



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 18.

An Act for enabling the Committee of the Estate of *Le Gendre Pierce Starkie* Esquire, a Lunatic, to grant Leases of his settled Estates.

[21st July 1835.]

WHEREAS *Le Gendre Starkie*, heretofore of *Huntroyde* in the County of *Lancaster*, the paternal Grandfather of *Le Gendre Pierce Starkie*, a Lunatic, herein-after named, made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *August* One thousand seven hundred and ninety-one, and duly executed and attested for devising Freehold Estates, and thereby, after reciting that he was entitled by virtue of the last Will and Testament of *Pierce Starkie* Esquire, bearing Date the First Day of *May* One thousand seven hundred and fifty-eight, and of a Codicil thereto, dated the Thirty-first Day of *March* One thousand seven hundred and fifty-nine, to an Estate for Life in the Manors or Lordships of *Tonge* in the Parish of *Bolton* in the said County of *Lancaster*, and *West Houghton* in the Parish of *Dean* in the said County of *Lancaster*, and also in divers Capital Messuages, Lands, Tenements, and Hereditaments situate at *Huntroyde*, *Simonstone*, *Shuttleworth Hall*, *Hapton*, *Snydle*, *West Houghton*, *Tonge*, *Sunderland*, and in the Parish of *Blackburn* in the said County of *Lancaster*, and also in the Advowson of the Church or Parochial

Will of *Le Gendre Starkie*, Esquire, 10th August 1791.

[Private.]

Chapel of *Padigham* in the said County of *Lancaster*, and in divers other Messuages, Cottages, Mills, Kilns, Lands, Tenements, Tithes, and Hereditaments within the several Parishes, Townships, Hamlets, Precincts, or Territories of *Simonstone, Padigham, Hapton, Huncoat, Clitheroe, Tonge, Bolton-in-the-Moors, Harwood* in the Parish of *Bolton-in-the-Moors, West Houghton, Heaton, Worsley, Tildesley-with-Shakerley, Kearsley, Salford*, and in the Parishes of *Dean* and *Blackburn*, and in *Bashall* in the West Riding of the County of *York*, and elsewhere in that County, and also in divers Copyhold and Customary Hereditaments situate within the Manor of *Ightenhill* in the said County of *Lancaster*, and in the Forest or Chace of *Pendle* within the said Manor, and also within the Manors of *Chatburn, Worston, and Pendleton* in the said County, and also in the Capital Messuage or Tenement called *Mearley Hall*, in *Mearley* in the said County of *Lancaster*, and another Messuage or Tenement called the *Hill Top*, in *Mearley* aforesaid, then late the Estate of *Allen Harrison* Esquire, deceased; and further reciting, that his Son *Le Gendre Pierce Starkie* (the Father of the said *Le Gendre Pierce Starkie* the Lunatic) would upon his the Testator's Death become entitled under the said Will and Codicil of the said *Pierce Starkie* to an Estate Tail in the several Freehold and Copyhold Estates so devised by the Will of the said *Pierce Starkie* as aforesaid; and further reciting, that by certain Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *October* One thousand seven hundred and sixty-nine, being a Settlement made previous to his the said Testator's Marriage with *Frances Starkie* his then Wife, formerly *Frances Hawksworth*, the Moiety of the Manor or reputed Manor or Lordship of *Cottam* in the said County of *Lancaster*, and of divers Messuages, Lands, Tenements, and Hereditaments in the Counties of *Lancaster* and *Westmorland* in the said Will more particularly mentioned, and of all other the Messuages, Lands, Tenements, and Hereditaments whatsoever then late of *Sarah Starkie* the Mother of the said Testator in the said Counties of *Lancaster* and *Westmorland* or either of them, were settled and limited, after the Death of the said *Sarah Starkie*, to the said Testator *Le Gendre Starkie* for Life, with Remainder to his said Wife for Life by way of Jointure in bar of Dower, with Remainder to the Daughters and younger Sons of him the said Testator *Le Gendre Starkie* and *Frances* his Wife, with Remainder to him the said *Le Gendre Starkie* in Fee Simple; and further reciting, that the said Moiety of the said Manors and all other the Hereditaments within the said Counties of *Lancaster* and *Westmorland* comprised in the said Settlement had by virtue of a Power therein contained been sold, and the Money arising from such Sale, according to the Terms of such Power, was to be laid out in other Lands and Hereditaments to be settled to the like Uses to which the said last-mentioned Premises stood limited previous to such Sale; and further reciting, that the said Testator *Le Gendre Starkie* had then only One Child living by his said Wife *Frances Starkie*, the said *Le Gendre Pierce Starkie* the Father, who had Issue One Son only, called *Le Gendre Starkie*, an Infant of the Age of Six Months or thereabouts, and that he the said Testator was desirous that the Money arising from the Sale of the said Estates comprised in his said Marriage Settlement, or the Hereditaments to be purchased therewith,
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and all other the Hereditaments whatsoever of the said *Le Gendre Starkie* the Grandfather of which he had Power to dispose, and also the Estates devised by the Will of the said *Pierce Starkie*, should be settled in manner therein-after directed concerning the same; the said *Le Gendre Starkie* the Grandfather declared his Will to be, and thereby gave, devised, and bequeathed the Money produced from such Sale as aforesaid, or the Hereditaments which should have been purchased therewith, from and after the Death of his said Wife in case she should survive him, and the Determination of the Estate thereby limited to his Daughters and younger Sons by her by Failure of such Issue, and also all other his Manors, Messuages, Lands, Tenements, Rents, Hereditaments, and Real Estates, of what Nature or Kind soever, in Possession, Reversion, Remainder, or Expectancy, from and immediately after his Decease, unto his the said Testator's Cousin *Nicholas Starkie* Esquire, and *Joseph Allen* the younger, Gentleman, their Heirs and Assigns, upon Trust nevertheless to convey, settle, and assure the said Money produced from such Sale of the said Hereditaments comprised in the said Indenture of Release or Settlement, or the Lands and Hereditaments which should have been purchased with the same, and also all other his Manors, Hereditaments, and Real Estate whatsoever of which he the said *Le Gendre Starkie* the Grandfather had a Power to dispose, to his Cousin *Thomas Winckley* of *Preston* in the said County of *Lancaster*, Esquire, the Reverend *Geoffrey Hornby*, Rector of *Winwick* in the said County of *Lancaster*, and *Thomas Clayton* of *Carr Hall* in the said County of *Lancaster*, Esquire, and their Heirs, to, upon, for, and subject to the Uses, Trusts, and Purposes, Powers, Provisoos, Limitations, and Conditions therein-after expressed concerning the same, and in part herein-after mentioned; that is to say, to the Use of his the said Testator's said Son the said *Le Gendre Pierce Starkie* the Father, and his Assigns, during his Life, with Liberty to cut down Timber and Wood, and to get Stone for Buildings and Repairs upon the Premises, but for no other Purpose, and also to get Coals, as well for Sale as for his own Family Use; with Remainder to the Use of the said *Le Gendre Starkie* the Grandson, and his Assigns, for his Life, with the like Liberties; with Remainder to the First and other Sons of the said *Le Gendre Starkie* the Grandson, successively in Tail Male; with Remainder to the Second and other Sons of the said *Le Gendre Pierce Starkie* the Father, successively in Tail Male; with divers Remainders over; with the ultimate Remainder or Reversion to the Testator's own right Heirs for ever; and the said Testator did thereby declare, that no such Conveyance and Settlement as aforesaid should be made unless his said Son *Le Gendre Pierce Starkie* the Father should previous thereto, and within Twelve Calendar Months next after he should have attained the Age of Twenty-one Years, or after his the said Testator's Death, whichever should first happen, by proper Recoveries and other Assurances, as in the said Will mentioned, convey, settle, surrender, and assure all the said Manors, Messuages, Lands, Tenements, Advowson, Rents, Tithes, Hereditaments, and Premises comprised or mentioned in the Will or Codicil of the said *Pierce Starkie*, as well Freehold as Copyhold, and all such other Lands, Tenements, and Hereditaments as had since the Death of the said *Pierce Starkie* been purchased with Part of his Personal Estate,

Estate, and settled to the Uses of his said Will, to the Use of the said Testator's Son the said *Le Gendre Pierce Starkie* the Father, or his Assigns, during his natural Life, with such Liberties as herein-before mentioned; with Remainder to Trustees to preserve contingent Remainders; with Remainder to the Use of the said *Le Gendre Starkie* the Grandson, and his Assigns, for his Life, with the like Liberties; with Remainder to Trustees, to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Le Gendre Starkie* the Grandson, successively in Tail Male; with Remainder to the Second and other younger Sons of the said *Le Gendre Pierce Starkie* the Father, successively in Tail Male; with such Remainders over as are mentioned in the said Will; with the ultimate Remainder to his the said Testator's own right Heirs; in which Settlement or Settlements it was by the now-reciting Will declared, that there should be contained, among other Powers and Provisoos, such Powers to grant Leases as were in the said Will mentioned, and are herein-after, in the Recital of the Indentures of Lease and Release and Settlement of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, made pursuant thereto, more particularly set forth or referred to; and the said Testator by his said Will bequeathed all the Residue of his Personal Estate unto the said *Thomas Winckley, Geoffrey Hornby, and Thomas Clayton*, their Executors and Administrators, upon Trust, when his said Son should have suffered such Recoveries and made such Settlements as aforesaid, to lay out and invest the same (after such Deductions as therein mentioned) in One or more Purchases of Freehold or Copyhold Lands, Tenements, and Hereditaments in the Counties of *Lancaster* or *York*, of an Estate of Inheritance in Fee Simple, and to convey, settle, and assure such Lands, Tenements, and Hereditaments, when purchased, (subject to certain Life Annuities therein-before by him given to his Wife and Miss *Sophia Reynolds* and *Joseph Dixon*, if they respectively should be then living,) to the Use of such and the same Person and Persons, and for the same Uses and Purposes, and under and subject to the same Conditions, Restrictions, Provisoos, and Limitations, and in such Manner and Form, as the Money which had arisen from the Sale of the Moieties of the said Hereditaments comprised in the said Indenture of Release and Settlement made previous to his the said Testator's Marriage, and the Estates to be purchased therewith, and his own other Real Estates, should, upon the Contingencies aforesaid, become and be to be settled pursuant to the Directions therein-before contained in that Behalf, or as nearly agreeable thereto as Circumstances would admit of; and the said Testator appointed the said *Thomas Winckley, Geoffrey Hornby, and Thomas Clayton* Executors of his said Will; and he declared, that in case any or either of them should die during the Continuance of the Trusts thereby reposed in them, or should be desirous of being discharged therefrom, it should be lawful for the Survivors or Survivor, or others or other of them, to appoint One or more Trustee or Trustees in the Room of him or them so dying or desiring to be discharged; and in every such Case all the said Trust Estates, Monies, Stocks, Funds, and Securities should be conveyed, assigned, and transferred so and in such Manner as that the same might be legally vested in such surviving or continuing Trustee and such new Trustee or Trustees upon the
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the Trusts then subsisting touching the same: And whereas the said *Le Gendre Starkie* the Grandfather departed this Life on the Eighth Day of *September* One thousand seven hundred and ninety-one, without revoking or altering his said Will, leaving the said *Frances* his Wife, and the said *Le Gendre Pierce Starkie* the Father, his only Child and Heir at Law, him surviving, and his said Will was shortly afterwards proved by the said *Geoffrey Hornby* and *Thomas Clayton* only in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, the Release being of Three Parts, and made between the said *Le Gendre Pierce Starkie* the Father, and *Joseph Allen* the elder, Gentleman, of the First Part, the said *Nicholas Starkie* and *Joseph Allen* the younger of the Second Part, and *Walter Fawkes* of *Farnley* in the County of *York*, Esquire, the said *Geoffrey Hornby* and *Thomas Clayton*, of the Third Part, (being a Conveyance and Settlement by or on the Part of the said *Le Gendre Pierce Starkie* the Father of the said Estates of the said *Pierce Starkie* deceased to the Uses directed by the said Will of the said *Le Gendre Starkie* the Grandfather, in compliance with the Condition therein contained,) the Release reciting or referring to (among other Things) the said Will of the said *Le Gendre Starkie* the Grandfather, and his Death, and that the said *Thomas Winckley* having declined to act, not only in the Probate and Executorship of the said Will, but also refused to be named a Trustee in any Settlement to be made in pursuance of the Trusts and Performance of the Conditions therein for that Purpose contained, had renounced the Probate of the said Will, and it had been agreed between all the said Parties thereto that the said *Walter Fawkes* should be nominated a Trustee in the Room of the said *Thomas Winckley*; and also a certain Indenture of Three Parts, bearing Date the Eighteenth Day of *January* One thousand seven hundred and ninety-two, and made between the said *Le Gendre Pierce Starkie* the Father and *Charlotte Starkie* his Wife of the First Part, *Martin Richardson* Gentleman of the Second Part, and the said *Joseph Allen* the elder of the Third Part, and enrolled in His Majesty's High Court of Chancery; and another Indenture of Three Parts, also bearing Date the Eighteenth Day of *January* One thousand seven hundred and ninety-two, and made between the said *Le Gendre Pierce Starkie* the Father and *Charlotte* his Wife of the First Part, the said *Joseph Allen* the younger of the Second Part, and the said *Joseph Allen* the elder of the Third Part, also enrolled in the said High Court of Chancery; and Two Common Recoveries in the said Release mentioned to have been duly suffered in pursuance of the same Indentures enrolled, whereby respectively the Manors and other Hereditaments in the Counties of *Lancaster* and *York*, in the same Indentures enrolled comprised, being the Estates devised and settled by the said Will of the said *Pierce Starkie* deceased, were mentioned in the said Release to be limited to the Use of the said *Le Gendre Pierce Starkie* the Father and *Joseph Allen* the elder, and the Heirs and Assigns of the said *Joseph Allen* the elder, for ever, nevertheless, as to the Estate of the said *Joseph Allen* the elder and his Heirs therein, in Trust for the said *Le Gendre Pierce Starkie* the Father, his Heirs and Assigns, for ever; and further reciting, that on

Settlement of
13th & 14th
April 1792.

[Private.]

the First Day of *February* One thousand seven hundred and ninety-two the said *Le Gendre Pierce Starkie* the Father, and by his Direction *John Clayton* Esquire, did severally surrender into the Hands of the Lord of the Manor of *Chatburn, Worston, and Pendleton* in the said County of *Lancaster*, according to the Custom thereof, certain Copyhold Lands and Hereditaments in the said Manor of *Chatburn, Worston, and Pendleton*, in the said Release described or referred to, to the Use of the said *Walter Fawkes, Geoffrey Hornby, and Thomas Clayton*, their Heirs and Assigns, who are in the said Indenture of the Fourteenth Day of *April* One thousand seven hundred and ninety-two mentioned to have been, at a Court held for the said last-mentioned Manor on or about the Seventh Day of *March* One thousand seven hundred and ninety-two, duly admitted to the said respective Premises, to the Intent that they should stand seised of and in the said Premises in Trust for such Person or Persons, Estate and Estates, Uses, Intents, and Purposes as the said *Le Gendre Pierce Starkie* the Father should by any Deed or Deeds under his Hand and Seal, and attested by Two or more credible Witnesses, direct, limit, or appoint; and that on the First Day of *February* One thousand seven hundred and ninety-two he the said *Le Gendre Pierce Starkie* the Father, and by his Direction the said *John Clayton*, did surrender into the Hands of the Lords of the Manor of *Ightenhill* in the County of *Lancaster*, according to the Custom thereof, certain Copyhold Messuages, Lands, Tenements, and Hereditaments in the said Manor of *Ightenhill*, in the said Release described or referred to, to the Use of the said *Walter Fawkes, Geoffrey Hornby, and Thomas Clayton*, their Heirs and Assigns, who are therein mentioned to have been, at a Special Court held for the last-mentioned Manor on or about the Eighth Day of *March* One thousand seven hundred and ninety-two, duly admitted to the last-mentioned Premises respectively, to the Intent that they should stand seised of and in the Premises last before mentioned in Trust for such Person or Persons, Estate or Estates, Uses, Intents, and Purposes as the said *Le Gendre Pierce Starkie* the Father should by any Deed or Deeds under his Hand and Seal, and attested by Two or more credible Witnesses, direct, limit, or appoint; and that on the said First Day of *February* One thousand seven hundred and ninety-two he the said *Le Gendre Pierce Starkie* the Father, and by his Direction the said *John Clayton*, did severally surrender into the Hands of the Lords of the Forest of *Pendle* in the said County of *Lancaster*, according to the Custom thereof, certain Messuages, Lands, Tenements, and Hereditaments within the said Forest or Chace of *Pendle*, in the said Release described or referred to, to the Use of the said *Walter Fawkes, Geoffrey Hornby, and Thomas Clayton*, their Heirs and Assigns, according to the Custom of the said Forest, who are therein mentioned to have been, at a Special Court held for the same Forest on or about the said Eighth Day of *March* One thousand seven hundred and ninety-two, duly admitted to the last-mentioned Premises, to the Intent that they should stand seised of and in the said last-mentioned Premises in Trust for such Person or Persons, Estate and Estates, Uses, Intents, and Purposes as the said *Le Gendre Pierce Starkie* the Father should by any Deed or Deeds under his Hand and Seal, and attested by Two or more credible Witnesses, direct, limit, or appoint; and that on the said

First Day of *February* One thousand seven hundred and ninety-two he the said *Le Gendre Pierce Starkie* the Father, and by his Direction the said *John Clayton*, did severally surrender into the Hands of the Lords of the Wapentake or Hundred of *Blackburn*, according to the Custom thereof, certain Lands within the said Wapentake or Hundred, in the said Release described or referred to, to the Use of the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, their Heirs and Assigns, for ever, who are therein mentioned to have been, at a Special Court held for the said Wapentake or Hundred on or about the Seventh Day of *March* One thousand seven hundred and ninety-two, duly admitted to the last-mentioned Premises, to the Intent that they should stand seised of and in the same in Trust for such Person or Persons, Estate and Estates, Uses, Intents, and Purposes as the said *Le Gendre Pierce Starkie* the Father should by any Deed or Deeds under his Hand and Seal, and attested by Two or more credible Witnesses, direct, limit, or appoint; it is by the said Indenture of Release of the Fourteenth Day of *April* One thousand seven hundred and ninety-two witnessed, that for the Considerations therein expressed the said *Joseph Allen* the elder (by the Direction of the said *Le Gendre Pierce Starkie* the Father) did bargain, sell, alien, and release, and the said *Le Gendre Pierce Starkie* the Father did grant, bargain, sell, alien, release, and confirm, unto the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, the said Manors or Lordships or reputed Manors or Lordships of *Tonge* and *West Houghton* in the said County of *Lancaster*, the said Capital Messuage called *Huntroyde*, situate in *Simonstone* aforesaid in the said County of *Lancaster*, with the Demesne and other Lands thereunto belonging, or therewith usually occupied or enjoyed, the said Manor of *Great Mearley* in the same County, and divers other Messuages, Lands, Tenements, and Hereditaments in the said County of *Lancaster* and in the County of *York*, therein described, and also all and every other the Freehold Manors and Hereditaments whatsoever of him the said *Le Gendre Pierce Starkie* the Father, or whereof or wherein he, or the said *Joseph Allen* the elder, or any other Person or Persons in Trust for him the said *Le Gendre Pierce Starkie* the Father, was or were seised for any Estate of Freehold or Inheritance, situate, lying, and being within the said Counties of *Lancaster* and *York*, or either of them, which in and by the said Two several Indentures of the Eighteenth Day of *January* One thousand seven hundred and ninety-two, and Common Recoveries suffered in pursuance thereof, were conveyed and limited to the Use of the said *Le Gendre Pierce Starkie* the Father and *Joseph Allen* the elder, and the Heirs and Assigns of him the said *Joseph Allen*, for ever, nevertheless, as to the Estate and Interest of him the said *Joseph Allen* the elder, and his Heirs therein, in Trust for the said *Le Gendre Pierce Starkie* the Father, his Heirs and Assigns for ever, to hold unto the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, their Heirs and Assigns; to the Use of the said *Le Gendre Pierce Starkie* the Father, during his Life; Remainder to the Use of the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, and their Heirs, during the Life of the said *Le Gendre Pierce Starkie* the Father, upon Trust to preserve the contingent Uses and Estates therein-after limited; Remainder to the Use of the said *Le Gendre Starkie* the Grandson (the then

then only Son of the said *Le Gendre Pierce Starkie* the Father) during his Life; Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Le Gendre Starkie* the Grandson, upon Trust to preserve the contingent Uses and Estates therein-after limited; Remainder to the Use of the First and every other Son of the said *Le Gendre Starkie* the Grandson, successively in Tail Male; Remainder to the Use of the Second and every other younger Son of the said *Le Gendre Pierce Starkie* the Father, successively in Tail Male; with divers Remainders over; and with the ultimate Remainder or Reversion to the Use of the right Heirs of *Le Gendre Starkie* the Grandfather, for ever; and in the said Indenture of Release were contained Provisions or Powers enabling the said *Le Gendre Pierce Starkie* the Father, and the said *Le Gendre Starkie* the Grandson, (and several other Persons therein named, to whom the said Estates thereby settled were successively limited as Tenants for Life in Remainder subsequent to the said Limitations thereof to the Use of the Second and other Sons of the said *Le Gendre Pierce Starkie* the Father, in Tail Male,) when and as they should respectively be in the actual Possession of the said Premises under the Limitations aforesaid, and also the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, and the Survivors and Survivor of them, and the Heirs of such Survivor, during the Minority of such Issue as therein mentioned entitled in Possession to the said Hereditaments, to demise and lease the same Hereditaments and Premises or any Part thereof, (except the said Capital Mansion House called *Huntroyde*, and the Demesne and other Lands thereunto belonging or therewith usually occupied, with their Appurtenances,) in Possession for any Term not exceeding Twenty-one Years, and subject to the Conditions and Restrictions therein mentioned, and to demise and lease all or any of the Mines of Coal, Lead, or other Minerals under all or any of the Premises thereby settled (except as aforesaid) in Possession for any Term not exceeding Twenty-one Years, and subject to the Conditions and Restrictions therein mentioned; and it was by the said Indenture of the Fourteenth Day of *April* One thousand seven hundred and ninety-two (the Sealing and Delivery whereof by the said *Le Gendre Pierce Starkie* the Father was attested by Two Witnesses) further witnessed; that for the Considerations therein expressed the said *Le Gendre Pierce Starkie* the Father, in pursuance of the several Powers to him reserved under the said Four Surrenders of the First Day of *February* One thousand seven hundred and ninety-two, and the Admissions thereupon, did appoint that all and every the Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments whereunto the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton* were admitted, as therein mentioned, should be and remain, and that the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton* should stand seised thereof, in Trust for such Persons, for such Estates, Uses, and Purposes, and subject to such Powers, Provisoos, and Limitations over as were therein-before contained concerning the said Freehold Hereditaments within the Counties of *Lancaster* and *York*, or as near thereto as might be, and the Rules of Law and Equity would admit of; and in the said Indenture is contained a Recital that the said Testator *Le Gendre Starkie* was not at the Time of making his said Will or at the Time of his Death seised of any Real Estates whatsoever,

soever, either in Possession or Reversion, whereof he had Power to dispose, save and except the Reversion or Remainder expectant as aforesaid of and in the Money produced from the Sale of the said undivided Moiety of the said several Estates within the Counties of *Westmorland* and *Lancaster*, comprised in the said Indentures of the Third and Fourth Days of *October* One thousand seven hundred and sixty-nine, which Money (the same being in Equity to be considered as Real Estate) was the only Real Property which by virtue of the said Will passed to and vested in the said *Nicholas Starkie* and *Joseph Allen* the younger and their Heirs: And whereas by Indenture of Four Parts, bearing Date the Fifteenth Day of *May* One thousand seven hundred and ninety-two, and made between the said *Le Gendre Pierce Starkie* the Father of the First Part, the said *Charlotte Starkie* his Wife of the Second Part, *Thomas Parker* Esquire, and the Reverend *Thomas Moss* Clerk, of the Third Part, and the said *Joseph Allen* the younger, and *George Clayton*, Merchant, of the Fourth Part, he the said *Le Gendre Pierce Starkie* the Father, by virtue of a Power to him reserved by the said Indenture of the Fourteenth Day of *April* then last, appointed One yearly Rent-charge of Three hundred Pounds to be issuing out of the said Manors and Freehold Hereditaments by the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *April* then last limited to him the said *Le Gendre Pierce Starkie* the Father, and which he was seised of for his Life, as therein and herein-before mentioned, to hold the said yearly Rent-charge unto the said *Charlotte Starkie* from the Decease of the said *Le Gendre Pierce Starkie*, in case she should survive him during her Life, payable quarterly on the Days therein mentioned, without Deduction, for her Jointure, and in bar of her Dower; and the said *Le Gendre Pierce Starkie* the Father thereby appointed the Hereditaments so charged unto the said *Thomas Parker* and *Thomas Moss* for the Term of Ninety-nine Years from the Date thereof, if the said *Charlotte Starkie* should so long live, without Impeachment of Waste, upon such Trusts as are therein expressed for better securing and raising the said yearly Rent-charge; and he thereby subjected the said Manors and Hereditaments charged therewith as aforesaid (except the Mansion House and Demesne Lands at *Huntroyde*, and the Premises usually held therewith, as aforesaid,) to the raising and Payment of the Sum of Fifteen thousand Pounds for the Portions of the Children of him the said *Le Gendre Pierce Starkie* the Father by the said *Charlotte* his Wife, except the eldest or only Son for the Time being, divisible between them equally, and payable to Sons at the Age of Twenty-one Years, and to Daughters at such Age or on Marriage, which should first happen, and with such Maintenance in the meantime as therein expressed; and he appointed the Hereditaments so charged (except as therein-before excepted) unto the said *Joseph Allen* the younger and *George Clayton* for the Term of One thousand Years from the Day next after the Day of the Date thereof, without Impeachment of Waste, upon such Trusts for better securing and raising such Portions and Maintenance as are therein expressed, and subject to a Proviso for the Cesser of such Term when the Trusts thereof should have been performed: And whereas an Act of Parliament was made and passed in the Thirty-eighth Year of

Indenture of
15th May
1792.

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38 G. 3. c. 70. the Reign of His late Majesty King *George* the Third, intituled *An Act for allowing Timber to be cut upon the settled Estates of Le Gendre Pierce Starkie Esquire, and applying the Money to arise therefrom in the Purchase of other Estates to be settled to the same Uses, and allowing Conveyances in Fee and Leases for long Terms of Years to be made of Part of such settled Estates, for the Purpose of building*, whereby, after reciting the said Indentures of Lease and Release and Settlement of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and the said Indenture of the Fifteenth Day of *May* One thousand seven hundred and ninety-two, and also reciting (among other Things) that the said *Le Gendre Pierce Starkie* the Father had had Issue born since the making of the said Settlement One younger Son named *Le Gendre Pierce Starkie* (being the said *Le Gendre Pierce Starkie* now a Lunatic), and that the said *Walter Fawkes* was then dead, it was by the now-reciting Act enacted, that it should be lawful for the said *Geoffrey Hornby* and *Thomas Clayton*, or the Survivor of them, with such Consent as therein mentianed, to enter upon the said Manors and Hereditaments comprised in the said Indentures of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and cut down, sell, and dispose of Timber and other Trees growing thereon, in manner directed by the said Act, and after deducting certain Costs, Charges, and Expences, and making Compensation for Damages, as therein mentioned, to lay out the clear Surplus of the Monies to arise from the Sale of such Timber and Trees in the Purchase of Freehold or Copyhold Hereditaments in the said Counties of *Lancaster* and *York*, or one of them, and to settle or cause the Hereditaments so to be purchased to be settled to, upon, and subject to such and so many Uses, Trusts, and Purposes, Powers, Provisoos, Conditions, and Limitations, as in and by the said Indentures of the Fourteenth of *April* One thousand seven hundred and ninety-two and the Fifteenth Day of *May* One thousand seven hundred and ninety-two were expressed and declared concerning the Manors and Hereditaments therein comprised (other than and except the said Mansion House and Demesne Lands at *Huntroyde*), or such and so many of them as should be then subsisting and capable of taking effect; and it was by the now-reciting Act further enacted, that it should thenceforth be lawful for the said *Le Gendre Pierce Starkie* the Father, during his Life, and after his Decease for the Person who for the Time being should by virtue of the Limitations contained in the said Indenture of Release and Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two be in the actual Possession of the said Hereditaments thereby released, or entitled to the Receipt of the Rents and Profits thereof, or if such Person should be a Minor, then for his Guardian or Guardians, by Indenture or Indentures, executed as therein mentioned, from Time to Time to dispose in manner therein-after mentioned of such Part or Parts of the same Hereditaments as were situate in the Towns or Townships of *Salford*, *Bolton-le-Moors*, and *Tonge*, to any Person or Persons contracting for or desirous of building upon and improving the same, that is to say, to grant and convey the same Hereditaments or any Parts thereof to any Person or Persons, his, her,

for their Heirs or Assigns, for ever, or to lease or demise the same or any Parts thereof for any Term of Years whatsoever, for the Purpose of building any new Houses or Buildings, or of laying out any Parcel or Parcels of Ground as or for Ways, Passages, Streets, or Avenues, for the Use and Convenience of the Purchasers, Lessees, and other the Tenants or Occupiers of the same Hereditaments, or as or for any Courts, Yards, or Gardens to any such Houses or Buildings, or for the Purpose of rebuilding or repairing any of the Messuages, Erections, or Buildings that were then or should thereafter be standing upon or in any Part or Parts of the same Hereditaments, so that there were reserved on every such Grant, Conveyance, Lease, or Demise the best or most improved yearly Rent or Rents (in the Nature of a Ground Rent), without taking any Fine, Foregift, or Premium (except the Covenant for building, repairing, or improving), and so that every such Grant, Conveyance, or Lease were made subject to the further Conditions, Covenants, and Agreements in the now-reciting Act expressed and required in that Behalf; and it was by the same Act further enacted, that it should thenceforth be lawful for the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, and the Trustee or Trustees for the Time being of the legal Estate of the said Customary or Copyhold Hereditaments, or any of them, (with the Consent of the Person who for the Time being should by virtue of the said Indenture of the Fourteenth Day of *April* One thousand seven hundred and ninety-two be entitled to the Receipt of the Rents and Profits thereof, or if such Person should be a Minor, of his Guardian or Guardians; signified as therein mentioned,) by Indenture or Indentures (executed as therein directed) to demise or lease all or any of the said Customary or Copyhold Hereditaments situate in the Towns or Townships of *Padiham* and *Heyhouses* for any Term of Years whatsoever, for the like Purposes of building, repairing, and improving the same, and subject to the same or the like Conditions, Covenants, and Agreements in that Behalf as were in the now-reciting Act expressed (and are above recited or referred to) touching the Leases to be granted by virtue thereof of the said settled Freehold Hereditaments: And whereas the said *Le Gendre Pierce Starkie* the Father intermarried with *Charlotte Preedy* on or about the Fourteenth Day of *January* One thousand seven hundred and eighty-eight, and had Issue born before the passing of the said Act (besides the said *Le Gendre Starkie* and *Le Gendre Pierce Starkie* the Son) Two Daughters, that is to say, *Frances Mary Le Gendre Starkie*, born in the Year One thousand seven hundred and eighty-nine, and who died in the Year One thousand eight hundred and six, under the Age of Twenty-one Years, and unmarried, and *Charlotte Le Gendre Starkie*, now the Wife of *Henry Armytage* Esquire, born on the Thirty-first Day of *May* One thousand seven hundred and ninety-five, and he had Issue born subsequently to the passing of the said Act Two other Children and no more, namely, *Le Gendre Thomas Starkie*, born in the Month of *August* in the Year One thousand seven hundred and ninety-eight, and who died in the Month of *February* in the Year One thousand seven hundred and ninety-nine, an Infant under the Age of Six Months, and *Le Gendre Nicholas Starkie* his youngest Son, born the First Day of *December* One thousand seven hundred and ninety-nine: And whereas the said *Frances Starkie* the
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Widow of the said *Le Gendre Starkie* the Grandfather died on the Eighteenth Day of *December* in the Year One thousand eight hundred and fifteen, and the said *Charlotte* the Wife of the said *Le Gendre Pierce Starkie* the Father died in his Life-time, and the said *Le Gendre Pierce Starkie* the Father died on the Twenty-fifth Day of *October* One thousand eight hundred and seven, leaving the said *Le Gendre Starkie* the Grandson his eldest Son and Heir at Law, and the said *Le Gendre Pierce Starkie* the Son, *Le Gendre Nicholas Starkie*, and *Charlotte Le Gendre*, now the Wife of *Henry Armytage* of *Abbotts Langley* in the County of *Hertford*, Esquire, his only younger Children, him surviving: And whereas the said *Geoffrey Hornby* departed this Life on the Thirty-first Day of *July* One thousand eight hundred and twelve, leaving his Co-trustee the said *Thomas Clayton* him surviving: And whereas by Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and sixteen, the Release being of Four Parts, and made between the said *Thomas Clayton* of the First Part, the said *Le Gendre Starkie* the Grandson of the Second Part, *John Hargreaves* Esquire of the Third Part, and *Edmund Hornby* of *Dalton Hall* in the County of *Westmorland*, Esquire, and *William Rookes Crompton*, now called *William Rookes Crompton Stansfield*, of *Esholt Hall* in the County of *York*, Esquire, of the Fourth Part, after reciting the said Indentures of Lease, Release, and Settlement of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and the said Indenture of the Fifteenth Day of *May* One thousand seven hundred and ninety-two, and the said Act of Parliament of the Thirty-eighth of King *George* the Third; and further reciting (among other Things), that under the Powers intrusted to the said *Geoffrey Hornby* and *Thomas Clayton* by the said Act of Parliament a considerable Sum of Money had been raised by the Sale of Timber and other Trees upon the said settled Estates comprised in the said Indenture of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and that sundry Freehold and Copyhold Estates had been purchased with Part of the Trust Funds arising under the said Will of the said *Le Gendre Starkie* the Grandfather, and the said Act of Parliament, consisting (so far as respected the Hereditaments purchased under the said Act of Parliament) of a Copyhold Messuage or Tenement situate on *Padiham Height Side* in the Township of *Padiham* aforesaid, and Half an Acre and Four Falls of Land lying on *Sabden Bank*, which were sold by *James Bury* of *Sabden* in the said County of *Lancaster*, Calico Printer, for the Sum of Three hundred and twenty-two Pounds Fifteen Shillings, and which by a Surrender, bearing Date the Fifteenth Day of *May* One thousand eight hundred, were duly surrendered by the said *James Bury* and by *John Sudell* and others to the Use of the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, for ever, as Trustees appointed in and by the said Act of Parliament; and also of several Copyhold Messuages, Tenements, and other Hereditaments situate within the said several Manors of *Chatburn*, *Worston*, and *Pendleton*, and *Ightenhill*, and the Forest of *Pendle*, which were sold by *William Assheton* Esquire for the Sum of Four thousand seven hundred Pounds, and were by Three several Surrenders, bearing Date respectively the First Day of *January* One thousand eight hundred and

and one, duly surrendered by the said *William Assheton* and *Lettice* his Wife to the Use of the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, in Trust to stand fined and seised thereof as Feoffees or Trustees upon, to, for, and subject to such and so many as were then subsisting of the Uses, Trusts, and Purposes, Powers, Provisoos, Conditions, and Limitations in and by the said Indentures of the Fourteenth Day of *April* and the Fifteenth Day of *May* One thousand seven hundred and ninety-two expressed concerning the Manors and Hereditaments therein comprised (except the said Mansion and Demesne Lands at *Huntroyde* aforesaid); and also of a certain Messuage and other Hereditaments situate at *Billington* in the said County of *Lancaster*, which were sold by *John Smalley* Gentleman for the Sum of Nine hundred and twenty Pounds, and were by Indentures of Lease and Release, bearing Date respectively the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and nine, and made between the said *John Smalley* of the one Part, and the said *Geoffrey Hornby* and *Thomas Clayton* of the other Part, granted, released, and conveyed unto and to the Use of the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, to, for, upon, and subject to such and so many as were then subsisting of the Uses, Trusts, and Purposes, Powers, Provisoos, Conditions, and Limitations, by the said Indentures of the Fourteenth Day of *April* and Fifteenth Day of *May* One thousand seven hundred and ninety-two expressed concerning the Manors and Hereditaments therein comprised (except as aforesaid); and also of certain Messuages, Lands, and Hereditaments situate at *Padiham* aforesaid, which were sold by *Henry Wilkinson* Gentleman and *William Carr* and others, as Mortgagees and Trustees of the Estate of one *James Wood*, for the Sum of Eight hundred and twenty-five Pounds, and were by Indentures of Lease and Release, bearing Date the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and nine (and in the now-reciting Indenture more particularly referred to), and by a Fine levied pursuant to such Indenture of Release, conveyed and assured unto the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, to, for, upon, and subject to the like Uses, Trusts, and Purposes, Powers, Provisoos, Conditions, and Limitations, as last herein-before referred to; and also of several Messuages and other Hereditaments, both Freehold and Copyhold, situate at *Pendleton* and *Great Mearley* in the said County of *Lancaster*, which were sold by *William Carr* and *Thomas Carr* Gentlemen for the Sum of Ten thousand and ninety Pounds, and were by Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *October* One thousand eight hundred and nine, (the Release made between the said *William Carr* of the First Part, the said *Thomas Carr* and *Alice* his Wife of the Second Part, and the said *Geoffrey Hornby* and *Thomas Clayton* of the Third Part,) and by a Fine levied pursuant to the said Indenture of Release, and by a Surrender of even Date therewith, respectively conveyed, surrendered, and assured, as to such Parts thereof as were Freehold, unto the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, and as to such Parts thereof as are Copyhold, to the Use of the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns, for ever, to, for, upon, and subject to the then subsisting Uses, Trusts, and Provisions of the said several Indentures of the

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Fourteenth Day of *April* and Fifteenth Day of *May* One thousand seven hundred and ninety-two, in like Manner as aforesaid; and also of certain Tithes and other Hereditaments, Parcel of the Rectory of *Whalley* in the said County of *Lancaster*, arising upon or from sundry Messuages, Lands, Tenements, and Hereditaments of which the said *Le Gendre Starkie* the Grandson was Tenant for Life, situate in the several Townships of *Simonstone*, *Mearley*, *Pendleton*, and *Coldcoats*; and in the Districts or Booths of *Sabden*, *Higham*, and *Goldshaw*, in the Forest of *Pendle*, all in the said County of *Lancaster*, which were sold by the Right Honourable *Thomas Lord Ribblesdale* to the said *Thomas Clayton* for the Sum of One thousand nine hundred Pounds; and were by Indenture, bearing Date the Thirty-first Day of *December* One thousand eight hundred and fourteen, granted and conveyed unto and to the Use of the said *Thomas Clayton*, his Heirs and Assigns, to, upon, and subject to the subsisting Uses, Trusts, and Provisions of the said Indentures of the Fourteenth Day of *April* One thousand seven hundred and ninety-two and Fifteenth Day of *May* One thousand seven hundred and ninety-two, in like Manner; it was by the now-reciting Indenture witnessed, that the said *Thomas Clayton*, by virtue of a Power or Authority in that Behalf under the said Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said several subsequent Conveyances, Surrenders, and Assurances to the Uses thereof, did appoint the said *Edmund Hornby* and *William Rookes Crompton Stansfield* to be Trustees in the Place of the said *Walter Fawkes* and *Geoffrey Hornby* deceased, to act with the said *Thomas Clayton* in and for the Trusts and Purposes, Powers and Authorities declared and contained in the said Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two; and in further pursuance of such Provision for the Appointment of new Trustees, and for a nominal Consideration, the said *Thomas Clayton* did grant, bargain, sell, and release unto the said *John Hargreaves* and his Heirs all and every the Freehold Manors or Lordships or reputed Manors or Lordships, Capital and other Messuages, Cottages, Mills, Kilns, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises mentioned and comprised in the said Indentures of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and thereby granted, released, and conveyed as aforesaid, with their Appurtenances; and also all and every the said Freehold Messuage and Tenement, Lands and Hereditaments, purchased by the said *Geoffrey Hornby* and *Thomas Clayton* from the said *John Smalley*, and comprised in the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and nine, as aforesaid; and also all and every the Freehold Messuages, Lands, and Hereditaments which were purchased by the said *Geoffrey Hornby* and *Thomas Clayton* from the said *Henry Wilkinson* and *William Carr* and others, as Trustees and Mortgagees of the Estate of the said *James Woods*, and were comprised in and conveyed and assured by the said Indentures of Lease and Release of the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and nine, and the said Fine levied pursuant thereto, as aforesaid; and also all and every the Freehold Messuages or Tenements, Lands, Hereditaments, and Premises which were purchased by the said *Geoffrey Hornby* and

and *Thomas Clayton* from the said *William Carr* and *Thomas Carr*, and were comprised in the said Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *October* One thousand eight hundred and nine, as aforesaid; and also all such Allotments of Common or Waste Ground within the said Townships of *Bashall* otherwise *Bashall Eaves* and *Great Mearley* as had been then lately made, in right of the Hereditaments within those Townships; upon the Inclosure of the Commons and Waste Grounds therein, with the Appurtenances; to hold unto and to the Use of the said *John Hargreaves* and his Heirs upon Trust forthwith to convey and assure (and which the said *John Hargreaves* did, by other Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of *February* One thousand eight hundred and sixteen, and endorsed on the now-reciting Indenture of Release, accordingly convey and assure,) all the said Manors or Lordships, Capital and other Messuages, Cottages, Mills, Kilns, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises, with their Appurtenances, unto the said *Thomas Clayton*, *Edmund Hornby*, *William Rookes Crompton Stansfield*, and their Heirs, for ever, as to, for, and concerning all the said Manors, Hereditaments, and Premises, (except the Hereditaments and Premises comprised in the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and nine,) to, for, and upon and subject to such and so many of the Uses, Trusts, and Purposes, Charges, Powers, Provisoos, Conditions, Restrictions, Limitations, Declarations, and Agreements in and by the said Indenture of Release and Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, the said Indenture of the Fifteenth Day of *May* One thousand seven hundred and ninety-two, the said Indenture of Release of the Twenty-ninth Day of *July* One thousand eight hundred and nine, the said Indenture of Release of the Seventeenth Day of *October* One thousand eight hundred and nine, and the said Indenture of the Thirty-first Day of *December* One thousand eight hundred and fourteen, respectively expressly and by reference limited, declared, and contained concerning the said Manors, Hereditaments, and Premises therein comprised, as were then subsisting or capable of taking effect; and as to and concerning all such of the said Hereditaments and Premises as were comprised in the said Indentures of Lease and Release of the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and nine, to, for, and upon and subject to such of the Uses, Trusts, and Purposes, Charges, Powers, Provisoos, Conditions, Restrictions, Limitations, Declarations, and Agreements in and by the said Indenture of Release and Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two limited and contained concerning the Manors and other Hereditaments thereby granted and released, (except the said Mansion House, Demesne Lands, and Premises at *Huntroyde*,) as were then subsisting or capable of taking effect; yet so nevertheless (as to all the said Manors, Hereditaments, and Premises in the now-reciting Indenture comprised,) as that the Uses, Remainders, and Estates, Trusts, Powers, and Authorities limited to or vested in the said *Walter Fawkes*, *Geoffrey Hornby*, and *Thomas Clayton*, their Heirs and Assigns, should stand limited to and be vested in the said *Thomas Clayton*, *Edmund Hornby*, and
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William Rookes Crompton Stansfield, their Heirs and Assigns, as fully as if the said *Edmund Hornby* and *William Rookes Crompton Stansfield* had been originally appointed Trustees jointly with the said *Thomas Clayton* in and by the said Indenture of Release and Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two; and it was by the now-reciting Indenture further witnessed, declared, and agreed, that the said *Thomas Clayton* should surrender (and by Four several Surrenders, respectively bearing even Date with the now-reciting Indenture of Release, he did accordingly surrender) all and singular the several Copyhold or Customary Messuages, Cottages, Farms, Closes, Lands, Tenements, and Hereditaments within and held of the said Manors of *Chatburn*, *Worston*, and *Pendleton*, and *Ightenhill*, and the said Forest of *Pendle*, and the said Wapentake or Hundred of *Blackburn* respectively, which were mentioned and comprised in the said Indentures of Release and Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said Four several Surrenders of the First Day of *February* One thousand seven hundred and ninety-two, therein mentioned or referred to, and in the said Surrender of the Fifteenth Day of *May* One thousand eight hundred, the said Three several Surrenders of the First Day of *January* One thousand eight hundred and one, and the said Indenture of Release and Surrender of the Seventeenth Day of *October* One thousand eight hundred and nine, and which by the same several Surrenders were respectively surrendered or assured to the Use of the said *Walter Fawkes*; *Geoffrey Hornby*, and *Thomas Clayton*, and to the Use of the said *Geoffrey Hornby* and *Thomas Clayton*, their Heirs and Assigns respectively, in Trust as aforesaid, with their and every of their Appurtenances, to the Use of them the said *Thomas Clayton*, *Edmund Hornby*, and *William Rookes Crompton Stansfield*, their Heirs and Assigns, to the Intent that they should stand seised thereof to, for, and upon and subject to such and so many of the Uses, Trusts, and Purposes, Powers, Charges, Provisoos, Declarations, and Agreements, expressed and declared concerning the said Copyhold Hereditaments and Premises respectively as aforesaid, as were then subsisting or capable of taking effect: And whereas by other Indentures of Lease and Release, also bearing Date respectively the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and sixteen, the Release being of Three Parts, and made between the said *Thomas Clayton* of the First Part, the said *Le Gendre Starkie* the Grandson of the Second Part, and the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, by his then Name of *William Rookes Crompton* as aforesaid, of the Third Part, after reciting (among other Things) the said Will of the said *Le Gendre Starkie* the Grandfather, and that the Personal Estate of the said *Le Gendre Starkie* the Grandfather being much more than sufficient to pay his Funeral Expences, Debts, and Legacies, a considerable Sum of Money remained, which was applied by the said *Geoffrey Hornby* and *Thomas Clayton* in the Purchase of Estates, and that sundry Freehold and Copyhold Estates had been purchased with Part of the Trust Funds arising under the said Will of the said *Le Gendre Starkie* deceased, and under the said Act of Parliament of the Thirty-eighth Year of King *George* the Third, consisting (so far as respected the said Hereditaments purchased pursuant to the said Will

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of the said *Le Gendre Starkie* the Grandfather) of several Messuages and other Hereditaments, both Freehold and Copyhold, sold to the said *Geoffrey Hornby* and *Thomas Clayton* by *Meyrick Bankes* and *John Hargreaves* Esquires for the Sum of Thirty-five thousand three hundred and seventy Pounds Eighteen Shillings and Nine-pence, and which were, by Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *August* One thousand eight hundred and twelve, and made between the said *Meyrick Bankes* and *John Hargreaves* of the First Part, *William Vava-sour* Esquire of the Second Part, the said *Le Gendre Starkie* the Grandson of the Third Part, and the said *Thomas Clayton* (the said *Geoffrey Hornby* being then deceased) of the Fourth Part, and by Two several Surrenders bearing even Date therewith, respectively conveyed, surrendered, and assured, as to such Parts thereof as were Freehold, unto and to the Use of the said *Thomas Clayton*, his Heirs and Assigns, and as to such Parts thereof as were Copyhold, to the Use of the said *Thomas Clayton*, his Heirs and Assigns, for ever, to the Intent that the same respectively might be held and settled and assured to, for, upon, and subject to such several Uses, Estates, Charges, Trusts, and Provisions as the Hereditaments and Real Estates to be purchased with the residuary Personal Estate of the said *Le Gendre Starkie* the Grandfather, in execution of his said Will, were thereby directed to be conveyed, settled, and assured, or as nearly agreeably thereto as Circumstances would admit of; and also of certain other Copyhold Closes or Parcels of Land or Ground situate in *Padiham* aforesaid, and sold by the Assignees of the Estate and Effects of *William Robinson* of *Craggs*, then a Bankrupt, to the said *Thomas Clayton*, for the Sum of Eight hundred and forty Pounds, and which by a Surrender or Memorandum thereof in Writing, bearing Date on or about the Twelfth Day of *April* One thousand eight hundred and fourteen, were surrendered by *Bridget Baldwin* and others to the Use of the said *Thomas Clayton*, his Heirs and Assigns, for ever, and the Purchase Money for which last-mentioned Copyhold Hereditaments was therein mentioned to be paid by the said *Thomas Clayton* out of the Trust Fund arising from the residuary Personal Estate of the said *Le Gendre Starkie* the Grandfather directed by his Will to be laid out in the Purchase of Lands as aforesaid; and also of several Messuages, Tithes, and other Hereditaments, both Freehold and Copyhold, situate and arising in *Padiham* aforesaid, and in the said Forest of *Pendle*, and in *West Houghton*, in the said County of *Lancaster*, which were sold to the said *Thomas Clayton* by the said *Le Gendre Starkie* the Grandson for the Sum of Six thousand two hundred and thirty-seven Pounds, and which were, by Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *November* then last past, and by Two several Surrenders bearing even Date therewith, respectively surrendered, conveyed, and assured, as to such Part thereof as were Freehold, unto and to the Use of the said *Thomas Clayton*, his Heirs and Assigns, and as to such Parts thereof as are Copyhold, to the Use of the said *Thomas Clayton*, his Heirs and Assigns, to the Intent to be held, conveyed, and settled upon the like Trusts and in like Manner as last herein-before referred to; and further reciting or taking notice, that no Settlement had been made of any Real Estates devised by the

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said

said *Le Gendre Starkie* the Grandfather to the said *Nicholas Starkie* and *Joseph Allen* the younger, and their Heirs, in Trust as aforesaid to the Uses directed and declared by the said Will concerning the same Estates; it was by the now-reciting Indenture of Release witnessed, that the said *Thomas Clayton*, by virtue of a Power in that Behalf in the said Will of the said *Le Gendre Starkie* the Grandfather contained, did appoint the said *Edmund Hornby* and *William Rookes Crompton Stansfield* to be Trustees with him the said *Thomas Clayton* in and for all such of the said several Trusts, Powers, and Authorities in and by the said Will of the said *Le Gendre Starkie* the Grandfather reposed in the said *Thomas Winckley*, *Geoffrey Hornby*, and *Thomas Clayton* as were then subsisting or capable of taking effect; and the said *Thomas Clayton*, for the nominal Consideration therein expressed, did thereby grant and release unto the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, and their Heirs, all and every the Capital Messuages or Mansion Houses, and other Messuages, Burgages, Cottages, and Dwelling Houses, Buildings, Farms, Inclosures, Pieces and Parcels of Arable, Meadow, Pasture, and Wood Land, Pews, Tithes, and all other Lands, Tenements, and Hereditaments whatsoever, being Freehold, which were mentioned and comprised in the said Indenture of Release of the Twenty-ninth Day of *August* One thousand eight hundred and twelve, and the Entirety whereof was thereby granted and released unto and to the Use of the said *Thomas Clayton*, his Heirs and Assigns, as aforesaid, with their Appurtenances; and all that the undivided Moiety of the said *Thomas Clayton* of and in all the Capital Messuage or Mansion, and all and every the Closes or Parcels of Land, Tenements, and Hereditaments which were mentioned and comprised in the same Indenture of Release, and whereof an undivided Moiety or Half Part was thereby granted and released unto and to the Use of the said *Thomas Clayton*, his Heirs and Assigns, in Trust as aforesaid, with the Appurtenances; and also all and singular the Freehold Messuages or Tenements, Farms, Lands, Premises, Tithes, and Hereditaments which were comprised in the said Indenture of Release of the Twenty-ninth Day of *November* then last past, with their Appurtenances; to hold unto the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, and their Heirs, to the Use of the said *Thomas Clayton*, *Edmund Hornby*, and *William Rookes Crompton Stansfield*, their Heirs and Assigns, for ever, upon Trust to be held and enjoyed, settled and assured, to, for, upon, and subject to such several Uses, Estates, Charges, Trusts, and Purposes, Conditions, Restrictions, Provisoos, and Limitations, and in such Manner and Form as the Hereditaments and Real Estates to be purchased with the residuary Personal Estate of the said *Le Gendre Starkie* deceased, in execution of the Trusts of his said Will, were thereby directed and ought in the Events which had happened or might happen to be conveyed, settled, and assured, or as nearly and agreeably thereto as Circumstances should admit of; and after reciting, that the said Copyhold or Customary Hereditaments which were sold to the said *Geoffrey Hornby* and *Thomas Clayton*, as such Trustees as aforesaid, by the said *Meyrick Bankes* and *John Hargreaves*, consisted of various Messuages, Lands, Tenements, and Hereditaments Parcel and held of the said Manor of *Ightenhill* in the County of *Lancaster* aforesaid by Copy of Court Roll,

Roll, which were particularly described in the said Indenture of Release of the Twenty-ninth Day of *August* One thousand eight hundred and twelve, and in a Surrender made thereof on the same Day by the said *William Vavasour, Meyrick Bankes, John Hargreaves,* and *Le Gendre Starkie* the Grandson, to the Use of the said *Thomas Clayton* and his Assigns, in Trust as aforesaid, and that at a Court held for the said Manor on the Fourteenth Day of *May* One thousand eight hundred and fourteen the said *Thomas Clayton* was admitted upon such Surrender to the same; and further reciting, that the said Copyhold or Customary Hereditaments purchased by the said *Thomas Clayton* of the Assignees of the said *William Robinson* consisted of certain Closes or Parcels of Land and Hereditaments Parcel and held of the said Manor of *Ightenhill*, which were described in the said Surrender made by the said *Bridget Baldwin* and others to the Use of the said *Thomas Clayton*, his Heirs and Assigns, as aforesaid, and to which the said *Thomas Clayton* was admitted Tenant upon such Surrender at a Court held for the said Manor on the Fourteenth Day of *October* One thousand eight hundred and fourteen, and that the Copyhold or Customary Hereditaments purchased by the said *Thomas Clayton*, as such Trustee as aforesaid, of the said *Le Gendre Starkie* the Grandson, consisted of certain Tenements, Lands, and Hereditaments Parcels and held respectively of the said Manor of *Ightenhill* and the Forest of *Pendle*, which were particularly described in and by the said Indenture of Release of the Twenty-ninth Day of *November* then last past, and in Two several Surrenders of even Date therewith, by which the same Hereditaments were respectively surrendered to the Use of the said *Thomas Clayton*, his Heirs and Assigns, in Trust as aforesaid; it was by the now-reciting Indenture further witnessed, agreed, and declared, that the said *Thomas Clayton* should surrender (and he did by Two several Surrenders respectively bearing even Date with the now reciting Indenture accordingly surrender) all and singular the same Copyhold or Customary Messuages or Tenements, Lands, Hereditaments, and Premises, with the Appurtenances, to the Use of the said *Thomas Clayton, Edmund Hornby,* and *William Rookes Crompton Stansfield*, their Heirs and Assigns, for ever, to be held and enjoyed, surrendered and settled to, for, and subject to such several Uses, Estates, Charges, Trusts, and Purposes, Conditions, Restrictions, Provisoes, and Limitations, and in such Manner and Form as the Hereditaments and Real Estates to be purchased with the residuary Personal Estate of the said *Le Gendre Starkie* the Grandfather, in execution of the Trusts of his said Will, were thereby directed and ought in the Events which have happened or might thereafter happen to be surrendered and settled, or as nearly and agreeably thereto as the Nature of the Tenure thereof and other Circumstances would admit: And whereas the said Sum of Fifteen thousand Pounds, by the said Indenture of the Fifteenth Day of *May* One thousand seven hundred and ninety-two charged for the Portions of the younger Children of the said *Le Gendre Pierce Starkie* the Father, and all Monies which became due for Maintenance or Interest in respect thereof, have been fully paid and discharged: And whereas the said *Le Gendre Starkie* the

Will of Le
Gendre
Starkie the
bearing

Grandson,
11th April
1821.

bearing Date the Eleventh Day of *April* One thousand eight hundred and twenty-one, and duly executed and attested for devising Freehold Estates, and thereby, after reciting that he had acquired by Purchase sundry Freehold and Copyhold Estates situate within the said County of *Lancaster*, and it was his Desire that the same Estates should go along with those lately belonging to his Grandfather, so long as his own Issue, or his said Brothers, or either of them, or any Descendant of them or either of them, should be entitled to the said settled Estates, he gave and devised all and every his Real Estates, both Freehold and Copyhold, wheresoever the same might be situated, unto and to the Use of the said *Thomas Clayton, Edmund Hornby, and William Rookes Crompton Stansfield* (by his then Name of *William Rookes Crompton*), their Heirs and Assigns, as to the Advowson of *Rufford*, in the said Will mentioned, upon such Trust as therein expressed; and subject thereto, and as to all other his said Freehold and Copyhold Hereditaments, from and after his Decease, in Trust for the First or only Son of his (the Testator's) Body who should attain the Age of Twenty-one Years, his Heirs and Assigns, for ever; and in case he the said Testator should die without leaving any Issue Male, or such Issue Male should all die under the Age of Twenty-one Years, in Trust for his Brother the said *Le Gendre Pierce Starkie* the Son, and his Assigns, during his Life; with such Power of leasing and other Powers as in the said Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said Act of Parliament of the Thirty-eighth of *George* the Third, are expressed; and from and after the Decease of his said Brother *Le Gendre Pierce Starkie*, in Trust for the First or only Son of the Body of the said *Le Gendre Pierce Starkie* the Son who should live to attain the Age of Twenty-one Years, his Heirs and Assigns, for ever; and in case the said *Le Gendre Pierce Starkie* the Son should leave no Son who should live to attain the Age of Twenty-one Years, then in Trust for his the Testator's Brother the said *Le Gendre Nicholas Starkie*, and his Assigns, during his Life, with like Powers; and from and after his Decease, in Trust for the First or only Son of his Body who should live to attain the Age of Twenty-one Years, his Heirs and Assigns, for ever; and in case the said *Le Gendre Nicholas Starkie* should leave no Son who should live to attain the Age of Twenty-one Years, then in Trust, as soon as conveniently might be after the Decease of the Survivor of his the Testator's said Brothers, and such Failure of their Issue Male as aforesaid, to sell and dispose of all the said Freehold and Copyhold Hereditaments therein-before devised in manner therein mentioned, and to stand possessed of the Monies to arise from such Sale or Sales upon Trust to divide the same into so many equal Shares as his the Testator's said Two Brothers and Sister should have Children living to attain the Age of Twenty-one Years or be married (other than and except an eldest and only Son for the Time being entitled as aforesaid), and which Parts and Shares respectively should become vested in such Children at his, her, or their Age or Ages of Twenty-one Years or Day or Days of Marriage, which should first happen, and should be paid at the Expiration of Twelve Calendar Months next after such Failure of Male Issue of his said Brothers as aforesaid;

said; but in case all his the Testator's said Nephews and Nieces should die under the Age of Twenty-one Years and unmarried, then he declared and directed that his said Trustees should stand seised of such and so many of the said Freehold and Copyhold Hereditaments therein-before devised as should remain unsold, and of and in the Money produced by the Sale of such of the said Hereditaments as should have been sold in pursuance of the Trusts therein-before mentioned, in Trust for the Person or Persons who by virtue of the Limitations contained in the said Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two should then be in the actual Possession of or entitled to the said Capital Mansion and other Hereditaments at *Huntroyde* and elsewhere in the said County of *Lancaster*, therein comprised, for such and the same Estates, with such Limitations over, and with, under, and subject to such and the same Powers, Provisoos, and Restrictions as were therein and in the said Act of Parliament mentioned and contained: And whereas the said *Le Gendre Starkie* the Grandson departed this Life on the Twenty-eighth Day of *February* One thousand eight hundred and twenty-two, without having revoked or altered his said Will, and without Issue, and his Brother, the said *Le Gendre Pierce Starkie* the Son, became upon his Decease seised or entitled, as Tenant in Tail Male in Possession, of or to all the Hereditaments and Estates, both Freehold and Copyhold, comprised in the said Indentures of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, or which have been settled or are liable to be settled in like Manner with such last-mentioned Hereditaments, either by virtue or in pursuance of the said Will of the said *Le Gendre Starkie* the Grandfather or of the said Act of Parliament of the Thirty-eighth Year of King *George* the Third, and also beneficially entitled to the said Hereditaments devised by the said Will of the said *Le Gendre Starkie* the Grandson, as Tenant for Life thereof in Possession; and the said *Le Gendre Pierce Starkie* the Son hath never been married: And whereas the said *Le Gendre Nicholas Starkie* is entitled to all the said Hereditaments and Estates of which the said *Le Gendre Pierce Starkie* the Son-is Tenant in Tail Male in Possession as aforesaid, in Remainder expectant on his Death and the Failure of his Male Issue, as the next Tenant in Tail Male thereof; and the said *Le Gendre Nicholas Starkie* intermarried, on the Twenty-sixth Day of *February* in the Year One thousand eight hundred and twenty-seven, with *Anne Chamberlain* Spinster, by whom he has had Issue Three Children, and no more, *videlicet*, *Le Gendre Nicholas Starkie* the younger, *John Pierce Chamberlain Starkie*, and *Anne Elizabeth Starkie*, who are all now living, and are Infants under the Age of Twenty-one Years: And whereas the said *Henry Armytage* and *Charlotte Le Gendre* his Wife have Issue Five Children, and no more, *videlicet*, *Frances Starkie Mary Armytage*, *Charlotte Le Gendre Armytage*, *Henry Armytage* the younger, *Harriette Elizabeth Armytage*, and *Emma Armytage*, who are all now Infants: And whereas the said *Le Gendre Pierce Starkie* the Son was, by virtue of a Commission in the Nature of a Writ De lunatico inquirendo, bearing Date the Second Day of *April* One thousand eight hundred and twenty-two, found and declared lunatic, and by an Order of the Lord High

[Private.]

Order of
Reference,
24th Dec.
1834.

Master's
Report,
7th Feb. 1835

1 W. 4. c. 65.

Chancellor of *Great Britain*, bearing Date the Sixth Day of *April* One thousand eight hundred and twenty-four, the said *Thomas Clayton* was appointed the Committee of the Estate of the said Lunatic: And whereas by an Order of the said Lord High Chancellor made in the Matter of the said Lunatic on the Petition of the said *Thomas Clayton*, and bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and thirty-four, it was referred to *James Trower* Esquire, one of the Masters of the High Court of Chancery, to enquire and certify whether it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that an Application should be made to Parliament by the Petitioner, as such Committee as aforesaid, on behalf of the said Lunatic, for Leave to bring in a Bill for the Purpose of enabling the said Petitioner, as such Committee as aforesaid, or the Committee or Committees for the Time being of the Estate of the said Lunatic, under the Direction of the Lord Chancellor of *Great Britain* or other the Person or Persons for the Time being intrusted by virtue of the King's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, when it should appear to the Lord Chancellor, or the Person or Persons for the Time being intrusted as aforesaid, beneficial to the Estate of the said Lunatic, to grant Leases for Years, or how otherwise, of all or any Part or Parts of the Freehold or Copyhold Estates of the said Lunatic comprised in or settled by the Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said Will of the said *Le Gendre Starkie* the Grandson, deceased, for encouraging the Erection of Buildings therein or thereon, or for repairing Buildings actually being thereon, or otherwise improving the same, or for farming or other Purposes, or of the Mines, Veins, or Seams of Coal or other Minerals in or under the same Estates, or for other Purposes connected with building, farming, or mining, or whether Application should be made for Leave to bring in a Bill containing any other and what Power of leasing the same Estates: And whereas in pursuance of the said Order the said Master made his Report bearing Date the Seventh Day of *February* One thousand eight hundred and thirty-five, and thereby, after referring (among other Things) to an Act of Parliament made and passed in the First Year of the Reign of His present Majesty, intituled *An Act for consolidating and amending the Laws relating to Property belonging to Infants, Females Covert, Idiots, Lunatics, and Persons of unsound Mind*, he certified his Opinion that it is doubtful whether the said last-mentioned Act of Parliament extends to all Powers of leasing vested in a Lunatic, or whether it is not confined to Powers of granting Leases and taking Fines, reserving small Rents; and that even if the said last-mentioned Act did extend to all Powers of leasing vested in a Lunatic, then, by reason of the said Lunatic's limited Estate, the Lord Chancellor was only authorized to direct Building Leases to be granted of such Part of the said Lunatic's settled Estates as are situate in *Salford, Bolton-le-Moors, Tonge, Padiham, and Heyhouses*, under the Powers contained in the said Act of Parliament of the Thirty-eighth Year of King *George* the Third; and that there was not any Power to grant Building Leases of any other Part of the said settled Estates, nor to grant Leases of any

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of

of the Mines, Veins, or Seams of Coal within any Part of the Estates of which the said Lunatic is Tenant in Tail, or any other Leases of the same Estates, so as to bind the Persons entitled to the said Estates in Remainder expectant upon the Decease of the said Lunatic and in Failure of his Issue; and he further found and certified (upon the Evidence in his said Report stated), that it would be fit and proper, and for the Benefit of the said Lunatic and his Estate, that Application should be made to Parliament by the said *Thomas Clayton*, as such Committee as aforesaid, or the Committee or Committees of the Estate for the Time being of the said Lunatic, on behalf of the said Lunatic, for Leave to bring in a Bill for the Purpose of enabling the said *Thomas Clayton*, as such Committee as aforesaid, or the Committee or Committees for the Time being of the Estate of the said Lunatic, under the Direction of the Lord Chancellor or other the Person or Persons for the Time being intrusted by virtue of the King's Sign Manual with the Care and Commitment of the Custody and Estates of Persons found lunatic, where it should appear to the Lord Chancellor, or the Person or Persons for the Time being intrusted as aforesaid, beneficial to the Estate of the said Lunatic, from Time to Time to grant Leases for Years of all or any Part or Parts of the Freehold or Copyhold Estates of the said Lunatic comprised in or settled by the said Indenture of Settlement of the fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said Will of the said *Le Gendre Starkie* the Grandson, deceased, for encouraging the Erection of Buildings therein or thereon, or for repairing Buildings actually being thereon, or otherwise improving the same, or for farming or other Purposes, or of the Mines, Veins, or Seams of Coal or other Minerals in or under the same Estates, or for other Purposes connected with building, farming, or mining: And whereas the said *Thomas Clayton* departed this Life on the Twelfth Day of *February* One thousand eight hundred and thirty-five, leaving the said *Edmund Hornby* and *William Rookes Crompton Stansfield* him surviving: And whereas by an Order of the said Lord High Chancellor, made in the Matter of the said Lunatic, bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and thirty-five, the said *Le Gendre Nicholas Starkie* hath been appointed the Committee of the Estate of the said Lunatic, and by a further Order of the said Lord High Chancellor, made in the said Matter on the First Day of *April* One thousand eight hundred and thirty-five, the said Master's Report of the Seventh Day of *February* One thousand eight hundred and thirty-five, hath been absolutely confirmed: But inasmuch as the Objects in such Report mentioned cannot be accomplished as to any of the said Hereditaments and Estates of which the said Lunatic is Tenant in Tail Male and Tenant for Life as aforesaid without the Aid and Authority of Parliament, Therefore Your Majesty's most dutiful and loyal Subjects, the said *Le Gendre Nicholas Starkie*, as Committee of the Estate of the said *Le Gendre Pierce Starkie* the Lunatic, and also on behalf of himself and his said infant Children, the said *Henry Armytage* on behalf of his said infant Children, and the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excel-

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Order appointing
Committee,
25th March
1835.

Order confirming Mas-
ter's Report,
1st April
1835.

Committee of
the Lunatic
empowered
to grant
Leases, under
the Direction
of the Lord
Chancellor,
&c.

lent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful for the said *Le Gendre Nicholas Starkie*, or other the Committee or Committees for the Time being of the Estate of the said *Le Gendre Pierce Starkie* the Lunatic, under the said present or any future Commission of Lunacy against him, by and under the Direction of the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain* for the Time being, or other the Person or Persons for the Time being intrusted by the King's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, (where it shall appear to the said Lord High Chancellor, or Lord Keeper or Lords Commissioners, or other the Person or Persons for the Time being intrusted as aforesaid, beneficial to the Estate of the said *Le Gendre Pierce Starkie* the Son,) to be given by any Order or Orders to be made in the Matter of the said Lunatic upon the Petition of the said *Le Gendre Nicholas Starkie*, or other the Committee or Committees for the Time being of the Estate of the said *Le Gendre Pierce Starkie* the Lunatic, from Time to Time to grant and demise all or any Part or Parts of the said Manors, and Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments in the said Counties of *Lancaster* and *York* or either of them, in the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and the said several Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and sixteen, and the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and sixteen, or any of them, comprised, and thereby conveyed and settled as aforesaid, or expressed or intended so to be, and of all and every other the Manors, Lands, Tenements, and Hereditaments whatsoever in the said Counties of *Lancaster* and *York*, or either of them, of or to which the said *Le Gendre Pierce Starkie* the Lunatic is now seised or entitled as Tenant in Tail Male, at Law or in Equity, by virtue of or according to the several Indentures aforesaid, and the said Will of the said *Le Gendre Starkie* the Grandfather, deceased, and the said Act of Parliament of the Thirty-eighth Year of King *George* the Third, or any of them, or any Conveyances, Surrenders, or Assurances made in pursuance of the said Will and Act of Parliament, or either of them, (other than and except the said Capital Mansion House at *Huntroyde*, and the Demesne and other Lands occupied therewith,) and also all or any Part or Parts of the Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments by the said Will of the said *Le Gendre Starkie* the Grandson devised and settled as aforesaid, or expressed or intended so to be, with their and every or any of their Rights, Members, and Appurtenances, (and all which said Hereditaments intended to be demisable by virtue of this Act are specified and comprised in the Schedule to this Act annexed,) for encouraging the Erection of Buildings thereon, or for the repairing of any Buildings from Time to Time actually being thereon, or otherwise

otherwise improving the same, or for farming or other Purposes, and likewise all or any of the Mines, Veins, or Seams of Coal, Culin, Lead, or other Minerals in or under the same Freehold and Copyhold or Customary Hereditaments and Estates, or any Part or Parts thereof, in such Manner, and for such Term or Terms of Years, and with such Powers, Liberties, and Privileges, and under and subject to such Rents, Reservations, Conditions, Covenants, and Agreements, as the said Lord High Chancellor, or Lord Keeper or Lords Commissioners, or other the Person or Persons intrusted as aforesaid, shall from Time to Time, by any such Order or Orders to be obtained as aforesaid, approve of and direct in that Behalf.

II. And be it further enacted, That when and so often as any Lease or Leases shall, by any Order or Orders to be made or obtained as aforesaid, be directed to be made of any of the said Freehold and Copyhold or Customary Hereditaments demisable by virtue of this Act, wherein the legal Estate or Interest shall for the Time being be vested in the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, or the Survivor of them, or in any other Trustee or Trustees, it shall be lawful for the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, and the Survivor of them, and for all and every other the Persons or Person in whom any such legal Estate or Interest shall or may for the Time being be vested, and they and he are and is hereby required, to join and concur in the granting or making of any such Lease or Leases thereof, in such Manner as the said Lord High Chancellor, Lord Keeper or Lords Commissioners, or other the Person or Persons for the Time being intrusted as aforesaid, shall by any such Order or Orders as aforesaid direct.

Trustees of the legal Estate to concur as the Lord Chancellor shall direct.

III. Provided always, and be it further enacted and declared, That nothing in this Act contained shall in anywise defeat, supersede, or prejudice any of the Powers of leasing contained in or given by the said Indenture of Settlement of the Fourteenth Day of *April* One thousand seven hundred and ninety-two, and the said Act of Parliament of the Thirty-eighth Year of the Reign of His late Majesty King *George* the Third, and the said Wills of the said *Le Gendre Starkie* the Grandfather and *Le Gendre Starkie* the Grandson, deceased, or any of them, but that such Powers shall subsist and be exercisable in like Manner as if this Act had not been passed.

Subsisting Powers of leasing not to be prejudiced.

IV. Provided also, and be it further enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect any other Power or Powers, Authority or Authorities whatsoever of the said *Le Gendre Nicholas Starkie*, as such Committee as aforesaid, or of any other Committee or Committees of the Estate of the said *Le Gendre Pierce Starkie*, under the present or any future Commission of Lunacy against the said *Le Gendre Pierce Starkie*: Provided also, that where the Consent of the Lord or Lords, Lady or Ladies of any Manor, Forest, or Hundred is necessary in order to make any Lease or Leases authorized to be made by this Act of or concerning any Customary or Copyhold Hereditaments valid or lawful, the same respectively shall

This Act not to prejudice any other Powers of the Committee.

Licence of Lords of Manors, where requisite to Leases of Copyhold, not to be dispensed with.

[Private.]

not be made or done under the Authority of this Act unless such Licence or Consent shall be obtained previously to the making or doing thereof.

Payment of
Expences.

V. And be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time to make such Order or Orders for taxing the Costs, Charges, and Expences of obtaining this Act or preparatory thereto, and of the several Applications to be made to the Lord High Chancellor, Lord Keeper, or Lords Commissioners, or other Person or Persons from Time to Time intrusted as aforesaid, in pursuance of this Act, and for the Payment of all such Costs, Charges, and Expences as aforesaid, out of the yearly Rents, Issues, and Profits of the said Hereditaments and Estates to which the said Lunatic is entitled as Tenant in Tail and Tenant for Life in Possession as aforesaid respectively, or any Stocks, Funds, or Monies which may have arisen therefrom, as the said Court shall think fit.

General
Saving.

VI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Persons and Person, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Le Gendre Pierce Starkie* the Lunatic and the Heirs Male of his Body, the said *Le Gendre Nicholas Starkie* and the Heirs Male of his Body, and the Heirs, Executors, Administrators, and Assigns of the said *Le Gendre Pierce Starkie* the Lunatic and *Le Gendre Nicholas Starkie* respectively, and the Children now living and hereafter to be born of the said *Le Gendre Pierce Starkie* the Lunatic, *Le Gendre Nicholas Starkie*, and *Charlotte Le Gendre Armytage* respectively, and every of them, and the Heirs, Executors, Administrators, and Assigns of such Children respectively, and every of them, and the said *Edmund Hornby* and *William Rookes Crompton Stansfield*, their Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons having or claiming, or who shall or may hereafter have or claim, any Estate, Right, Title, Trust, or Interest or Benefit whatsoever at Law or in Equity under or by virtue of the said Will of the said *Le Gendre Starkie* the Grandfather, and the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and the said Act of Parliament of the Thirty-eighth Year of King *George* the Third, and the said Will of the said *Le Gendre Starkie* the Grandson, deceased, or any of them, or by virtue of or under any of the Uses, Estates, Trusts, Limitations, or Provisions in the same or any of them expressed, declared, or contained, or under or by virtue of any Conveyance or Conveyances, Surrender or Surrenders, Settlement or Settlements, or other Assurance or Assurances whatsoever made or expressed to be made pursuant to or by virtue or in consequence of the said Will of the said *Le Gendre Starkie* the Grandfather, the said Indentures of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-two, and the said Act of Parliament, or any of them,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been made.

VII. And

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

Act to be
printed by
the King's
Printers.

The SCHEDULE referred to by the foregoing Act.

| Townships. | Premises. | Quantity in Statute Measure. | | |
|--|---|------------------------------|----|----|
| | | A. | R. | P. |
| <i>In the West Riding of the County of York.</i> | | | | |
| Bashall - - | Two Messuages, and divers Buildings, Lands, Hereditaments, and Premises, in the several Occupations of the said Le Gendre Pierce Starkie and of Richard Ireland and John Embley and their Under-tenants - - | 215 | 3 | 29 |
| <i>In the County of Lancaster.</i> | | | | |
| Balderston - - | The Capital Messuage called Sunderland Hall, and divers Buildings, Lands, Hereditaments, and Premises, in the Occupation of Thomas Parker - - - | 214 | 3 | 10 |
| Billington - - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of John Collinson, William Beardsworth, John Birtwistle, James Greenwood, John Aspden, Benjamin Catlow, and Henry Petre, Esquire - - - - - | 80 | 0 | 34 |
| Clitheroe - - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of Henry Robinson, William Brocklehurst, Esquire, and the Reverend Robert Harris, and their Under-tenants - - | 21 | 2 | 15 |
| Goldshaw Booth - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of John Pomfret and George Pickup and their Under-tenants - - | 127 | 3 | 12 |
| Great Bolton - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of James Scowcroft, Thomas Lees, Catherine Morris, Richard Dunderdale, and Mr. Ridgway, and their Under-tenants - - | 0 | 3 | 18 |
| Hapton - - | The Capital Messuage called Shuttleworth Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Robert Turner, William Sagar, Messieurs Witham, Radcliffe, and Tattersall, Robert Campbell, John Shacklock, Henry Lancaster, George Sutcliffe, and William Hodgeon, and their Under-tenants - - - - - | 1,100 | 1 | 21 |
| Harwood - - | A Messuage, and divers Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Samuel Walsh and Samuel Bramley - - - - | 5 | 3 | 13 |
| Heaton - - | A Messuage, and divers Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Ann Bardsley and the Representatives of the late Richard Ainsworth and their Under-tenants - - - - | 68 | 1 | 31 |
| Heyhouses - - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of John Hacking, Bridget Robinson, William Green, George Ramsbotham, and Messieurs Sheriff, Foster, and Company, and their Under-tenants - - - - - | 319 | 0 | 16 |

| Townships. | Premises. | Quantity in Statute Measure. | | |
|---------------------------------|--|------------------------------|----|----|
| | | A. | R. | P. |
| Higham | The Capital Messuage called Pendle Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Thomas Campbell, Martha Lee, Joseph Pate, John Livesey, John Hanson, Mary Wilkinson, William Roberts, James Wilkinson, Roger Chatburn, Hill Speak, John Haworth, William Emmett, William Horne, John Starkie, Lawrence Dewhurst, and James Law, and their Under-tenants | 776 | 2 | 27 |
| Huncoat | Divers Closes of Land, Hereditaments and Premises, in the Occupation of Robert Turner | 35 | 0 | 38 |
| Kearsley | The Capital Messuage called Kearsley Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of the said Le Gendre Pierce Starkie, and of Joseph Hulbert, Simon Holt, John Doodson, John Holker, Samuel Pilkington, the Representatives of the late James Wood, Thomas Aspinall, Robert Leaver, James Fallows, and the Representatives of the late Mr. Kirkham, and their Under-tenants | 134 | 1 | 36 |
| Mearley | The Capital Messuage called Mearley Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of John Whittaker, John Midgley, James Wilkinson, and James Badger | 748 | 2 | 34 |
| Mitton Henthorne and Coldcoats. | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the Occupation of Thomas Brigg and his Under-tenants | 151 | 2 | 38 |
| New Laund Booth | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the Occupation of James Witham and his Under-tenants | 101 | 2 | 36 |
| Osbaldeston | Divers Closes of Land, Hereditaments and Premises, in the Occupation of Thomas Parker | 13 | 3 | 19 |
| Padiham | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of the said Le Gendre Pierce Starkie and Le Gendre Nicholas Starkie, and of James Birtwistle, James Dawson, William Birtwistle, John Waddington, Margaret Harrison, John Holland, William Waddington, Humphrey Waddington, James Kelly, John Birtwistle, Robert Hargreaves, William Wilkinson, James Morrill, Richard Smith, Susan Cockshott, Thomas Diggle, George Ainsworth, William Heap, Edward Jones, James Diggle, the Representatives of the late Richard Helm, James Helm, the Reverend Sandford John Cyril Adamson, Matthew Hurst, John Dewhurst, Robert Riding, Henry and Elijah Helm, James Dugdale, John Ingham the younger, Thomas Riding, James Ingham, Alice Parker, Christopher Laycock, James Riley, Mary Heyes, John Hacking, Robert Turner, Henry Robinson, Isaac Aldred, James Thompson, Thomas Thompson, John and Thomas Wood, Joseph Bolton, John Wilkinson, and the Trustees of Padiham Workhouse, and their Under-tenants | 706 | 2 | 28 |
| Pendleton | The Capital Messuage called Pendleton Hall, and divers Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Giles Collinge, John Whittaker, | | | |

[Private.]

| Townships. | Premises. | Quantity in Statute Measure. | | |
|------------|--|------------------------------|----|----|
| | | A. | R. | P. |
| Salesbury | John Aspinall, Esquire, Messieurs Sheriff, Foster, and Company, Thomas Brigg, Thomas Parkinson, the Representatives of the late Francis Peel, and Alice Thornber, and their Under-tenants - - - | 1,453 | 2 | 7 |
| Salford | The Capital Messuage or Mansion House called Lovely Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of the Reverend Samuel James Allen, John Collinson, John Aspden, Benjamin Catlow, and Thomas Holden, and their Under-tenants - - - | 93 | 0 | 9 |
| Shackerley | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of Miss Norris, Mr. Hanson, the Representatives of the late Mr. Beever, Richard Davenport, Mr. Hatton, Andrew Knowles, Miss Wilmotts, Thomas Livesey, Thomas Oldmeadow Gill, George Priestley, the Representatives of the late Mr. Gould, John Walker, John Bateman, Esquire, the Bolton Canal Company, the Trustees of Salford Police, Ralph Winder, and the Representatives of the late Ellis Fletcher, Esquire - - - | 12 | 1 | 36 |
| Simonstone | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the Occupation of James Leaver - - - | 5 | 0 | 20 |
| Tonge | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of the said Le Gendre Pierce Starkie and Le Gendre Nicholas Starkie, and of Richard Smith, Thomas Speak, Christopher Wilkinson, Henry Duxbury, Robert Sagar, John Jackson, William Sagar, George Hargreaves, Richard Altham, Richard Thomas Roe Walton, Esquire, Robert Hitchon, John Duxbury, Francis Dearden, James Brigg, James Moorhouse, Robert Hargreaves, Jane Sagar, Thomas Whitehead, James Cronkshaw, Robert Bradshaw, Margaret Cronkshaw, Elizabeth Swinglehurst, Joseph Law, the Overseers of the Poor of Simonstone, Jane Whitaker, Thomas Proctor, Thomas Bridge, Robert Turner, Charles Whitaker, Esquire, the Representatives of the late John Hargreaves, Esquire, and John Sagar, and their Under-tenants - - - | 761 | 2 | 4 |
| | The Capital Messuage called "The Hall i' th' Wood," and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Arthur Bramley, Joseph Yates, the Representatives of the late Thomas Morris, William Knowles, William Stott, Martha Gooden, James Bramley, Thomas Hardcastle, James Hardcastle, Thomas Whitehead, Stephen Blair, Robert Rothwell, John Roscow, John Fletcher, Esquire, Elizabeth Fogg, Messieurs James Eden and Joseph Thwaites, Thomas Lees, James Cocker, William Yates, Josiah Hardcastle, John Crompton, James Schofield, James Smith, Thomas Croke, George Wood, John Heys, the Representatives of the late Robert Knowles, Rachael Nelson, Robert Haslam, Samuel Royle, John Blakeley, Ann Guffogg, Charles Blakeley, Samuel Clough, Thomas Walton, Matthew Butcher, John Pilkington, Samuel Haslam, William Pilkington, Andrew Knowles and Company, and William Leyland, and their Under-tenants | 635 | 0 | 17 |

| Townships. | Premises. | Quantity in Statute Measure. | | |
|----------------|---|------------------------------|----|----|
| | | A. | R. | P. |
| Turton - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of John Crook and Messieurs George and James Slater - - - | 58 | 0 | 33 |
| Tyldesley - | The Capital Messuage called Cleworth Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Thomas Lowe, James Leaver, and Peter Makon, and their Under-tenants - - - | 163 | 0 | 5 |
| Westhoughton - | The Capital Messuage called Snidle Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Joseph Riley, Thomas Bullough of Chew Moor, Martha Smith, Thomas Aspinall, Adam Haworth, George Hodgkinson, Samuel Hodgkinson, William Winward, James Fletcher, John Silcock, William Haworth, Gerard Higson, Ellis Morris, John Kay, Thomas Bullough of West Houghton Chapel, Richard Haydock, the Representatives of the late Mr. Worthington, William Chadwick, Robert Marsh, the Representatives of the late Thomas Morris, and Nicholas Hartley, and their Under-tenants - | 344 | 3 | 22 |
| Wilpshire - | Divers Messuages, Buildings, Lands, Hereditaments, and Premises in the several Occupations of John Collinson and Benjamin Catlow and their Under-tenants - - | 50 | 3 | 2 |
| Worsley - | The Capital Messuage called Kempnagh Hall, and divers other Messuages, Buildings, Lands, Hereditaments, and Premises, in the several Occupations of Joseph Madder, George Parr, and James Higson, and their Under-tenants - - - | 103 | 1 | 33 |
| Worston - | Divers Closes of Land, Hereditaments and Premises, in the Occupation of James Badger - - - | 37 | 0 | 3 |

Tho^s Hopwood.

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