

also with a further condition, that if the said Philip should die, leaving his said wife Alice surviving, she should not implead or vex the said William and Margerie, or their heirs, whereby they should be put to cost for the dower of the said Alice, in the lands and tenements in the townes aforesaid. And for having the said marriage in the form aforesaid, the said Ralph agreed to pay the said William 200 marks, that is to say, on the day of the espousals, £20, whereupon the said William was to give him an acquittance for a hundred marks; and another acquittance for the said £20. And he agreed before the said espousals to give the said William his written obligation to pay him ninety marks, as follows, viz.: ten marks on the Feast of St. Martin then next; other ten marks on the Feast of the Nativity of St. John the Baptist then next; and other ten marks yearly on every other of the said feasts, until the said sum of ninety marks were fully paid. And each of them, the said Philip and William, thereby became bound to the said Ralph in the sum of one hundred pounds, to be paid to him within one month after (aftur) the failure of either of them to perform the covenants thereby entered into on his part. In witness whereof, it is declared that to one part of the said indenture remaining (abyding) with the said Philip and William, the said Ralph had set his seal; and to another part remaining with the said Ralph, the said Philip and William had set theirs.\*

The deed, which I have now gone through, may be taken as a type of the settlements which were common both at the time when it bears

\* We append a copy of the Settlement at length, from the original in the possession of Sir Philip Grey Egerton, Bart., M.P. A photographic fac-simile, one-fourth the size of the document itself, appears as an illustration to the present Paper.

"Thes endentures, made in the feste of Seint Cutbert, the yere of the regne of Kynge Henry the sext, aftur the conqueste the tente, Witteneseth that Phelip of Egerton, of Egerton, and William his sone and heir on that on party, is agreeet and shall take to his Wyfe Margerie the doghter of Rauf of Eggerton of the Wryne on that other party, betwene this and the feste of Whitsontyte next for to folowe the date abowesaide, and the foresaide Phelip and William all the coste of aray touchyng the person of the foresaide William, agaynes the said mariage to be made, shall bere and pay fore. And the foresaide Rauf all the coste of aray, touchyng the person of the foresaide Margerie agaynes the saide mariage to be made, shall bere and pay fore. Also the said Phelip shall enfeffe be dede of a swre and a lawfull astate William Hugynson and Rycharde Hawekyn, prestes, in londes and tenementz in the in the (sic) Wyche Mabank of yerely valu of v marcs ouer all yerely charges and reprises, and the saide William Hugynson and Rycharde of a swre and lawfull astate in londes and tenementz in Chestur and other places of yerely valu of x marcs ouer all yerely charges and reprises, to hafe and to holde to the saide William Hugynson and Rycharde and to her (sic) heires for euer more, wyth the clause of warantee acordyng the wheche prestes so seised shall yeve by her dede all the saide londes in the saide tounne of the saide Wyche Mabanke liyng, to the said William

date, and for a considerable period before and afterwards. It is no objection to it that it does not state the age of the bride and bridegroom, though that was frequently done; or that neither Philip Egerton (the elder) the then possessor of the Egerton estates, nor his son Sir John, is named in it, for one or both of them might then be absent on the king's affairs, (nor that the bridegroom is styled heir, and not, according to correct phraseology, heir apparent, for that was

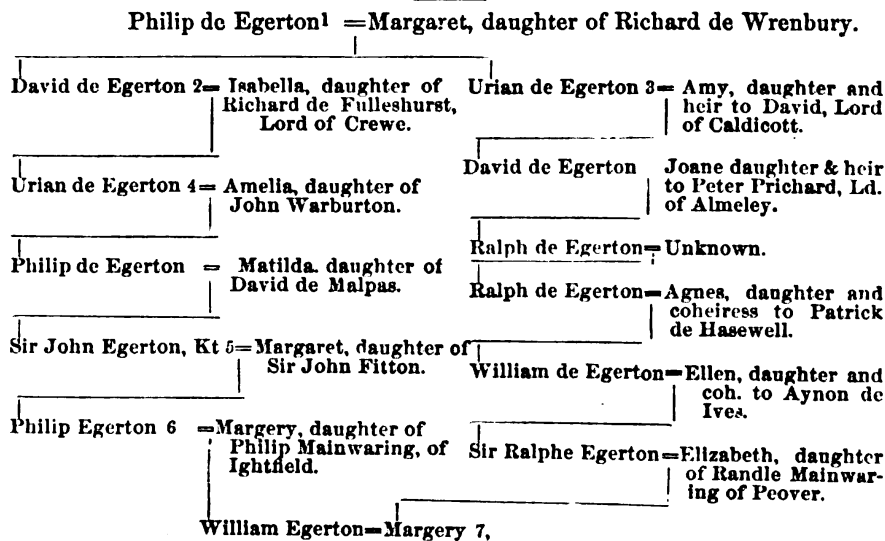
of Eggerton and Margerie, and to the heires of her too bodies lawfully begeton. And for defaut of yssu be twyx the foresaide William of Eggerton and Margerie hadde, the remyndre to the ryght heires of the foresaide Phelip. And also the saide prestes shull yeve be her dede all the said londes in the said toune of Chestre and other places, to the saide William of Eggerton and to the heires male of his body lawfully begeton, and for defaute of yssu male of the body of the saide William of Eggerton lawfully begeton; the remayndre to the ryght heires of the foresaide Phelip. On this the saide Phelip and William of Eggerton shull be bounden in her obligacion severaly in c li to the said Rauf, opon condicion that the saide Phelip shall not discontynu no londes ne tenementz, ne the revercion of no londes ner tenementz that the saide Phelip hath or may haue in tyme comyng, ne non other thyng do, by the wheche thoo londes tenementz or revercions vn charget, alient, or discontynuet be his dede aftur his dissesse myght not descende to the saide William of Eggerton and to his heires, outetaken for to make demyse to certein persons of londes of his other lyvelode to the valu of vi marcs viijs & vid be yere; the wheche certen persons so seiset shull make astute aftur the dissesse of the saide Phelip to Alice, wyfe of the saide Phelip, in alovaunce of hir dower, the wheche hir oght for to haue in the londes specefyt in the tounes beforesaide; and also opon condicion that the saide William of Eggerton shall make non astate in ne londes beforesaide for terme of lyve, in fee or in fee taile, wyth oute the avice and ascende of the saide Phelip and Rauf. And also opon condicion that yf so be the saide Phelip dee lyving his saide wyfe, Alice that then the saide Alice shall not enplede nor vex the saide William of Eggerton, ne Margerie, ne her heires, by the wheche thay shuld be put to coste for the dower of the saide Alice in the londes and tenementz in the touns beforesaide. For the wheche marriage, in the fourme beforesaide to be hadde, the said Rauf shall pay to the saide William of Eggerton cc. marcs, that ys to say, the day of the espovseles betwene the saide William of Eggerton and Margerie xx li; and then the saide William of Eggerton shall deliuer a sufficient acquittance of the receyet of c. marcs, and a nother sufficient acquittance of the receyet of the saide xx li; And afore the said espovsoles the saide Rauf shall deliver to the saide William of Eggerton a obligacion of xx iiij x (90) marcs for to be payed to the saide William of Eggerton or to his execters, that ys to say, in the feste of Seint Martyn nexte for to folowe the date abovesaide x marcs, and in the feste of the Natiuitee of seynt John the Baptiste then next for to folowe other x marcs, and so forth yerely at every saide feste x marcs, tyll the saide summe of xx iiij x marcs be fully performet and truly payed. And to all thes covenantes on the parte of the foresaide Phelip and William of Eggerton well and truly for to be performet, the foresaide Phelip and William of Eggerton and either of hem bynden home by this present wrytyug to the foresaide Rauf in c li, for to be payed to the foresaide Rauf wyth in a monythe aftur the tyme that one or any of hem perfourme not the covenantes on her part or any of her party. And to all thes covenantes of the party of the

sometimes overlooked;) nor that for the first time in the Egerton pedigree we meet with the mention in this settlement of Alice, the first wife of Philip Egerton the younger, for such discoveries are constantly occurring when old deeds are for the first time disinterred.

But on other grounds to which I shall now advert, we shall, I fear, arrive at the conclusion, that this settlement is *spurious*! At the time of its date, as the subjoined sketch shews,\* Philip Egerton the elder, the

saide Raufe well and truly to be performet, the saide Raufe byndethe hym to the said Phelip and William of Eggerton in c li. for to be payed to the saide Phelip and William of Eggerton wyth in a monythe aftur the tyme that the foresaide Rauf performe not the covenaut or any of the covenaunder beforesaide. In Wittenes of the wheche thyng the foresaide Rauf to the parte of this endenture to the fore-saide Phelip and William of Eggerton abydyng hath sette his seale. And to ye parte of this endenture to the saide Raufe abydyng, the foresaide Phelip and William of Eggerton haue sette hor seales. Yeven the yere and day abovesaide."

**\*PEDIGREE OF WILLIAM AND MARGERY EGERTON.**



1 Philip de Egerton was Sheriff of Cheshire, 23rd and 24th of Edward 1st.

2 David de Egerton was Sheriff of Cheshire 5th of Edward II., and 7th of Edwd. III.

3 Urian de Egerton, second son of Philip, was Lord of Caldicott in right of his wife, and ancestor of the Egertons of Betley and Wrinehill.

4 Urian de Egerton altered the armorial bearings of his ancestors, by changing the tinctures and adding to his 3 pheons "a lion rampant, gules," as now used. The ancient bearings of the Egertons being "gules, 3 pheons' heads argent."

5 Sir John Egerton, Kt. was slain at the memorable battle fought on Blore Heath, Sept. 23, 1459, between Lord Audley, General for King Henry VI., and Richard Nevil, Earl of Salisbury, on the side of Richard Plantagenet, Duke of York.

6 Philip Egerton had three sons. William the eldest died s.p.; John, the second son succeeded to the estates and by marriage with Elizabeth, daughter and heiress of Hugh Done, of Oulton, became possessed of the Oulton estates. Ralph, the third son, was joint escheator of Cheshire with Roger Mainwaring, July 7th, 1st Henry VIII. and ranger of Delamere Forest, 6th Henry VIII., being then one of the gentlemen ushers of the King's chamber. He received the honour of Knighthood from King Henry in 1513, for his conduct at the battle of the Spurs, and the sieges of Terouenne and Tournay; and in the following January he had the grant of the office of Standard Bearer of England for life, with the salary of £100 per annum. The manor of Ridley, which became forfeited to the Crown by the attainder of Sir William Stanley, was granted to him as a reward for taking the French Standard at Tournay. He was ancestor of the Egertons of Ridley, and grandfather of Lord Chancellor Egerton.

7 Hugh, the elder brother of Margery, built the residence of Wrinehill.