



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 26.

An Act for authorizing the Sale of certain Portions of the Real Estates devised by the Will and Codicils of *John Bowes* late Earl of *Strathmore*; and for authorizing the Purchase of other Real Estates, including Lands held for long Terms of Years, to be settled to the Uses of the said Will and Codicils; and for extending the Power of granting Mining Leases given by the said Will; and for other Purposes.

[8th August 1845.]

WHEREAS *John Bowes* late Earl of *Strathmore* duly made and published his last Will and Testament in Writing, bearing Date the Third Day of *July* One thousand eight hundred and seventeen, and thereby gave and devised all his Manors or Lordships or reputed Manors or Lordships, Advowsons, Castles, Mansion Houses, Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, (except his Copyhold or Customary Estates,) with their Rights, Members, and Appurtenances, to the Use of *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis* Esquire, the Reverend *James Blackburn* Clerk,

Will of John Bowes late Earl of Strathmore, dated 3d July 1817.

[Private.]

Clerk, *James Farrer* Esquire, *James Dundas* Esquire, and *James Farrer Steadman* Esquire, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared of and concerning the same, and, subject thereto and to the Trusts thereof, to the Use of his Son *John Bowes*, therein particularly described, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the First and every other Son of the said *John Bowes* severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the said *John Bowes* severally and successively in Tail; with Remainder to the Use of the First and every other Daughter of the said *John Bowes* severally and successively in Tail Male; with Remainder to the Use of the First and every other Daughter of the said *John Bowes* severally and successively in Tail; with Remainder to the Use of the eldest and every other Son of the said Testator's Brother *Thomas Bowes* severally and successively, and his respective Assigns, during his Life; with Remainder to the Use of the First and every other Son of the First and every other Son of the said *Thomas Bowes* severally and successively in Tail Male; with divers Remainders over; and for the Purpose of preserving the contingent Remainders from being destroyed the said Testator devised the Manors, Hereditaments, and Premises therein-before devised to any Person during his or her Life after the Determination of that Estate, by Forfeiture or otherwise, in his or her Lifetime, to the Use of *Barrington Price* Esquire and *Robert Sayer* Esquire, and their Heirs, during the Life of the Tenant for Life whose Estate should so determine, in trust for him or her, and by the usual Ways and Means to preserve the contingent Remainders expectant or dependent thereon; and in the said Will was contained a Proviso, that every Person who by virtue of the said Will should become entitled, either for Life or in Tail Male or in Tail, to the Possession or to the Receipt of the Rents and Profits of the said Manors, Hereditaments, and Premises therein devised, or any Part thereof, and who should not then use the Surname of *Bowes* only, and bear the Arms of the said Testator's late Grandfather's Family of *Bowes* only, should within the Space of One Year next after he or she should so become entitled, or if an Infant should so become entitled then should within the Space of One Year next after he or she should have attained the Age of Twenty-one Years, and also every Person whom any Female therein-before provided for should marry should, if the Female for the Time being marrying should at the Time of such her Marriage be so entitled as therein-before mentioned then within One Year next after such Marriage, but if the Female for the Time being marrying should not at the Time of such her Marriage be so entitled as therein-before mentioned, but should afterwards during her Coverture become so entitled as aforesaid, then within the Space of One Year next after she should become so entitled as aforesaid, take upon himself or herself, and use on all Occasions, the Surname of *Bowes*, and bear the Arms of the said Testator's late Grandfather's Family of *Bowes* only, and should within the Space of One Year apply for and endeavour to obtain an Act of Parliament or a proper Licence from the Crown, or take such other Ways and Means as might be requisite and proper, to enable and authorize him or her to take, use, and bear the Surname and Arms of

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Bowes only; and the said Testator did thereby further declare, that in case any of the said Persons should refuse or neglect, within the said Space of One Year, to take, use, and bear such Surname and Arms, and to take such proper Steps and Means as might be requisite to enable and authorize him, her, or them so to do, or should at any Time afterwards discontinue to use and bear such Surname and Arms, then and in every such Case, immediately after the Expiration of the said Space of One Year or such Discontinuance as aforesaid, as the Case might be, if the Person who or whose Husband should so for the Time being refuse, neglect, or discontinue as aforesaid should, under the Limitations therein-before contained, be Tenant for Life, the Limitations therein-before contained to the Use of such Person for his or her Life, and also the Limitation therein-before contained to the Use of the said *Barrington Price* and *Robert Sayer*, and their Heirs, during the Life of such Person, in trust to preserve contingent Remainders, should absolutely cease and be void, in the same Manner precisely as if such Person were then actually dead; but if the Person who or whose Husband should so for the Time being neglect, refuse, or discontinue as aforesaid should, under the Limitations therein-before contained, be Tenant in Tail Male or in Tail, then the Limitation under which the Person who or whose Husband should so refuse, neglect, or discontinue, should have become entitled to the said Manors, Hereditaments, and Premises for an Estate in Tail Male or in Tail should absolutely cease and be void in the same Manner precisely as if such last-mentioned Person were then actually dead, without Issue entitled or inheritable under the same Limitation; and the said Testator did thereby further declare, that if at any Time there should, by reason of the Cesser or Determination of the previous Uses and Estates therein-before limited, be a Suspense or Contingency of the then next immediate expectant Remainder, then and in every such Case, and so often as the same should happen, the Manors, Hereditaments, and Premises therein-before devised should be and remain to the Use of the said *Barrington Price* and *Robert Sayer*, and their Heirs, during every such Suspense or Contingency as aforesaid, in trust to preserve the contingent Uses and Estates therein-before limited from being destroyed, and upon trust to receive the Rents and Profits of the same Manors, Hereditaments, and Premises, and to pay the same to the Person or Persons for the Time being entitled to the First vested Estate in the said Manors, Hereditaments, and Premises; and the said Testator thereby declared, that the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrier Steadman*, their Executors, Administrators, and Assigns, should stand and be possessed of the Manors, Hereditaments, and Premises comprised in the said Term of One thousand Years, upon trust to present to the Rectory of *Romaldkirk* in the County of *York* certain Persons in the said Will particularly named or described, and upon trust during the Minority of the said *John Bowes* to sell certain Portions of the Timber standing upon the Premises comprised in the said Term of One thousand Years, and to apply the Proceeds thereof, after providing for certain Rebuildings and Repairs therein specified, upon and for the same Trusts, Intents, and Purposes as were therein-after declared concerning the surplus Rents and Profits of the same Premises therein-after

after directed to be accumulated during the Minority of his said Son ; and, subject as aforesaid, upon trust to permit the said *Lady Anna Maria Jessup* to have the Occupation and Enjoyment of a Tenement called "*Bird Hill House*," with the Offices, Gardens, and Appurtenances, and Twenty Acres of Land adjoining, for her Life or Widowhood, and after her Decease or Marriage upon trust to permit such of the Daughters of the said *Lady Anna Maria Jessup* as should be then unmarried to have the Occupation and Enjoyment of the same Tenement, Lands, and Appurtenances during such Time as they respectively should then remain unmarried ; and upon further Trust to permit the said *Mary* now Dowager Countess of *Strathmore* during her Life to have the sole and separate Use, Occupation, and Enjoyment of the said Testator's Messuages and Farms respectively called *Bromylaw* and *Dunnhouse*, situate in the Townships of *Streatlam*, *Stainton*, and *Cleatlam*, or some of them, and therein more particularly described, containing together by Estimation Five hundred and thirty-eight Acres and One Rood, except the said Testator's Plantations on the said Farms, which he directed the said Trustees or Trustee for the Time being of the said Term to keep up, with and out of the Rents and Profits of the said Manors, Hereditaments, and Premises comprised in the said Term, and without paying any Rent for the same, and without being subject to the Debts, Control, Interference, or Engagements of any Husband whom she might marry, but she paying all Rates, Taxes, and other Outgoings for the same, and keeping the same in good and tenantable Repair ; and upon a certain further Trust during the Minority of the said *John Bowes* to keep up and maintain in good Repair as Residences for him the Mansions called respectively *Streatlam Castle* and *Gibside* ; and upon trust to raise by Mortgage of all or any Part of the said Premises comprised in the said Term such Sum or Sums of Money as should be necessary to pay and satisfy so much of the several Charges therein-after made on the said Testator's residuary Personal Estate and Effects (except the Mortgages) as such residuary Personal Estate and Effects should be insufficient to pay and satisfy ; and upon further Trust for managing the said Estates comprised in the said Term during the Minority of the said *John Bowes*, and also during such Time or respective Times as in consequence of the Trusts of the said Term of One thousand Years the Person for the Time being entitled, under the Limitations therein-before contained, to the First Estate for Life or in Tail Male immediately expectant upon the said Term should not be entitled to the Rents and Profits of the Premises comprised in the said Term, or any Part thereof, other than the annual Sum therein-after provided ; and upon further Trust in aid of the said Testator's residuary Personal Estate, out of the Rents and Profits comprised in the said Term of One thousand Years, to pay and keep down the Interest of such of the several Charges therein-after made on any residuary Personal Estate and Effects as should carry Interest, and should from Time to Time remain unsatisfied ; and upon further Trust to pay an Annuity to the said *Lady Anna Maria Jessup* which has ceased to be payable by reason of her Death ; and upon further Trust during the Life of the said *Mary* now Countess Dowager of *Strathmore*, out of the annual Rents and Profits of the said Premises comprised in the said Term, to raise the

annual Sum of One thousand Pounds clear of all Deductions whatsoever, and to pay the same in manner therein mentioned to such Person or Persons, and upon and for such Trusts, Intents, and Purposes, as the said *Mary* now Dowager Countess of *Strathmore*, whether covert or sole, should from Time to Time without Anticipation appoint, and in default of and until such Appointment into the proper Hands of the said *Mary* now Dowager Countess of *Strathmore*, for her sole and separate Use and Benefit, and while under Coverture, exclusively of her Husband; and upon further Trust to pay an Annuity of One hundred Pounds to the said Testator's Servant *John Page*, which has ceased to be payable by reason of the Death of the said *John Page*, and to raise and pay an Annuity of Eighty Pounds to the said Testator's Servant *Isaac Walker* during his Life; and, subject as aforesaid, upon further Trust to apply so much of the Rents and Profits as the said Trustees or Trustee for the Time being should think proper for the liberal Education of the said *John Bowes* during his Minority, and during his Minority to invest the Residue of the Rents and Profits on Government or Real Securities, so as to accumulate such Rents and Profits in the way of Compound Interest, and at the End of the Period thereby fixed for Accumulation to convert the accumulated Fund into Money, and in aid of the said Testator's residuary Personal Estate and Effects to apply such Money, or a competent Part thereof, in or towards Payment and Satisfaction of the several Charges therein-after made on his said residuary Personal Estate and Effects, in the same Order and Course in which they are directed to be paid with and out of his said residuary Personal Estate and Effects, and to apply the Residue of the said Money, if any, in or towards Payment and Satisfaction of any Mortgage or Mortgages that might have been made by the said Trustees or Trustee under the Trusts therein-before declared, and lay out and invest the ultimate Residue of the said Money, if any, in the Purchase of Freehold or Copyhold or Customary Lands and Hereditaments contiguous to or adjoining or convenient to be held with any of the Manors, Hereditaments, and Premises therein-before devised, and to settle the Lands and Hereditaments so to be purchased to the Uses and in the Manner to and in which the said Testator had by that his Will devised the Manors, Hereditaments, and Premises from the Rents and Profits of which such Accumulations should have proceeded, or as near thereto as the Deaths of Parties and other intervening Circumstances would then admit of; and in case of the Failure or Determination of the Uses and Estates therein-before limited to his said Son *John Bowes* and his Issue, upon trust, without Prejudice to the Trusts aforesaid, to stand possessed of the Hereditaments comprised in the said Term of One thousand Years upon trust to permit and suffer the same Term to protect certain Powers of jointuring and charging with Portions therein-after contained, and to be a Security for any annual or other Sums or Sum charged on the said Premises under such Powers respectively; and upon further Trust, until the Trusts therein-after declared concerning the said Term for Payment of the Charges on the said Testator's residuary Personal Estate, to levy and raise the annual Sum of Three thousand Pounds, and pay the same in manner therein mentioned, as long as the same Sum should be raiseable, under the Trusts aforesaid, to the Person who, under the Limita-

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tions therein-before contained, should for the Time being be entitled to the first Estate, either for Life or in Tail Male, immediately expectant on the said Term of One thousand Years, in the Manors, Hereditaments, and Premises comprised in the said Term; and upon further Trust, in aid of the said Testator's residuary Personal Estate and Effects, to apply the Residue of the annual Rents and Profits of the said Premises comprised in the same Term in Payment of the several Charges therein-after made on his said residuary Personal Estate and Effects, and of any Mortgage or Mortgages made by the said Trustees or Trustee in pursuance of the Trusts therein-before declared; and it was by the Will now in recital provided, that the said Trustees or Trustee for the Time being of the said Term might nevertheless, if it should in their or his Opinion be more eligible, lay out and invest the Residue of the said annual Rents and Profits in the Parliamentary Stocks or Public Funds of *Great Britain*, and accumulate the same by way of Compound Interest, and apply the Proceeds of such accumulated Fund in Payment of such Charges and Mortgage or Mortgages as aforesaid in manner therein mentioned; provided nevertheless, that no Accumulations should be made beyond what might be necessary to pay off such Charges and Mortgage or Mortgages as aforesaid; and, subject to the Trusts aforesaid, the said Testator declared that the Trustees or Trustee for the Time being of the said Term of One thousand Years should permit and suffer the Rents and Profits of the said Hereditaments and Premises comprised in the said Term of One thousand Years to be received by the Person or Persons for the Time being entitled to the same Manors, Hereditaments, and Premises in remainder or reversion immediately expectant on the said Term; and in the said Will was contained a Proviso for Cesser of the said Term of One thousand Years when the Trusts thereof should have been performed or have become unnecessary, or incapable of being carried into effect, subject and without Prejudice to any Disposition which should have been made of the Premises comprised therein for the Purposes aforesaid; and it was by the Will now in recital provided, and the said Testator did thereby declare, that if any Person for the Time being entitled, either for Life or in Tail Male or in Tail, to the Receipt of the Rents and Profits of the said Premises therein-before devised, or any Part thereof, should be under the Age of Twenty-one Years and unmarried, the said *Bar-rington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should, so long as the Person entitled as aforesaid should be under the Age of Twenty-one Years and unmarried, but without Prejudice to the said Term of One thousand Years, and the Trusts thereof, and to the Powers therein-after contained, and the Uses and Estates to be created thereby, apply a competent Part of the Rents and Profits of the said Premises, or of such Part thereof to which such Person should be entitled, for his or her Maintenance and Education, and invest the Residue in the Names or Name of the said Trustees or Trustee for the Time being upon Government or Real Securities in *England* or *Wales*, so that the same might accumulate in the Nature of Compound Interest, and at the End of each such Period of Accumulation, or sooner if the said Trustees or Trustee should think fit, convert the said accumulated Fund into Money, and apply the same in discharge of the Principal

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Sums of Money which should then affect the Hereditaments from the Rents of which such Accumulations should have proceeded, either by virtue of any Charge made thereon before the Testator's Decease, or any Charge made or to be made thereon by that his Will, or in pursuance of any of the Powers therein contained, and invest the Residue of the said Money (if any) in the Purchase of Freehold or Copyhold or Customary Lands and Hereditaments contiguous to or adjoining or convenient to be held with any of the Manors, Hereditaments, and Premises therein-before devised, and should settle the Lands and Hereditaments so to be purchased to the Uses and in the Manner to and in which the said Testator had by that his Will devised the Hereditaments from which the Rents and Profits of which such Accumulations should have proceeded, or as near thereto as the Deaths of Parties and other Circumstances would then admit of; but if any such Investment should be made during the Continuance of the Period of Accumulation, the Rents and Profits of the Estates so to be purchased should to the End of the Period of Accumulation be accumulated in the Manner and for the Purposes therein-before mentioned; and it was by the Will now in recital provided, and the said Testator did thereby declare, that it should be lawful for every Person who by virtue of that his Will should be entitled, either for Life or in Tail Male or in Tail, to the Manors, Hereditaments, and Premises therein-before devised, either in possession, or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, and who should have attained the Age of Twenty-one Years, and also for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors and Administrators of such Survivor, during the Minority of any Person so entitled for Life or in Tail Male or in Tail as aforesaid, but with the Consent in Writing of the Trustees or Trustee for the Time being of the said Term of One thousand Years during the Minority of the said *John Bowes*, and also during such Time or respective Times as the same Manors, Hereditaments, and Premises should, under the Trusts therein-before declared concerning the same Term, be under the Management of the Trustees or Trustee thereof, by any Deed or Instrument in Writing, either referring or not referring to the Power now in recital, to be sealed and delivered by him or them respectively in the Presence of and attested by Two or more Witnesses, to appoint the Collieries, Mines, and Works in his said Will mentioned, or any of them, and the Ground and Soil thereof, and also the Land and Ground convenient to be occupied therewith, or in or upon which the same might be conveniently sunk and worked, and also Waggonway and Waggonways, Wayleaves, Roads, and Ways, as well for carrying away the Coals, Ores, and Minerals that should from Time to Time be got out of such Collieries and Mines, as the Coals, Ores, and Minerals that should from Time to Time be got out of any other Collieries and Mines, and also the Right and Liberty to work and use the said Collieries, Mines, and Premises, and to make Waggonways, Railways, and other Ways and Roads for any Use or Purpose whatsoever, to any Person or Persons, by way of Demise or Lease for any Term of Years not exceeding Thirty-one Years, to take effect in possession, and not in reversion, at the best yearly Rent that could be reasonably gotten for the same, without taking any Fine
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or Foregift for the making thereof, but so that there should be contained therein a Condition of Re-entry on Nonpayment of the Rent thereby to be reserved, and so that the Lessee or Lessees executed a Counterpart thereof, and thereby covenanted for the Payment of the Rent; provided nevertheless, that in every Appointment by way of Demise or Lease which should be made by virtue of such Power due Regard should be had to the Covenants and Agreements which had been already entered into by the said Testator or any of his Ancestors in respect to any Collieries in which he then was or thereafter might be concerned in Partnership or otherwise with any other Person or Persons whomsoever; and it was by the Will now in recital also provided, and the said Testator did thereby further declare, that it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent in Writing of the Trustees or Trustee for the Time being of the said Term of One thousand Years during the Minority of his said Son *John Bowes*, and during such Time or respective Times as the said Manors, Hereditaments, and Premises therein-before devised should, under the Trusts therein-before declared concerning the said Term of One thousand Years, be under the Management of the Trustees or Trustee thereof, and at all Times after his said Son should have attained the Age of Twenty-one Years, or departed this Life under that Age, while the same Manors, Hereditaments, and Premises should not, under the Trusts therein-before declared concerning the said Term of One thousand Years, be under the Management of the Trustees or Trustee thereof, then with the

7 Consent in Writing of the Person or Persons who by virtue of that his Will should for the Time being be entitled, either for Life or in Tail Male or in Tail, to the same Manors, Hereditaments, and Premises either in possession or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, if such Person or Persons should have attained the Age of Twenty-one Years, but if such Person or Persons should be under the Age of Twenty-one Years then with the Consent in Writing of his, her, or their Guardian or Guardians, to dispose of the same Manors, Hereditaments, and Premises, or any of them, or any Part thereof, by way of Exchange for other Lands and Hereditaments, either Freehold or Copyhold or Customary of Inheritance, contiguous to or adjoining the said Testator's *Streatlam Castle, Gibside, and Yorkshire Estates*, or any of them, or convenient to be held therewith respectively; and that for the Purpose of effecting any such Exchange as aforesaid it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, with such Consent as aforesaid, by any Deed or Deeds, Instrument or Instruments, in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more Witnesses, to revoke and make void all or any of the Uses, Trusts, Powers, Provisoos, and Declarations expressed and declared in his said Will of and concerning the Hereditaments and Premises proposed to be exchanged, and by the same or any other Deed or Instrument in Writing, sealed and delivered and attested in like Manner, to declare and appoint any Uses, Estates, or Trusts of the Hereditaments and Premises, the Uses of which should be

so revoked, which it should be thought necessary or expedient to declare and appoint in order to effectuate any such Exchange as aforesaid; and the said Testator thereby declared, that it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, to receive and take any Money for Equality of Exchange upon any such Exchange as aforesaid, and that upon Payment of any such Money it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sign and give Receipts for the same, and that such Receipts should effectually discharge the Persons paying the same from being answerable for the Misapplication or Nonapplication, or from being bound to see to the Application, of the Money therein mentioned to be received, and that the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should lay out the Money which should be received upon any such Exchange as aforesaid in the Purchase of Lands and Hereditaments, either Freehold or Copyhold or Customary of Inheritance, contiguous to or adjoining or convenient to be held with any of the Manors, Hereditaments, and Premises therein-before devised; provided nevertheless, that every Purchase which should be made with Money received for Equality of Exchange should be made with the Consent of the Person or Persons whose Consent should for the Time being be necessary to make Exchanges under the Power now in recital; and the said Testator thereby further declared, that upon any such Exchange as aforesaid the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should settle the Lands and Hereditaments received in exchange to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Hereditaments and Premises which by virtue of the Power now in recital should have been given in exchange for the same, or as near thereto as the Nature and Quality of the Estates and intervening Circumstances would then admit of, and that upon any such Purchase as aforesaid the said *Barrington Price* and *Robert Sayer*, or the Survivor of them, or the Executors or Administrators of such Survivor, should settle the Lands and Hereditaments purchased to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised, or as near thereto as the Nature and Quality of the Estates and intervening Circumstances would admit of; and the said Testator thereby directed, that until a proper Purchase should be found in which the Money received upon any such Exchange as aforesaid should be invested the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should invest the said Money in their or his Names or Name in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should and might alter and vary the same as they or he should think proper or expedient, and should apply the Interest and Dividends of the said Money, Stocks, Funds, and Securities

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rities to the same Purposes and in the same Manner to and in which the Rents and Profits of the Lands and Hereditaments so to be purchased as aforesaid ought to be paid and applied if the same Lands and Hereditaments were then actually purchased and settled; and it was by the Will now in recital also provided, and the said Testator thereby further declared, that for the Purpose of purchasing either Freehold or Copyhold or Customary Lands and Hereditaments contiguous to or adjoining or convenient to be held with his *Gibside and Streatlam Castle* or *Yorkshire Estates*, it should be lawful for the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at their or his Discretion, during the Minority of his said Son *John Bowes*, and after his attaining the Age of Twenty-one Years, or dying under that Age, then with the Consent of the Person or Persons who should for the Time being by virtue of that his Will be entitled, either for Life or in Tail Male or in Tail, to the Manors, Hereditaments, and Premises therein-before devised, either in possession, or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, if such Person or Persons should be of the full Age of Twenty-one Years, but if such Person or Persons should not have attained the Age of Twenty-one Years then with the Consent of the Guardian or Guardians of such Person or Persons respectively, to raise Money by Mortgage of all or any Part of the Manors, Hereditaments, and Premises therein-before devised, and for the Purpose of effecting any such Mortgage as aforesaid by any Deed or Instrument in Writing, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to appoint the Premises proposed to be comprised in the Mortgage to any Person or Persons whomsoever, either for a Term of Years or in Fee; and the said Testator thereby declared, that the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should lay out and invest the Money raised by any such Mortgage as aforesaid in the Purchase of Lands and Hereditaments for the Purpose of purchasing of which the same should be raised, and should settle the said Lands to the same Uses and in the same Manner to and in which the Manors, Hereditaments, and Premises therein-before devised were settled by the said Testator's Will, or as near thereto as Circumstances would then admit of; and the said Testator gave and devised all his Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, with their Appurtenances, (except such as were vested in him upon any Trusts or by way of Mortgage,) unto the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Heirs and Assigns, according to the Customs of the Manors of which the same were or might be respectively held, by the Rents and Services therefore due and of Right accustomed, but nevertheless upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as, Regard being had to the

the Difference in the Nature and Quality of the respective Estates, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised; and the said Testator gave, devised, and bequeathed all the Leasehold Messuages, Lands, Tenements, and Hereditaments which at the Time of his Decease should belong to him, and should be held either for Lives or for Years determinable on Lives, or for Years absolute, including his Leasehold Colliery at *Norwood*, and except such Leasehold Estates as were or might be vested in him upon any Trust, or by way of Mortgage, but excluding his other Leasehold and Partnership Collieries, with their respective Appurtenances, unto and to the Use of the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, upon the Trusts therein mentioned, for Payment of Rent and Performance of Covenants and Renewal, and, subject thereto, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as, Regard being had to the Difference in the Nature and Quality of the respective Properties, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations (except the Power to grant Building Leases therein mentioned) therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised, but not so as to vest absolutely in any Person or Persons thereby made Tenant or Tenants in Tail Male or in Tail of the said Manors therein-before devised until such Person or Persons should respectively attain the Age of Twenty-one Years; and after giving certain pecuniary and specific Legacies, and charging his residuary Personal Estate and Effects with the Payment of all pecuniary Legacies given by his Will, or any Codicil or Codicils thereto, and of his Debts, (which Legacies and Debts have long since been paid and satisfied,) the said Testator gave and bequeathed all the Residue of his Personal Estate and Effects whatsoever and wheresoever unto the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, upon trust to convert the same into Money, and after Payment of the several Charges made thereon as aforesaid to apply and dispose of the surplus Monies, if any, to the same Purposes and in the same Manner to and in which the said Testator had therein-before directed the Money payable for Equality of any Exchange to be applied and disposed of; and in the said Will was contained a Proviso, that if the Trustees thereby appointed and to be appointed as therein-after mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, should happen to die, or be desirous of being discharged from, or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts should be fully executed, then and in such Case, and when and so often as the same should happen, if the Person or Persons so dying, or desirous of being discharged, or refusing, declining, or becoming incapable to act as aforesaid, should be a Trustee or Trustees of the
said

said Term of One thousand Years, it should and might be lawful to and for the surviving or continuing Trustees or Trustee for the Time being of the said Term, and if the Person or Persons so dying, or desirous of being discharged from or refusing or declining or becoming incapable to act as aforesaid, should be the said *Barrington Price* and *Robert Sayer*, or either of them, or their or either of their Heirs, Executors, or Administrators, or any other Person or Persons to be appointed in their or any of their Stead, as therein-after was mentioned, it should and might be lawful to and for the Person or Persons who under that his Will should for the Time being be entitled for Life or in Tail Male or in Tail to the Manors, Hereditaments, and Premises therein-before devised, either in possession or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, if such Person or Persons should be of the full Age of Twenty-one Years, but if such Person or Persons should not have attained the Age of Twenty-one Years then to and for his, her, or their Guardian or Guardians respectively, by any Deed or Deeds, Instrument or Instruments, in Writing, to be by them, him, or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and when and so often as any new Trustee should be nominated and appointed as aforesaid all the Trust Estates, Monies, and Premises the Trustee or Trustees whereof should so die or desire to be discharged or refuse or decline or become incapable to act as aforesaid, should be thereupon, with all convenient Speed, conveyed, assigned, and transferred in such Sort and Manner and so as that the same should and might be legally and effectually vested in the Person or Persons so to be appointed as aforesaid, either solely or jointly with the surviving or continuing Trustee or Trustees, as Occasion should require, to the Uses and upon and for the Trusts, Intents, and Purposes therein-before expressed and declared of and concerning the said Trust Estates, Monies, and Premises, or such of them as should be then subsisting undetermined and capable of taking effect, and the Person or Persons so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they should be substituted; and the said Testator thereby appointed the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, Executrix and Executors of that his Will: And whereas the said *John Bowes* late Earl of *Strathmore* duly made and published a Codicil to his said Will, bearing Date the Sixteenth Day of *June* One thousand eight hundred and eighteen, and thereby declared that all such Lands and Hereditaments as he had purchased, and also all such Lands and Hereditaments as he had contracted to purchase, since the Date of his said Will, (in case good Titles could be made thereto,) should be respectively deemed, taken, and construed to be comprised in and to pass by or under the general Devise contained in his said Will; and by the same Codicil the said Testator appointed his Friend *Sir John Dean Paul* Baronet, then *John Dean Paul* Esquire, to act as a Trustee with

First Codicil, dated 16th June 1818.

with the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, in and about the Performance of such of the Trusts, Powers, and Authorities as by the said Will were reposed in or given to the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, as fully and effectually as if the said *John Dean Paul* had been originally named with them as a Trustee of and for the Purpose of the said Testator's said Will; and by the same Codicil the said Testator vested the several Trust Estates and Premises which by his said Will were vested in the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Heirs, Executors, Administrators, and Assigns respectively, in the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, and *John Dean Paul*, their Heirs, Executors, Administrators, and Assigns respectively, upon the same Trusts which were expressed and declared of and concerning the same Trust Estates and Premises by the said Testator's Will; and the said Testator by the same Codicil revoked a certain Proviso in his said Will contained for making void the Estate by the said Will limited to the eldest Son for the Time being of the said Testator's Brother *Thomas Bowes*, and the Estate limited to Trustees during the Life of such eldest Son, upon trust to preserve contingent Remainders, if such eldest Son should join his Father in suffering a Recovery or in conveying or mortgaging any Part or Parts of the Freehold and Leasehold Estates in the said Will mentioned; and by the same Codicil the said Testator appointed the said *Sir John Dean Paul* another Executor of his said Will: And whereas the said *John Bowes* late Earl of *Strathmore* duly made and published a Second Codicil to his said Will, bearing Date the Twenty-ninth Day of *October* One thousand eight hundred and nineteen, and thereby republished his said Will, for the Purpose of passing certain Real Estates which he had purchased since the Date of his said Will under the general Devise of Freehold Hereditaments in his said Will contained: And whereas the said *John Bowes* late Earl of *Strathmore* duly made and published a Third Codicil to his said Will, bearing Date the Sixteenth Day of *December* One thousand eight hundred and nineteen, and thereby declared that all such Lands and Hereditaments as he had purchased, and also such Lands and Hereditaments as he had contracted or agreed to purchase, (in case good Titles could be made thereto,) should be respectively deemed, taken, and considered to be comprised in and to pass by and under the general Devise contained in his said Will, save only as the same is altered in and by the said Codicil thereto bearing Date the Sixteenth Day of *June* One thousand eight hundred and eighteen; and the said Testator by the Codicil now in recital willed and directed that the Trustees or Trustee for the Time being of the said Term of One thousand Years should in manner therein mentioned permit the said *Mary* now Dowager Countess of *Strathmore* to reside in *Streatlam Castle* aforesaid on the Death and Failure of Issue of the said *John Bowes*, and should also, out of the Rents and Profits of the Premises comprised in the said Term, pay to the said *Mary* now Dowager Countess of *Strathmore* during her Life an additional Annuity of Five hundred

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Second Codicil, dated 29th Oct. 1819.

Third Codicil, dated 16th Dec. 1819.

Fourth Codicil, dated 27th May 1820.

Fifth Codicil, dated 1st July 1820.

Decree of the Court of Chancery, 25th April 1825.

Pounds for her sole and separate Use, in the same Manner in all respects as he had by his said Will directed with respect to the said Annuity of One thousand Pounds thereby made payable to the said *Mary* now Dowager Countess of *Strathmore*: And the said *John Bowes* late Earl of *Strathmore* duly made and published a Fourth Codicil to his said Will, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and twenty, and thereby declared that all such Lands and Hereditaments as he had contracted or agreed to purchase (in case good Titles could be made thereto) should be respectively deemed, taken, and considered to be comprised in and to pass by or under the general Devise contained in his said Will, save only as the same was altered in and by his said Two Codicils thereto bearing Date respectively the Sixteenth Day of *June* One thousand eight hundred and eighteen and the Sixteenth Day of *December* One thousand eight hundred and nineteen: And whereas the said *John Bowes* late Earl of *Strathmore* duly made and published a Fifth Codicil to his said Will, bearing Date the First Day of *July* One thousand eight hundred and twenty, and thereby gave an additional Bequest of Ten thousand Pounds to the said Sir *John Dean Paul*: And whereas the said *John Bowes* late Earl of *Strathmore* duly republished his said Will on the Third Day of *July* One thousand eight hundred and twenty: And whereas the said *John Bowes* late Earl of *Strathmore* departed this Life on the said Third Day of *July* One thousand eight hundred and twenty, without having, save as aforesaid, revoked or altered his said Will, and without having revoked or altered the said Codicils thereto; and the said Will and Codicils were, on the Twenty-seventh Day of *June* One thousand eight hundred and twenty-one, duly proved in the Prerogative Court of the Archbishop of *Canterbury*, and on the Twenty-fifth Day of *July* One thousand eight hundred and twenty-one in the Prerogative Court of the Archbishop of *York*, by all the Executors thereof, except the said *James Dundas*, who renounced Probate, and disclaimed the Trusts of the said Will and Codicils: And whereas by a Decree of the High Court of Chancery made on the Twenty-fifth Day of *April* One thousand eight hundred and twenty-five in a Cause wherein the said *John Bowes*, then an Infant, by the said Lady *Anna Maria Jessup* his next Friend, was the Complainant, and the said *Mary* Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, since deceased, *James Farrer*, since deceased, *James Farrer Steadman*, since deceased, Sir *John Dean Paul*, *Barrington Price*, since deceased, *Robert Sayer*, *James Dundas*, since deceased, *Thomas Bowes* (now Earl of *Strathmore*), *George Thomas Lyon Bowes* (commonly called Lord *Glamis*, and since deceased), and *Thomas George Lyon Bowes* now commonly called Lord *Glamis*, and others, were Defendants, it was declared that the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore* were well proved, and that the same were to be established, and the Trusts thereof performed and carried into execution: And whereas the said *John Bowes* attained his full Age of Twenty-one Years in the Month of *June* One thousand eight hundred and thirty-two, and thereupon entered into and is now in the Possession of the said devised Premises: And whereas the said *John Bowes*, in compliance with the Direction in that Behalf contained in the said Will of the said *John Bowes* late Earl of *Strathmore*, duly obtained a

Licence

Licence under the Royal Sign Manual authorizing him to bear and use, and he has borne and used accordingly, the Surname and Arms of *Bowes*: And whereas the said *Thomas Bowes* now Earl of *Strathmore*, the Brother of the said Testator, had Issue an eldest Son, *George Thomas Lyon Bowes*, since deceased, and commonly called in his Lifetime Lord *Glamis*: And whereas the said *George Thomas Lyon Bowes*, lately called Lord *Glamis*, died in the Year One thousand eight hundred and thirty-four, leaving *Thomas George Lyon Bowes*, now commonly called Lord *Glamis*, his eldest Son then living, him surviving: And whereas the said lastly-named Lord *Glamis* attained his full Age of Twenty-one Years on the Twenty-eighth Day of *September* One thousand eight hundred and forty-three: And whereas in the Year One thousand eight hundred and thirty-one the said Dowager Countess of *Strathmore* intermarried with *William Hutt* Esquire: And whereas the said Lady *Anna Maria Jessup* died on the Twenty-ninth of *March* One thousand eight hundred and thirty-two: And whereas the said *John Page*, One of the Annuitants mentioned in the said Will, died in or about the Year One thousand eight hundred and thirty-nine: And whereas the said *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman* have severally departed this Life, leaving the said Dowager Countess of *Strathmore*, *Henry Jadis*, and Sir *John Dean Paul* the only surviving Trustees of the Term of One thousand Years so created as aforesaid by the Will of the said late Earl: And whereas the said *Barrington Price* has departed this Life, leaving the said *Robert Sayer* him surviving: And whereas at the Time of making the Devises aforesaid, and thenceforth up to the Time of his Death, the said *John Bowes* late Earl of *Strathmore* was seised of (*inter alia*) Three principal Estates; that is to say, first, the "*Streatlam Castle Estate*," comprising *Streatlam Castle*, the ancient Residence of the said Testator's Ancestors, and containing about Two thousand six hundred Acres, and situate in the County of *Durham*; secondly, "*the Gibside Estate*," comprising the ancient Mansion House called *Gibside*, and about Three thousand Acres of Land, likewise situate in the said County of *Durham*; and, thirdly, "*the Yorkshire Estate*," comprising about Fifty thousand Acres of Land, and consisting of Tenements all near to or adjoining each other, and situate in the North Riding of the said County of *York*: And whereas the said Testator at the Time of his last republishing his Will, and thenceforth up to the Time of his Death, was seised of many Messuages, Lands, and Hereditaments lying wholly detached and distinct from the said Three principal Estates called respectively "*the Streatlam Castle Estate*," "*the Gibside Estate*," and "*the Yorkshire Estate*," subject nevertheless as to Part of such detached Estates to certain Mortgages and Incumbrances: And whereas the said Messuages, Lands, and Hereditaments so lying detached as aforesaid are described in the Schedule hereto annexed intituled the First Schedule: And whereas it would be advantageous for all the Persons interested or hereafter to become interested under the general Devise contained in the Will of the said Testator, and would tend to effectuate the general Wishes of the said Testator with respect to the Aggrandizement of his said Three principal Estates, if the Messuages, Lands, and Hereditaments comprised in the said First Schedule could be sold,

sold, and the Proceeds of such Sale applied in manner herein-after directed respecting the same: And whereas after the Death of the said Testator the Hereditaments and Premises described in the Second Schedule hereto annexed, and which are distant about Seven Miles from the *Streutlam Castle* Estate, were offered for Sale, and were purchased by the Trustees of the said Term of One thousand Years out of Monies in their Hands applicable to the Purchase of Real Estates under the Will of the said Testator: And whereas Opportunities of purchasing Lands nearer to or more convenient to be held with the said Three principal Estates of the said Testator from Time to Time occur, and it would be advantageous for all the Persons interested or hereafter to become interested under the general Devise of the said Testator's Real Estates if the Hereditaments and Premises so purchased as aforesaid by the said Trustees were resold, and the Proceeds of such Sale applied in the Purchase of other Lands and Hereditaments to be settled to the same Uses, and lying contiguous or near to One of the said Three principal Estates: And whereas the Building called *Hylton Castle*, described in the said First Schedule, which was purchased merely as an advantageous Investment for Money in the Year One thousand seven hundred and sixty-three, and which forms no Part of the ancient Family Property of the said Testator, comprises, besides its Tower and the central Part of the Structure, Two very extensive Wings of comparatively modern Date: And whereas the said Testator some Time before his Death came to the Determination of pulling down the said Building called *Hylton Castle*, and employing the Materials thereof in the Improvement of his other Property, but he died before giving effect to his Intention: And whereas the said last-mentioned Building, including the said Wings, is so extensive, and so unfavourably situate with a view to its Use as a Gentleman's Residence (being very near to the Town of *Sunderland*), that no Tenant has been or can be found who would pay a fair Rent for the Occupation thereof, or who would keep the same Building in proper Repair in consideration of being permitted to occupy the same Rent-free: And whereas under the Circumstances aforesaid the said Building has remained unoccupied as a Gentleman's Residence for many Years: And whereas the Expence of keeping the said Building, and especially the modern Wings thereof, in tolerable Repair, is very great: And whereas some Time may elapse before any Sale of the said *Hylton Castle* and the adjoining Lands can be effected under the Power herein contained, and in the meantime it would be advantageous for all the Persons interested or hereafter to become interested under the general Devise of the said Testator's Real Estates if the said Wings were pulled down, and the Materials thereof sold, and the Proceeds of such Sale applied in manner herein-after directed respecting the same: And whereas the Coal and Minerals situate under the Lands subject to the Power for granting Mining Leases in the said Will contained lie deep, and much Time and Outlay of Capital would be required in order to win the same: And whereas Individuals and Companies disposed to engage in Mining Enterprises in the North of *England* are unwilling to take Mining Leases of Lands containing deep Coal and Minerals for a less Term than Sixty Years: And whereas, under the Circumstances aforesaid,

said, no advantageous Mining Lease of the said Lands for a Term so short as the Term of Thirty-one Years can be effected, and it would be for the Benefit of the Persons now or hereafter to become interested in the said last-mentioned Lands, under the Limitations in the said Will contained, if the Term for which Mining Leases thereof may be granted were extended to the Period of Sixty Years: And whereas many Tenements and Parcels of Land possessed by several Persons for the Residue of a Term of One thousand Years lie contiguous to and in many Cases intermixed with the said "*Yorkshire Estate*:" And whereas the said Testator at the Time of making his Will, and thenceforth to the Time of his Death, was seised of the Reversion in Fee expectant upon the said Term of One thousand Years, but about Seven hundred and sixty Years of the said Term now remain unexpired: And whereas Opportunities of purchasing many of the said Tenements and Parcels of Land for the Residue of the said Term of One thousand Years therein frequently occur, but the Will of the said Testator contains no Power for the Purchase of Leasehold Estates: And whereas it would be advantageous for all the Persons interested or hereafter to become interested under the general Devise contained in the Will of the said Testator if the Power to purchase Freehold and Copyhold Lands contained in the said Will were extended so as to authorize the Purchase of Leasehold Estates held for Terms of Years whereof Two hundred Years or more remain unexpired: And whereas the said *Henry Jadis* resides altogether abroad, and much Expence and Inconvenience has already been and may hereafter be occasioned by the Necessity of procuring his Concurrence to and Execution of the Leases from Time to Time granted or to be granted, or other the Deeds or Instruments, Acts, Matters, and Things, which may be found requisite or necessary for carrying into effect the Trusts and Powers of the said Will and Codicils, and it would be advantageous for the Persons now interested or hereafter to become interested in the said settled Estates under the said Will and Codicils if the said Dowager Countess of *Strathmore* and Sir *John Dean Paul*, and the Survivor of them, and the Executors and Administrators of such Survivor, were empowered to grant such Leases, and otherwise execute such Trusts and Powers alone, and without the Necessity of the Concurrence of the said *Henry Jadis*: And whereas *George Witham* of *Lartington Hall* in the North Riding of the County of *York*, Esquire, *Thomas Wheldon* of *Barnard Castle* in the said County of *Durham*, Gentleman, and *Edward Western* of *Great James Street, Bedford Row*, in the County of *Middlesex*, Gentleman, are fit and proper Persons to act in the Trusts hereby in them reposed, and they are willing to act therein accordingly: And whereas by reason of the Limitations in strict Settlement contained in the said Will of the said *John Bowes* late Earl of *Strathmore* the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Bowes*, the Tenant for Life in possession of the said settled Estates, and the said *Thomas George Lyon Bowes* (commonly called Lord *Glamis*), the Tenant in Tail in remainder of the same settled Estates immediately expectant upon the Death without Issue of the said *John Bowes*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty,

[Private.]

Hereditaments devised by Will, &c. of John Bowes late Earl of Strathmore, or purchased under the Trusts thereof, and comprised in Schedules, vested in Trustees to be sold.

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 immediately after the passing of this Act the Messuages, Lands, Tenements, Hereditaments, and Premises late of the said *John Bowes* late Earl of *Strathmore*, and devised by his said Will and Codicils as aforesaid, or purchased under the Trusts thereof, which are respectively comprised and specified in the said Schedules hereto annexed, intituled respectively the First and Second Schedules, with their and every of their Rights Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of and in all and singular the same Messuages, Lands, Tenements, Hereditaments, and Premises, shall be vested in and settled upon, and the same are hereby respectively vested in and settled upon, the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, and their Heirs and Assigns for ever, according to the several Natures and Tenures thereof respectively, freed and absolutely acquitted, exonerated, and discharged of and from all and every of the Uses, Estates, Trusts, Entails, Remainders, Limitations, and Conditions, Powers, Charges, Provisoos, and Declarations, in and by the hereinbefore recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore* limited and declared of and concerning the same Premises respectively, but subject and without Prejudice to any Mortgages or Incumbrances charged upon the said Hereditaments or any Part thereof, and now subsisting thereon, and also subject to any existing Leases of the said Hereditaments, upon the Trusts, and to and for the Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same; that is to say, upon trust that the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, (with the Consent in Writing of the said *John Bowes* during his Life, and after his Decease then with the Consent in Writing of the Person or Persons for the Time being entitled to the Rents of the said Three principal Estates so settled as aforesaid by the said Will, or in case of the Person or Persons so entitled as aforesaid being an Infant or Infants, then with the Consent in Writing of the Guardian or Guardians of such Infant or Infants,) absolutely sell and dispose of the said Hereditaments and Premises so hereby vested in them the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, and their Heirs and Assigns as aforesaid, with their and every of their Appurtenances, and the Fee Simple and Inheritance thereof, and the Building Materials now constituting the Wings of *Hylton Castle* aforesaid, (in case the same should not be previously sold standing,) either by public Sale or private Contract, or partly by public Sale and partly by private Contract, and in such Lots and Parcels as may be deemed expedient, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof or of any Part thereof respectively, for the most Money or for the best Price or Prices that can be reasonably had or gotten for the same, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit, with full Power and Authority for the said Trustees or Trustee for the Time being to buy in the

same Lands, Hereditaments, and also the said Building Materials, or any Part or Parts thereof, at any Sale or Sales by public Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Lands, Hereditaments, and Building Materials, or any Part or Parts thereof, and to resell in manner aforesaid the Lands, Hereditaments, and Building Materials which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being answerable for any Loss which may be occasioned thereby, and, upon Payment in manner herein-after mentioned of the Money arising from the said Sale or Sales, do and shall convey, surrender, and assure the said Hereditaments and Premises so to be sold as aforesaid, with their Appurtenances, and deliver Possession of the said Building Materials unto the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs or Assigns, unto or for such other Uses, Intents, or Purposes as he, she, or they respectively shall direct or appoint.

II. Provided always, and be it enacted, That if any of the Lands and Hereditaments hereby authorized to be sold shall be so sold without the Concurrence of the Person or Persons entitled to the Benefit of the said Mortgages and Incumbrances so affecting the same as aforesaid, or any of them respectively, then and in such Case the Hereditaments and Premises so to be sold shall be conveyed, subject and without Prejudice to such Mortgages and Incumbrances respectively.

Lands to be sold subject to existing Incumbrances.

III. Provided also, and be it enacted, That if any of the Lands and Hereditaments shall be sold with the Concurrence of the Person or Persons entitled to the Benefit of such Mortgages or Incumbrances, and such Person or Persons shall join in the Conveyances of such Lands and Hereditaments to the Purchaser or Purchasers thereof, then and in such Case the Purchase Money to be produced by the Sale and Sales hereby authorized, or so much as the Mortgagee or Incumbrancer respectively shall require to be paid, shall be first applied in Payment and Discharge of the Principal Monies due in respect of the same Mortgages and Incumbrances respectively.

Purchase Money to be applied in discharge of Principal Monies if Mortgagees consent.

IV. And be it enacted, That the Monies arising from any Sale of Lands to be effected in pursuance of this Act, after Payment of the Principal Monies due upon any of the said Mortgages and Incumbrances affecting the same respectively, if sold with the Concurrence of the Mortgagees or Incumbrancers as aforesaid, shall be paid by the Person or Persons to whom such Sale shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of Part of the settled Estates of *John Bowes* late Earl of *Strathmore*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Purchase Monies for the Lands to be paid into the Bank of *England* in the Name of the Accountant General.

V. And

When Expences of Act, &c. are paid, the Residue to be laid out under the Direction of the Court of Chancery.

V. And be it enacted, That out of the Monies so to be paid into the Bank as aforesaid the Costs, Charges, and Expences which shall be incurred preparatory to and in applying for and obtaining and passing this Act, and also the Costs, Charges, and Expences which shall be incurred in relation to or attending the Sale or Sales hereby authorized, and the Costs, Charges, and Expences of any Application to or proceeding in the said Court under this Act, shall be in the first place paid and satisfied; and the Residue and Surplus of such Monies shall with all convenient Speed from Time to Time, when such Monies shall be of sufficient Amount, upon Petition to be presented to the said Court of Chancery in a summary Way by the Person or Persons who, if the Power of Sale herein contained had not been exercised, would have been for the Time being beneficially entitled in possession to the Rents and Profits of the Hereditaments which shall have been sold in pursuance of this Act; (or if such Person or Persons shall be under the Age of Twenty-one Years then by his, her, or their Guardian or Guardians,) be paid, laid out, and applied, if deemed expedient, in or towards the Satisfaction and Discharge of any Mortgage or Incumbrance charged upon the Inheritance of the said *Streatlam Castle, Gibside, and Yorkshire Estates*, or any or either of them, or any Part thereof, or invested, by the Order and under the Direction of the said Court, in the Purchase of Freehold or Copyhold or Customary Manors, Messuages, Farms, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in possession, or of Leasehold Tenements or Hereditaments held for a Term of Years of which no less than Two hundred Years shall at the Time of such Purchase be to come and unexpired, or in the Purchase of any Fee-farm Rents, Quit Rents, or perpetual Rent-charges issuing out of the said *Streatlam Castle, Gibside, and Yorkshire Estates*, or the Bonds and Hereditaments to be purchased, or any or either of them, or any Part or Parts respectively, or in procuring the Enfranchisement of any Part or Parts of the said Estates, or the Lands and Hereditaments so to be purchased as are of Copyhold or Customary Tenure, that is to say, in defraying the Purchase Monies and all Law and other Expences attending upon every such Purchase, and the Expence of settling the Hereditaments when purchased to the Uses herein-after directed, provided that the Hereditaments so to be purchased shall be situate contiguous or near to or convenient to be held with One of the said Three principal Estates called respectively "the *Streatlam Castle Estate*," "the *Gibside Estate*," and "the *Yorkshire Estate*."

Purchased Lands to be settled to the Uses of the late Earl of Strathmore's Will.

VI. And be it enacted, That all the Hereditaments and Premises to be purchased out of the Monies resulting from the Sales hereby authorized shall be conveyed, surrendered, assigned, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments sold under the Authority of this Act would have stood limited and settled in case such Sale had not been made, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances of each Case will admit.

VII. And

VII. And be it enacted, That all Sums of Money to be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as may not be ordered by the said Court of Chancery to be applied in Payment of such Costs, Charges, and Expences as aforesaid, or in the immediate Purchase of Lands, shall be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills: Provided always, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be ready for Issue, it shall be lawful for the said Court of Chancery to make such general or special Order or Orders as may be proper for authorizing the Receipt of such new Navy or Victualling or Exchequer Bills in exchange for those which are in course of Payment, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off.

All Monies paid into the Bank, after Payment of Costs and Expences, to be laid out in Navy, Victualling, or Exchequer Bills.

VIII. And be it enacted, That the said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be delivered out by Order of the said Court.

Bills to be deposited in the Bank.

IX. And be it enacted; That it shall be lawful for the said Court of Chancery, upon a Petition to be preferred to the said Court in a summary Way by the Person or Persons who for the Time being (if the Trust for Sale herein contained had not been exercised) would have been beneficially entitled in possession to the Rents and Profits of the Hereditaments to be sold in pursuance of this Act, (or if such Person or Persons shall be under the Age of Twenty-one Years then upon a Petition to be preferred by their, his, or her Guardian or Guardians,) to make all such Orders as may be necessary or proper for selling any Bill or Bills so purchased or received in exchange as aforesaid, and applying all Monies to be received from the Sale, or on account of such Bill or Bills, in making such Purchases as aforesaid, and in defraying all such Costs, Charges, and Expences as are herein mentioned, and otherwise in the Execution of this Act.

Court of Chancery may make Orders for selling the Bills and applying the Proceeds.

X. And be it enacted, That if the Money arising from the Sale of such Navy, Victualling, or Exchequer Bills as aforesaid shall exceed the Amount of the Monies with which the same were purchased, then and in such Case only the Surplus which shall remain shall be paid to such Persons or Person respectively as during the Continuance

If the Money arising by Sale of Bills shall exceed the original Money, the Surplus to be

[Private.]

paid to the
Persons who
would be
entitled
thereto.

of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments to be purchased in case the same had been actually purchased in pursuance of this Act, or the personal Representatives or Representative of such Person or Persons, as Part of his, her, or their Personal Estate.

Certificate of
the Account-
ant General,
with the Re-
ceipts of
One of the
Cashiers of
the Bank, &c.
to be good
Discharges.

XI. And be it enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of such Purchaser or Purchasers as aforesaid, of his, her, or their respective Purchase Money or Purchase Monies, or an Office Copy or Office Copies thereof, shall be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Court of
Chancery to
make Orders
for taxing
Costs of
Sales, &c.,
and for Pay-
ment of the
same.

XII. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as the said Court shall think fit for taxing or settling all Costs, Charges, and Expences which have been or shall be incurred in preparing, obtaining, or passing this Act, and preparatory thereto, and in and about all Applications to and Proceedings in the said Court of Chancery to be made or had in pursuance of this Act, and in making and completing the Sales hereby authorized, and in investing the Monies which shall be invested in pursuance of this Act, and in effecting the Purchases hereby directed to be made, and in settling the Hereditaments to be purchased, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Order as the said Court shall think fit for Payment of any such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from any of the Sales hereby authorized, or from the Money arising from the Sale or Payment of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid, or out of any other Monies paid into the Bank in pursuance of this Act, and the Monies so ordered to be paid by the said Court of Chancery shall be paid accordingly.

Court may
make other
Orders if it
thinks fit.

XIII. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such further and other Order or Orders for effecting the Objects of this Act as the said Court shall think fit.

Rents and
Profits, till
Sales are
completed,

XIV. And be it enacted, That in the meantime, and until such Sale or Sales shall be made as aforesaid of the Hereditaments and Premises hereby authorized to be sold, and comprised in the said Schedules

Schedules hereto, the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, and their Heirs and Assigns, shall permit and suffer the Rents and Profits thereof to be had, received, and taken by the Person or Persons who would respectively have been entitled to receive the same if this Act had not been passed.

to be received by the Persons entitled.

XV. And be it enacted, That all Monies, whether arising from the Real or from the Personal Estate of the said *John Bowes* late Earl of *Strathmore*, which, under the Provisions of his said Will and Codicils, are now or hereafter shall be applicable to the Purchase of Freehold, Copyhold, and Customary Lands, may be applied, not only in the Purchase of such Freehold, Copyhold, and Customary Lands, but also in the Purchase of Leasehold Lands and Hereditaments contiguous, near to, or convenient to be held with any of the said Three principal Estates, and held for a Term or Terms of Years whereof not less than Two hundred Years shall at the Time of the Purchase thereof remain unexpired: Provided always, that the Leasehold Hereditaments so to be purchased shall be settled to the same Uses, and upon the same Trusts, and for the same Intents and Purposes as the said Three principal Estates of the said late Earl, or as near thereto as the Difference in the Nature of the Tenure will allow.

Monies applicable to the Purchase of Lands may be applied to the Purchase of Leaseholds.

XVI. And be it enacted, That it shall be lawful for the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, and they and he are and is hereby authorized and empowered, (with the Consent in Writing of the Person or Persons whose Consent to the Sale of the Hereditaments hereby authorized to be sold is hereby made necessary,) to pull down or cause to be pulled down all or any Part of the Wings of the said Castle of *Hylton*, and for that Purpose to do or cause to be done all necessary Acts, and to sell the Materials of the said Wings when so pulled down either by Auction or otherwise, as they shall think fit.

Trustees empowered to pull down the Wings of *Hylton* Castle and sell Materials.

XVII. And be it enacted, That the Monies to be produced by such Sale as last aforesaid shall be received by the said Trustees or Trustee hereby authorized to pull down the said Wings, and their or his Receipts or Receipt shall be sufficient Discharges or a sufficient Discharge to the Purchasers or Purchaser paying the same; and the same Monies, after deducting thereout the Costs of pulling down the said Wings, and effecting the Sale of the said Materials, shall be paid into the said Court of Chancery, with the Privity of the said Accountant General, to the Account aforesaid, and shall be applied in the same Manner as the Monies arising from the Sale of the Hereditaments hereby authorized to be sold.

Monies produced by Sale of Materials to be paid into Court.

XVIII. And be it enacted, That the Person or Persons who for the Time being is or are or shall be authorized and empowered to grant Leases of Collieries, Mines, and Works, and of Easements, Rights, and Liberties for the Purposes of such Leases, for any Term of Years not exceeding Thirty-one Years, under the Power in the said Will in that Behalf contained, shall be, and he, she, and they is and are

Power of granting Mining Leases extended to Sixty Years.

are hereby authorized and empowered to grant such Leases of Collieries, Mines, and Works, and Easements, Rights, and Liberties for the Purposes aforesaid, for and during any Term of Years not exceeding Sixty Years, as fully and effectually, and under and subject to the same Conditions and Restrictions, and in such and the same Manner in all respects, as if he, she, or they had been authorized and empowered by the said Will to grant such Leases as aforesaid for the Term of Sixty Years instead of the Term of Thirty-one Years.

Trusts may be executed without Concurrence of Henry Jadis.

XIX. And be it enacted, That all Leases hereafter to be granted of the Premises under the Powers contained in the said Will or Codicils of the said Testator, or under the Provisions of this Act, and also all Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, or Things relating to the said Trust Estates, although executed, signed, made, and done only by the said Dowager Countess of *Strathmore* and Sir *John Dean Paul*, shall be as valid and effectual to all Intents and Purposes whatsoever as if the said *Henry Jadis* had joined in and executed such Leases, Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, and Things, as well as the said Dowager Countess of *Strathmore* and Sir *John Dean Paul*.

Proviso for reducing Number of Trustees.

XX. Provided always, and be it enacted, That upon any Appointment from Time to Time hereafter to be made of any new Trustees or Trustee of the said Term of One thousand Years under the Power for that Purpose contained in the said Will of the said Testator, or by the High Court of Chancery, it shall not be imperative that the whole Number of Vacancies then existing should be filled up, but it shall be sufficient that One or more new Trustee or Trustees only; as Occasion may require, be so appointed, so as, together with the then surviving or continuing Trustee or Trustees, the whole Number of Trustees of such Term of One thousand Years shall be not less than Four Trustees.

Power to appoint new Trustees in case of Death, &c.

XXI. Provided always, and be it enacted, That in case the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, or any or either of them, or any Trustee or Trustees who shall be appointed as herein-after is mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from, or shall refuse or decline or become incapable to act in, the Trusts hereby reposed in them or him, or shall travel and reside out of *Great Britain*, before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful to and for the said Court of Chancery in a summary Way, on a Petition to be preferred by the said *John Bowes* during his Life, and after his Decease by the Person or Persons who for the Time being, under or by virtue of the Limitations contained in the said Will and Codicils, would (if this Act had not been passed) be beneficially entitled in possession to or to the Receipt of the Rents and Profits of the Hereditaments hereby made saleable, or if such Person or Persons be under Age, then by his, her, or their Guardian or respective Guardians, to appoint any Person or Persons named by the said Court to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged,

discharged, or refusing, declining, or becoming incapable, or travelling and residing out of *Great Britain* as aforesaid; and thereupon all the Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and transferred in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Intents and Purposes, as are herein declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

XXII. And whereas the said *Robert Sayer* is now travelling abroad, and hath not appeared personally to testify his Consent to this Act; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Robert Sayer*, or against any Person or Persons claiming by, from, through, or under him, until the said *Robert Sayer* shall signify his Consent to this Act by Writing under his Hand, testified by One or more Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Robert Sayer*, and all Persons claiming by, through, from, or under him, as if such Consent and Acceptance had been obtained and proved before the passing of this Act; and such Consent may be in the Form or to the Effect following; that is to say,

Providing for
the Consent
of Robert
Sayer.

' I *Robert Sayer* do hereby consent to an Act of Parliament passed
' in the Ninth Year of the Reign of Queen *Victoria*, intituled *An*
' Act for authorizing the Sale of certain Portions of the Real Estates
' devised by the Will and Codicils of John Bowes late Earl of Strath-
' more; and for authorizing the Purchase of other Real Estates, in-
' cluding Lands held for long Term of Years, to be settled to the Uses
' of the said Will and Codicils; and for extending the Power of
' granting Mining Leases given by the said Will; and for other Pur-
' poses." Given under my Hand, the Day of
' One thousand eight hundred and forty . '

XXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Hutt* and *Mary Dowager Countess of Strathmore* his Wife, *Sir John Dean Paul*, *Robert Sayer*, the said *John Bowes* and his Descendants, the said *Thomas George Lyon Bowes* commonly called *Lord Glamis* and his Descendants, and all other the Descendants of the said *Thomas Earl of Strathmore*, and all and every other Person or Persons to whom any Estate, Right, Title, Interest, Charge, or Incumbrance whatsoever, of, in, to, upon, out of, or concerning the said Lands and
[Private.]

General
Saving.

Here-

Hereditaments comprised in the said Schedules to this Act annexed, and so hereby vested in trust to be sold as aforesaid, or any of them, or any Part or Parts thereof, shall have been devised or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, or any of the Uses, Trusts, Limitations, Powers, Provisoes, or Declarations therein respectively contained, or otherwise howsoever in respect or on account thereof,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the said Lands and other Hereditaments and Premises so hereby vested in trust to be sold as aforesaid, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

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

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

The FIRST SCHEDULE referred to by the foregoing Act.

THE Manor of Hylton otherwise Hilton in the Parish of Monkwearmouth in the County of Durham, and One Sixteenth Part of the East and West Manor of Winlaton otherwise Winlington in the Parish of Ryton in the said County of Durham, with the Rights, Members, Privileges, and Appurtenances thereof.

One Sixteenth of the Collieries, Coal Mines, Coal Pits, Seam and Seams of Coal, as well open as not open, within and under the said East and West Manor of Winlaton otherwise Winlington, or within the Lands and Grounds thereto belonging, or the Precincts and Territories thereof.

One Sixteenth of the Fishery called Winlaton otherwise Winlington Fishery. And the several Messuages, Mills, Farms, Lands, and Hereditaments hereinafter described ; (that is to say,)

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.				
		A.	R.	P.	A.	R.	P.		
IN THE PARISH OF WHICKHAM IN THE COUNTY OF DURHAM.									
Thomas Shaw, Esquire -	Mansion House, Gardens, and Pleasure Grounds.	2	2	19					
	West Close - - -	1	2	22					
	East Close - - -	0	2	11					
	Purchased Waste - - -	0	2	32					
	Mitford's Garden - - -	0	0	15					
	Acre Field - - -	1	0	24					
					6	3	3		
William Braban - - -	Paddock - - -	-	-	-	0	1	30		
Adam Thompson - - -	Cottage and Garden - - -	-	-	-	0	0	13		
<i>Wickham Lodge.</i>									
John Burnip - - -	West Field - - -	4	0	23					
	East Field - - -	3	0	32					
	High Field - - -	3	0	23					
	East Orchard - - -	3	3	38					
	West Orchard - - -	2	1	2					
	Carriage Road - - -	0	2	20					
	Lodge and Garden - - -	0	1	6					
	Portion of Derwent Mouth - - -	4	3	36					
					22	2	20		
Mister Dougall - - -	Windy Nook - - -	-	-	-	0	1	10		

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
<i>Washing Wells.</i>							
John and George Atkinson	Home Pasture	5	1	7	29	2	27
	Garth	2	2	0			
	South Field	6	2	36			
	North Field	4	2	34			
	Middle Field	5	1	34			
	East Pasture	4	3	36			
<i>White Fields.</i>							
John and George Atkinson	North Field	10	2	30	29	3	22
	West Field	8	0	7			
	East Field	11	0	25			
In hand	Woodlands	-	-	-	6	0	30
<i>Dunston.</i>							
In hand	Marley Hill Staith	0	2	13	1	2	0
Sundry Tenants	Gardens	0	3	27			
Widow Leybourne's Ex-ecutors.	Ground Rent.	-	-	-	-	-	-
A. H. Matthewson's Ex-ecutors.	Mill Meadows	1	3	19	2	1	0
Sundry Tenants	Gardens, &c.	0	1	21			
John Greener	Teams, Cottages, and Gardens	-	-	-	0	2	2
Thomas Tulip and others	Ditto	-	-	-	-	-	-
William Jobling	A Quay or Landing at Swalwell Keel—Landing at Ditto.	-	-	-	-	-	-
<i>In the Chapelry of Lamesley.</i>							
John White	One Moiety of				60	1	11
	North West Field	11	2	10			
	North Field	8	3	20			
	Middle Field	8	3	20			
	North-east Field	7	0	6			
	East Field	6	0	20			
	West Field	5	0	3			
	Middle Field	5	0	32			
	Home Field	5	2	20			
	Garth	2	0	0			
IN THE PARISH OF LANCHESTER.							
<i>Cornsey.</i>							
Anthony Shaw	House Field	4	0	24	9	0	27
	Low Field	1	3	26			
	House Stead	0	0	1			
	Town Fields	0	2	10			
	Ditto	0	3	8			
	Ditto	0	2	35			
	Ditto	1	0	3			

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.				
		A.	R.	P.	A.	R.	P.		
IN THE CHAPELRY OF TANFIELDS.									
<i>Park Head.</i>									
Luke Turnbull	One Moiety of Well Hill	18	0	39					
	High Field	12	2	11					
	Redrow Field	8	2	24					
	Long Field	9	2	29					
	Claypit Field	8	0	12					
	Far Lane Field	7	1	8					
	Wood Close	7	1	20					
					71	3	23		
In hand	Woodlands	-	-	-	13	2	37		
<i>East Shield Row.</i>									
The Rev. William Simpson	Two Thirds of Houghill Bridge	-	-	-	10	2	22		
Edward Young	One Third of Haystack Field	14	2	7					
	Burn Close	11	2	32					
	Houses and Garths	0	1	14					
	Mary Liddell's Field	13	2	20					
	Eight Acre Field	8	3	26					
	Nine Acre Field	9	0	30					
	Sister Wham	10	1	15					
	Birkey Hill	19	1	32					
	First Field	11	0	8					
	Houses and Garths	3	2	0					
	Allotment	19	3	18					
					122	2	2		
<i>West Shield Row.</i>									
Joseph Ramshaw	One Moiety of Intake	5	1	0					
	Well Close	8	2	25					
	Low Springs	18	0	21					
	Well Field	31	2	28					
	High Springs	23	0	0					
	Fox Holes	25	2	21					
	Allotment	5	0	15					
	Ditto	6	0	15					
	Ditto	2	3	38					
	Ditto	17	0	19					
	Ditto	12	1	12					
	Waggonway and Waste	2	3	26					
					158	3	20		
In hand	Woodlands	-	-	-	4	2	32		
George Oxley	House and Gardens.	-	-	-	-	-	-		
John Charlton	Lintze Allotment	-	-	-	1	2	10		
Thomas Holms	Burnop Field	-	-	-	0	1	0		

[Private.]

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
IN THE TOWNSHIP OF WINLATON.							
<i>Low Spen.</i>							
Robert Anderson	- Fog Field - - -	6	0	16			
	- Pasture Field - - -	4	2	26			
	- Four Corner Field - - -	3	2	16			
	- Coseit Hill - - -	3	3	12			
	- Low Field - - -	10	0	12			
	- Four Acre Field - - -	4	3	16			
	- Eight Acre Field - - -	7	1	12			
	- Middle Pasture - - -	6	2	28			
	- East High Field - - -	4	1	0			
	- West High Field - - -	4	3	0			
	- Horse Pasture - - -	2	2	32			
	- Bottoms - - -	1	1	0			
	- Long Riggs - - -	11	2	0			
	- First Allotment - - -	0	3	36			
	- Second Allotment - - -	2	3	6			
	- Maiden Riggs - - -	3	0	32			
					78	2	4
In hand	- Woodlands - - -	-	-	-	22	3	18
<i>High Spen.</i>							
Robert Anderson	- One Moiety and One Sixth of the remaining Moiety of						
	- North-east Field - - -	8	1	32			
	- Close and Wood - - -	2	0	32			
	- Middle Field - - -	9	1	12			
	- East Wood Field - - -	6	3	18			
	- Close and Wood - - -	2	1	0			
	- Low Wood Field - - -	8	0	2			
	- Close and Wood - - -	2	2	17			
	- Farmhouse, &c. - - -	4	0	0			
	- Close and Wood - - -	8	1	22			
	- Eight Allotment - - -	9	1	0			
					56	1	15
In hand	- Woods and Waste - - -	-	-	-	48	3	5
<i>Smaels.</i>							
Anthony Shotton	- North Field - - -	7	1	26			
	- Close and Wood - - -	8	3	14			
	- Ditto - - -	10	0	0			
	- Lane - - -	0	3	12			
	- Wood Field - - -	7	0	8			
	- Close and Wood - - -	6	3	14			
	- Wood Field - - -	5	0	26			
	- Ditto - - -	1	2	19			
	- East ditto - - -	15	3	28			
	- Farmhouse, &c. - - -	1	1	31			
	- Garth - - -	1	3	32			
	- Home Pasture - - -	12	1	0			
	- Close and Wood - - -	5	2	38			
	- Bridge Haugh - - -	10	0	3			
					95	0	11
In hand	- Woodlands - - -	-	-	-	41	2	18

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
<i>Stampley Moss.</i>							
G. H. Ramsay, Esquire -		5	2	38			
		7	2	4			
	(Including Wood) - - -	6	3	12			
	Ditto - - - - -	6	3	12			
	Ditto - - - - -	6	1	3			
	Ditto - - - - -	2	3	1			
	Farmhouse, &c. - - -	6	0	37			
	Lane from G to H - -	0	3	30			
					43	0	17
<i>West Thornley.</i>							
John Robinson - - -	East Field - - - - -	4	2	0			
	South Field - - - - -	3	0	0			
	West Pasture - - - - -	7	3	38			
	Home Pasture - - - - -	4	3	3			
	Wood Field - - - - -	5	2	24			
	Middle Field - - - - -	3	3	34			
	West Haugh - - - - -	5	2	9			
	North Middle Field - -	6	1	30			
	East Pasture - - - - -	6	1	20			
	Farmhouses, &c. - - -	1	1	27			
	Old Waggonway - - - -	1	2	16			
	Garth - - - - -	2	2	9			
					53	3	10
In hand - - - - -	Woodlands - - - - -	-	-	-	0	2	16
<i>Burn Banks.</i>							
John Smith - - - - -	West Field - - - - -	4	2	3			
	East Wood Field - - - -	5	0	7			
	Garth - - - - -	0	1	23			
	Allotment - - - - -	0	0	20			
	Ditto - - - - -	0	0	8			
	Ditto - - - - -	0	3	20			
	Ditto - - - - -	1	0	35			
	Ditto - - - - -	0	0	18			
					12	1	14
In hand - - - - -	Woodlands - - - - -	-	-	-	3	1	22
Michael and William Atkinson.	A House.						
<i>Bladon.</i>							
Samuel Cayley, Esquire -	House and Garden - - -	-	-	-	0	1	5
Dorothy Carr - - - - -	House - - - - -	-	-	-	0	0	1
Brunton and Creighton -	House - - - - -	-	-	-	0	0	1
Mulcaster and Hall - - -	Houses and Ground - - -	-	-	-	0	2	23
	Land - - - - -	-	-	-	0	1	8
T. W. Beaumont - - - - -	Lead, Quay, and Warehouses -	-	-	-	0	0	30

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
<i>Winlanton.</i>							
Thomas Jonas Hall	House, &c.	0	0	29			
Robert Marshall	Ditto	0	0	4			
Edward Douglas's Executors.	Ditto	0	0	3			
George Hunter	Ditto	0	3	34			
T. G. Angus	Ditto	0	0	3			
					1	0	33
Robert Laycock	Ditto	0	0	7½			
Overseers of the Poor	Ditto	0	0	15½			
Joseph Patterson	Ditto	0	0	7			
John Smith	Ditto	0	0	13			
Edward Douglas	Ditto	0	0	3			
William Jeavens	Ditto	0	0	4			
George Leybourne	Ditto	0	0	2			
Anthony Humble	Ditto	0	0	20			
Jane and Joseph Jeavens	Ditto	0	0	14			
					0	2	6
John Mulcaster, Esquire	1-16th Whinny Close.						
<i>Eals Haugh.</i>							
Cuthbert Lockey	Lane Side Field	3	0	18			
	Waggonway from K. to Swallowwell Bridge.	16	3	21			
	(Including Buildings)	3	3	24			
	North-east Field	9	1	3			
					33	0	26
<i>Derwent Haugh and Hunter's Field.</i>							
Cuthbert Hamstey	South-west Field	10	1	22			
	Garth	1	3	13			
					12	0	35
	Hunter's Fields	2	1	6			
	Ditto	3	0	27			
					5	1	33
Joseph Handy	East Haugh				3	1	30
<i>Derwent Haugh.</i>							
G. H. Ramsay, Esquire	Middle Haugh	2	0	0			
Owners of Garefield Colliery	Ditto	3	1	38			
Fenwick and Gray and Ann	Cottage and Garden.						
Fenwick and others	Cottages, Gardens, Cinders, Ovens, and vacant Grounds, and Waggonway	13	0	26			
					18	2	24
IN THE PARISH OF USWORTH.							
Lord Ravensworth and Partners.	One Third of Springwell Farm				198	1	4
	Mount Moor Farm				228	2	31
	House and Garden in Usworth				0	1	10

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
NEWCASTLE-UPON-TYNE IN THE COUNTY OF NORTHUMBERLAND.							
John Berkley, Esquire	Ground Rent 6s. 8d.	—			—		
IN THE PARISH OF MONKWEARMOUTH.							
<i>Hylton West Moor.</i>							
John Dent	Farmhouse and Buildings.	—					
	Thistley Field	23	1	7			
	Rye Grass Field	11	1	33			
	West Night Field	9	0	7			
	North-west Lamb Rist	18	1	36			
	South-west ditto	8	1	30			
	South-east ditto	19	2	0			
	North-east ditto	11	3	16			
	East Night Field	10	0	12			
	East House Close	22	2	31			
	Calf Garth	5	0	16			
	Houses, Garths, &c.	1	3	25			
	West House Close	19	0	27			
	North Middle Field	13	1	5			
	South ditto	13	0	30			
	South High Field	18	2	0			
	North ditto	17	1	36			
					223	1	31
<i>North Moor.</i>							
Robert Snowdon	Farmhouse and Buildings.	—					
	South-west Moor	14	2	29			
	North-west Moor	11	0	29			
	North Moor	11	1	28			
	North Little Close	4	2	0			
	Middle Field	15	2	4			
	Middle Moor	14	0	16			
	South-east Moor	14	2	12			
	Middle Field	13	1	30			
	Broad Field	27	2	26			
	Back Field	12	0	26			
	Ditto	4	0	0			
	Houses, Garths, &c.	2	3	22			
	South-east Field	9	1	22			
	Shop Field	30	3	0			
					186	1	4
<i>Smith's Farm.</i>							
John Merriman	Farmhouse and Buildings.	—					
	South Shop Field	15	0	19			
	East Shop Field	17	0	3			
	House and Garth	0	0	32			
					32	1	14

[Private.]

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	<i>Hylton Bridge.</i>						
Robert Snowden	Farmhouse and Buildings.		—				
	Davy's Pasture	9	0	37			
	Middle Field	10	0	35			
	House Field	20	2	17			
	Houses, &c.	1	0	12			
	North Field	12	1	8			
	North Middle Field	14	0	15			
	Middle Field	8	1	15			
	South Field	16	3	36			
	East Field	17	2	28			
					110	1	33
	<i>West Town Moor.</i>						
George Spraggon	Farmhouse and Buildings.		—				
	New Field	16	2	26			
	Middle Field	17	3	24			
	Low Warlish	20	1	12			
	Well Field	10	2	13			
	New Rist	32	1	32			
	Down Hill Field	31	3	36			
	Rough Nook	11	0	5			
	Cow Pasture	8	1	34			
	North Townend Field	24	3	0			
	South ditto	11	3	36			
	Houses, Garths, &c.	1	0	18			
	West Quarter	24	1	20			
	East Quarter	19	0	24			
					230	3	0
	<i>North Town Moor.</i>						
Robert Spraggon	Farmhouse and Buildings.		—				
	Fir Bank	8	3	6			
	Houses, Garths, and Gardens	1	0	28			
	Calf Garth	3	0	18			
	Quarry, &c.	3	3	9			
	Quarry Hill	8	2	3			
	Little Field	10	0	4			
	House Pasture	14	0	28			
	Middle Field	24	0	20			
	East Quarter	20	2	17			
	East Meadow Field	20	0	11			
	West New Close	25	3	10			
	East New Close	23	2	18			
	North Hope	16	3	20			
	North Field	11	3	4			
					192	1	36
James Dodds	Corn Mill.		—				
	<i>Mill Farm.</i>						
Isaac Hodgson	Mill Hill	1	2	38			
	Lane	0	1	30			
	House Field	5	2	37			
					7	3	25

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
<i>Red House.</i>							
Stephen Reynoldson	Farmhouse and Buildings.		—				
	Mill Hill	8	0	21			
	East Bank	10	2	33			
	Mill Nook	23	0	30			
	West Demesne	21	2	28			
	Middle Demesne	20	0	0			
	East Dogtail	19	0	27			
	West Dogtail	11	3	38			
	West Quaker Nook	20	1	25			
	East ditto	20	0	7			
	Bear Park	17	0	5			
	Broad Field	20	1	26			
	North Stickle Hill	23	0	10			
	West ditto	10	0	3			
	East ditto	16	3	0			
Burn Pasture	5	0	0				
Houses, Garths, &c.	1	2	30				
East Demesne	18	3	17				
					268	0	20
<i>Dean House.</i>							
Thomas Reynoldson	Farmhouse and Buildings.		—				
	High Field	32	0	4			
	Dean	17	3	20			
	A.	3	1	1			
	Meadow Close	4	0	9			
	A.	2	3	30			
	Houses and Garths, &c.	0	1	28			
	East Field	7	0	12			
	Mabby End	3	0	4			
	Water Gate Field	12	0	16			
	Five Nooked Field	8	0	0			
	Rye Mill	19	2	25			
	Ox Close	10	2	0			
	West Field	9	2	18			
	River Banks				180	2	7
				8	1	20	
<i>Park House.</i>							
Marmaduke Robinson	Farmhouse and Buildings.		—				
	The Lawn	14	0	16			
	Hemel Field	7	1	14			
	Great Bank	13	3	38			
	Quay Close	4	3	23			
	Stackgarth Field	5	3	2			
	Houses, &c.	3	0	34			
	Quay Pasture	10	0	21			
	Salt Grass	9	2	34			
	The Scribe	8	0	15			
	Thistley Pasture	8	1	18			
	South Plains	15	2	9			
	Plains or Elm Flat	15	1	35			
Calf Garth	1	2	13				

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	Shoulder of Mutton - - -	7	3	32			
	Middle Haining - - -	12	1	27			
	Long Lane - - -	8	1	8			
	South-west Leazes - - -	14	2	23			
	South-east ditto - - -	15	1	15			
	Little South ditto - - -	7	1	31			
	Flowery Field - - -	10	0	15			
	South Horse Close - - -	9	1	20			
	The Intake - - -	5	1	10			
	North Horse Close - - -	13	2	15			
	North-east Leazes - - -	9	1	23			
	Burnt Land - - -	16	0	5			
	Little North Leazes - - -	7	2	15			
	North-west ditto - - -	9	3	22			
					265	2	13
	<i>Cow Stand.</i>						
Robert Snowdon -	Farmhouse and Buildings.						
	South-east Field - - -	14	1	35			
	East Middle Field - - -	22	1	0			
	Houses and Garths - - -	0	2	0			
	North-east Field - - -	6	1	20			
	A ditto - - -	5	3	0			
	House Field - - -	10	2	37			
	North Middle Field - - -	16	0	7			
	New Close - - -	18	3	35			
	South Middle Field - - -	8	1	0			
	Long Field - - -	8	3	8			
	Ditto - - -	9	0	0			
	South-west Field - - -	13	1	26			
	West Middle Field - - -	15	2	16			
	North-west Field - - -	19	1	30			
					169	2	14
	<i>Hylton Castle and Castle Farm.</i>						
Rev. Dr. Wood -	Farmhouse and Buildings.						
	Long Swang - - -	21	3	27			
	Watering Pasture - - -	24	1	24			
	Burn Flat - - -	39	0	7			
	Ditto (South of the Burn) - - -	2	3	0			
	Wash-house Close - - -	1	3	20			
	The Lawn - - -	17	0	13			
	Ditto - - -	1	3	16			
	Garden - - -	2	2	20			
	East Town End Field - - -	16	1	38			
	West ditto - - -	19	0	20			
	North Butcher Close - - -	23	2	32			
	South ditto - - -	17	3	15			
	Bridge Field - - -	16	3	16			
	B Wood Banks - - -	13	1	16			
					218	3	24

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	<i>South Moor:</i>						
Michael Smiles -	Farmhouse and Buildings.		—				
	Seven Acres - - -	7	2	30			
	East Field - - -	12	2	32			
	Ferry Boat Field - -	14	3	20			
	Long Loaning - - -	14	2	0			
	South Field - - -	14	0	0			
	West Field - - -	14	3	2			
	Long Field - - -	20	1	24			
	Well Field - - -	11	2	18			
	South Moor - - -	14	1	30			
	Whinny Moor - - -	7	3	0			
	A ditto - - -	5	2	0			
	West House Field - -	12	0	30			
	North House Field - -	6	0	14			
	Houses and Garths - -	0	2	0			
	South House Field - -	5	0	30			
	Sixteen Acres - - -	19	0	30			
					181	1	20
Robert Wilson -	A Public House.		—				
Woods and Spence -	A Ship-building Yard.		—				
Thomas Lightfoot -	Ditto.		—				
Stanhope Railway Com- pany.	Land used as Railway.		—				
Tweedale Patent-Drain Tile Company.	Brick and Tile Yards.		—				

IN THE PARISH OF GAINFORD IN THE COUNTY OF DURHAM.

William Waite -	Tongue - - -	1	3	24			
	House Field - - -	5	0	28			
	Moss Close - - -	16	2	32			
	Lightly ditto - - -	7	3	9			
	Pasture Hill - - -	26	3	15			
	Hazel Hurst - - -	13	3	11			
	Wood - - -	47	2	25			
	Low Corn Close - - -	16	3	35			
	Waste - - -	0	1	26			
	Holme - - -	7	0	34			
	Waste - - -	1	0	7			
	West Ox Pasture - - -	10	2	8			
	East ditto - - -	9	1	13			
	East Calf Close - - -	13	1	20			
	High Corn ditto - - -	9	0	34			
	West Calf Close - - -	16	2	22			
	Waste - - -	0	2	1			
	Ditto - - -	0	0	37			
	Ditto - - -	0	3	1			
	Birk Bush - - -	8	1	14			
	Long Lands - - -	5	3	34			
	West Meadow - - -	9	3	28			
	Park - - -	2	2	26			
	Garden - - -	0	1	8			
	House, &c. - - -	1	1	32			

[Private]

Names of Occupiers:	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	Bill's Close - - -	4	2	34			
	East High Leazes - - -	6	2	26			
	West High Leazes - - -	6	1	2			
	Far Birk Bush - - -	7	3	29			
	Waste - - -	0	2	12			
	Low Allotment - - -	6	1	7			
	Bull Park - - -	4	0	18			
	Quarry - - -	1	2	32			
	Home Pasture - - -	10	2	0			
	Cow ditto - - -	14	3	25			
	East Field - - -	6	0	9			
	Moss Mire - - -	6	2	6			
	North Close - - -	5	1	30			
	North-east Allotment - - -	6	0	11			
	South ditto - - -	5	3	6			
	North-west ditto - - -	8	0	7			
					336	1	18
John Allinson - - -	East Pasture - - -	15	0	28			
	North-east ditto - - -	10	1	15			
	South-west ditto - - -	7	1	33			
	Spring Hill - - -	7	1	39			
	Paring ditto - - -	11	3	9			
	Near Back Field - - -	11	0	20			
	House, &c. - - -	0	2	10			
	Far Back Field - - -	12	3	23			
	Far Field - - -	14	3	4			
	Middle Field - - -	11	1	16			
	Wood - - -	6	0	4			
	Home Field - - -	7	2	15			
	Wood - - -	3	3	2			
	Little Home - - -	1	3	36			
	Home - - -	8	1	25			
	Wood - - -	4	2	38			
	Banks Field - - -	8	1	0			
	Croft - - -	3	3	39			
	Garth - - -	1	3	21			
	Barn Field - - -	9	2	2			
	Bogs - - -	4	2	31			
	Shipley Moor - - -	3	2	25			
	East Springs - - -	5	0	18			
	Ditto - - -	0	1	22			
	Parsimoor Castle Field - - -	9	0	38			
	Middle Springs - - -	4	1	30			
	West ditto - - -	3	1	15			
	Wood - - -	18	1	29			
	Broad Field - - -	11	1	0			
	Ditto - - -	6	1	26			
	Low Spring Head - - -	9	2	28			
	High ditto - - -	4	0	15			
	Broad Field - - -	6	2	20			
	Ditto - - -	6	2	26			
	North Cow Pasture - - -	7	2	1			
					260	2	23

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
John Wilson - -	Howl Pasture - - -	7	2	3			
	Sun ditto - - -	15	1	12			
	Robert Knot ditto - - -	6	0	34			
	Clover Field - - -	6	2	32			
	Bank Top Field - - -	4	1	31			
	Wood Close - - -	7	0	19			
Parker Crossby - -	Billey Lane Field - - -	5	1	9			
	Back ditto - - -	7	0	37			
	East Garth - - -	1	0	13			
	West ditto - - -	1	1	11			
	Turnip Field - - -	7	1	10			
	Kininvie ditto - - -	3	0	12			
	North Pringles ditto - - -	5	2	38			
	Wood - - -	1	3	3			
	South Pringles Field - - -	6	1	15			
	Great Moor - - -	15	2	0	101	3	39
	Crook - - -	3	0	38			
Galgate Closes - - -	3	0	39				
Hutchinson's Field - - -	5	2	31				
West Moss - - -	7	0	7				
Ings - - -	3	0	0	22	0	35	
James Carnell - -	Angel Inn and Stables in Barnard Castle Market-place.						
	Glenton Green and Barn Ings - - -	4	0	0			
Henry Barnes - - Margaret Kay - -	North Field - - -	-	-	-	9	0	37
	East Brick-kiln - - -	1	2	30	2	2	39
	Middle ditto - - -	1	3	1			
	East Harmire Field - - -	5	0	30			
	West ditto and Barn - - -	4	0	8			
Thomas Routledge - -	West Field - - -	7	2	35	12	2	29
	Lodge Field - - -	0	3	33			
	Round Close - - -	4	3	18			
	East Field - - -	1	1	31			
William Robinson - - Ralph Simpson - - Miss Isabella Donkin - - Joseph Stephenson - -	Little Moor - - -	-	-	-	14	3	37
	Middle Field and Barn - - -	-	-	-	1	1	16
	Middle Field - - -	-	-	-	4	1	22
	Dwelling House, Warehouse, and Yard in the Bank, Barnard Castle.	-	-	-	4	2	14

IN THE PARISH OF MIDDLETON TEESDALE IN THE
COUNTY OF DURHAM.

William Richardson - -	High Field - - -	2	2	6			
	Low ditto - - -	4	1	21			
	White Lea's Land - - -	0	2	32			
	Ditto - - -	3	3	25			
	Ditto - - -	1	0	32			
	Ditto - - -	6	3	23			
	Ditto Close - - -	1	3	0			
	Bank - - -	0	0	36			

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	Low Tofts - - -	2	3	1			
	High ditto - - -	2	0	29			
	Gill Close - - -	0	3	13			
	Gill - - -	0	1	31			
	High West Close - - -	2	0	16			
	House, &c. - - -	0	0	32			
	Garth - - -	0	2	38			
	Gill - - -	0	2	14			
	Ditto - - -	1	2	9			
	Bank - - -	0	2	2			
	High Field - - -	2	3	10			
	Middle Field - - -	3	0	16			
	Low Field - - -	3	3	5			
	Low West Field - - -	2	0	0			
	Middle ditto - - -	3	1	10			
	High ditto - - -	2	1	12			
	Home Field - - -	5	3	25			
	Gill - - -	0	3	14			
	Low Field - - -	5	2	17			
	Dent's Field - - -	2	2	35			
	Wham - - -	6	0	22			
	Pasture - - -	14	0	0			
	Allotment - - -	24	1	36			
	Ditto - - -	226	2	11			
					337	0	23
William Langstaff -	High Intack - - -	4	1	14			
	Low ditto - - -	8	0	14			
	Holme - - -	0	1	13			
	Sun Bank - - -	4	3	12			
	Hill - - -	2	1	28			
	Calf Close - - -	7	0	5			
	East Field - - -	4	3	18			
	West ditto - - -	3	1	20			
	Honey Pot - - -	5	2	3			
	East High Field - - -	3	2	30			
	High Field - - -	3	3	35			
	House, &c. - - -	0	2	8			
	Stotley Pasture - - -	21	0	23			
	Allotment - - -	133	2	12			
					203	2	35
Jonathan Brown -	Bull Syke Close - - -	3	0	6			
	Cow Pasture - - -	23	0	26			
	High West Field - - -	6	0	30			
	Low ditto - - -	4	3	16			
	Lowry Close - - -	5	0	16			
	Stackgarth - - -	0	0	11			
	Barn Field - - -	5	0	20			
	Old ditto - - -	10	3	22			
	Buildings, &c. - - -	0	1	30			
	North Allotment - - -	23	3	0			
	East ditto - - -	9	0	30			
	South ditto - - -	5	3	28			
	Narrow Scribe - - -	0	1	28			
					98	0	23
	28 Cattle Gates and 2 Sheep Gates on Egleston Common.						

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
IN THE PARISH OF HEIGHINGTON IN THE COUNTY OF DURHAM.							
William Clapham	Moor Close	18	1	6			
	Buildings and Garth	1	1	16			
	Low Coat Garth	4	0	37			
	High ditto	6	2	2			
	Rush Field	3	2	32			
	Plantation	2	1	32			
	Low Rush Field	3	0	20			
	Dove Coat ditto	6	2	24			
	Ditto	7	0	0			
	Middle ditto	5	0	12			
	Low ditto	4	2	25			
	East Pasture	12	2	28			
	Shoulder of Mutton Close	6	2	35			
	Little Pasture	7	1	22			
	Limestone Quarry	3	3	24			
	East Pasture	15	0	34			
	Limekiln ditto	7	2	24			
	West ditto	16	1	36			
	High Rushy ditto	11	0	6			
	Low ditto	14	2	24			
					158	2	39
IN THE PARISH OF COCKFIELD IN THE COUNTY OF DURHAM.							
Margaret Oates	Pinfold Allotment	8	0	5			
	Home ditto	7	0	18			
	House, &c.	0	1	7			
	Home Field Meadow	7	1	23			
	Ditto Pasture	6	3	22			
	Cow Close	8	2	11			
	Ditto	8	1	3			
	Cinder Oven Field	12	1	12			
	Cow Close Wood	2	0	3			
	Ditto	5	1	5			
	South Pasture	4	0	21			
	West ditto	5	2	13			
	Middle ditto	4	0	25			
	South Miller's Hill	5	1	7			
	Garth	1	0	33			
	Cleugh	11	0	2			
	House, &c.	0	1	2			
	Wood	1	1	36			
	West Hay Garth	4	0	20			
	Miller's Hill	4	1	19			
	Wood	0	3	12			
	East Hay Garth	6	3	7			
					115	1	26
Robert and Joseph Blackett	Back Field	3	0	26			
	House, &c.	0	1	0			
	Garth	0	1	2			
	Forster's Hill	4	2	6			

[Private.]

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	Forster's Hill Pasture	6	2	23			
	Back Field	4	0	6			
	House and Home	5	1	28			
	Low Pasture	3	3	20			
					28	0	31
Administrators of William Barnes.	Woodland Allotment	-	-	-	222	3	8
George Wigham	Garth	1	1	14			
	House, &c.	0	0	24			
	Stone Stackgarth Field	5	0	32			
	Pry Close	3	1	15			
	Fallow Field	3	3	33			
	Long Close	5	2	24			
	West Garth	2	2	34			
	Barley Hill	6	2	6			
	Rough Pasture	10	0	26			
	High Field	8	3	10			
	Kilm Close	9	0	16			
					56	3	34
John Peverell	Fallows	12	3	12			
	Garth	0	2	12			
	Hall Pasture	13	0	30			
	Wood Field	16	2	0			
	North Pasture	10	1	35			
	East ditto	20	0	6			
	South ditto	12	2	12			
	Big Close	20	2	2			
	Meadow Field	11	2	38			
	West ditto	7	1	27			
	Spring Hill	8	0	36			
	Barn Field	10	3	35			
	Rift Hill	11	0	0			
	High Field	18	3	23			
	Steele Dale	8	1	21			
					183	1	9
William Walker	Garth	0	3	14			
	House	0	0	0			
					0	3	14
Ralph Hope	North Garth	1	3	24			
	South ditto	1	0	8			
	Cottage, Byer, Garden, &c.	0	0	0			
					2	3	32
John Moses	Far Lane Field	10	0	36			
	Near ditto	10	3	0			
	Great ditto	14	1	24			
	High Wackerfield Close	7	3	28			
	Middle ditto	7	1	24			
	Middle Field	2	1	38			

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	Garth End - - -	5	0	38			
	Low Wackerfield Close - - -	4	3	15			
	Pasture Field - - -	3	1	8			
	Garth - - -	0	2	28			
	Ditto and Buildings - - -	0	1	28			
	Sun Field - - -	2	3	0			
	Evenwood Field - - -	1	1	38			
	Bradshaw Close - - -	3	3	22			
	Part of Hesperley Lane - - -	4	2	2			
					80	1	9
Thomas Lamb - - -	North Oaks - - -	9	1	34			
	South ditto - - -	12	3	2			
	Broad Bottoms - - -	6	3	15			
	East Broad Field - - -	10	2	0			
	Middle ditto - - -	16	1	16			
	West ditto - - -	12	3	9			
	North ditto - - -	19	2	30			
	West Close - - -	2	2	8			
	West Pasture - - -	10	2	25			
	House Meadow - - -	9	2	0			
	Gordon House Field - - -	14	1	0			
	East Pasture - - -	11	0	26			
	Jefferson's Close - - -	9	1	30			
	Buildings and Garth - - -	2	2	30			
	Part of Hesperley Lane - - -	7	2	0			
	Lane Closes - - -	6	3	29			
					163	0	24
Michael Raws - - -	Hall Pasture - - -	-	-	-	21	2	2
IN THE PARISH OF SAINT ANDREW'S AUKLAND IN THE COUNTY OF DURHAM.							
Michael Raws - - -	High Norwood Pasture - - -	28	1	3			
	Ditto - - -	18	2	7			
	Wood - - -	0	2	3			
	West Norwood Pasture - - -	16	3	23			
	Middle ditto - - -	5	2	39			
	Ditto - - -	22	1	21			
	East ditto - - -	21	3	23			
	East Long Ridges - - -	12	2	25			
	West ditto - - -	24	3	25			
	Nine Acres - - -	9	0	27			
	High Cow Pasture - - -	15	0	7			
	Garth - - -	3	2	11			
	Ditto - - -	0	0	15			
	Middle Field - - -	6	1	4			
	Great Folly - - -	11	1	39			
	East ditto - - -	16	2	1			
	Old Coal Pit Field - - -	15	3	30			
	Lodge Pasture - - -	14	1	12			
	Wood and Waste - - -	3	0	12			
	White Close - - -	16	1	9			

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	House - - -	0	0	12			
	White Close - - -	8	3	30			
	The Water Side - - -	0	0	39			
	Ditto - - -	0	0	29			
	Ditto - - -	0	0	11			
	The Water Side - - -	2	2	21			
	Ditto - - -	0	0	30			
	Water Side Field - - -	7	2	20			
	Low Cow Pasture - - -	11	2	37			
	Garth - - -	2	0	5			
	Buildings, &c. - - -	1	1	8			
	Bull Paddock - - -	1	0	38			
	Ditto - - -	0	1	34			
	Front of House - - -	14	3	20			
	Wood - - -	2	3	38			
	Horse Pasture - - -	23	2	28			
	Waste - - -	0	1	11			
	Long Leazes - - -	15	1	2			
	Black House Pasture - - -	13	1	36			
	West Cragg and Ellers - - -	23	1	35			
	Fox Cover - - -	6	1	14			
	Strike - - -	6	2	35			
	Wood Field - - -	18	1	30			
					425	3	19
Durham County Coal Company.	Norwood Pit and Road - - -	5	1	15			
	Railway and Cragwood Pit - - -	7	0	0			
	Haggerleaze Railway and Pits, &c. - - -	15	3	39			
					28	1	14
William Wigham	Field below the Wood - - -	7	0	18			
	Little Wineberry - - -	1	2	36			
	Great ditto - - -	6	2	10			
	Wood Field - - -	1	2	27			
	Great Wineberry - - -	5	2	12			
	Stone Ends Field and Road - - -	5	3	32			
	Ditto - - -	7	3	36			
	House and Buildings - - -	1	2	18			
	Low Field - - -	27	3	5			
	Middle ditto - - -	24	1	37			
	High ditto - - -	12	2	30			
	Rope Field - - -	6	2	32			
	West ditto - - -	39	3	37			
	Laverick Nook - - -	8	2	0			
	Patteson's Close - - -	9	1	18			
	Bromley's Field - - -	8	0	8			
	Jockey Close - - -	6	0	10			
	Handsome Field - - -	6	1	0			
	Bowes ditto - - -	10	2	2			
	Drain Close - - -	14	3	12			
					213	1	20

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
Durham County Coal Company.	One Moiety of Barn Close	5	3	4	16	1	30
	West Field	4	2	21			
	Low ditto	6	0	5			
William Weatherilt	One Moiety of Buildings and Garth	0	2	4	108	0	26
	East Close and Lane, &c.	5	1	1			
	West Field	3	1	21			
	Long Riggs	3	1	22			
	Sod Close	4	0	29			
	Low and Bad Field	12	3	24			
	Great Whinny ditto	9	2	2			
	Little ditto	3	1	21			
	Little Whinny ditto	3	1	29			
	Watson's Close	10	0	15			
	Ditto and Whinny Pasture	11	0	38			
	South or Long Field	15	0	34			
	Little Gowlings	2	2	24			
	Great ditto	12	1	26			
	North ditto	3	2	26			
	Fowler's Close	6	3	30			
	Bryan Hodgson	High Marygold Hill	23	1			
Daniel Hill Close		13	2	15			
Ditto		24	0	0			
Railey Burn Close		17	3	8			
Nettle Bed		21	2	33			
Stonechester's Hill		11	2	0			
Pit Green		22	0	2			
Sheepfold Hill		28	0	13			
Lane Close		21	3	0			
	One Moiety of Low Marygold Hill	24	1	6	33	1	17
	Copyhold Close	9	0	11			
In hand	Cragwood	-	-	-	53	3	3

IN THE PARISH OF BOWES IN THE NORTH RIDING OF THE COUNTY OF YORK.

Mark Sayer	Gravel Bed, &c.	0	2	15
	South-west Pasture	3	3	14
	North ditto	3	1	23
	Bank	1	0	12
	Bowes Pasture	4	0	17
	Gardens	0	0	36
	Low Rigg	3	0	1
	High ditto	4	0	3
	Bogg Field	2	0	6

[Private.]

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
	North Cow Close Allotment -	5	3	28			
	Middle ditto -	5	0	25			
	South ditto - - -	4	2	6			
	High Mire Keld - - -	5	2	2			
	East Middle ditto - - -	3	2	22			
	West ditto - - -	3	0	35			
	Low ditto - - -	6	0	20			
					56	1	25
Thomas Wheldon -	Ox Pasture - - -	-	-	-	3	3	23
IN THE PARISH OF ST. OSWALD IN OR NEAR THE CITY OF DURHAM.							
Mr. John Clifton -	Elvet Common Allotment, House, Garden, Coach-house, and Stables in old Elvet Street.	3	0	0			
ISLE OF DOGS IN THE PARISH OF ALL SAINTS POPLAR, IN THE COUNTY OF MIDDLESEX.							
Kilby - - -	Six Closes of Land, viz. No. 1	0	2	35			
	2	12	2	23			
	3	9	2	13			
	4	6	2	13			
	5	6	0	35			
	6	10	3	35			
					46	2	34
IN THE PARISH OF ST. GEORGE HANOVER SQUARE.							
John Bowes, Esquire -	House in Conduit Street, No. 54, with Stables and Appurtenances.						
IN THE CITY OF LONDON.							
Miss Proctor - - -	House in St. Clement's Lane, No. 26.						

The SECOND SCHEDULE referred to by the foregoing Act.

Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
		A.	R.	P.	A.	R.	P.
IN THE PARISH OF ST. ANDREW'S AUCKLAND IN THE COUNTY OF DURHAM.							
Durham County Coal Company.	Low Thrushwood	6	3	27	18	2	38
	Middle ditto	7	3	21			
	Bank Side	3	3	30			
Mrs. Hull	East Thrushwood	7	3	31	130	1	26
	West ditto	6	2	20			
	Low Flatts	5	1	23			
	East Hill	7	0	10			
	Middle Flats	7	0	37			
	Barn ditto	3	3	0			
	Shirley Close	10	1	4			
	Moor Field	15	1	20			
	Circle Close	15	3	8			
	Middle Field	5	2	0			
	Back Dykes	5	3	1			
	West Leazes	5	2	20			
	East ditto	9	1	0			
	Low Hill	7	3	28			
	Bull Park House	2	3	20			
	Calf Garth	1	0	20			
	Quarry Field	1	3	36			
	Tramway	0	0	7			
	West Field	3	2	1			
	South ditto	3	0	29			
East ditto	4	0	31				
Edmund Carrick	West Garth	1	1	4	6	2	34
	Pasture	5	1	30			
John Vart	Todd's Field	-	-	-	3	3	4

Ra. Dent.

