



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 28.

An Act for raising by Sale or Mortgage of the Real Estates devised by the Will of Sir *William Chaytor* Baronet, deceased, Monies for Payment of his Debts and Legacies in aid of his Personal Estate, and for other Purposes, and of which the Short Title is "*Chaytor's Estate Act, 1853.*" [20th August 1853.]

WHEREAS a Suit, in which *William Chaytor*, an Infant, by *John Young* his next Friend, is the Complainant, and *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, *Henry Chaytor*, *Sir William Richard Carter Chaytor* Baronet, *Dame Isabella Chaytor*, *Thomas Drewett Brown* and *Isabella* his Wife, *Jane Chaytor*, *Harriett Chaytor*, *John Clervaux Chaytor* the younger, *Walter Chaytor*, *Edward Chaytor*, *Darcy Chaytor*, *Drewett Ormonde Brown*, *William John Anderson*, *John Burrell*, *Timothy Hutton*, *Arthur Chaytor*, *Brian Tunstall Chaytor*, *Charles Chaytor*, *Hugh Chaytor*, *Lydia Frances* (the Wife of *John Clervaux Chaytor*), *Alfred Chaytor*, and *Francis Chaytor*, are the Defendants, is now pending in the High Court of Chancery for,

[Private.]

Chaytor's Estate Act, 1853.

Order dated
9th March,
1853.

amongst other Purposes, the Administration of the Real and Personal Estate of Sir *William Chaytor*, late of *Clervaux Castle* in the North Riding of the County of *York*, Baronet, deceased, herein-after called the Testator: And whereas by an Order made in the Suit on the Ninth Day of *March* One thousand eight hundred and fifty-three, on the Petition of the Plaintiff, it was amongst other things ordered that it should be referred to Master *Senior*, One of the Masters of the Court to whom the Cause stood referred, to make certain Inquiries and to report thereon; and it was ordered that the Master should also inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Petitioner and of such of the other Parties interested as were not competent to consent, that an Application should be made to Parliament for an Act to vest the Real Estates of or to which the Testator was seised or entitled as in the Petition mentioned in Trustees, freed and discharged from the Limitations of the Testator's Will and Codicil, and the Limitations or supposed Limitations of the Deed of Settlement in the Petition mentioned, upon trust by Sale or Mortgage thereof to raise Money for the Discharge of the Incumbrances thereon, and the Testator's Debts and Legacies in aid of his Personal Estate not specifically bequeathed, and for the Completion of the Mansion House situate at *Croft* in the Petition mentioned, and subject thereto upon the Trusts that would best and nearest correspond with the Limitations contained in the Will and Codicil, together with all proper Powers of granting Leases, and of the Management and other necessary and proper Powers, and that Money might be raised by Sale or Mortgage for such Purposes without previously applying the Testator's Personal Estate not specifically bequeathed in or towards Payment of the Incumbrances, Debts, and Legacies, but so that when such Personal Estate not specifically bequeathed should have been realized and got in the same might be applied in or towards Satisfaction of the Money so to be raised in a due Course of Administration; and it was ordered that the Master should approve and settle the Provisions of the Act in case the Parties should differ about the same: And whereas *Nassau William Senior* Esquire, the Master to whom the Cause stands referred, by his Report, dated the Fifth Day of *May* One thousand eight hundred and fifty-three found that the Testator was at the Time of his Death seised of or entitled to the Real Estates in the Schedules to that Report specified, and which Real Estates were all of Freehold Tenure; and the said Dame *Isabella Chaytor* having appeared before him, and having disclaimed all Right or Title to Dower out of those Real Estates, he found that those Real Estates were none of them liable to Dower; and he found that the Testator died entitled to the Personal Estates not specifically bequeathed which were specified in the Third Schedule to his Report; and he found that there were discovered on the Testator's Death in a Closet, among miscellaneous loose Papers, Seven Skins of Parchment, which

Master's
Report
dated 5th
May, 1853.

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which apparently were Part of a Deed or intended Deed of Settlement of the Testator's Estates devised by his Will, and that the Draft of a Deed of Settlement, bearing Date or intending to bear Date the Ninth Day of *October* One thousand eight hundred and twenty-nine, was found in the Possession of Messrs. *Burrell* and *Shafto*, the Testator's Solicitors, by which Draft it would appear that the Testator, in consideration of natural Love and Affection towards his Children, and with a Wish to make such Provision for them and their Issue as therein-after mentioned, did appoint, grant, convey, and assure all and singular his Freehold Messuages, Tenements, Hereditaments, and Premises, which are purported to be devised by his Will, including the *Witton Castle* Estate, with their Appurtenances, unto *John Anderson* and *John Burrell*, their Heirs and Assigns, subject to the Annuities, Mortgages, and other Charges then affecting the same Hereditaments and Premises, to the Use of himself and his Assigns during his Life, with Remainder to the Use of or upon trust for all and every or any One or more exclusively of the others or other of *William Richard Carter Chaytor*, *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, *Henry Chaytor*, *Isabella Chaytor*, *Jane Chaytor*, and *Harriett Chaytor* (the Children of the said Testator *Sir William Chaytor*), together or in common with any One or more of the Issue of all and every or any One or more of them the said Children; or exclusive of such Children or any of them, or after and subject to any Life Estates or other Interest limited or appointed to any of them, to the Use of or in trust for all and every or (exclusive of the other or others of them) any One or more of the Issue of all and every or any One or more of the same Children, such Issue to be born within the Period provided against Perpetuities in such Manner and Form in all respects as the said *Sir William Chaytor*, the Testator, should by Deed or Instrument in Writing, to be executed as therein mentioned, or by his last Will and Testament in Writing, direct, limit, or appoint; and subject thereto to the Use of the Persons therein named as Trustees, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon and for the Trusts therein-after declared as herein-after mentioned concerning the same; and subject thereto to the Use of *William Richard Carter Chaytor* Baronet, and his Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said *John Anderson* and *John Burrell*, their Heirs and Assigns, to support contingent Remainders, with Remainder to the Use of the First Son of the said *Sir William Richard Carter Chaytor* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Sir William Richard Carter Chaytor* in Tail, with Remainder to the Use of the said *John Clervaux Chaytor* and his Assigns for Life, without Impeachment of Waste, with Remainder to the Use of the said *John Anderson* and *John Burrell*, their Heirs and Assigns, for
and

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and during the natural Life of the said *John Clervaux Chaytor*, upon trust to support contingent Remainders, with Remainder to the Use of the First Son of the said *John Clervaux Chaytor* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *John Clervaux Chaytor* in Tail Male, with Remainder to the Use of the said *Matthew Hutton Chaytor* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *John Anderson* and *John Burrell*, their Heirs and Assigns, for the natural Life of the said *Matthew Hutton Chaytor* upon trust to support contingent Remainders, with Remainder to the Use of the First Son of the said *Matthew Hutton Chaytor* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Matthew Hutton Chaytor* in Tail Male, with Remainder to the Use of the said *Henry Chaytor* and his Assigns for Life, without Impeachment of Waste, with Remainder to the Use of the said *John Anderson* and *John Burrell*, their Heirs and Assigns, for the natural Life of the said *Henry Chaytor*, upon trust to support contingent Remainders, with Remainder to the Use of the First Son of the said *Henry Chaytor* in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Henry Chaytor* in Tail Male, with Remainder to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *William Richard Carter Chaytor* in Tail Male, with Remainder to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *John Clervaux Chaytor* in Tail Male, with Remainder to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Matthew Hutton Chaytor* in Tail Male, with Remainder to the Use of the First, Second, Third, Fourth, Fifth, and all and every other Son and Sons of the said *Henry Chaytor* in Tail Male, with Remainder to the Use of the Daughters, if only One, or if more than One then all the Daughters, of the said *William Richard Carter Chaytor*, Share and Share alike, as Tenants in Common in Tail General, with Clauses of Survivorship and Accruer amongst them, Share and Share alike, as Tenants in Common in Tail General, with Remainder to the Use of the Daughter, if only One, or if more than One then all the Daughters, of the said *John Clervaux Chaytor* lawfully to be begotten, equally to be divided amongst them, if more than One, Share and Share alike, as Tenants in Common in Tail General, with the like Clauses of Survivorship and Accruer, with Remainder to the Use of the Daughter, if only One, or if more than One, then all and every the Daughters, of the said *Matthew Hutton Chaytor* lawfully to be begotten, equally to be divided amongst them, if more than One, Share and Share alike, as Tenants in Common in Tail General, with the like Clauses of Survivorship and Accruer, with Remainder to the Use of the Daughter, if only One,

or

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or if more than One, then all and every the Daughters, of the said *Henry Chaytor* lawfully to be begotten, and equally to be divided amongst them, if more than One, as Tenants in Common in Tail General, with the like Clauses of Survivorship and Accruer amongst them, with Remainder to the Use of *Isabella Chaytor, Jane Chaytor,* and *Harriett Chaytor,* the Daughters of the said Testator, equally as Tenants in Common in Tail General, with the like Clauses of Survivorship and Accruer, with an ultimate Limitation to the Use of the right Heirs of the said *Sir William Chaytor,* the Testator, for ever; and it was thereby declared and agreed that the said Hereditaments and Premises therein-before limited in use to the Trustees therein named for the said Term of One thousand Years were so limited to them upon trust for raising in manner therein mentioned the Sum of Sixty thousand Pounds for the younger Children, Grandchildren, and other Issue of the said Testator, to be paid as therein mentioned; and for the Considerations aforesaid by the Deed which might have been executed in conformity with the said Draft and engrossed Parchment the said *Sir William Chaytor,* the Testator, would have covenanted to surrender to the Use of the said *John Anderson* and *John Burrell,* and their Sequels in Right, all and singular his Copyhold and Customary Messuages, Lands, and Hereditaments according to the Custom of the several Manors whereof the same were holden, and which said Copyholds are also purported to be devised by his said Will upon such Trusts, and for such Ends, Intents, and Purposes, as would correspond with the Uses, Trusts, Intents, and Purposes therein-before limited, declared, and contained concerning the said Freehold Hereditaments and Premises, or as near thereto as the Customs of the said several Manors would admit; and by the Deed which might have been executed as aforesaid, and for the Considerations aforesaid, the said *Sir William Chaytor,* the Testator, would have granted and assigned all his Tithes unto the said *John Anderson* and *John Burrell,* their Executors, Administrators, and Assigns, for the then Residue of the Term of Three thousand Years created as therein mentioned, upon and for such Trusts and subject to such Provisoos and Agreements as would correspond with the Trusts and Provisoos therein-before declared and contained concerning the said Freehold Hereditaments and Premises, or as near thereto as the different Nature thereof and the Rules of Law and Equity would admit, yet, nevertheless, so that the said Leasehold Premises should not vest absolutely in any Person who might be Tenant in Tail under the said Settlement, unless such Person should attain Twenty-one, or dying under that Age should leave Issue living at his Decease; and the Master found that there was no Evidence, so far as he could ascertain, of the Deed having been executed by the Testator, and accordingly, considering all and singular the Circumstances of the Case, he found that the Deed of Settlement was not executed by the Testator;

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and he found that the said Sir *William Chaytor*, the Testator, made his last Will and Testament, dated on or about the Fourteenth Day of *December* One thousand eight hundred and forty-six, which was duly executed and attested, in the Words or to the Effect following, that is to say: "In the first place, I give and devise all my Lands, "Manors, Lordships, and all my Messuages, Tenements, and Hereditaments, with the Rights, Members, and Appurtenances thereunto "belonging, situate, lying, and being in the Counties of *York* and " *Durham* or elsewhere, to *William John Anderson* of *Swinethwaite*, " *Thomas Drewett Brown* late of *Jarrow House*, and *John Burrell* of " *Durham*, Esquires, and their Heirs, to hold the same in trust to "preserve contingent Remainders from being defeated and destroyed; "nevertheless, to permit my eldest Son *William Richard Carter Chaytor* to occupy *Clervaux Castle*, and to receive the Rents and Profits, "during his natural Life, with Impeachment of Waste, and from and "after his Decease to the Use of his Son *William Chaytor* for his Life, and "after his Decease to the Sons of my said Grandson *William Chaytor* successively, according to their respective Seniorities, in Tail Male; and "in default of such Issue to the Use of the Second and subsequent "Sons of my said Son *William Richard Carter Chaytor* successively, "according to their respective Seniorities, in Tail Male; and in default "of such Issue to the Use of my Second Son *John Clervaux Chaytor* "for his Life, and after his Decease to the Use of his Son *John Clervaux Chaytor*, and after his Decease to the Use of the Sons of "my said Grandson *John Clervaux Chaytor* successively, according "to their respective Seniorities, in Tail Male; and in default of such "Issue to the Use of my Grandson *Walter Chaytor* for his Life, and "after his Decease to the Use of the Sons of the said *Walter Chaytor* successively, according to their respective Seniorities, in Tail Male; "and in default of such Issue to the Use of my Grandson *Edward Chaytor* for his Life, and after his Decease to the Use of the Sons of "the said *Edward Chaytor* successively, according to their Seniorities, "in Tail Male; and in default of such Issue to any other Son or Sons "of my said Second Son *John Clervaux Chaytor*; and in default of such "Issue Male to the Use of my Third Son *Matthew Hutton Chaytor* "for his Life, and after his Decease to the Use of his Son *Darcy Chaytor* for his Life, and after his Decease to the Use of the Sons of "the said *Darcy Chaytor* successively, according to their respective "Seniorities, in Tail Male; and in default of such Issue to the Use of "the Second and subsequent Sons of my said Son *Matthew Hutton Chaytor* successively, and according to their respective Seniorities, "in Tail Male; and in default of such Issue to the Use of my Fourth "Son *Henry Chaytor* for his Life, and after his Decease to the Use of his "First and other Sons successively, according to their respective Seniorities, in Tail Male; and in default of such Issue to my Daughter " *Isabella Brown* for her Life, and after her Decease to the Use of her Son

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“ *Drewett Osborne Brown* for his Life, and after his Decease to the Use of
 “ the Sons of the said *Drewett Osborne Brown* successively, according
 “ to their respective Seniorities, in Tail Male; and in default of such Issue
 “ to the Second and subsequent Sons of my said Daughter *Isabella*
 “ *Brown* successively, according to their respective Seniorities, in Tail
 “ Male; and in default of such Issue to the Use of my said Daughters
 “ *Jane* and *Harriett*, and their joint and other Sons respectively, suc-
 “ cessively, according to their respective Seniorities, in Tail Male: I
 “ empower my said Trustees to grant Building Leases for the Term of
 “ Ninety-nine Years upon the best and approved Rent in possession
 “ and not in reversion, and also to grant any Wayleaves over the
 “ Property which may be necessary: I also give full Power to my said
 “ Trustees to sell and dispose of my said Estate at *Thoresby West Witton*
 “ and *Wanlass Park*, or my Property at *Hurworth* in the County of
 “ *Durham*, to the best Advantage, to lay out the Proceeds or Price in the
 “ Purchase of Lands in the Counties of *York* or *Durham*, and as near to
 “ my Estate at *Croft* as the Nature of the Case may be, settled to the same
 “ Uses of this my Will and Testament, and as for the Purchase Money
 “ for the *Witton Castle* Estate when paid to go in discharge of my just
 “ Debts and Mortgages in the first place, and if any should remain then I
 “ direct it to be applied in discharge of my just Debts and Legacies as far
 “ as it will suffice: I give and devise all my Share or Shares in the *Thorn-*
 “ *ley Colliery* and in the *Hartlepool Dock and Railway Company* to my
 “ said Trustees, in trust to the Use of this my last Will and Testament,
 “ and to sell them, and the Money arising therefrom to be vested
 “ in Land or Mortgage, and the Proceeds or Interest and Rent to be
 “ applied in discharge of the Legacies or Annuities; yet I should not
 “ wish my Share or Shares in the *Thornley Colliery* sold, except it
 “ is the Wish of the Majority of the Partners, or it may be thought
 “ advisable by the Majority of my Trustees: I give my Daughter
 “ *Jane* the Sum of Four hundred Pounds *per Annum* for Life so
 “ long as she remains unmarried, and in case of Marriage I give her
 “ the Sum of Eight thousand Pounds, to be settled in the same Man-
 “ ner as by my Daughter *Isabella Brown's* Marriage Settlement, and
 “ the Annuity to be paid halfyearly, to commence from the Day of
 “ my Death: I also give to my Daughter *Harriett* the same Annuity,
 “ and to be paid in the same Manner, and in case of Marriage the
 “ Sum of Eight thousand Pounds, to be settled in the same Manner
 “ as my said Daughter *Isabella Brown*; and upon the Marriage of
 “ either or both of my said Daughters *Jane* and *Harriett* the said
 “ Annuities to cease, and to receive Four and a Half *per Centum*
 “ till the Money is raised, and placed either in the Funds or in
 “ Mortgage, and in case of no Issue according to the Settlement then
 “ to be considered as a lapsed Legacy, and to be applied in the same
 “ Manner as any Saving may accrue as before stated: As my
 “ Daughter *Isabella Brown* has by her Settlement made me liable to
 “ the

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“ the Payment of Six thousand Pounds, I give her an additional Two
 “ thousand Pounds to make up Eight thousand Pounds, and to be
 “ settled in the same Manner as by her Settlement of the Six thousand
 “ Pounds, should an additional Settlement be required: I also give to
 “ my Son *John Clervaux Chaytor* the Sum of Nine thousand Pounds:
 “ I also give my Son *Matthew Hutton Chaytor* the Sum of Nine
 “ thousand Pounds: I also give to my Son *Henry Chaytor* the Sum
 “ of Nine thousand Pounds: As it may be some Time before my said
 “ Trustees and Executors can raise the Money for the Payment of the
 “ Legacies which will be due to my said Three Sons, in the meantime
 “ they are to receive the Rate of Interest upon their several Shares of
 “ Four and a Half *per Centum* until such Sums are raised: I give
 “ my said Trustees full Power to grant Leases of any Mines, Quarries,
 “ or other Minerals of whatsoever Kind dug out of the Earth which may
 “ be expected or are found upon any of my said Estates, and to grant
 “ Wayleaves to and from the said Mines or Quarries, and to permit
 “ my Son *William Richard Carter Chaytor* to receive the Rents and
 “ Profits thereof: I give to my said Trustees in trust all my Per-
 “ sonal Property of whatsoever Nature it may be, to apply it to the
 “ Payment of my just Debts and Funeral Expenses, except what is
 “ herein-after excepted: I give my said Son *John Clervaux Chaytor*
 “ the Power to act in any Manner wherein I am a Trustee, the same
 “ as if I was living: I also give my said Trustees full Power to
 “ grant Wayleaves for taking off any of the Produce of the said
 “ Mines and Minerals, without any Expense to the Adventurer or
 “ Adventurers: I also give to my said Son *John Clervaux Chaytor* and
 “ his Wife for their joint Lives, or the Life of the longer Liver, the
 “ House, Garden, and Premises at *Croft* which they now occupy,
 “ except the Orchard adjoining the old Hall: That my Intention
 “ should not be mistaken, I do not intend the Fortunes of my
 “ Daughters *Jane* and *Harriett* should go to, my Son *John Clervaux*
 “ *Chaytor* or by the Settlement of my said Daughter *Isabella Brown*,
 “ but that the Fortunes of both or each of them should revert to my
 “ Trustees to be laid out in the same Manner as any Saving or over-
 “ plus Money is directed to be done in case they die without Heirs as
 “ stated in the Settlement of my Daughter *Isabella Brown*: I give to
 “ my Wife, Dame *Isabella Chaytor, Clervaux Castle*, together with all
 “ my Pictures, Plate, Linen, and Books, for her Life, and that after
 “ her Death the Pictures and Plate to be considered as Heirlooms;
 “ I also give her Three hundred Pounds a Year, to be paid out of the
 “ Estate, exclusive of her own Fortune, by my said Trustees; and I
 “ appoint my said Three Sons, *John Clervaux, Matthew Hutton*, and
 “ *Henry*, Executors of this my last Will and Testament;” and he
 found that the Testator subsequently made a Codicil to his Will,
 which bore Date on or about the Twenty-seventh Day of *January*
 One thousand eight hundred and forty-seven, and was duly executed
 and

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and attested, and was in the Words or to the Effect following, that is to say: "Whereas I have in and by my said Will given
 " unto my dear Wife the Annuity of Three hundred Pounds *per*
 " *Annum*, now I do hereby charge and make chargeable all my Real
 " Estate with the Payment of such Annuity, and I hereby declare
 " the same to be the first and prior Charge thereon: I also hereby
 " charge all my said Real Estate with the Payment of my just Debts,
 " and the Legacies or Sums of Money given in and by my said Will:
 " I also give unto my dear Wife the prior Occupation of *Clervaux*
 " *Castle*, with the Furniture, Plate, and other Articles mentioned in
 " my said Will: I hereby revoke the Devise of my Share in the
 " *Thornley Colliery*, given in and by my said Will to the Trustees
 " therein named, and I hereby give, devise, and bequeath such Shares
 " unto my Son *Matthew Hutton Chaytor*, his Executors, Administra-
 " tors, and Assigns, in trust for himself and my Sons, *John Clervaux*
 " *Chaytor* and *Henry Chaytor*, their Executors, Administrators, and
 " Assigns respectively, as Tenants in Common, and not as Joint
 " Tenants, freed and absolutely discharged from the Payment of my
 " Debts and the Legacies given in and by my said Will;" and the
 Master found that the Testator in all other respects confirmed
 his Will; and he found that the Testator died on the Twenty-
 eighth Day of *January* One thousand eight hundred and forty-
 seven, without having altered or revoked his Will, other than by
 his Codicil, and without having in anywise revoked or altered the
 Codicil, and the Will and Codicil were duly proved by the said *John*
Clervaux Chaytor, *Matthew Hutton Chaytor*, and *Henry Chaytor* in
 the Prerogative Court of *York* on or about the Thirteenth Day of
May One thousand eight hundred and forty-seven; and the Master
 found that the Testator left his Widow Dame *Isabella Chaytor*, his
 eldest Son the said *William Richard Carter Chaytor* (now Sir
William Richard Carter Chaytor Baronet) his Heir-at-Law, and
 the Children and Grandchildren mentioned in the Will, namely, his
 said Son *John Clervaux Chaytor* and *Lydia Frances* the Wife of
 the said *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, and *Henry*
Chaytor, and his Daughters *Isabella* the Wife of the said *Thomas*
Drewett Brown, *Jane Chaytor*, and *Harriett Chaytor*, which said
 Dame *Isabella Chaytor*, Sir *William Richard Carter Chaytor*, *John*
Clervaux Chaytor, *Matthew Hutton Chaytor*, *Henry Chaytor*, *Isabella*
Brown, *Jane Chaytor*, and *Harriett Chaytor* were the next of Kin of
 the Testator according to the Statute of Distribution of Intestates
 Estates, and his Grandchildren, *William Chaytor*, an Infant of the
 Age of Fifteen Years or thereabouts, *John Clervaux Chaytor* the
 younger, *Walter Chaytor*, *Edward Chaytor*, *Darcy Chaytor*, and *Drewett*
Ormonde Brown, in the Will called *Osborne Brown*, all of whom
 were also Infants, and under the Age of Twenty-one Years, and were
 Defendants to that Suit, and also his said Trustees, *William John*

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Anderson, the said *Thomas Drewett Brown*, and *John Burrell*, him surviving; and the Master found that the said *John Clervaux Chaytor* had had Issue by the said *Lydia Frances* his Wife, besides the said *John Clervaux Chaytor* the younger, *Walter Chaytor*, and *Edward Chaytor*, Four Sons, viz., *Arthur Chaytor*, born in the Testator's Lifetime and before the Date of his Will, *Brian Tunstall Chaytor*, *Charles Chaytor*, and *Francis Chaytor*, and which said *Arthur Chaytor*, *Brian Tunstall Chaytor*, *Charles Chaytor*, and *Francis Chaytor* were all of them Infants and under the Age of Twenty-one Years, and were Defendants to that Suit, and that the said *Matthew Hutton Chaytor* had had Issue, besides the said Defendant *Darcy Chaytor*, Two Sons, viz., *Hugh Chaytor* and *Alfred Chaytor*, each of whom was born in the Lifetime of the Testator and before the Date of his Will, and were both of them Infants under the Age of Twenty-one Years, and were Defendants to that Suit; and he found that the Testator at his Decease, amongst other Real Estates mentioned in the Schedules to that Report, was seised of a Capital Messuage or Mansion House which had been recently erected by him upon Part of his Lands in the Parish of *Croft*, together with Stables, Outhouses, Conveniences, and other Appurtenances, and which Mansion House was known by the Name of *Clervaux Castle*, and was the principal Residence of the Testator, and that the Testator had caused a considerable Extent of Land or Ground surrounding the Mansion House to be enclosed for the Purpose of having the same laid out as a Park, but such Mansion House and other Buildings were not completed at the Decease of the Testator, and the Mansion House and Outbuildings still remained incomplete, and the Park was merely set out and was then disparked, and that there was no Provision contained in the Will and Codicil for the Completion of the same; and the Master found that the Purchase Money for the *Witton Castle* Estate, mentioned in the Will of the Testator, was Money which remained unpaid under a Contract for Sale of the *Witton Castle* Estate (whereon there was an existing Mortgage for Ten thousand Pounds and Interest), which such Contract as appears by that Report had not been completed; and he found that a Decree had been obtained for Resale of that Estate, and that the said *Henry Chaytor* had become the Purchaser thereof; and he found that amongst other Personal Estate the Testator was at his Decease entitled to Three Twelfths or some other greater Share or Interest in the *Thornley* Coal Company, which was a Copartnership formed for the Purpose of working certain Coal Mines and Minerals within and under certain Lands situate at *Thornley* and *Ludworth* in the County of *Durham*, under a certain Indenture or Articles of Agreement dated the Tenth of *August* One thousand eight hundred and forty, whereby the Testator agreed to enter into Partnership with the several Parties to the Indenture in the Business of working and carrying on the Collieries for the Term of Forty-two Years from the

the

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the Thirteenth Day of *November* One thousand eight hundred and thirty-seven; and he found that the said Testator had joined with his Partners in borrowing Money for the Purpose of carrying on the Business of the Company, and that the Testator's Estate was liable to the whole Amount, but as against the other Partners to less than the whole Amount; and he found that the said Sir *William Richard Carter Chaytor* claimed to be entitled to such of the several Real Estates described in the Will as are situate in the Parishes of *Croft* and *Middleton Tyas* respectively, and also to other Parts of the Estates, as Tenant in Tail in Possession thereof, under the Will of *William Chaytor*, formerly of *Spennithorne* in the County of *York*, Esquire, deceased, the late Father of the Testator, and who died on or about the Sixth Day of *May* One thousand eight hundred and nineteen, and that the said Sir *William Richard Carter Chaytor* alleges that the said *William Chaytor* of *Spennithorne* was, at the respective Times of the making of his said Will and of his Death, seised of or entitled to the said Messuage or Tenement, Lands and Hereditaments, situate in the said Parishes of *Croft* and *Middleton Tyas* respectively, and also of or to divers others of the Real Estates devised or purported to be devised by the said Will of the said Testator Sir *William Chaytor* for an Estate of Inheritance in Fee Simple in Possession, and that being so seised or entitled the said *William Chaytor* duly made and published his last Will and Testament in Writing bearing date the Fourth Day of *April* One thousand eight hundred and nine, which was executed and attested as was then by Law required for rendering valid Devises of Freehold Estates, whereby he gave and devised all his Manors and Lordships, and all his Messuages, Lands, Tenements, and Hereditaments, with the Rights, Members, and Appurtenances thereunto belonging at *Croft Walmyre Jolby* and *Stapleton* in the said Parish of *Croft*, and at *Cowton Grange* in the said Parish of *Middleton Tyas*, to *Timothy Hutton* of *Clifton Castle* in the said County of *York*, Esquire, and his Heirs, to hold the same to the Use of such Person or Persons, and for such Estate and Estates, and subject to such Powers of Revocation and new Appointment, as the said Testator Sir *William Chaytor*, therein described as the said Sir *William Chaytor's* eldest Son, *William Chaytor* of *Croft*, Esquire, by any Deed or Deeds executed by him in the Presence of Two Witnesses should direct or appoint; and in default of or until the same should take effect, and subject to such new Estate and Interests as should be so directed or appointed as aforesaid, to the Use of the said Testator Sir *William Chaytor* during his Life, with Limitations to the Use of the said Defendant *Timothy Hutton* and his Heirs during the Life of and in trust for the said Sir *William Chaytor*, to the Intent that his Widow should not be entitled to Dower out of the same, and after the Decease of the said Sir *William Chaytor* to the Use of the First Son of the said Sir *William Chaytor* and the Heirs Male of the Body of such

First

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First Son, with divers Remainders over, and with an ultimate Limitation to his the said *William Chaytor* of *Spennithorne's* right Heirs; and that the said *William Chaytor* of *Spennithorne* also by his said Will gave and devised other Parts of the said Real Estates to certain Uses in favour of his Sons *Matthew Chaytor* and *John Clervaux Chaytor* since deceased, respectively, and of their respective Issue Male, with Remainders for Default of such Issue Male of the said *Matthew Chaytor* and *John Clervaux Chaytor* respectively, as to the Estates limited to them respectively as aforesaid, to the Use of the said Sir *William Chaytor* in Tail Male, with an ultimate Remainder as to all the said Estates to the said *William Chaytor* of *Spennithorne's* right Heirs; and that the said Defendant Sir *William Richard Carter Chaytor* alleges that the said Sir *William Chaytor* never executed the Power of Appointment by the said Will of the said *William Chaytor* of *Spennithorne* given to him over the said Estates thereby purported to be devised to him for his Life as therein mentioned, and that upon the Death of the said Sir *William Chaytor* the said Defendant Sir *William Richard Carter Chaytor* became entitled to such last-mentioned Estates, and also to divers others of the Estates devised by the said Will as Tenant in Tail thereof in possession, discharged from the Trusts of the said Will of the said Testator Sir *William Chaytor*, and that the said Defendant Sir *William Richard Carter Chaytor* claimed to hold and enjoy the same discharged from such Trusts accordingly; and the Master further found that the said *William Chaytor* of *Spennithorne*, after the Date of the said Will made and executed divers Deeds or Indentures of Lease and Release, some of which bear Date respectively the Thirteenth and Fourteenth Days of *May* One thousand eight hundred and fourteen, whereby he conveyed and assured the whole of the Real Estates purported to be devised by his said Will unto and to the Use of the said Defendant *Timothy Hutton* and of *Robert Colling* therein described, since deceased, and their Heirs, upon trust by and out of the Rents and Profits, or by Sale or Mortgage of the Hereditaments and Premises thereby conveyed, to pay and satisfy all Debts, Annuities, and Legacies which the said *William Chaytor* of *Spennithorne* should be liable to pay at the Time of his Death, and which his Personal Estate should not be sufficient to satisfy, and subject thereto to hold the same in trust for the said Testator Sir *William Chaytor*; and the Master further found that the said *John Young*, as next Friend of the said Infant Plaintiff *William Chaytor*, contended that the said last-mentioned Indenture operated as a Revocation of the said Will of the said *William Chaytor* of *Spennithorne*, and that the Estates mentioned in and comprised in the said last-mentioned Indenture did not pass to the said Testator Sir *William Chaytor* under the Will of the said *William Chaytor* of *Spennithorne*, but that the said Testator Sir *William Chaytor* took under and by virtue of such Indenture an equitable

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able Estate in Fee Simple free from all Liability of Dower of the said Dame *Isabella Chaytor*; and the Master found that in order to facilitate the Settlement of the Testator's Affairs it had been proposed that the Purchase of the *Witton Castle* Estate by the said *Henry Chaytor* should be completed by the Executors of the Testator, who should hold the same upon trust by Sale or Mortgage to pay off any existing Incumbrances thereon, and to pay off out of the Residue of the Monies to arise therefrom the Debts and Legacies of the Testator so far as the same would extend in a due Course of Administration, and that the said *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, and *Henry Chaytor* should relinquish for the Benefit of the Testator's Estate the Shares in the *Thornley* Coal Company bequeathed to or in trust for them by the Codicil, upon condition that by so doing they did not prejudice the other Benefits given to them by the Will or Codicil, and that they should be allowed in account all the Sums properly paid by them as Executors in respect of the Coal Company, and that for the Purpose of furthering that Arrangement that Suit should be compromised, and that the said *Sir William Richard Carter Chaytor* should bar the Entail, if any existing, in such of the Testator's Estates as were devised by him under the Will of *William Chaytor* of *Spennithorne*, and all Remainders and Reversions expectant upon or in defeazance of such Estate Tail, and convey the same to the Uses of the Testator's Will, or consent (in which Consent all Parties were to join) that Application should be made as soon as practicable for an Act of Parliament to vest all the Real Estates of the Testator which were purported to be derived by his Will and Codicil, excepting the *Witton Castle* Estate, in Trustees, freed and discharged from the Limitations and Trusts of the Will and Codicil of the Testator and of the Deed or supposed Deed of Settlement, upon trust, by Sale or Mortgage thereof, to raise so much Money as might be necessary for the Discharge of the Incumbrances thereon, and of so much of the Testator's Debts and Legacies as the Testator's Personal Estate should be insufficient to satisfy, and as might be necessary for the Completion of the Mansion House and Park attached thereto situate at *Croft*, and subject thereto upon such Trusts as would best and nearest correspond with the Limitations contained in the Will and Codicil, with all proper Powers of granting Leases and of Management, and other necessary and proper Powers; and he found that such of the Parties interested as were adult and competent in that Behalf were willing to concur therein; and he found that the *Witton Castle* Estates were actually bought by the said *Henry Chaytor* in performance of such Arrangements, and that the Purchase thereof was proposed to be completed by the Executors, and that the Estates were proposed to be vested in them upon the Trusts aforesaid; and he found that if the Shares in the *Thornley* Company were sold at that Moment a very small Surplus would, in all probability, remain for the Infant Plaintiff after satisfying the Debts and Legacies, but that if

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those Shares were retained until the Coal Trade in the County of *Durham* improved there was every reason to suppose that they would ultimately prove of very great Value to the Infant Plaintiff, and leave him a large Surplus after Payment of the Debts and Legacies; and he found that under the Circumstances it would be fit and proper, and for the Benefit of the Infant Plaintiff, and of the other Parties who were not competent to consent, that those Shares should be allowed to continue in the Name of the said *Matthew Hutton Chaytor* as Trustee, and that the Liability of the said *Matthew Hutton Chaytor* in carrying on, and of the Executors for having carried on, the Trade or Business, should be provided for in the Act of Parliament therein-after mentioned, by indemnifying them respectively out of the Real Estates of the Testator; and he found that if that Suit and all Matters and Questions therein raised were compromised, and the Testator's Real Estate (with the Exception of the *Witton Castle* Estates) were vested in Trustees by virtue of an Act of Parliament, upon trust to raise by Sale or Mortgage a sufficient Sum for the Satisfaction of the Testator's Debts and Legacies, a very great Saving of Expense would be made to the Testator's Estate, and that the Trustees under and by virtue of such Act would be able to obtain Money by way of Mortgage at a much lower Rate of Interest than could otherwise be obtained, and that in case of a Sale under the Act a much higher Price was likely to be realized than in case the Testator's Estate were sold in that Suit; and he found that under the Circumstances it was fit and proper, and for the Benefit of the Infant Plaintiff, and the other Parties not capable of consenting, that they should concur in the Arrangement therein-before mentioned, and that an Application should be made to Parliament for an Act for the Purposes aforesaid, and that if that Arrangement were not carried out the Executors would claim to be entitled to retain the Shares in the *Thornley* Company for their own Use and Benefit, and that in such a Case it was probable that a very small Surplus would remain for the Infant Plaintiff after Payment of the Testator's Debts and Legacies, and that there was no other Mode of obtaining the Completion of the Buildings and Park at *Clervaux Castle*; and he further found that the said Sir *William Richard Carter Chaytor* had not then barred the Entail on such of the Testator's Estates as were derived under the Will of *William Chaytor* of *Spennithorne*, but that he was willing to concur in having the same Estates, together with all other the Real Estates of the Testator, vested by virtue of an Act of Parliament in Trustees in manner and for the Purposes therein-before mentioned: and the Master found that such an Act of Parliament was desirable, and would be advantageous to all Parties, and the Master had accordingly proceeded to settle and had approved the Provisions of the Act, in Testimony whereof he had signed his Name at the Foot of a printed Copy thereof: And whereas by an Order made in

Order dated
7th May,
1853.

Chaytor's Estate Act, 1853.

in the Suit on the Seventh Day of *May* One thousand eight hundred and fifty-three that Report was absolutely confirmed: And whereas it has been arranged and agreed by all Parties who are competent that *John Errington* of *High Warden* in the County of *Northumberland*, Esquire, *Christopher Maling Webster* of *Pallion Hall* in the Parish of *Bishop Wearmouth* in the County of *Durham*, Esquire, and *Matthew Hutton Chaytor* of *Reigate* in the County of *Surrey*, Esquire, should be Trustees of the said Act: And whereas the Real Estates specified in the First Schedule to that Report comprise the several Estates specified in the First and Second Schedules to this Act annexed: And whereas the Estates specified in the First Schedule to this Act annexed are the Estates comprised in the Testator's Will, except the Estates claimed by the said *Sir William Richard Carter Chaytor* as Tenant in Tail thereof, and are the Estates set forth in Parts One and Two of the First Schedule to the said Master's Report; and the Estates specified in the Second Schedule to this Act annexed are the Estates to which the said *Sir William Richard Carter Chaytor* claims to be entitled as Tenant in Tail Male under the Will of *William Chaytor* of *Spennithorne*, and are the Estates set forth in Part Three of the said First Schedule to the said Master's Report; and the Estate specified in the Third Schedule to this Act annexed is the *Witton Castle* Estate mentioned in the Testator's Will: And whereas *Dame Mary*, Wife of the said *Sir William Richard Carter Chaytor*, claims to be dowable out of those Estates, or Parts thereof, and is willing to accept a Jointure in bar of such Dower: And whereas the said *Sir William Richard Carter Chaytor* has not had any Son besides the said *William Chaytor*, except an Infant, born since the Date of the said Master's Report, called *Richard Clervaux Chaytor*, and they are both Bachelors: And whereas the said *John Clervaux Chaytor* has not had any Son besides the said *John Clervaux Chaytor* the younger, *Walter Chaytor*, *Edward Chaytor*, *Arthur Chaytor*, *Brian Tunstall Chaytor*, *Charles Chaytor*, and *Francis Chaytor*, except a Son who died on or about the Thirty-first of *December* One thousand eight hundred and forty-seven, an Infant of the Age of Two Years, and such of the said Sons as are now living are all Bachelors: And whereas the said *Matthew Hutton Chaytor* has not had any Son besides the said *Darcy Chaytor*, *Hugh Chaytor*, and *Alfred Chaytor*, who are all Bachelors, except a Son who died an Infant of tender Age: And whereas the said *Henry Chaytor* hath not had a Son: And whereas the said *Isabella Brown* hath not had a Son besides the said *Drewett Ormonde Brown*, and he is a Bachelor: And whereas the said *Jane Chaytor* and *Harriett Chaytor* are both Spinsters: And whereas the said *Sir William Richard Carter Chaytor* has not had a Daughter: And whereas the said *John Chaytor* has had Two Daughters only, *viz.*, *Fanny Chaytor* and *Emily Chaytor*, and they are both Spinsters: And whereas the said

said

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said *Matthew Hutton Chaytor*, *Henry Chaytor*, and *Isabella Brown* have not had any Daughter: And whereas it is expedient that Provision be made for the several Purposes expressed in the recited Report of the Fifth Day of *May* One thousand eight hundred and fifty-three, but the Aid of Parliament is requisite: Wherefore Your Majesty's most dutiful and loyal Subjects the said Dame *Isabella Chaytor* and the said Sir *William Richard Carter Chaytor* on behalf of himself and his Infant Sons the said *William Chaytor* and *Richard Clervaux Chaytor*, and the said *John Clervaux Chaytor* on behalf of himself and his Infant Sons the said *John Clervaux Chaytor* the younger, *Walter Chaytor*, *Edward Chaytor*, *Arthur Chaytor*, *Brian Tunstall Chaytor*, *Charles Chaytor*, and *Francis Chaytor*, and the said *Lydia Frances* the Wife of the said *John Clervaux Chaytor* and the said *Matthew Hutton Chaytor* on behalf of himself and his said Infant Sons, the said *Darcy Chaytor*, *Hugh Chaytor*, and *Alfred Chaytor*, and the said *Henry Chaytor*, and the said *Isabella Brown*, and the said *Thomas Drewett Brown* on behalf of himself and his said Son the said *Drewett Ormonde Brown*, and the said *Jane Chaytor* and *Harriett Chaytor*, Do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That this Act may be cited for any Purpose as "*Chaytor's Estate Act, 1853.*"

Interpretation of Terms.

II. That the following Words and Expressions have in this Act the following Meanings: the Word "*Lands*" includes Messuages, Lands, Tenements, and Hereditaments whatsoever of Freehold or Copyhold Tenure; the Expression "*the Tenant in Possession*" means the said Sir *William Richard Carter Chaytor* during his Life, and after his Decease means the Person or Persons from Time to Time entitled under the Limitations of the Will of the Testator to the Possession or to the Receipt of the Rents and Profits of the several Estates respectively specified in the Schedules to this Act annexed, or such of them as for the Time being are vested in the Trustees, or if and when any such Person so entitled is under Age then means his Guardian or Guardians.

Estates in Schedules vested in Trustees upon trust for the Purposes of this Act.

III. That from and after the passing of the Act all and singular the Estates respectively specified in the First and Second Schedules to this Act annexed, with the Rights, Members, and Appurtenances, are by this Act absolutely vested in the said *John Errington*, *Christopher Maling Webster*, and *Matthew Hutton Chaytor*, their Heirs and Assigns, freed and absolutely discharged from all and singular the Gifts, Devises, Uses,

Chaytor's Estate Act, 1853.

Uses, Trusts, Limitations, Annuities, Charges, Powers, and Provisoes contained or given or created in or by, or owing or exerciseable under or by virtue of, the recited Will and Codicil of the said Sir *William Chaytor*, the Testator, or either of them, and also freed and absolutely discharged from all and singular the Limitations, Uses, Trusts, Charges, Powers and Provisoes, which, if the recited supposed Deed of Settlement was in fact executed by the Testator, do or can or but for this Act could affect those Estates, or any of them, or any Part thereof, and with respect to the Estates specified in the Second Schedule freed and absolutely discharged from and in bar and defeazance of every Estate Tail of the said Sir *William Richard Carter Chaytor* under the Will of the said *William Chaytor* of *Spennithorne*, and all other, if any, Estates Tail and Interests in the Nature of an Estate Tail, and all Reversions and Remainders, and Interests in the Nature of a Reversion and Remainder, and all Conditions and collateral Limitations expectant or depending upon or in defeazance of any such Estate Tail or Interest in the Nature of an Estate Tail, but nevertheless as to all the Estates respectively specified in those Two Schedules upon trust for the Purposes of this Act.

IV. That the said *John Errington*, *Christopher Maling Webster*, and *Matthew Hutton Chaytor*, and the Survivors and Survivor of them, and their and his Heirs, and other the Person and Persons from Time to Time appointed under this Act to be the Trustees in their respective Places (and who in this Act are called the Trustees), shall, as soon as conveniently can be, and at One Time or at several Times, and by Exercise either of the Power to mortgage or of the Power to sell by this Act respectively created, or partly by one of those Means and partly by the other, as they from Time to Time deem reasonable, raise sufficient Monies to pay and discharge all the Charges and Incumbrances on the Estates respectively specified in the several Schedules, or any of them, and all the Debts and Legacies of the Testator, and all Interest due or to become due in respect thereof, and all Costs, Charges, and Expenses of and relating to the Administration of the Testator's Estate, and all the Costs, Charges, and Expenses of all Parties of and attendant upon the recited Suit of *Chaytor* versus *Chaytor*, and the past and future Petitions and Proceedings whatsoever therein, and of and attending upon the Arrangement for terminating the Suit, and of and attending upon the obtaining and passing this Act and preparatory thereto, whether parliamentary or otherwise, and in and about the Preparation and Execution of the Trusts of this Act, and all other Monies to be paid by the Trustees under the Trusts, Powers, and Provisions of this Act (and all which in this Act are called the Liabilities to be discharged), (all Costs, Charges, and Expenses forming Part of the Liabilities to be discharged to be taxed or allowed, as by this Act provided), or so much of the Liabilities to be

Trustees to raise by Sale or Mortgage of Estates Money for Payment of Liabilities to be discharged.

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discharged

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discharged as from Time to Time is not actually paid or discharged by or out of the Personal Estate of the Testator not specifically bequeathed, or the Produce thereof, including therein the Produce of the Sale of the *Witton Castle* Estate, and the Testator's Shares and Interest in the *Thornley Colliery*, or the Produce thereof, and also for the Completion of *Clervaux Castle*, and shall from Time to Time apply the net Monies so raised accordingly.

Witton
Castle
Estate sub-
ject to
Payment
of Liabilities
to be dis-
charged, to
be conveyed
to Trustees,
and, subject
to Trusts of
Act, Trus-
tees to be
seised of
Estates upon
Trusts of
Will and
Codicil.

V. That the Purchase by the said *Henry Chaytor* of the Estate specified in the Third Schedule shall be completed according to the recited Order of the High Court of Chancery of the Ninth Day of *March* One thousand eight hundred and fifty-three; and after the Payment or Discharge of the Liabilities to be discharged, that Estate, or such Part, if any, thereof as remains undisposed of, shall be conveyed to the Trustees upon trust for such of the Purposes of this Act as then remain unsatisfied; and that subject to the Trusts, Powers, and Provisions of this Act, and the Execution thereof by the Trustees, and the Estate, Terms, and Interests from Time to Time created under this Act, the Trustees shall stand seised of the Estates respectively specified in the First and Second Schedules, and the Estates specified in the Third Schedule, or such Part, if any, thereof as shall be conveyed to them as by this Act provided, and the Lands from Time to Time purchased under this Act, with the Rights, Members, and Appurtenances, upon such Trusts and for such Intents and Purposes as will best or nearest correspond with and answer and satisfy the Uses and Purposes declared or directed in or by the Will and Codicil of the Testator respectively with respect to the Estates specified in the First Schedule, and with and subject to the Powers by this Act given or made exerciseable concerning the same.

Rents of Es-
tates to be
enjoyed as if
Act not
passed.

VI. That, subject to the Trusts, Powers, and Provisions of this Act, the Rents and Profits of the Estates respectively specified in the several Schedules, or of such Parts thereof as are from Time to Time subject to this Act, and the Possession thereof, shall be paid to, or be received, taken, and enjoyed by, the Person or Persons who would be entitled thereto if this Act were not passed.

Jointure to
Lady Chay-
tor.

VII. And whereas Dame *Mary*, the Wife of the said Sir *William Richard Carter Chaytor*, claims to be entitled to Dower out of the Estates specified in the Schedules to this Act, or Parts thereof, and it may be found expedient that such Claim should be satisfied by the Payment to her of a yearly Sum by way of Jointure. Therefore, if it be shown to the Satisfaction of the Court of Chancery that it would be expedient and that she is willing that that Claim be so satisfied, the Court any Time after the passing of this Act may order that, without Prejudice to the Payment or Discharge of the Liabilities to be

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be discharged, the Trustees shall after the Decease of the said Sir *William Richard Carter Chaytor*, if she survive him, pay to her and her Assigns out of the Rents, Interest, Dividends, Issues, and Profits of the Estates and Effects from Time to Time subject to this Act, such a clear yearly Sum, not exceeding the clear yearly Sum of Two hundred Pounds of lawful *British* Money, free from all Deductions, as the Court think fit, and by way of Jointure, and in lieu of such Dower; and if the Court order any such clear yearly Sum to be so paid, the Trustees shall pay the same by equal quarterly Payments, the first quarterly Payment to be made at the End of Three Months after the Decease of the said Sir *William Richard Carter Chaytor*, and if she die on any Day other than One of the Days for such quarterly Payments shall on the then next quarterly Day pay to her Executors, Administrators, or Assigns a proportionate Part of the Jointure for the broken Quarter.

VIII. That, except only so far as the Exercise by the Trustees of the Powers of mortgaging and selling by this Act respectively created may be requisite for raising Money for the Payment and Discharge of the Liabilities to be discharged, the Trustees shall exercise the several Powers conferred on them by this Act only with the previous Consent in Writing of the Tenant in Possession, if not under Disability or incapable of acting.

Consent of
Tenant in
Possession
to Exercise
of Powers
by Trustees.

IX. That the Trustees from Time to Time may borrow at Interest, on the Security of the Estates respectively specified in the First and Second Schedules, or any Parts thereof, such Sums as the Trustees from Time to Time think requisite for paying and discharging the Liabilities to be discharged, or any of them, or for completing *Clervaux Castle* and the Offices and Outbuildings, and may secure the Repayment thereof with Interest by Mortgage of those Estates, or any Part thereof, either in Fee or for any Term, or for any other Estate or Interest, and with or without Power of Sale, and with such other Powers and Provisions, if any, as the Trustees think reasonable.

Power to
mortgage.

X. That the Trustees from Time to Time may make and procure and concur in making all such Transfers, Releases, Reconveyances, Surrenders, and other Dealings with and relating to the Mortgages from Time to Time granted under this Act, and with or without further Charges or additional Security, as the Trustees from Time to Time think reasonable.

Transfers,
&c. of Mort-
gages.

XI. That the Trustees from Time to Time may absolutely sell and dispose of all or any Part of the Estates respectively specified in the First and Second Schedules, and the Inheritance in Fee Simple, or any Estate, Term, or Interest in possession or expectancy of or in the

General
Power to
sell.

Chaytor's Estate Act, 1853.

the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not, for the best Price in Money that can at the Time of the Sale be reasonably obtained for the same: Provided always, that the Trustees shall not sell any of the Lands in the several Parishes of *Croft* and *Hurworth*, unless it shall be absolutely necessary for the Purposes of this Act to sell the same, and in case of such Necessity shall not sell any of those Lands until all the rest of the Estates are sold, and shall not sell any of the Lands in the Parish of *Croft* until all the Lands in the Parishes of *Middleton Tyas* and *Hurworth* are sold.

Sales by
Auction, &c.

XII. That the Trustees may make such Sales under such ordinary or special Conditions of Sale, and in One or more Lot or Lots, and by public Auction or private Contract, and generally in such Manner in all respects as the Trustees think fit, and may reserve Biddings and buy in at Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and may again sell, without Liability for any consequent Loss or Expense.

Trustees to
give Re-
ceipts and
convey.

XIII. That the Trustees shall receive and give Receipts for the Purchase Monies, and shall convey the Lands sold to the respective Purchasers thereof, their Heirs and Assigns, or as they respectively direct, freed and for ever discharged, except as by this Act otherwise provided with respect to Mortgages and Leases, from all Estates, Limitations, Uses, Trusts, Powers, Provisoes, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which in and by, or by virtue of or under, the before-mentioned Will, Codicil, Acts, Events, and Things, or any of them, or this Act, have been or are or shall be limited, created, declared, or expressed of or concerning, or do or shall affect, those Lands or any Part thereof.

Mortgages
and Sales to
be subject
to Leases.

XIV. Provided always, That every Mortgage and Sale made under this Act shall take effect subject and without Prejudice to any Lease or Contract for a Lease of or affecting the Lands mortgaged or sold made under this Act, and at the Time of the making of the Mortgage or Sale subsisting.

Sales to be
subject to
Mortgages
under Act.

XV. Provided always, That every Sale made under this Act shall, unless the Mortgagees otherwise agree, take effect subject and without Prejudice to all Mortgages of or affecting the Lands sold or any Part thereof made under this Act, and at the Time of the making of the Sale subsisting.

Application
of Monies

XVI. That, except as is by this Act otherwise provided, the Trustees shall from Time to Time apply the Monies received by them under the

Chaytor's Estate Act, 1853.

the Powers of mortgaging and selling by this Act respectively created as follows, to wit:

raised by
borrowing
and selling.

1. In paying and discharging all the Costs, Charges, and Expenses of the Trustees in and about the Execution by them of those Powers respectively:
2. In or towards paying and discharging the Liabilities to be discharged; such of the Liabilities to be discharged as consist of Costs, Charges, and Expenses to be paid in preference and priority of the other of such Liabilities:
3. In or towards completing, when requested by the Tenant in possession, the Mansion House called *Clervaux Castle* and the Offices and Outbuildings thereof:
4. The ultimate Surplus of such Monies, if not exceeding Two hundred Pounds, shall be applied by the Trustees in or for beautifying or improving *Clervaux Castle* when requested by the Tenant in Possession; but if exceeding Two hundred Pounds shall be paid into the Bank, as by this Act directed.

XVII. That the Trustees from Time to Time, until the Liabilities to be discharged are discharged, may manage the Estates for the Time being subject to this Act so as to superintend the Buildings, Repairs, Order, and Condition thereof, and cause the same to be well and properly repaired, upheld, and kept in good Plight, and for the Purposes of such Management may appoint any Steward, Auditor, and Bailiffs, with such Salaries, Recompenses, or Wages as the Trustees think proper, and at pleasure may remove such Steward, Auditor, and Bailiffs respectively, and appoint others in their Stead, and may pay all such Salaries or Recompense out of the Rents and Profits of the Estates.

Manage-
ment of
Estates by
Trustees.

XVIII. Provided always, That after the Liabilities to be discharged are fully paid and discharged, or have ceased, or after the Payment into the Bank under this Act of Monies sufficient for such Payment and Discharge, the Trustees from Time to Time, at the Request in Writing of the Tenant in Possession, may exercise the Powers of Sale by this Act created according to such Request, as to all the Lands in the First and Second Schedules, except in the Parishes of *Croft* and *Hurworth* which are not to be sold, except as before mentioned, and shall pay the Monies thereby arising into the Bank, as by this Act provided.

Exercise of
Power of
Sale, &c. at
Request of
Tenant in
Possession.

XIX. That the Tenant in Possession from Time to Time may lease, or concur with any Person or Persons in leasing, for agricultural Purposes, any Part of the Estates specified in the several Schedules, to any Person for any Term not exceeding Twenty-one Years, to take

Power for
Tenant in
Possession
to lease for
Twenty-one
Years.

[Private.]

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effect in possession immediately, or within Three Months after the making thereof, but only at the best yearly Rent, payable half-yearly or more often, and without Fine, Premium, or Foregift, and with and subject to such Liberties, Privileges, Covenants, and Provisions as the Tenant in Possession thinks fit, so as the Lessee be not thereby made dispunishable for Waste, and so as the Lease contain proper Provisions for the ensuring due Payment of the Rent reserved, and the due Performance and Observance of the Covenants in the Lease, and so as the Lessee execute a Counterpart or Duplicate of the Lease.

Powers to appropriate Lands for Building Purposes.

XX. That the Trustees from Time to Time may appropriate and lay out any Parts of the Estates specified in the several Schedules as and for Markets, Squares, and other open Spaces, Streets, Railroads, and other Roads, Passages, Sewers, Drains, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estates and the Accommodation of the Lessees thereof, and any other Parts thereof, as Lots for building on in such Manner in all respects as the Trustees from Time to Time deem advantageous, and for other Purposes of this Act; and the Trustees may maintain, repair, alter, and improve such Markets, Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

General Deed with respect to Improvements of Estate.

XXI. That for the Purpose of any such general Improvement and Accommodation the Trustees, at the Request of the Tenant in Possession, from Time to Time may by general Deeds, to be sealed and delivered by them and him and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof, respectively declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences as the Trustees deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

Power for Trustees to lease for Building and Improving Purposes.

XXII. That the Trustees from Time to Time may lease all or any Part of the Estates respectively specified in the several Schedules to any Persons willing substantially to rebuild, repair, or improve any of the present or any future Houses, Works, or Buildings upon any Part of the Estates, or willing to erect or make any Houses, Works, or Buildings on any Part of the Estates not built on, or willing to annex any Part of the Estates for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the Estates, or any Part thereof, or on any adjoining Lands, or willing to improve the Estates, or any Part thereof, by making any

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any Railways, Tramroads, Canals, Wharfs, Manufactories, Works, or Conveniences thereon, or otherwise howsoever to improve those Estates.

XXIII. That the Trustees from Time to Time, if and as they think advantageous, may grant to the respective Lessees, for Building and Improving Purposes, their Executors, Administrators, and Assigns respectively, all such Liberties, Easements, and Privileges in, over, and affecting the Estates or any Part thereof which the Trustees think reasonable, and are or shall be usual in Leases of a similar Kind.

Liberties to be granted for Building Purposes.

XXIV. That in every such Lease made for the Purpose of having Houses, Works, or Buildings erected or constructed there shall be contained a Covenant on the Part of the Lessee to build, construct, and furnish the Houses, Works, and Buildings agreed to be built or constructed on the Lands within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted such Houses, Works, and Buildings.

Covenants to build.

XXV. That in every such Lease made for the Purpose of having Houses, Works, or Buildings improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee to improve, repair, or rebuild the same within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted the Houses, Works, or Buildings agreed to be improved, repaired, or rebuilt.

Covenants to rebuild.

XXVI. That in every such Lease made for the Purpose of any other Improvement there shall be contained a Covenant on the Part of the Lessee to make such Improvement within a Time specified for that Purpose, and duly to maintain the same.

Covenants to improve.

XXVII. That in every such Lease there shall be contained on the Part of the Lessee a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises comprised in the Lease.

Covenants to pay Rents, &c.

XXVIII. That in every such Lease for the Purpose of having any Houses, Works, or Buildings built, repaired, improved, or rebuilt, which shall be liable to Damage by Fire, there shall be contained on the Part of the Lessee a Covenant for keeping the Houses, Works, and other Buildings, or such of them as shall be liable to Damage by Fire, insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some or One of the substantial Offices for Insurance in *London* or *Westminster*, or in the County of *York*,

Covenants to insure, &c.

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York, and to lay out the Money received by virtue of such Insurance, and all such other Sums as shall be necessary, in substantially rebuilding, repairing, or reinstating the Houses, Works, or Buildings destroyed or damaged by Fire.

Covenants
to surrender.

XXIX. That in every such Lease there shall be contained on the Part of the Lessee a Covenant to surrender the Possession of and leave in good Repair the Houses, Works, and Buildings to be erected and built, or improved, repaired, or constructed, on the Lands therein comprised, on the Expiration or other sooner Determination of the Estate or Term thereby granted.

Powers to
enter and
view.

XXX. That in every such Lease there shall be contained a Power for the Tenant in Possession, or the Trustees, or the Person from Time to Time entitled to the yearly Rent reserved, or to the Reversion expectant on the Term granted by such Lease, or their respective Surveyors and Agents, to enter twice in every Year upon the Premises, and to inspect the Condition thereof, and to give Notice of the Wants of Repair and Defects then and there found.

Powers of
Re-entry
on Nonpay-
ment of
Rent, &c.

XXXI. That in every such Lease there shall be contained a Proviso or Condition that if the Rent thereby reserved, or any Part thereof, be at any Time in arrear for a Period therein specified, not exceeding One Year, and not paid within a further Period therein specified, not exceeding One Year after the same is demanded by Notice in Writing delivered to the Lessee, his Executors, Administrators, or Assigns, or affixed on some conspicuous Part of the Premises comprised in the Lease, or left with the Tenant or One of the Tenants of the Premises comprised in the Lease, or if any Buildings, Works, or Improvements on the Lands comprised in the Lease be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and be not repaired within a Period specified after any such Notice in Writing for that Purpose so delivered or affixed or left, or if any of the Buildings on the Lands comprised in such Lease be destroyed or damaged by Fire or by Accident, and be not rebuilt, repaired, or reinstated within a Period in such Lease specified, not exceeding Three Years next after the Fire or Accident happens, or (in case the Tenant in Possession think it desirable, and it be so provided in such Lease) on the Nonperformance of any of the Covenants, Provisoes, and Conditions on the Lessee's Part, or of any One or more (in that Behalf agreed upon, and specified in the Lease) of such Covenants, Provisoes, and Conditions, then and in any Case the Tenant in Possession, or the Trustees, or the Person for the Time being entitled to the Reversion expectant on the Lease, may enter into and upon the Lands comprised in the Lease, and determine the Term thereby granted.

XXXII. Pro-

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XXXII. Provided always, That any such Proviso or Condition for Re-entry may, if the Trustees think fit, be qualified by a Proviso in the Lease that any Breach of any of the Covenants, Provisoes, and Conditions therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as are agreed on to be so excepted) shall not occasion any Forfeiture of the Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and unless or until the Damages and Costs recovered in such Action remain unpaid for Three Months after such Damages and Costs are assessed.

Provisoes of Re-entry may be qualified.

XXXIII. That the Leases for Building and Improving Purposes may, as the Trustees may from Time to Time think advantageous, be made either with or without Covenants or Stipulations on the Part of the Lessees to pay all or any Part of the Expense of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Streets, Roads, Passages, Sewers, Drains, Pipes, Conduits, Gardens, Pleasure Grounds, Easements, or Conveniences in, through, under, or over any Parts of the Estates not comprised in the Lease, and either with or without Covenants or Stipulations as to the Mode in which any other Part of the Estates shall be built on, laid out, improved, or used, and may be made subject to or may contain any other Covenants, Limitations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which are reasonable.

Covenants in Leases for Building and Improving Purposes for paying Expenses of maintaining Streets, &c.

XXXIV. That the Trustees from Time to Time may, if and as they think advantageous, make by such Leases respectively all such Reservations of Rights or Powers, Liberties, Easements, and Privileges, in, over, and with respect to the Lands leased, and all such other Reservations, as they think reasonable, or as are or shall be usual in Leases for like Purposes.

Reservations to be made in Building Leases.

XXXV. That any Lease for Rebuilding or Improving Purposes may be made as the Trustees from Time to Time think advantageous for any Term of Years absolute, not exceeding Ninety-nine Years, but only in consideration of the best yearly Rent that can be reasonably obtained, and without Fine and without any Covenant for Renewal.

Terms of Leases for Building and Improving Purposes.

XXXVI. Provided always, That the yearly Rent limited by any such Lease for Building or Improving Purposes may be made to commence on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically with such Portion of the full yearly Rent as the Trustees, having regard to

Rents on Leases for Building and Improving Purposes may increase periodically.

[*Private.*]

Chaytor's Estate Act, 1853.

the Progress of the Buildings, Repairs, Rebuilding, or Improvements to be made, and the Responsibility of the Lessee, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years after the Day of the Date of the Lease.

Leases for Building and Improving Purposes may be by public Auction, &c.

XXXVII. That every such Letting for Building or Improving Purposes may be made either by public Auction or private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Trustees think advantageous.

Counterparts or Duplicates of Leases to be executed.

XXXVIII. Provided always, That the Person to whom any Person to whom any Lease for Building or Improving Purposes is granted shall execute a Counterpart or Duplicate of Lease.

Trustees empowered to enter into Contracts for Leases for Building and Improving Purposes.

XXXIX. That the Trustees from Time to Time may enter into any Contract in Writing for any Lease for Building or Improving Purposes which the Trustees are by this Act authorized to grant with the Buildings or Improvements, if any, thereon, at the best yearly Rent that can be reasonably obtained, and such Contracts may contain all or any of the following Agreements (to wit),

1. An Agreement that when and as any Land agreed to be leased, or any Part thereof, is built on, rebuilt, repaired, laid out, formed, or improved in the Manner and to the Extent stipulated in the Contract, the Lands mentioned in the Contract, or any Part thereof, shall be leased, according to this Act, to the Person contracting to take the same, his Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person (to be approved of by the Trustees) as he or they shall appoint in that Behalf for the Remainder of the Term specified in the Contract, and in such Parcels and under such Portions of the yearly Rent specified in the Contract as are thought proper; but nevertheless so that if the yearly Rent to be reserved by the Lease bear a greater Proportion to all the Rent by the Contract agreed to be reserved than the Quantity of Land to be comprised in the Lease bears to all the Land comprised in the Contract, then the Rent so to be reserved shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Lands to be comprised in the Lease, when fit for Habitation or Use:
2. An Agreement that the full Rent specified in the Contract shall or may be reserved by the Lease or Leases to be granted of a given Quantity (specified in the Contract) of the Land thereby agreed to be leased, such Quantity being not less in Value than

than

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than Six Times the Rent reserved upon it, and that the Residue thereof shall be leased at the yearly Rent of Forty Shillings, either before or after the full Rent specified in the Contract is reserved by any Lease or Leases, and at such Time or Times and in such Manner as the Trustees think proper :

3. An Agreement that the full yearly Rent specified in the Contract may be appropriated to a Part, or apportioned between Parts, of the Lands thereby agreed to be leased, either by a Surveyor or a Referee, or otherwise :
4. An Agreement (in any Case where a given Quantity is not specified in the Contract) that when the full yearly Rent to be reserved is reserved by the Lease or Leases granted of a competent Part or competent Parts of the Land agreed to be leased (to be determined on by a Surveyor or Referee, or otherwise), the Residue (if any) thereof shall be leased by One or more Lease or Leases at the yearly Rent of Forty Shillings :
5. An Agreement (in any Case of a Lease at the yearly Rent of Forty Shillings) to grant the Lease either before or after the Land to be therein comprised is built upon, laid out, or improved :
6. An Agreement that the yearly Rent agreed by any such Contract to be reserved may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and may be made to increase periodically, beginning with such Portion of the full Rent to be reserved, as the Trustees think advisable, and increasing up to the full Rent as they find convenient or think proper, and as in the Contract is expressed, regard being had to the Quantity of Land agreed to be from Time to Time leased, and the Progress of the Buildings, Works, Repairs, or Improvements stipulated to be erected or made thereon, and the Responsibility of the Purchaser or Lessee, and the other Circumstances of the Case, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract :
7. An Agreement that when and as any Lease is granted of any Part of the Lands contracted to be leased the Lands from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is entered into, or his Representatives, shall remain liable thereunder in respect of such Part of the Lands comprised in the Contract as are not for the Time being leased to the Payment of such Portion of the Rent by the Contract agreed to be reserved as is thought proper, and is in the Contract provided for :

8. An

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8. An Agreement that the Person with whom the Contract is entered into may, during the Continuance thereof, have, exercise, and enjoy all or any (to be expressed in the Contract) of the Liberties which are by this Act authorized to be granted to Lessees for Building and Improving Purposes:
9. Any other Agreements or Terms which the Trustees from Time to Time think reasonable, and are not contrary to any of the Provisions of this Act.

Contracts to contain Clauses for vacating the same, &c.

XL. Provided always, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part of the Lands therein comprised and agreed to be leased as are not actually leased, and are not within a reasonable Time therein expressed built upon, rebuilt, repaired, laid out, formed, or improved in the Manner therein stipulated, and also a Clause or Condition that the Person to whom a Lease ought to be granted pursuant to the Contract shall within a reasonable Time therein expressed accept the same, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the same, or that in default thereof the Contract shall, as to the Lands not actually leased by virtue of the Contract, be void; and every such Contract shall be binding on all the Persons upon whom the Lease, if executed, would be binding, and shall be carried into execution by a Lease or Leases under this Act accordingly.

Contracts may be varied.

XLI. That the Trustees, from Time to Time, may enter into any new Contract by way of Addition to or Explanation or Alteration of all or any of the Terms expressed in any Contract entered into under this Act, but so that the Contract shall, when so added, so explained, or altered, be conformable with the Provisions of this Act.

Release from Liabilities to Contracts respecting Lands for Building and Improving Purposes.

XLII. That the Trustees from Time to Time may release any Person with whom any Contract is entered into, his Executors, Administrators, or Assigns, from the Fulfilment of all or any Part of the Contract, and if the Trustees think it expedient may enter into any new Contract with such Person, his Executors, Administrators, or Assigns, in lieu of the Contract or the Part thereof so released, but so that the Contract as modified by the Release or new Contract be conformable with the Provisions of this Act.

Conditions for Re-entry may be restricted to Part of Lands comprised in Leases and

XLIII. That any such Lease for Building or Improving Purposes, or any Contract for any such Lease, shall not be void, defeasible, or questionable on the ground that any Power, Condition, or Right of Re-entry, or of determining the Term, thereby created or agreed to be created for Nonpayment of Rent, or for any Breach of Covenant,

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Covenant, is in any Terms restricted to Part of the Lands leased or agreed to be leased, where or in respect whereof the Nonpayment or Breach happens.

Contracts, and remain in force as to other Part.

XLIV. That notwithstanding the Determination by virtue of any such Power, Condition, or Right of Re-entry or Determination of any such Term as to Part only of the Lands leased or agreed to be leased, the Power, Condition, or Right of Re-entry or Determination shall be in full Force as to such Parts of the Lands as from Time to Time continue to be held by virtue of the Lease or Contract, and in order thereto every such Power, Condition, or Right of Re-entry or Determination shall be apportionable and apportioned, and shall have Effect, according to the Intention of the Parties as expressed in that Behalf in the Lease or Contract.

Conditions for Re-entry to be apportionable.

XLV. That an Underlease of Part of the Lands comprised in any such original Lease shall not (except so far as is otherwise provided by the original Lease) be liable to Forfeiture or to the Operation of any Power, Condition, or Right of Re-entry or Determination for Nonpayment of Rent or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens with respect to the Land comprised in the Underlease or some Part thereof, and any such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry or Determination with respect to any Land comprised in the original Lease and not comprised in the Underlease, and the Power, Condition, or Right of Re-entry or Determination in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the Underlease of the Lands comprised in the original Lease, and the Part not comprised in the Underlease of the Lands comprised in the original Lease respectively, as if the original Lease had originally comprised such respective Part alone.

Underleases not to be forfeited for Non-payment of Rent or Breach of Covenant as to Lands for Building Purposes not comprised therein.

XLVI. That the Tenant in Possession or the Trustees, from Time to Time, if he or they think fit, may accept a Surrender of any Lease of any Part of the Estates subsisting at the passing of this Act, or made thereunder.

Power to accept Surrenders of Leases.

XLVII. That if the Possession of any Lands comprised in any Lease or Contract made under this Act, or comprised in any now subsisting Lease, be at any Time resumed or recovered under any Condition of Re-entry therein respectively contained or otherwise, then and in every such Case the Trustees may grant Leases for Building or Improving Purposes, and enter into Contracts for

On resuming Possession under any Power of Re-entry or otherwise, fresh Leases and Con-

[Private.]

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granting

Chaytor's Estate Act, 1853.

tracts may
be made.

granting such Leases, and afterwards grant such Leases of the same Premises, in like Manner as if a Lease or a Contract for a Lease thereof had not been previously made.

Power to
make Leases
for Building
and Improv-
ing Purposes
on Surren-
ders of exist-
ing Leases.

XLVIII. That, subject to the Provisions of this Act, the Trustees may make any such Lease for Building or Improving Purposes upon the Surrender of any Lease subsisting at the Time of the passing of this Act or granted thereunder, and may accept the Surrender as such Part of the Consideration for the Lease, as the Trustees think fit.

Leases un-
der Act to
be good
without re-
ference to
preceding
Contracts.

XLIX. That any Lease made or granted under this Act, and conformably with the Provisions thereof, shall be deemed to be duly made or granted, although it was preceded by a Contract, and the Contract was not in all respects in due Accordance with the Provisions of this Act, or was not in all respects duly fulfilled, and whether the Lease purport or not to be made in pursuance of a Contract, and notwithstanding any Variation between the Lease and a preceding Contract.

Contracts
not to form
Part of Title
to Leases.

L. That after a Lease is granted conformably with the Provisions of this Act the Contract for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Power to
confirm de-
fective Con-
veyances
and Leases.

LI. That the Trustees from Time to Time may confirm any Mortgage, Conveyance, Lease, purporting to be made or granted by virtue of this Act, in any Case in which, for some technical Error or Informality in making or granting the same, or in entering into the Contract for the same, the Lease is or is apprehended to be void or voidable, or may make or grant any Lease pursuant to the Provisions of this Act, in lieu of such Lease, for any Estate, Term, or Interest not exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by such Lease at and under the same yearly Rent as was, or a larger yearly Rent than was, reserved or limited in or by the original Lease, or may accept a Surrender of any Lands purporting to be leased, and grant any Lease, pursuant to this Act, of the Land so surrendered, but not for any Estate, Term, or Interest exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by the original Lease, and at and under the same yearly Rent as was, or a larger yearly Rent than was, reserved or limited in or by the Lease: Provided always, that no Fine, Premium, or Foregift shall be taken for making any such Confirmation or new Lease.

Confirma-
tion to be
without Fine
taken.

LII. That

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LII. That every Covenant entered into by a Lessee for Payment of the yearly Rent reserved, or for or with respect to the building or laying out, improving or using, of the Lands leased to him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting or embellishing, any Roads, Squares, or other open Spaces, Sewers, Drains, Watercourses, or other Conveniences, shall run with the Land so leased, and shall bind the Lessee thereof, and his respective Heirs, Executors, Administrators, Appointees, and Assigns respectively.

Covenants by Purchasers and Lessees to run with the Land.

LIII. That the Certificate in Writing of the Tenant in Possession, or the Trustees, acknowledging the Receipt by him or them respectively of a Counterpart or Duplicate of any Deed executed under this Act, shall be full and complete Evidence that the Counterpart or Duplicate was duly made and executed and delivered to the Tenant in Possession or the Trustees.

Certificates of Trustees to be Evidence of Counterparts and Duplicates.

LIV. That the Rent reserved by a Lease or Contract for Building or Improving Purposes shall be made payable, and be from Time to Time paid, to the Person from Time to Time entitled to the legal Estate subject to the Contract or to the legal Reversion immediately expectant on the Determination of the Term by the Lease granted, and the Trustees shall pay such Rents when received by them to, or otherwise authorize and permit the same to be recovered and received by, the said Sir *William Richard Carter Chaytor*, or his Assigns, during his Life, and after his Decease by the Person or Persons from Time to Time entitled in possession under the Limitations of the recited Will of the Testator if of full Age, or if under Age by his or their Guardians.

Rents on Conveyances, Leases, and Contracts for Building Purposes to be paid to Reversioners.

LV. That the Purchase Monies for all Lands sold and conveyed under this Act shall be paid by the Trustees into the Bank, as by this Act directed.

Considerations for Conveyances to be paid into Bank.

LVI. That the Executors or Trustees of the recited Will and Codicil of the Testator shall pay into the Bank such of the Monies from Time to Time received in respect of the Personal Estate of the Testator not specifically bequeathed, or the Produce thereof, as are not required for the Payment or Discharge of the Liabilities to be discharged.

Surplus of General Personal Estate of Testator to be paid into Bank.

LVII. That all Monies by this Act directed to be paid into the Bank shall from Time to Time be paid by the Persons by this Act directed so to pay the same 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 Persons interested

Payment of Monies into Bank.

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interested in *Chaytor's Estates*," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Cap. 32., and the General Orders of the Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Cap. 24.

Receipts of the Cashier of the Bank and Certificate of the Accountant General to discharge.

LVIII. That the Receipt of a Cashier of the Bank for any Monies paid into the Bank as by this Act directed, and the Certificate of the Accountant General annexed thereto and filed in the Register Office of the Court, shall be an effectual and conclusive Discharge to the Persons paying the same for the Money therein respectively mentioned and acknowledged to be received, and all Liability, Claims, and Demands in respect thereof.

Persons paying to Trustees not to see to Payment into Bank.

LIX. Provided always, That it shall not be necessary for any Person paying any Money to the Trustees to see or inquire as to the Payment into the Bank of any Part thereof, or as to any other Disposal of such Money or any Part thereof.

Application of Monies paid into Bank.

LX. That the Court, from Time to Time, may order any Monies paid into the Bank under this Act to be applied for any of the Purposes for which Monies received by the Trustees under the Powers of mortgaging and selling by this Act respectively created are applicable.

Application of Surplus of Monies paid into Bank.

LXI. That the Court may order any Monies paid into the Bank under this Act, and the Application whereof is not otherwise ordered under this Act, to be from Time to Time laid out in the Purchase or Redemption of Land Tax on the Estates for the Time being subject to the Limitations of the recited Will of the Testator, or in the Purchase of any Lands in the Counties of *Durham* and *York*, and as near as may be to the Testator's Estate in the Parish of *Croft*, free from Incumbrances, except Quit Rents, Land Tax, and other Outgoings of that Nature.

Purchases under special Conditions of Sale.

LXII. That the Trustees from Time to Time may purchase, under any ordinary or special Conditions of Sale, any Lands which they are by this Act authorized to purchase.

Lands purchased to be conveyed to Trustees upon Trusts of Act.

LXIII. That the Lands from Time to Time purchased under this Act shall be conveyed to the Trustees upon the Trusts of this Act, and shall be subject to all the Powers and Provisions of this Act.

Until so applied Monies to be invested in

LXIV. That all Monies from Time to Time paid into the Bank under this Act, or so much thereof as is not ordered by the Court to be applied for any other of the Purposes of this Act, shall, until so applied,

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applied, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer Bills or Exchequer Bonds, and the Interest of such Bills or Bonds, and the Money received for the same when paid off by Government, shall be laid out in his Name in the Purchase of other Exchequer Bills or Exchequer Bonds.

Exchequer
Bills or
Bonds.

LXV. That the Court may make such general or special Order, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, the new Bills may be received in exchange for the Bills in course of Payment, and such Proceedings shall be effectual for enabling such Receipt in exchange, and in that Event the Interest of the new Bills shall be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Exchange of
Exchequer
Bills.

LXVI. That if the Money arising by the Sale of any such Exchequer Bill or Exchequer Bond exceed the Amount of the Money originally laid out in the Purchase thereof, then and in that Case alone the Surplus remaining, after discharging the Expenses of the Application to the Court, shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased, if purchased and settled pursuant to this Act, or to the Representatives of such Person.

Profits on
Sale of Ex-
chequer
Bills or
Bonds.

LXVII. Provided always, That in the meantime, until such Exchequer Bills or Exchequer Bonds be sold for any of the Purposes of this Act, the Court may from Time to Time make such Orders as the Court shall think just for the Payment to the Person or Persons who, if the Lands directed to be purchased and settled were purchased and settled pursuant to this Act, would be entitled to receive the Rents and Profits thereof, of all or any Part of the Interest on any Exchequer Bills or Exchequer Bonds purchased or taken in exchange under this Act.

Court may
order Inter-
est on Ex-
chequer Bills
or Bonds to
be paid to
Person who
would be en-
titled to re-
ceive Rents
of Lands to
be pur-
chased.

LXVIII. That the Court may from Time to Time make such Orders as the Court think just for allowing, taxing, and settling all such Costs, Charges, and Expenses from Time to Time incurred in making Applications to the Court under this Act, paying Monies into the Bank as by this Act directed, taking such Monies out of the Bank, applying such Monies as by this Act authorized, investigating the Title to Lands purchased, or otherwise in carrying this Act into execution, or any other Costs, Charges, and Expenses payable according to the Provisions of this Act, and from Time to Time may make such Orders as the Court think just for the Payment of such Costs, Charges,

Court may
make Order
for Payment
and Taxa-
tion of Costs,
&c.

[*Private.*]

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and

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and Expenses out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills or Exchequer Bonds purchased or taken in exchange under this Act.

Orders of Court on Petition.

LXIX. That every Order of the Court for the Purposes of this Act may be made on Petition in a summary Way, or by Motion or Summons.

Powers of Act to apply to all Lands purchased under Act.

LXX. That the several Powers and Provisions of this Act, so far as they respectively are applicable, shall extend and apply and be exercisable with respect to all Lands from Time to Time purchased and settled, and as by this Act authorized.

Act not to prejudice Mining Leases of Will.

LXXI. That this Act or anything herein contained shall not prejudice any Powers of granting Mining Leases created by the Will of the Testator.

Indemnity of Executors, &c. with respect to Shares in Thornley Colliery.

LXXII. That the Court from Time to Time may order that any Monies applicable for any of the Purposes of this Act be applied in indemnifying the Executors of the Testator and the Trustee of his Shares or Interest in the *Thornley Colliery*; and their respective Representatives, from all Liabilities, Claims, and Demands with respect to such Shares and Interest, or any Acts or Dealings relating thereto.

Application of Monies for the Purposes of Testator's General Personal Estate.

LXXIII. That any Money applicable under this Act for any of the Purposes for which the Personal Estate of the Testator not specifically bequeathed, or the Produce thereof, is applicable, may be applied accordingly, notwithstanding that Personal Estate or the Produce thereof, or any Part thereof respectively, be not then actually so applied.

Trustees Receipts to discharge.

LXXIV. That every Receipt from Time to Time given by the Trustees for any Money received by them under the Authority or for any of the Purposes of this Act shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Power of Appointment of new Trustees.

LXXV. That if the said *John Errington, Christopher Maling Webster, and Matthew Hutton Chaytor*, or any or either of them, or any Trustee or Trustees to be appointed under this Provision, shall die or decline or be incapable or unfit to act in the Trusts of this Act, or shall go out of *Great Britain* before those Trusts are fully performed, then and in such Case the Court, by Order, may appoint One or more Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, declining, or being incapable or unfit to act, or going out of

Great

Chaytor's Estate Act, 1853.

Great Britain; and when and as often as any Trustee or Trustees shall be so appointed all the Trust Estates of which he or they was or were or is or are under this Act Trustee or Trustees shall thereupon by virtue of this Act become and be lawfully and effectually vested in the surviving, continuing, or other Trustee or Trustees of the same Trust Estates, and such newly appointed Trustees or Trustee, or in such new or other Trustee or Trustees only, as the Case may require, upon the Trusts of this Act.

LXXVI. That such new Trustees respectively shall and may in all Things act in the Execution of this Act as fully and effectually as if they respectively were originally by this Act nominated a Trustee or Trustees.

Powers of
new Trust-
tees.

LXXVII. That the present and future Trustees of this Act and every of them, and their respective Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable respectively only for such Monies as they respectively actually receive by virtue of or under this Act, notwithstanding their respectively giving or signing, or joining in giving or signing, any Receipt for Conformity, and any One or more of them shall not be answerable or accountable for the others or any other of them, or any of them, for the Acts or Defaults of the other or others of them, but every of them only for his own Acts or Defaults respectively; and they respectively shall not be answerable or accountable for any Banker, Broker, or other Person with whom any Trust Monies are deposited for safe Custody, or otherwise in the Execution of this Act, or for any Insufficiency or Deficiency of or in any Security or Stocks or Funds in or upon which any Trust Monies are placed out or invested under this Act, or for any other Misfortune, Loss, or Damage, unless the same happen by or through his or their own wilful Default respectively.

Indemnity
of Trustees.

LXXVIII. That the present and future Trustees of this Act and every of them, and their respective Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies coming to their respective Hands under this Act, may retain and reimburse to and for themselves respectively, and allow to their respective Co-trustee and Co-trustees all Costs, Charges, Damages, and Expenses which they or any of them sustain or disburse in or about the Execution of this Act, or in relation thereto.

Reimburse-
ment of
Trustees.

LXXIX. That the said *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, and *Henry Chaytor*, the Executors of the Will and Codicil of the Testator, and the said *Matthew Hutton Chaytor*, the Trustee of the Testator's Shares and Interest in the *Thornley Colliery*, their respective Heirs, Executors, and Administrators, and every of them, shall by or

Indemnity
of Execu-
tors and
Trustees
with respect
to Thornley
Colliery.

out

Chaytor's Estate Act, 1853.

out of the Monies applicable under this Act for the Payment of the Costs, Charges, and Expenses of executing this Act, be fully reimbursed and indemnified against all Costs, Losses, Damages, Expenses, Claims, and Demands whatsoever heretofore and hereafter in any way disbursed or incurred for or on account of or in any way relating to those Shares and Interest.

General
Saving.

LXXX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the several Persons by this Act expressly excepted out of this General Saving), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the several Estates specified in the several Schedules, and the Testator's Share and Interest in the *Thornley* Colliery or any of them, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Exceptions
from General
Saving.

LXXXI. Provided always, That the following Persons are excepted out of the General Saving in this Act contained; to wit, the said Dame *Isabella Chaytor*, and the said Sir *William Richard Carter Chaytor*, and the said *John Young* in his Capacity only of the next Friend of the said *William Chaytor* the Infant, and the said *William Chaytor* the Infant, and the Sons of the said *William Chaytor* the Infant, and the Heirs Male of their respective Bodies, and the said *Richard Clervaux Chaytor*, and the Sons of the said *Richard Clervaux Chaytor*, and the Heirs Male of their respective Bodies, and the Second and Subsequent Sons of the said Sir *William Richard Carter Chaytor*, and the Heirs Male of their respective Bodies and the said *John Clervaux Chaytor* and *Lydia Frances* his Wife, and the said *John Clervaux Chaytor* the younger, and the Sons of the said *John Clervaux Chaytor* the younger, and the Heirs Male of their respective Bodies, and the said *Walter Chaytor*, and the Sons of the said *Walter Chaytor*, and the Heirs Male of their respective Bodies, and the said *Edward Chaytor*, and the Sons of the said *Edward Chaytor*, and the Heirs of their respective Bodies, and the said *Arthur Chaytor*, *Brian Tunstall Chaytor*, *Charles Chaytor*, and *Francis Chaytor*, and the other Sons of the said *John Clervaux Chaytor*, and the Heirs Male of their respective Bodies, and the said *Matthew Hutton Chaytor*, and the said *Darcy Chaytor*, and the Sons of the said *Darcy Chaytor*, and the Heirs Male of their respective Bodies, and the said *Hugh Chaytor* and *Alfred Chaytor*, and the subsequent Sons of the said *Matthew Hutton Chaytor*, and the Heirs Male of their respective Bodies, and the said *Henry Chaytor*, and the Sons of the said *Henry Chaytor*, and the Heirs Male of their respective

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respective Bodies, and the said *Thomas Drewett Brown* and *Isabella* his Wife, and the said *Drewett Ormonde Brown*, and the Sons of the said *Drewett Ormonde Brown*, and the Heirs Male of their respective Bodies, and the Second and subsequent Sons of the said *Isabella Brown*, and the Heirs Male of their respective Bodies, and the said *Jane Chaytor* and *Harriett Chaytor*, and their respective Sons, and the Heirs of their respective Bodies, and the right Heirs-at-Law, and by Custom of Sir *William Chaytor* the Testator, and the said *William John Anderson*, *Thomas Drewett Brown*, and *John Burrell*, their Heirs, Executors, and Administrators, in their Capacity only of Trustees of the Will and Codicil of the Testator, and the said *John Clervaux Chaytor*, *Matthew Hutton Chaytor*, and *Henry Chaytor*, and their Executors in their Capacity only of Executors of and Trustees under the Will and Codicil of the Testator, and all and every other Person and Persons other than the present Wife of the said Sir *William Richard Carter Chaytor* in respect of her Right or Title, if any, to Dower, on or to whom any Estate, Right, Title, Interest, Claim, and Demand at Law or in Equity of, in, to, out of, or affecting the several Estates respectively specified in the several Schedules, and the Personal Estate of the Testator, or any of them, or any Part thereof respectively, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue of the Will of the said *William Chaytor* of *Spennithorne*, or the recited Deed of Settlement which the Testator intended to execute, if it was in fact executed by him, or the recited Will and Codicil of the Testator, and the Decrees and Orders in the recited Suit of *Chaytor v. Chaytor*, and the several other Instruments, Acts, Deeds, Events, and Things respectively herein-before recited or referred to, or any of them, their Heirs, Executors, and Administrators.

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

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

Chaytor's Estate Act, 1853.

SCHEDULES referred to in the foregoing Act.

SCHEDULE I.

WENSLEYDALE ESTATE AND COVERDALE ESTATE.

Description of Property.	Annual Rental.	Out Rents.	Tenants Names.	Terms on which they hold the Property.	Estate.
<i>Manor of Thoresby.</i>					
Thoresby	£ 130	s. d.	Robert Horn	From Year to Year	Wensleydale
Ditto	207	- -	William Pickard	Ditto	Ditto
Ditto	140	- -	George Storey	Ditto	Ditto
High Thoresby	115	- -	Oswald Baines	Ditto	Ditto
Low Thoresby	180	- -	John Humphrey	Ditto	Ditto
Wanlass Park	230	0 18	John Binks	Ditto	Ditto
Ditto	80	5 3 7½	Matthew and Thomas Brown	Ditto	Ditto
<i>Manor of West Witton and Slate Quarry.</i>					
West Witton	32	0 0	Thomas Sargenson	Ditto	Ditto
Ditto	0	12 6	Henry Carter	Ditto	Ditto
Thoresby and Wanlass Shooting	20	0 0	Atkinson and Wood	Ditto	Ditto
<i>Manor of East Scrafton.</i>					
East Scrafton	128	17 0	Thomas Butterfield	Ditto	Coverdale
Ditto	105	12 0	James Horner	Ditto	Ditto
Little Scrafton	80	0 0	Bartholomew Pickard	Ditto	Ditto
West Scrafton	5	0 0	Thomas Simpson	Ditto	Ditto
Gates on West Scrafton					

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Description of Property.	Annual Rental.	Out Rents.	Tenants Names.	Terms on which they hold the Property.	Estate.
<i>Manor of Melmerby.</i>					
Melmerby	£ 200	£ -	Horner and Son	From Year to Year	Coverdale
Ditto	140	-	Mason and Son	Ditto	Ditto
Ditto	66	-	Christopher Law	Ditto	Ditto
Ditto	36	-	Christopher Watson, sen.	Ditto	Ditto
Ditto	43	1 10 0	Christopher Watson, jun.	Ditto	Ditto
Ditto	20	-	Robert Straffin and Sons	Ditto	Ditto
Ditto	5	-	Francis Reynard	Ditto	Ditto
Widdiman	17	-	James Spenceley	Ditto	Ditto
Carlton Farm	11	-	James Walker	Ditto	Ditto
Agglethorpe	2	-	Thomas Taylor	Ditto	Ditto
Scrafton Lodge and Shooting	60	-	Mrs. Brooks	Ditto	Ditto
Arundale Grange	4	-		Ditto	Ditto
Gammersgill	3	-		Ditto,	Ditto
Farm and Premises	£ 200	£ -	Horner and Son	From Year to Year	Coverdale
Ditto	140	-	Mason and Son	Ditto	Ditto
Public House and Land	66	-	Christopher Law	Ditto	Ditto
House and Land	36	-	Christopher Watson, sen.	Ditto	Ditto
Ditto	43	1 10 0	Christopher Watson, jun.	Ditto	Ditto
Slate Quarry	20	-	Robert Straffin and Sons	Ditto	Ditto
Land	5	-	Francis Reynard	Ditto	Ditto
Ditto	17	-	James Spenceley	Ditto	Ditto
Widdiman	11	-	James Walker	Ditto	Ditto
Carlton Farm	2	-	Thomas Taylor	Ditto	Ditto
Agglethorpe	60	-	Mrs. Brooks	Ditto	Ditto
Scrafton Lodge and Shooting	4	-		Ditto	Ditto
Arundale Grange	3	-		Ditto,	Ditto
Gammersgill					
<i>Hurworth Estates.</i>					
Hurworth	£ 3	£ -	Robert Garbutt	From Year to Year	
Hurworth Place	15	-	John Simpson	Ditto	
Ditto	56	-	Ralph Hobson	Ditto	
Ditto	8	-	Margaret Joplin	Ditto	
Ditto	2	-	Jane Moore	Ditto	
Ditto	5	-	Hannah Smurthwaite	Ditto	
Ditto	2	-	Thomas Taylor	Ditto	
Ditto	2	-	Robert Wilson	Ditto	
Ditto	2	-	Jane Coates	Ditto	
Hurworth	1	-	Robert Farms	Ditto	
Ditto	5	-	George Ridley	Ditto	
Ditto	5	-	Sir W. R. C. Chaytor, Bart.	Lease	
Ditto	30	-			
Cottage	£ 3	£ -	Robert Garbutt	From Year to Year	
House and Land	15	-	John Simpson	Ditto	
Cottage	56	-	Ralph Hobson	Ditto	
Ditto	8	-	Margaret Joplin	Ditto	
Ditto	2	-	Jane Moore	Ditto	
Ditto	5	-	Hannah Smurthwaite	Ditto	
Ditto	2	-	Thomas Taylor	Ditto	
Ditto	2	-	Robert Wilson	Ditto	
Ditto	2	-	Jane Coates	Ditto	
Hurworth	1	-	Robert Farms	Ditto	
Ditto	5	-	George Ridley	Ditto	
Ditto	5	-	Sir W. R. C. Chaytor, Bart.	Lease	
Ditto	30	-			

Charles Messer

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SCHEDULE II.

CROFT ESTATE.

Description of Property.	Annual Rental.	Tenants Names.	Tenure on which they hold the Property.
<i>Manors of Croft, Walmire, and Jobby.</i>			
	£	s.	d.
Croft Grange	331	8	0
Croft Bank	53	0	0
Ditto	23	0	0
Croft	225	0	0
Ditto	70	0	0
Ditto	120	0	0
Ditto	5	0	0
Ditto	9	10	0
Ditto	44	5	0
Ditto	28	0	0
Ditto	22	12	0
Ditto	95	12	0
Ditto	5	0	0
Ditto	21	0	0
Ditto	40	0	0
Ditto	13	0	0
Ditto	12	0	0
Ditto	65	0	0
Ditto	17	10	0
Ditto	20	0	0
Ditto	130	0	0
Ditto	9	0	0
Ditto	4	0	0
Farm and Premises		Robert Atkinson	From Year to Year
Ditto		George Angus, sen.	Ditto
Ditto		George Angus, jun.	Ditto
Spa Hotel and Land		Richard Bulmer	Ditto
Racecourse		Ditto	Ditto
Farm and Premises		Henry Chaytor, Esq.	Ditto
House		John Chaytor, Esq.	Ditto
Cottage and Garden		Robert Dixon	Ditto
House and Land		James Eden	Ditto
Land		John Flintoff	Ditto
House and ditto		Anthony Goldsboro	Ditto
Mill and ditto		Thomas Stamper	Ditto
Ball Room (for Chapel)		Ditto	Ditto
House and Garden		John Snowden	Ditto
Croft Hall		Mrs. Satchell	Ditto
House and Garden		Thomas Snaith	Ditto
Land		James Simpson	Ditto
Park, Land, and House		Cuthbert Raine	Ditto
House and Field		Francis Wilson	Ditto
House, Old Spa		Ann Hall	Ditto
New Baths		Mrs. Mellanby	Ditto
Cottage		Ditto	Ditto
Land		John Coates	Ditto

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Description of Property.	Annual Rental.	Tenants Names.	Tenure on which they hold the Property.
Croft	£ 35	John James Robinson	From Year to Year
Ditto	35	John Robson	Ditto
Ditto	24	Richard Carr	Ditto
Ditto	24	Matthew Marshall	Ditto
Ditto	22	Ann Outhwaite	Ditto
Ditto	24	Mary Pattison	Ditto
Ditto	9	Thomas Hurt	Ditto
High Croft	2	Ann Best	Ditto
Ditto	2	Fisher Clough	Ditto
Ditto	2	Margaret Wharton	Ditto
Ditto	13	Richard Gibbon	Ditto
Croft	4	John Metcalfe	Ditto
Ditto	230	John Pickersgill	Ditto
Plumtree Field	10	James Hunter	Ditto
Wallmire	60	John Pickersgill	Ditto
Ditto	80	Jonathan Hall	Ditto
Ditto	100	John Kinton Nattress	Ditto
Low Wallmire	110	Thomas and John Dunn	Ditto
Jolby	145	Robert Tewart	Ditto
Ditto	-	Lady Chaytor	Ditto
Clervaux Castle and Land	-	John Corner	Ditto
New House, Terrace, unoccupied	-	Andrew Robinson	Ditto
Cottage and Garden	-	John Dodds	Ditto
Ditto	5	Sir W. R. C. Chaytor, Bart.	Ditto
Gravel Bed	-	Joseph Wood	Ditto
Fox Cover, Woods, and Plantations	-	Sir W. R. C. Chaytor, Bart.	Ditto
Cowton Grange	-	Sir W. R. C. Chaytor, Bart.	Ditto
Farm and Premises in the Parish of Middleton Tyas	100	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto
Ditto	0	Joseph Wood	Ditto

[Private.]

Charles Mossop.

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SCHEDULE III.

The Manors, Lands, Tenements, and Hereditaments, together with the Advowsons and Rights of Presentation, in the Parish of St. Andrew Auckland in the County of Durham, called the Witton Castle Estate.

Joseph John Wright.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.