2 11	4 10 –	4 10 –
Morgan, John - -	Cottage and Garden -	0 0 32	6 – –	6 – –
Mottram, Widow -	Farm and Land - -	42 0 3	65 – –	65 – –
Mullock, Thomas -	Cottage, Garden, and Croft	0 2 14	4 10 –	4 10 –
Pace, James - -	Land - - - - -	3 2 12	3 – –	3 – –
Perrin, William - -	Church House Farm -	182 0 35	360 – –	360 – –
Perrin, Martha - -	House, Building, and Land	8 2 25	30 – –	30 – –
Powell, William - -	Land - - - - -	2 3 29	3 – –	3 – –
Smith, James - -	House and Garden - -	0 0 20	3 – –	3 – –
Smith, James (Clerk) -	House and Garden - -	0 0 33	4 – –	4 – –
Smith, Joseph - -	House and Land - -	4 1 23	10 – –	10 – –
Wakefield, Thomas -	Farm and Land - -	141 1 5	231 – –	231 – –
Wilkinson, Sarah -	Farm and Land - -	98 0 11	157 – –	157 – –
Wilkinson, Joseph -	The Swan Fields - -	29 0 7	30 – –	30 – –
Whittingham, Samuel -	Cottage and Garden -	0 1 2	4 – –	4 – –
Wood, Thomas - -	The Rising Sun Inn and Land	5 0 16	25 – –	25 – –
Wright, William - -	Land - - - - -	1 0 0	2 – –	2 – –
	Charity School - - -	0 0 9	- - -	3 – –
Broughton, Edward Delves, Esq.	Mansion, Gardens, and Lands	55 0 20	- - -	166 16 8
Ditto - - - -	Woodlands, &c. - -	44 0 18	- - -	44 17 11
		948 2 29	1,529 14 –	1,744 8 7

Tho. *Speakman*.

THIRD SCHEDULE.

HASLINGTON.

Tenants Names.	Description of Premises rented.	Contents.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
Broughton, Edward Delves, Esq.	Plantation - - -	1 0 23	- - -	1 10 –
Pedley, Richard - -	Hall O'Heath Farm -	168 0 25	255 – –	255 – –
		169 1 8	255 – –	256 10 –

Tho. *Speakman*.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1855.