



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 29.

An Act to extend the Powers of the Trustees of the Will of the late Duke of *Cleveland*, and to enable such Trustees to raise certain Monies on certain of the Trust Estates in the County of *Durham* by the said Will devised.

[20th August 1853.]

WHEREAS by an Act passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of Her present Majesty, c. 22., intituled *An Act to enable the Trustees of the Will of the late Duke of Cleveland to grant Mining, Building, and other Leases of the Trust Estates in the County of Durham devised by the Will of the Duke of Cleveland, and to sell or exchange Parts of the same Estates*, after reciting (among other things) that the Most Noble *William Harry Duke of Cleveland* duly made, signed, and published his last Will and Testament in Writing bearing Date on or about the Fifteenth Day of *June* One thousand eight hundred and thirty-six, and thereby (among other Devises) gave and devised all that his *Hardwick, Hart, and Hartlepool* Estates in the County of *Durham* which had been purchased by him, and all his Messuages, Farms, Lands, Tenements, and Hereditaments, of what Nature or Kind soever, usually held or occupied

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with or as Part of the same Estates so purchased by him, and situate at or near *Hardwick, Hart, and Hartlepool* aforesaid, together with the Rights, Members, Incidents, and Appurtenances thereto belonging, unto and to the Use of *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Bliss Wharton* (in the Will written "*Blissatt*"), their Heirs and Assigns for ever, upon the Trusts following, (that is to say,) in trust for *Frederick Acclom* (in the said Will written "*Acclom*") *Milbank*, therein described as the Second Son of the said Testator's Daughter *Lady Augusta Henrietta Milbank* (in the said Will called *Lady Augusta Milbank*) by *Mark Milbank* Esquire, and his Assigns, for his Life, without Impeachment of Waste, and immediately after his Decease in trust for the First and every other Son of the said *Frederick Acclom Milbank* and the Issue Male of every such Son, so that every elder Son and his Issue Male should be preferred to every younger Son and his Issue Male, and on failure of such Issue in trust for *Henry John Milbank* (in the said Will described as the Third Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*) and his First and other Sons and their Issue Male, for the same Estates and in the same Order as were therein-before limited of the same last-mentioned Hereditaments for the said *Frederick Acclom Milbank* and his First and other Sons and their Issue Male respectively, and on failure of such Issue in trust for *Augustus Sussex Milbank* (in the said Will called *Sussex Milbank*, and therein described as the Fourth Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*,) and his First and other Sons and their Issue Male, for the same Estates and in the same Order as the same last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, and on failure of such Issue in trust for every other younger Son of the said Testator's Daughter the said *Lady Augusta Henrietta Milbank*, by the said *Mark Milbank*, born in the said Testator's Lifetime or in due Time after his Decease, and the First and every other Son of every such younger Son and his Issue Male for the same Estates and in the same Order as the said Testator's said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, so that every elder of such younger Sons of the said Testator's Daughter *Lady Augusta Henrietta Milbank* by the said *Mark Milbank* and his Issue Male might be preferred to every younger of such Sons and his Issue Male, and in default of such Issue in trust for every Son of the said Testator's Daughter *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*, not born in the said Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, so that every elder Son and his Issue Male might be preferred to every younger Son and his Issue Male, and on failure of such Issue in trust for *Mark William Vane*

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Vane Milbank (in the said Will called *Mark Milbank*, and therein described as the eldest Son of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*,) and his First and other Sons and their Issue Male, for the same Estates and in the same Order as the same last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, and on failure of such Issue in trust for the Second and every younger Son of the said Testator's Daughter Lady *Laura Meyrick* by *William Henry Meyrick* Esquire (in the said Will called *William Meyrick*) born in the Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, for the same Estates and in the same Order as the said last-mentioned Hereditaments were therein-before limited for every younger Son of his said Daughter Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, born in his Lifetime or in due Time after his Decease, and his Issue Male respectively, and on failure of such Issue in trust for every Son of his said Daughter Lady *Laura Meyrick* by the said *William Henry Meyrick*, not born in the Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, for the same Estates and in the same Order as his said last-mentioned Hereditaments were therein-before limited for every Son of the said Daughter Lady *Augustus Henrietta Milbank*, not born in his Lifetime or in due Time after his Decease, and his Issue Male respectively, and on failure of such Issue in trust for *Augustus William Henry Meyrick*, therein described as the eldest Son of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*, and his First and every other Son and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, and on failure of such Issue in trust for the Second and every other younger Son, if there should be more than One born in his Lifetime or in due Time after his Decease, of the said Testator's Daughter Lady *Arabella Arden* by the Honourable *Richard Pepper Arden*, now the Right Honourable Lord *Alvanley*, therein described, and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last therein-before mentioned Hereditaments were therein-before limited for every younger Son of his said Daughter Lady *Augusta Henry Milbank*, born in his Lifetime or in due Time after his Decease, and in default of such Issue in trust for every Son of the said Testator's Daughter Lady *Arabella Arden* by the said *Richard Pepper Arden*, not born in his Lifetime or in due Time after his Decease, (except an eldest Son,) and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for every Son
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of his said Daughter Lady *Augusta Henrietta Milbank*, not born in his Lifetime or in due Time after his Decease, and his Issue Male respectively, and in default of such Issue in trust for the eldest Son of the said Testator's Daughter Lady *Arabella Arden*, if he should be living at the Time of his Decease or born in due Time after his Decease, and his First and every other Son and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, but in case such eldest Son of his said Daughter Lady *Arabella Arden* by the said *Richard Pepper Arden* should not be living at the Time of his Decease or born in due Time afterwards, but should be subsequently born, then in trust for such eldest Son and his Issue Male; for the same Estates and in the same Order as his said last-mentioned Hereditaments were therein-before limited for every Son of his said Daughter Lady *Augusta Henrietta Milbank*, not born in his Lifetime nor in due Time after his Decease, and his Issue Male respectively, and on failure of such Issue in trust for the Testator's own right Heirs for ever; and also reciting that the said Testator departed this Life on or about the Twenty-ninth Day of *January* One thousand eight hundred and forty-two, without having revoked or altered his said Will (except so far as the same was altered by a Codicil thereto therein mentioned, but which did not affect the Limitations aforesaid), leaving *Henry* the present Duke of *Cleveland* his eldest Son him surviving; and reciting that the said *Mark William Vane Milbank*, *Frederick Acclom Milbank*, *Henry John Milbank*, *Augustus Sussex Milbank*, and *Augustus William Henry Meyrick* had then never been married; and reciting that the said *Mark William Vane Milbank* and *Frederick Acclom Milbank* had attained Twenty-one Years, and that the said *Henry John Milbank*, *Augustus Sussex Milbank*, and *Augustus William Henry Meyrick* were then all under the Age of Twenty-one Years; and reciting that the said Lady *Augusta Henrietta Milbank* had not then nor had she ever had any other Sons by her said Husband than the said *Mark William Vane Milbank*, *Frederick Acclom Milbank*, *Henry John Milbank*, and *Augustus Sussex Milbank*; and reciting that the said Lady *Laura Meyrick* had not then nor had she had any other Son by her said Husband other than the said *Augustus William Henry Meyrick*; and reciting that the said Lady *Arabella Arden* had not then nor had she ever had any Issue Male by her said Husband; and reciting that neither the said Will nor the said Codicil of the said *William Harry Duke of Cleveland* contained any Powers of leasing the said Estate and Hereditaments so devised as aforesaid, nor any Powers of Sale and Exchange thereof, nor any Power of opening and leasing Mines; and reciting that there were within and under the said Estates so devised

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devised as aforesaid divers Mines, Veins, and Beds of Coal, and other Minerals of considerable Value, which could be worked to great Advantage to the said *Frederick Acclom Milbank* and other the Persons beneficially interested or to become interested therein under the aforesaid Trusts declared by the said Will of the said *William Harry* late Duke of *Cleveland*, if a Power were vested in the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or other the Trustees or Trustee for the Time being of the said Will, to open such Mines, and grant Leases thereof, and to dispose of the Minerals to be obtained from the said Mines; and reciting (among other things) that Part of the said Estates so devised by the said *William Harry* Duke of *Cleveland* as aforesaid were conveniently situated and well adapted for building upon, and were capable of other Improvements; and reciting that Parts of the said Estates lay at a Distance from the Bulk thereof; and reciting that it would be advantageous to the said *Frederick Acclom Milbank* and other the Persons interested or to become interested therein under the aforesaid Trusts if a Power were given to the aforesaid Trustees or the Trustees or Trustee for the Time being of the said Will of the said *William Harry* Duke of *Cleveland* of granting Building and other Leases or Grants for the Improvement of the Value of the said Hereditaments; and reciting that it would also be advantageous to the said *Frederick Acclom Milbank* and other the Persons beneficially interested or to become beneficially interested in the said Estates so devised as aforesaid under the aforesaid Trusts if Powers were given to the said Trustees or the Trustees or Trustee for the Time being of the said Will of the said *William Harry* Duke of *Cleveland* to sell or exchange such Parts of the said Estates so devised as therein-after mentioned, and for investing the Money to be received from any such Sale or Exchange in the Purchase of other Estates, to be settled on the same Trusts as the Estates sold or exchanged were subject to; it was by the Act now in recital enacted (among other things) that from and after the passing of the Act now in recital it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the Will of the said *William Harry* Duke of *Cleveland*, at any Time or Times thereafter during the Subsistence of the Trusts created by the said Will of the said *William Harry* Duke of *Cleveland*, nevertheless with such Consent as in the Act now in recital is mentioned, to demise or lease or to join or concur with any Persons in demising or leasing all and every or any Part or Share of the Coal Mines and Seams of Coal and other Mines and Minerals opened, found, or discovered, or which should at any Time thereafter be opened, found, or discovered in or under the Manors, Lands, or Grounds comprised in the Schedule to the Act now in recital annexed,

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and also any Part of the said Messuages, Lands, or Grounds which it might be thought expedient to lease with such Mines, for the better or more effectually working the same, unto any Person or Persons, for any Term or Number of Years not exceeding Forty-one Years as regarded Quarries of Stone, Coal Mines, and Seams of Coal, and not exceeding Sixty Years as regarded Iron, Ironstone, and Coal accompanying the same, if found therewith, and other Minerals, to take effect in possession, and not in reversion or by way of future Interest, with such Powers for working the said Mines and upon such Conditions and in such Manner as in the Act now in recital is mentioned; and it was by the Act now in recital further enacted, that from and after the passing thereof it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the Will of the said *William Harry Duke of Cleveland*, at any Time or Times thereafter during the Subsistence of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*; nevertheless with such Consent as in the Act now in recital is mentioned, to demise or lease, for any Term or Number of Years not exceeding Ninety-nine Years in possession, all or any Part of the Lands or Grounds particularly mentioned or described in the Schedule to the Act now in recital, to any Person or Persons whomsoever who should be willing to improve or repair any of the then or any future Houses, Manufactories, Warehouses, Workshops, or other Buildings upon any Part of the said Lands or Grounds, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Building or Buildings, on any Part of the said Lands or Grounds whereon no Building should be then standing, or who should be willing to employ such Lands for any of the other Purposes in the said Act mentioned, such Leases to be granted on such Conditions and in such Manner as in the said Act is mentioned, and particularly so as in every such Lease there should be contained (among other things) a Covenant for keeping the Houses, Manufactories, Warehouses, Workshops, Erections, and Buildings erected and built or to be erected and built or improved or repaired on the Premises to be therein comprised 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 Offices for Insurance in *London or Westminster* or in the County of *Durham*, and for laying out the Monies to be received by virtue of such Insurance; and all such other Sums of Money as should be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, Warehouses, Workshops, Erections, or Buildings as should be destroyed or damaged by Fire; and it was by the Act now in recital enacted, that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, and the Survivors or Survivor of them, or other

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other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, and they and he were thereby authorized and empowered, at any Time or Times during the Continuance of the Trusts of the said Will, nevertheless with the Consent and Approbation of the said *Frederick Acclom Milbank* during his Life, and after his Death of the Person who for the Time being and from Time to Time should under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates of the said *William Harry Duke of Cleveland*, if such Person should be of the Age of Twenty-one Years, but if such Person should be under the Age of Twenty-one Years, then during his Minority with the Consent and Approbation in Writing of his Guardians or Guardian for the Time being, to lay out and appropriate any Part or Parts of the Lands or Grounds therein-before authorized to be leased as and for Markets, Crescents, and other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of the Lessees thereof; and it was by the Act now in recital further enacted that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalf, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, at any Time or Times thereafter during the Subsistence of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*, nevertheless with the Consent in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Decease with the Consent in Writing of the Person who for the Time being should under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates, if such Person should be of the full Age of Twenty-one Years, but if such Person should be under the Age of Twenty-one Years, then during his or her Minority with the Consent in Writing of his or her Guardians or Guardian for the Time being, to dispose of and convey by way of absolute Sale or Exchange all or any Part of the Messuages or Tenements, Lands, and other Hereditaments specified in the Schedule to the Act now in recital, and which were therein described as "*Hartwick Estate in the Parish of Monk Heseldon*," "*Hutton Henry Estate, also in the Parish of Monk Heseldon*," and "*Hurworth Estate in the Parish of Kelloe*," and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money as to them the said Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland* should seem reasonable, or to grant and convey the same in Exchange for other Hereditaments of Freehold in *England* or *Wales*, in such Manner as in the Act now in recital is mentioned: And whereas by an Act of Parliament passed in the Session of Parliament in the Ninth and Tenth Years of the Reign of Her present Majesty,

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Majesty, c. 30, intituled *An Act to give further Powers to the Trustees of the Will of the late Duke of Cleveland for the Management of the Trust Estates in the County of Durham by the said Will devised*, after reciting (among other things) the Will and Codicil of the said *William Harry Duke of Cleveland*, and his Decease, as hereinbefore is recited, and that his said Will was soon after his Decease duly proved by the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, the Executors thereof, in the Prerogative Court of York; and reciting that the said *Mark William Vane Milbank* and *Frederick Acclom Milbank* were both then married, but that neither of them had any Male Issue then living; and reciting that the said *Henry John Milbank, Augustus Sussex Milbank, and Augustus William Henry Meyrick* had never been married, and that the said *Mark William Vane Milbank, Frederick Acclom Milbank, and Henry John Milbank* had attained the Age of Twenty-one Years; and also reciting the hereinbefore stated Act; and also reciting that it would be advantageous to the said *Frederick Acclom Milbank*, and other the Persons beneficially interested or to become beneficially interested in the said Estates so devised as aforesaid by the said *William Harry Duke of Cleveland*, that (among other Powers) Powers to grant Building Leases for longer Terms of Years than the Term of Ninety-nine Years, in the said recited Act specified, and to enter into Contracts for granting Mining Leases, should be given to the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or other the Trustees or Trustee for the Time being of the said Will; it was by the Act now in recital enacted (among other things) that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, nevertheless with such Consent as in the said Act mentioned, at any Time or Times thereafter to demise or lease or enter into any Contract for a Lease or Leases of any of the Hereditaments comprised in the Schedule to the Act now in recital (which Schedule comprised the same Lands and Hereditaments as were comprised in the said Schedule to the said first-recited Act), for any Term of Years not exceeding Two hundred Years in possession, in all respects as if the Term of Two hundred Years had been specified in the said first-recited Act, instead of the Term of Ninety-nine Years, in the Powers of leasing or entering into Contracts for Leases for any Term of Years not exceeding Ninety-nine Years, therein contained, and that all and singular the Enactments, Powers, Provisions, Conditions, and Restrictions in the said first-recited Act contained of or concerning or relating to Leases or Contracts for Leases for any Term not exceeding Ninety-nine Years, so far as the same were applicable, should be applicable to Leases or Contracts for
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Leases granted or entered into as aforesaid for any Term of Years not exceeding Two hundred Years in possession; and it was by the Act now in recital further enacted, that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, nevertheless with such Consent as therein mentioned, at any Time or Times during the Continuance of the Trusts aforesaid to enter into any Contract or Contracts in Writing for granting any Mining Lease or Leases of all or any Part of the Hereditaments comprised in the said Schedule to the said first herein-before recited Act and the Act now in recital, pursuant to the Powers and subject to the Restrictions in the said first herein-before recited Act contained with respect to Mining Leases, so far as the same should be applicable, in such Manner as in the Act now in recital is mentioned; and after reciting that it would be more convenient for the Lessees in some Cases to effect such Insurances as by the said recited Act were required in some Office for Insurance in the Counties of *Northumberland* and *York*, or One of them, it was by the Act now in recital enacted that any Covenant for Insurance to be contained in any Lease made in pursuance of the Powers of the said first-recited Act and the Act now in recital, or either of them, might be a Covenant to insure in some or One of the Offices of Insurance in the said Counties of *Northumberland* and *York*, as well as in *London* or *Westminster* or in the County of *Durham*, and that every such Covenant, provided it was in accordance in other respects with the Provisions in that Behalf in the said first-recited Act contained, should be and be deemed to be a sufficient Covenant for Insurance within the Meaning of the said first-recited Act, as in the Act now in recital is particularly mentioned; and it was thereby enacted that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, nevertheless with such Consent as aforesaid, to dispose of and convey by way of absolute Sale or Exchange all or any Part of the Farms and Hereditaments in the said Schedule to the Act now in recital mentioned, called *Dalton Percy*, and in the Schedule stated to contain One hundred and forty-five Acres Seven Poles, and the Inheritance thereof in Fee Simple, and also to dispose of or convey by way of Sale or Exchange the whole or any Part of the Corn Tithes or the Half of the Hay Tithes of the *Hurworth* Estate, to dispose of and convey the Lands comprised in the Schedule thereto annexed called the "*Slakes and Land dry at Low-water Mark*," or any Part thereof, and also to dispose of and convey, either for valuable Consideration or without receiving any valuable Consideration, any Part of the Lands and Hereditaments comprised in the said Schedule

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to the Act now in recital, not exceeding in the whole Twenty-five Acres, for the Purposes and in manner therein mentioned; and it was enacted that any Part of the said Hereditaments by the said Act or the Act now in recital authorized to be sold, and which might be sold for Building Purposes, or as Land to be held with any Building to be erected on any Part of the Land sold, and the said Lands or any Part thereof called the *Slakes*, might be sold and conveyed in Fee at a perpetual yearly Rent, to be reserved or granted to the Persons or Person selling the same in lieu of a gross Sum of Money, but so as no Fine, Premium, or Foregift to be taken for the Conveyance thereof, and so that the Rent to be reserved and granted as aforesaid should be the best and most improved Rent that might then be obtained for the same, and under and subject to such Covenants, Provisions, Conditions, and Agreements in all respects as the Persons or Person making such Grants should think fit, and the Benefit of all such Covenants, Conditions, Provisions, and Agreements should at all Times thereafter go and belong to and be held with and as appurtenant to, and be enjoyed and exercised by the Persons or Person for the Time being entitled to the Rent or Rents to be reserved in respect of or granted out of the Hereditaments sold; and after reciting that the Piece of Land called the *Slake*, in the Schedule thereto mentioned, was covered with Water at high Tides, and that inasmuch as the said Piece of Land was adjoining to the *Hartlepool Docks* it would be very beneficial to the Estates so devised by the said *William Harry Duke of Cleveland* as aforesaid if certain Parts of the said Piece of Land were excavated and deepened so as to admit Ships at all States of the Tide, and that the said *William Harry Duke of Cleveland* in his Lifetime entered into an Agreement with the *Hartlepool Dock Company* to excavate and deepen certain Parts of the said Piece of Land called the *Slake*, comprising about Thirty Acres, and that it was thereupon agreed that One Half the Expense of such Excavation should be borne by the said Company, and the other Half thereof by the said *William Harry Duke of Cleveland*, and that for One Half of the Expense of such Excavation according to the Terms of such Agreement the Executors of the late Duke of *Cleveland* were willing to pay, but that the said Excavation to the Extent provided by the said Agreement might possibly be insufficient for the Works requisite to be done, and consequently would not make and complete the same in such a Manner as to yield to the then Tenant for Life and all future Owners of the said *Hart Estate* all the Benefit and Advantage they ought to have and receive from the same, and that the total Expense of such Excavation and the Works consequent thereon was estimated at the Sum of Eight thousand Pounds, and that therefore it was expedient that the Trustees or Trustee for the Time being of the said Will of the said late Duke should have Power to raise by way of Mortgage on the said *Hart, Hardwick, and Hartlepool Estate*, or some Part thereof,

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such Sum not exceeding Four thousand Pounds, as therein is mentioned; it was by the Act now in recital enacted that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivor or Survivors of them, or other the Trustees or Trustee for the Time being of the said Will, to excavate or cause to be excavated, either alone or in conjunction with the said *Hartlepool Dock Company*, such Part or Parts of the said Piece of Land called the *Slake* as it should be necessary or expedient to excavate, as well for the Purpose of carrying into effect the Agreement in that Behalf so entered into by the said *William Harry* late Duke of *Cleveland* as aforesaid as to render the Excavation complete and beneficial; and that it was thereby also enacted that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the Will aforesaid, to levy and raise by way of Mortgage as therein is mentioned of all or any Part of the Hereditaments comprised in the Schedule to the Act now in recital such Sum or Sums of Money not exceeding in the whole the Sum of Four thousand Pounds as the said Court of Chancery should, on Petition to be preferred as aforesaid, order as necessary for defraying the Costs and Expenses of making and completing such Excavation and Works as aforesaid, after the Sums so to be provided by the Executors of the said late Duke of *Cleveland* and the said *Hartlepool Dock Company* should have been expended thereon or paid to the said Trustees or Trustee for that Purpose; but that it was by the Act now in recital provided that the said Trustees or Trustee for the Time being should out of the yearly Rents and Profits arising out of the said Hereditaments comprised in the said Schedule thereto in the first place pay all Interest which should from Time to Time become due in respect of such Sum or Sums of Money so to be raised as aforesaid, and in the next place should, out of the Rents and Profits aforesaid, yearly and every Year, until the whole of the Monies so to be raised as aforesaid should be paid off, pay off One Twentieth Part of the Sum or Sums of Money so to be raised as aforesaid, until the whole thereof shall be discharged: And whereas by an Act passed in the Session of Parliament held in the Twelfth and Thirteenth Years of the Reign of Her present Majesty, c. 16., and intituled *An Act to enable the Trustees of the Will of the late Duke of Cleveland to raise certain Monies on the Trust Estates in the County of Durham by the said Will devised, and for the Management of the said Estates*, after reciting (among other things) that since the passing of the said secondly-recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty the said *Frederick Acclom Milbank* had had an eldest Son *William Harry Vane Milbank*, who was then of the Age of Six Months

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Months or thereabouts, and that no Monies had then been raised by virtue of the Powers for raising a Sum not exceeding Four thousand Pounds for the proposed Excavation of the *Slake*, in the said Act of the Ninth and Tenth Years of the Reign of Her present Majesty contained; and reciting that such proposed Excavation would be a Work of a permanent Nature, and more likely to be greatly beneficial at a distant Time to the future Owners of the said *Hart, Hardwick, and Hartlepool* Estates, than to the said *Frederick Acclom Milbank*, the then and the present Tenant for Life thereof, but that, owing to the Provision in the said last-mentioned Act contained, requiring the Principal of all Monies raised for such Excavation as aforesaid to be paid off by Instalments within Twenty Years, it was probable that the said *Frederick Acclom Milbank* (he being then of the Age of Twenty-nine Years or thereabouts) would in fact pay off the whole or the greater Part of such Principal Monies, as well as all the Interest for the same, and that it was therefore just and reasonable that such last-mentioned Provision should be repealed; it was by the Act now in recital enacted (among other things) that it should be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry* late Duke of *Cleveland*, to levy and raise by way of Mortgage of all or any Part of the Hereditaments comprised in the Schedule to the said secondly herein-before recited Act the Sum of One thousand one hundred and twenty-nine Pounds Four Shillings and Fivepence, being the Amount of the Costs and Expenses incurred as therein mentioned, and also such other Sum or Sums of Money as the High Court of Chancery, on Petition to be presented in a summary Way, should authorize to be raised as and for the Costs, Charges, and Expenses of carrying the Agreement therein mentioned to have been entered into with the *Hartlepool Gas and Water Company* into effect, and also the Costs, Charges, and Expenses of procuring the Act now in recital, and preparatory and incidental thereto, together with all the Costs, Charges, and Expenses of or incidental to the levying and raising the Monies thereby authorized to be raised, and every Part thereof, and from Time to Time of paying off the same if called in, and of effecting any new or other Security instead thereof, and to pay and apply such Sum or Sums of Money so to be raised accordingly; and that it was thereby enacted that it should be lawful for the said Trustees or Trustee for the Time being of the said Will, as they or he might think fit, but with the Consent of the said Court of Chancery to be obtained on Petition in a summary Way as aforesaid, to modify, add to, or alter the said Agreement for the Excavation of the said Tidal Lands called the *Slake* so entered into with the said *Hartlepool Dock and Railway Company* by the said *William Harry* late Duke of *Cleveland* during his

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his Life as aforesaid, or any Part thereof, or altogether to rescind and make void the said Agreement or any Part thereof, and to enter into a new Agreement for the same or the like Purposes, and also to enter into any Compromise or Agreement relating to the said Contract or to the Performance thereof, or any Modification thereof, with the Executors of the said *William Harry* late Duke of *Cleveland*, or with the Persons for the Time being beneficially entitled to his Residuary Personal Estate; and it was by the Act now in recital provided that it should be lawful for the said Trustees or Trustee for the Time being of the said Will, by the Ways and Means aforesaid, but with the Consent of the said Court of Chancery, to be obtained as aforesaid, to levy and raise all Costs and Expenses to be by them or him incurred, or which they or he might incur or become liable to pay, either in enforcing or attempting to enforce the Performance of the said Agreement, or in or about any such Modification or Alteration of the said Agreement, or the rescinding of the same, and the making of any new Agreement as aforesaid, and in or about all Matters preliminary or in anywise relating thereto, together with all the Costs of raising such Costs and Expenses, in the same Manner as was therein-before provided with respect to the other Monies thereby authorized to be raised; and it was by the Act now in recital enacted, that so much of the said Act of the Ninth and Tenth Years of the Reign of Her present Majesty as enacted that the Trustees or Trustee for the Time being of the said Will of the said late Duke of *Cleveland* should, out of the yearly Rents and Profits of the Hereditaments comprised in the Schedule thereto or any Part thereof, in the first place pay all Interest which from Time to Time should become due in respect of any Sum or Sums of Money to be raised for the Excavation of the *Slake* aforesaid, by virtue of the Powers in that Behalf therein contained, or so much thereof as for the Time being should remain due, and in the next place should by and out of the Rents and Profits last aforesaid, yearly and every Year, until the whole of the Monies so to be raised should be paid off, pay off One Twentieth Part of the Sum or Sums of Money so to be raised as aforesaid, until the whole thereof should be discharged, should be and the same was thereby repealed; and it was thereby enacted that it should be lawful for the said Court of Chancery, upon Petition, to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court should think expedient, just, and reasonable, for allowing, taxing, and settling all Costs, Charges, and Expenses which should be from Time to Time incurred by the said Trustees in the Exercise of any of the Powers therein-before contained, and making the several Applications to the Court thereby directed or authorized to be made: And whereas by an Indenture bearing Date on or about the Twenty-second Day of *December* One thousand eight hundred and forty-nine, and made or expressed to be

Indenture
dated 22d
December
1849.

[*Private.*]

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made

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made between the said *Henry Lord Brougham and Vaux, Thomas Metcalfe*, and *Gerard Blisson Wharton* of the First Part, the said *Frederick Acclom Milbank* of the Second Part, and *John Sutton* Esquire of the Third Part, it is by the now reciting Indenture witnessed that, in pursuance and exercise of the Power in the said last therein-recited Act contained, the said *Henry Lord Brougham and Vaux, Thomas Metcalfe*, and *Gerard Blisson Wharton*, by the now reciting Deed, attested as by the said Act was required, granted and demised unto the said *John Sutton*, his Executors, Administrators, and Assigns, all and singular the Lands and Hereditaments described and comprised in the Schedule thereunder written or thereto annexed (being Part of the Lands and Hereditaments comprised in the said Schedule to the said secondly herein-before mentioned Act), to hold the same, with the Appurtenances, unto the said *John Sutton*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence from the Day next before the Day of the Date of the now-stating Indenture, subject nevertheless to the Proviso for Cesser of the Term therein contained on Payment by the said *Henry Lord Brougham and Vaux, Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, or their or his Heirs or Assigns, or the said *Frederick Acclom Milbank*, or the Person or Persons for the Time being entitled to the said Hereditaments and Premises, or the Rents, Issues, and Profits thereof, by virtue of the said Will of the said *William Harry* late Duke of *Cleveland*, to the said *John Sutton*, his Executors, Administrators, or Assigns, of the Sum of One thousand eight hundred and sixty-nine Pounds Four Shillings and Threepence, being the Amount of such Costs, Charges, and Expenses as the said Trustees were authorized to charge and raise, as therein mentioned, with Interest for the same after the Rate aforesaid, on the Day or Time therein mentioned and appointed for the Payment of the same: And whereas since the passing of the said Act of the Twelfth and Thirteenth Years of the Reign of Her present Majesty, the said *Frederick Acclom Milbank* hath had another Son, *viz.*, *Powlett Charles John Milbank*, who is now living, and of the Age of Twelve Months or thereabouts: And whereas the said *Henry John Milbank* and *Mark William Vane Milbank* have both been married, but neither of them hath any Male Issue: And whereas the said *Augustus Sussex Milbank* and *Augustus William Henry Meyrick* have neither of them ever been married: And whereas the said *Lady Augusta Henrietta Milbank* hath not nor hath she ever had any other Sons by her said Husband than the said *Mark William Vane Milbank, Frederick Acclom Milbank, Henry John Milbank*, and *Augustus Sussex Milbank*: And whereas the said *Lady Laura Meyrick* hath not nor hath she ever had any other Son by her said Husband than the said *Augustus William Henry Meyrick*: And whereas the said *Lady Arabella Arden*, now *Lady Awanley*, hath

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hath not nor has she ever had any Issue Male by her said Husband: And whereas by an Indenture bearing Date the Twenty-third Day of *March* One thousand eight hundred and fifty-three, and made between the said *Henry* Lord (therein called Baron) *Brougham and Vaux* and *Gerard Blisson Wharton* of the First Part, and *Henry William Woodhouse* of the Second Part, after reciting (among other things) the Will of the said *William Harry* late Duke of *Cleveland*, and that in the said Will was contained a Power in case the said Testator's Trustees for the Time being of that his Will should die, or be unwilling or become unable to act, then and in any of the said Cases, and so often as the same should happen he empowered the surviving or continuing Trustee by any Writing to nominate a new Trustee or new Trustees for the Purpose of filling such Vacancy or Vacancies; and upon every such new Trustee or Trustees being so appointed, the Testator directed that all the Trust Estates, Monies, and Premises should be conveyed, transferred, and assured so as to vest in such new Trustee or new Trustees jointly with the surviving or continuing Trustee or Trustees, or in such new Trustee or Trustees solely, as the Case might be, as fully and effectually, to all Intents and Purposes, as if such new Trustee or new Trustees had been originally appointed; and after reciting that the said *Thomas Metcalfe* had by reason of Unsoundness of Mind become unable to act as such Trustee as aforesaid, and that the said *Henry* Baron *Brougham and Vaux* and *Gerard Blisson Wharton*, as the continuing Trustees of the said Will, were desirous, in pursuance of the said Power in that Behalf in the said Will contained, of nominating the said *Henry William Woodhouse* to be a Trustee in the Place of the said *Thomas Metcalfe*, and that the said *Henry William Woodhouse* had agreed to act as such Trustee, as he did thereby admit; it is witnessed that, for effectuating the said Desire, and pursuant to and by force and virtue and in exercise and execution of the Power or Authority by the said Will for that Purpose given to the said *Henry* Baron *Brougham and Vaux* and *Gerard Blisson Wharton*, as the continuing Trustees of the said Will, and of all and every other Power or Authority in anywise enabling them in that Behalf, they the said *Henry* Baron *Brougham and Vaux* and *Gerard Blisson Wharton* did by the now-stating Indenture nominate the said *Henry William Woodhouse* to be a Trustee of the said Will and Codicil of the said *William Harry* Duke of *Cleveland* in the Place of the said *Thomas Metcalfe*, who had become unable to act as aforesaid: And whereas by an Indenture bearing Date the Thirteenth Day of *June* One thousand eight hundred and fifty-three, and made between the said *Henry* Lord *Brougham and Vaux* and *Gerard Blisson Wharton* of the First Part, *Matthew Ford* of *Lincoln's Inn Fields* in the County of *Middlesex*, Gentleman, of the Second Part, the said *Henry* Lord *Brougham and Vaux*, *Gerard Blisson Wharton*, and *Henry William Woodhouse* of the Third Part,

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Part, and *Christopher White* of *Lincoln's Inn Fields* aforesaid, Gentleman, of the Fourth Part, reciting (among other things) that by an Order of the High Court of Chancery sitting in Lunacy, made in the Matter of "The Trustee Act, 1850," and "In the Matter of *Thomas Metcalfe*, a Person of unsound Mind, but not found so by Inquisition," and in the Matter of the Trusts of the Will of the said late Duke of *Cleveland*, on the Petition of the said *Henry Lord Brougham and Vaux* and *Gerard Blisson Wharton*, the Lords Justices sitting for the Lord Chancellor did thereby appoint and direct the said *Matthew Ford* to convey and to join and concur with all necessary Parties in conveying, in the Place of the said *Thomas Metcalfe*, being of unsound Mind, any Lands vested in the Petitioner *Henry Lord Brougham and Vaux*, *Thomas Metcalfe*, and the Petitioner *Gerard Blisson Wharton*, upon the Trusts of the Will and Codicil of the said *William Harry Duke of Cleveland* deceased, to or so as that the same might be vested in the Petitioner *Henry Lord Brougham and Vaux* and the Petitioner *Gerard Blisson Wharton* and the said *Henry William Woodhouse*, as the Trustees of the said Will and Codicil of the said Testator *William Harry Duke of Cleveland*; and reciting that the said *Matthew Ford* had, at the Request of the said *Henry Lord Brougham and Vaux* and *Gerard Blisson Wharton*, agreed to join with them in the Execution of the now-reciting Indenture, for the Purpose of conveying the legal Estate of Inheritance in Fee Simple of and in all the said Real Estates comprised in and devised by the said Will of the said *William Harry* late Duke of *Cleveland* deceased to the said *Henry Lord Brougham and Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, their Heirs and Assigns for ever, upon trust as aforesaid; it is by the now-reciting Indenture witnessed, that in pursuance of the said Agreement, and in consideration of the Premises, the said *Matthew Ford*, in pursuance of the said Order of the High Court of Chancery in that Behalf, under the Authority of the Act therein mentioned or referred to, and at the Request and by the Direction of the said *Henry Lord Brougham and Vaux* and *Gerard Blisson Wharton* (testified by their Execution thereof) did, and the said *Henry Lord Brougham and Vaux* and *Gerard Blisson Wharton* did, thereby grant and convey unto the said *Christopher White* and his Heirs all and singular the Manors, Messuages, Farms, Lands, Tenements, Advowsons, and all other the Freehold Hereditaments whatsoever in and by the said Will of the said late Duke of *Cleveland* devised to his said Trustees as aforesaid, or which by reason of the Trusts of the said Will or otherwise, under and by virtue of any Exchange or otherwise by virtue of the said Will of the said late Duke of *Cleveland*, then vested in the said *Henry Lord Brougham and Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or any of them, with their and every of their Rights, Members, and Appurtenances, to hold the same unto the said *Christopher*
White,

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White and his Heirs, to the Use of the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, and their Heirs for ever, upon the several Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations respectively in and by the said Will of the said *William Harry* late Duke of *Cleveland* expressed, declared, and contained of and concerning the same Hereditaments and Premises respectively, so far as the same then remained unperformed, subject nevertheless to all Grants, Charges, Leases, and Agreements theretofore made and executed by the Trustees of the said Will of the said Duke of *Cleveland*, in pursuance of the said Will and Codicil, or any Act or Acts of Parliament them thereunto authorizing, or in anywise howsoever: And whereas no Monies have as yet been raised by virtue of the Powers in the said secondly herein-before recited Act contained for raising a Sum not exceeding Four thousand Pounds for the proposed Excavation of the *Slake*: And whereas since the passing of the said last-recited Act of Parliament a Suit was instituted in the High Court of Chancery between the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton, and Elizabeth Duchess Dowager of Cleveland, Lord Harry George Vane, the said Frederick Acclom Milbank, and the said William Harry Vane Milbank*, for the Purpose of ascertaining whether the Contract or Agreement between the said *William Harry* late Duke of *Cleveland* and the said *Hartlepool Dock and Railway Company* could be enforced; and by the Report of the Master to whom the said Cause was referred, which was afterwards duly confirmed, he found that there was no Contract capable of being enforced against the said Company, but no Costs relating to the said Suit, or the Matters preliminary or in anywise relating thereto, have been paid by the said Trustees, inasmuch as all the Costs incurred by the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, in and about the last mentioned Suit and incident thereto, were by the voluntary Agreement of the Residuary Legatees of the said late Duke paid by them, so that it will not be necessary to resort to the Power conferred by the said last-recited Act for raising such Costs by Mortgage of the said Estates, but only the Costs and Expenses authorized to be raised by the same Act in reference to the Agreement therein referred to: And whereas, notwithstanding there was no Contract between the said *William Harry* late Duke of *Cleveland* and the said *Hartlepool Dock and Railway Company* for the Excavation of Part of the said *Slake*, it is nevertheless advisable that the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, or other the Trustees or Trustee for the Time being of the Will of the said *William Harry* late Duke of *Cleveland*, should have Power to raise, by Mortgage of all or any Part of the said Estates comprised in the Schedule to the said Act of the Ninth and Tenth Years of the Reign of

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Her present Majesty, the Sum of Four thousand Pounds, for the Purpose of excavating or joining in excavating any Part of the said *Slake*; and inasmuch as the Money to be expended for such Excavation will not yield any direct Increase of Income to the said *Frederick Acclom Milbank* as such Tenant for Life as aforesaid, it is but just and reasonable that such Sum of Four thousand Pounds should be charged on the Inheritance of the said devised Estates, without any Provision whereby the same Sum of Four thousand Pounds may become ultimately extinguished: And whereas it would be advantageous to the said *Frederick Acclom Milbank* and other the Persons beneficially interested or to become so interested in the said Estates so devised as aforesaid by the said Will of the said *William Harry* late Duke of *Cleveland* if the Power of leasing in the said firstly and secondly herein-before recited Acts contained were extended to the granting of Leases for Terms not exceeding Two hundred Years in possession of any Part of the Estates, for the Purpose of Villa Sites, provided that the Land destined for any One such Site does not exceed Ten Acres, and it is doubtful whether the Power of leasing contained in the said first and second mentioned Acts applies to the last-mentioned Purpose: And whereas it would be very beneficial to the said-devised Estates if, on the granting of Leases in pursuance of the Powers in the said First and Second mentioned Acts contained of any Part of the said Estates for Building Purposes, the Trustees or Trustee for the Time being of the said Will of the said *William Harry* Duke of *Cleveland* were empowered to dispense with such Covenant to insure against Loss by Fire the Buildings to be erected on the Land comprised in such Leases, which by the said first and secondly recited Acts is required to be contained in such Lease, on the Part of the Lessee or Lessees, in Cases where from the Nature of such Buildings they are not usually, according to the Practice of Insurance Offices, the Subject of Insurance from Loss by Fire: And whereas it would also be very beneficial to the said devised Estates if the Power of Exchange in the said first and secondly herein-before recited Acts contained were extended, inasmuch as from the Nature of the said Estates Parts thereof may be advantageously exchanged in manner herein-after provided: And whereas the said Estates so devised as aforesaid by the said Will of the said *William Harry* Duke of *Cleveland* are greatly improveable by Buildings and Works of a public or private Nature, more especially that Part of the said Estates immediately contiguous to the Town of *Hartlepool*, and the Docks and Works of the *Hartlepool Dock and Railway Company*, and the Docks and Works of the *West Harbour Company*, and the same Estates so situated as aforesaid present peculiar Facilities for the Promotion of Trade, by the Erection of Graving-Docks, Slip Ways, and other Works connected with Navigation, and for the due and prudent Administration of such Estates;

especially

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especially as regards the future Benefit of the Inheritance thereof, it is expedient from Time to Time to lay out Monies for such Purposes, and for such other Purposes generally as the Trustees or Trustee for the Time being of the said Will of the said *William Harry* late Duke of *Cleveland*, in their or his Discretion, may, with the Sanction of the said Court of Chancery, think beneficial for the said Estates; and inasmuch as such Works will have a prospective Benefit, and are not such as the Tenant for Life of the said Estates could be called on to perform, it is but just and reasonable that any Sums of Money so incurred should be made a Charge upon the Inheritance of the said Estates in manner herein-after mentioned: And whereas the said *Frederick Acclom Milbank* has so incumbered his Life Interest in such Estates so devised as aforesaid as to render it impossible to provide a Sinking Fund to extinguish the Money to be raised and charged upon the said Estates, until a Profit shall have been realised from such Expenditure; and it is therefore necessary and reasonable that such qualified Provisions should be made with respect to the final Extinguishment of such Monies as a Charge upon the said devised Estates as are herein-after contained: And whereas the said *Frederick Acclom Milbank* has expended a Sum of Nine hundred and forty-five Pounds Ten Shillings and Threepence on the said Estates, which said Sum has been laid out and employed in the Erection of a new Embankment on the West Side of the said *Slake*, as required by the Admiralty, and in making a Common Sewer to drain the Building Ground, pursuant to the said first-recited Act, already laid out by the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, and such Works were undertaken and executed and such Expenditure made with the Sanction of the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, and on their Conviction that the same were beneficial and necessary, and such Works were undertaken by the said *Frederick Acclom Milbank* in anticipation of his being enabled to obtain the Authority of Parliament to charge the said Sum on the Inheritance of the said Estates, such Works being in the Nature of permanent Improvements and not such as a Party having a mere Life Interest therein could be called on to execute at his sole Cost; and therefore it is just and right that the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, by the Direction of the said *Frederick Acclom Milbank*, his Executors or Administrators, should have the Power of raising the Sum of Nine hundred and forty-five Pounds Ten Shillings and Threepence, and the Costs of raising such Sum, by a Charge on the said Hereditaments so as aforesaid devised by the Will of the said *William Harry* late Duke of *Cleveland* as aforesaid; and inasmuch as the Monies to be so raised are not likely to yield any direct Benefit to the said *Frederick Acclom Milbank* as such Tenant for
Life

Duke of Cleveland's Harte Estate Act, 1853.

Life as aforesaid, it is but just and reasonable that no Provision should be made for the gradual Repayment of such Monies: And whereas it would be for the Benefit of the said Estates if the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry* late Duke of *Cleveland*, were authorized to enter into such References to Arbitration as after mentioned: And whereas it is the Custom in the County of *Durham* in all Mining Leases to insert a Clause or Clauses to the Effect that if the Lessee or Lessees therein named should not in any Year or Years work the Number of Tens of Coals stipulated to be raised for the dead Rent thereby reserved, then that such Lessee or Lessees should have Power in any subsequent Year or Years of the Term comprised in such Lease to make up the Shortworkings by Overworkings, so as to raise the Quantity of Tens of Coal to meet the Amount of dead Rent reserved; and Doubts have been entertained whether, under the Power to grant Mining Leases, and to enter into Contracts for Mining Leases, created by the said Act of the Fifth and Sixth and Ninth and Tenth Years of the Reign of Her present Majesty, the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, as such Trustees, have Power to grant such Leases, or to enter into such Contracts with Clauses of the Nature in question, and it is advisable that in any Mining Lease or Contract for Mining Leases there should be inserted Clauses for such Purpose as herein-after mentioned: And whereas it is advisable that such other Powers for the due Management of the said Estates so devised as aforesaid should be granted as are hereafter mentioned: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, as such Trustees as aforesaid, and also the said *Frederick Acclom Milbank*, as well on his own Behalf as on behalf of his said infant Sons the said *William Harry Vane Milbank* and the said *Powlett Charles John Milbank*, 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:

Construc-
tion of Act
as to "Trus-
tees."

I. That in construing this Act the Words "Trustees or Trustee" shall include the said *Henry Lord Brougham and Vaux, Gerard Blisson Wharton, and Henry William Woodhouse*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the Will of the said *William Harry* late Duke of *Cleveland*.

Clauses as to
Shortwork-

II. It shall be lawful for the said Trustees or Trustee, in any Lease or Agreement for a Lease to be granted or entered into by the said Trustees

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Trustees or Trustee of any Mines or Minerals under the said Estates authorized to be granted or entered into by the said recited Acts of the Fifth and Sixth and Ninth and Tenth Years of the Reign of Her present Majesty, to insert such Clauses or Agreements with respect to making up Shortworkings, and such Provisions and Restrictions with respect to the same, as in the Opinion of the said Trustees or Trustee shall be proper and usual, and which shall be according to the Custom of Mining Leases in the said County of *Durham*, and every such Leases or Agreements shall be binding on all the Persons successively becoming entitled to the Property so to be leased or agreed to be leased.

ings may be inserted in Mining Leases.

III. It shall be lawful for the said Trustees or Trustee, during the Subsistence of the Trusts created by the said Will of the said *William Harry* late Duke of *Cleveland*, nevertheless with such Consent as herein-after mentioned, from Time to Time to demise or lease or enter into any Contract for a Lease or Leases of any of the Lands and Hereditaments comprised in the said Schedule to the said recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty annexed, for the Purposes of Villa Sites, for any Term of Years not exceeding Two hundred Years in possession, in all respects and in such Manner as in the said last-mentioned Act is provided with regard to the Building Leases for any Term of Years not exceeding the Term of Two hundred Years in possession thereby authorized to be granted: Provided always, that the Land to be comprised in any One such Villa Site as aforesaid shall in no Case exceed in Extent Ten Acres, and such Villas shall be Dwelling Houses of a superior Class, with suitable Outbuildings and Appurtenances thereto; and in every Contract to be entered into by the said Trustees or Trustee, and in every Lease to be granted by them or him in pursuance of the Powers last aforesaid, there shall be contained Covenants or a Covenant on the Part of the Lessees or Lessee to be named in such Contracts or Leases to expend on the Erection of every such Villa and the Offices thereto belonging as aforesaid the Sum of Seven hundred and fifty Pounds at the least.

Lands may be leased for Villa Sites.

IV. It shall be lawful for the said Trustees or Trustee, on the granting of any Lease or Leases in pursuance of the Powers in the said first and secondly herein-before recited Acts contained for Building Purposes, at their or his Discretion to dispense with the Covenant to insure against Loss or Damage by Fire the Buildings to be erected and built on the Land to be comprised in any such Leases to be granted as last aforesaid, when such Buildings are of a Description which are not usually, according to the Practice of Insurance Offices, the Subject of Insurance from Loss by Fire.

Covenant to Insure may in certain Cases be dispensed with.

[*Private.*]

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V. It

Duke of Cleveland's Harte Estate Act, 1853.

Trustees
may reserve
and accept
Rights;

and may
exchange
any Part of
the Estates
for straight-
ening
Bounda-
ries, &c.

V. It shall be lawful for the said Trustees or Trustee, in exercise of the Powers of Sale or Exchange under the said recited Acts or any of them, or of Exchange under this Act, to reserve any Rights, Mines, or Privileges out of any Hereditaments sold or exchanged, or to take any Hereditaments under any such Sale or Exchange, subject to any such Reservation of Mines, Minerals, or otherwise as aforesaid; and further it shall be lawful for the said Trustees or Trustee to exchange any Part of the Estates so devised as aforesaid for the Purpose of straightening or better defining or simplifying the Boundaries of any Part thereof, and to grant or accept Rights of Way or Rights of Water or Watercourses over or in respect of the said Hereditaments so devised or any Part thereof, and to grant or receive any Rights or Easements in respect of the said Hereditaments or any Part thereof, and which in the Opinion of the said Trustees or Trustee, and the Owners or Owner of any Property adjoining the said Hereditaments, may be considered beneficial for the said Hereditaments, and any adjoining Property, or otherwise; and that any Money which shall be received by the said Trustees or Trustee in the Exercise of this Power shall be dealt with as provided by the said recited Acts with respect to Monies arising from any Sale or Exchange made in pursuance of the Powers of the said recited Acts.

Exchange
may be
effected with
William
Grey,
Esquire, not
exceeding
Five Acres.

VI. It shall be lawful for the said Trustees or Trustee, with such Consent as herein-after mentioned, to contract and agree with *William Grey of Crimdon House* in the said County of *Durham*, Esquire, his Heirs or Assigns, for an Exchange of Lands not exceeding Five Acres, in order to carry into effect an Arrangement entered into in the Lifetime of the said *William Harry* late Duke of *Cleveland* and the said *William Grey* on the Formation of the *Hartlepool* Railway, and all and singular the Enactments, Provisions, and Declarations in this and the said recited Acts contained concerning or having Reference to Lands authorized to be exchanged, and the Application of the Monies to be received for Equality of Exchange, and especially the Provisions therein contained as to the Receipts for such Monies, shall apply to the Hereditaments hereby made the Subject of Exchange with the said *William Grey*, his Heirs and Assigns, and the Monies, if any, to be received for Equality of Exchange from the said *William Grey*, his Heirs and Assigns, shall be dealt with as provided by the said recited Acts.

Power to
sell any
Part of
the Estates
for public
Purposes,
reserving a
Ground-
rent.

VII. And whereas Doubts have been entertained whether, under the Provision contained in the said recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty, authorizing the Reservation of a perpetual yearly Rent incident to Land to be sold for Building Purposes, or as Land to be held with any Building to be erected on any Part of the Land sold for Building Purposes,

would

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would extend to any Land to be sold for other than Building Purposes: Be it enacted, That it shall be lawful for the said Trustees or Trustee, with such Consent as herein-after mentioned, to dispose of and convey any Part of the said Lands and Hereditaments comprised in the said Schedule to the said herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty annexed (not exceeding in the whole One hundred Acres), and the Inheritance thereof in Fee Simple, for any public Purposes, at the Discretion of the said Trustees or Trustee, so that the Lands and Hereditaments so disposed of and conveyed may be conveyed subject to a perpetual Rent, to be reserved or granted to the Persons or Person conveying the same in lieu of a gross Sum of Money, and so either that the Rent to be reserved or granted as aforesaid shall be the best and most improved Rent that can or may be then obtained for the same, or that the same may be sold for a certain Rent, and also a certain Sum of Money to be paid as a Premium, if so thought fit, and under and subject to such Covenants, Conditions, and Agreements in all respects as the Persons or Person making such Grants shall think fit; and the Benefit of all such Covenants, Conditions, Provisoes, and Agreements shall at all Times thereafter go and belong to and be held with and as appurtenant to and be enjoyed and exercised by the Persons or Person for the Time being entitled to the Rent and Rents to be reserved in respect of or granted out of the Hereditaments sold; and if in addition to any such Rent or Rents a Fine or Premium be paid on any such Grant, the Fine or Premium shall be applied as if it had arisen under the Power of Sale in the said recited Acts.

If any Fine paid, to be treated as Money arising under Power of Sale.

VIII. It shall be lawful for the said Trustees or Trustee, with such Consent as herein-after mentioned, and with the Sanction of the said Court of Chancery; to be obtained as herein-after directed, to excavate or cause to be excavated, either alone or in conjunction with any other Person or Persons or Bodies Corporate, such Part or Parts of the said Piece of Land called the *Slake* as to the said Trustees or Trustee shall seem fit, and generally to do and execute and to concur in doing and executing all such other Matters and Things as in their or his Discretion shall be deemed necessary or expedient for fully effectuating any such Excavation.

Trustees may excavate Slake with Sanction of Court of Chancery;

IX. It shall be lawful for the said Trustees or Trustee to levy and raise by way of Mortgage, either in Fee or for any Term or Terms of Years, of all or any Part of the Hereditaments comprised in the Schedule to the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty annexed, any Sum or Sums of Money not exceeding in the whole the Sum of Four thousand Pounds for the defraying the Costs of such Excavation, and to pay and

and for that Purpose to raise Money by Mortgage of the Estates.

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and apply such Sum or Sums of Money so to be raised accordingly, and for securing the Repayment thereof, together with Interest for the same at such Rate as the said Trustees or Trustee shall think proper, by Indenture, to be executed by them or him in the Presence of and attested by One or more than One Witness, to convey and assure in Fee Simple, or to demise for any Term of Years, all or any Part of the said Hereditaments comprised in the said Schedule to the said recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty annexed, to any Person or Persons whomsoever, by way of Mortgage, subject nevertheless to any Mortgage or Charge on the said Hereditaments which may be then subsisting.

No more than 4000*l.* to be raised under this or any preceding Act for excavating the Slake.

X. The Power in this present Act contained for the said Trustees or Trustee to raise a Sum not exceeding in the whole the Sum of Four thousand Pounds for the Purpose of excavating or joining in excavating the said *Slake* in manner aforesaid shall be taken to be in lieu of the Power given to the said Trustees or Trustee by the hereinbefore recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty to raise a Sum not exceeding Four thousand Pounds for the Purpose of excavating or causing to be excavated the said *Slake*, either alone or in conjunction with the said *Hartlepool* Dock and Railway Company, or any other Person or Persons or Bodies Corporate, as in the said last-mentioned Act is mentioned, and the Money to be raised for the Purpose of such Excavation as is authorized by this Act shall be raised under the Authority of this Act, and no greater Sum than the Sum of Four thousand Pounds in the whole shall be raised under any Authority whatsoever for the Purpose of such Excavation as aforesaid.

Trustees may mortgage the Estates for 945*l.* 10*s.* 3*d.* for Works required by the Admiralty.

XI. It shall be lawful for the said Trustees or Trustee to levy and raise, by the Ways and Means aforesaid, the said Sum of Nine hundred and forty-five Pounds Ten Shillings and Threepence, being the Amount of the Costs and Expenses incurred by the said *Frederick Acclom Milbank* in the Erection of a new Embankment on the West Side of the said *Slake*, as required by the Admiralty, and in making a Common Sewer to drain the adjoining Building Ground as aforesaid, and also such other Sum or Sums of Money as may have been or may be incurred by the said Trustees or Trustee, or the said *Frederick Acclom Milbank*, for Costs, Charges, and Expenses relating to the said Embankment and Sewer, including Fees due or paid to Surveyors, Engineers, and other Persons, together with all the Costs, Charges, and Expenses of or incidental to the levying and raising the Monies hereby or by any of the said recited Acts authorized to be raised, and every Part thereof, and from Time to Time of paying off the same if called in, and of effecting any new or other Security in lieu thereof,

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thereof, and to pay and apply such Sum or Sums of Money so to be raised accordingly.

XII. It shall be lawful for the said Trustees or Trustee to levy and raise by the Ways and Means aforesaid the Costs of obtaining and passing this Act, or preparatory or incidental thereto; and it shall also be lawful for the said Trustees or Trustee, but with the Consent of the said Court of Chancery, to be applied for as herein-after directed, from Time to Time to levy and raise by the Ways and Means aforesaid any Sum or Sums of Money not exceeding in the whole (inclusive of the Costs of this Act) the Sum of Ten thousand Pounds, for the Purpose of constructing or erecting, or joining in constructing or erecting, or contributing or subscribing towards the constructing or erecting, on any Part of the said Hereditaments comprised in the said Schedule to the said recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty annexed, any Railway Stations, Reservoirs, Waterworks, Docks, Graving Docks, Slipways, Shipbuilding Yards, and other Works generally connected with Shipbuilding and Dock Purposes, and for erecting Ballast Cranes and Machines for raising Ballast out of Vessels, and constructing Railways and Tramroads, for the Removal of Ballast from Vessels and depositing the same on the said Estates, or for conveying Goods and Merchandise to or from Ships, or to and from Manufactories, and for the Purpose of levelling or contracting with any other Person or Persons or Bodies Corporate for the levelling of Sand Hills on the said Estates, so as to convert the same and any other Portion of the said Estates into Land for building and other beneficial Purposes, and for the Purpose of making Sewers, Roads, Streets, or Ways, and all necessary Works belonging thereto, and for the Purpose of purchasing the Pipes and other Materials laid down and used by the said *Hartlepool* Dock and Railway Company for conveying the Water from *Dyke House Springs* on the said Estates to the Works of the said Company at *Hartlepool* aforesaid, and also for all such other Works or Matters connected with the said Estates which the said Court of Chancery may from Time to Time think beneficial to the Freehold and Inheritance of the said Hereditaments comprised in the said Schedule to the said last-mentioned Act annexed, or of any Part thereof, and to expend the Monies so raised accordingly, and so that any such Works so made may be from Time to Time let at Rackrent, if the said Trustees or Trustee may think fit: Provided always, that the said Trustees or Trustee do and shall out of the yearly Rents and Profits arising out of the said Hereditaments comprised in the Schedule to the said Act of the Ninth and Tenth Years of the Reign of Her present Majesty, or any Part thereof, pay all Interest which from Time to Time shall become due and payable in respect

Power to raise 10,000*l.* by Mortgage of the Estates for certain Purposes.

All Monies to be raised under this Power to be extinguished in Twenty Years;

[*Private.*]

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of

Duke of Cleveland's Harte Estate Act, 1853.

but Sinking-Fund not to be commenced for Ten Years.

of such Sum or Sums of Money so to be raised under the present Power, or so much thereof as shall for the Time being remain unpaid, and, subject as aforesaid, do and shall, by and out of the Rents and Profits aforesaid, yearly and every Year, until the whole of the Monies, inclusive of the Costs of this Act, so to be raised as aforesaid, shall be paid off, pay off One Twentieth Part of the Sum or Sums of Money so to be raised as aforesaid, until the whole thereof shall be discharged: Provided always, that this Provision shall not take effect until the Expiration of Ten Years from the Time or respective Times when any Sum or Sums of Money shall or may be raised under this present Power.

Trustees Receipts; good Discharges.

XIII. The Receipt or Receipts in Writing of the said Trustees or Trustee for any Monies to be raised by them or him, or otherwise payable to them or him, under or by virtue of the Powers in this Act contained, shall be a good and sufficient Discharge and good and sufficient Discharges to the Person or Persons paying the same, for all Monies therein expressed to be received, and such Person or Persons shall not be bound to see to the Application, or be in anywise answerable for the Misapplication or Non-application of the same, nor be bound to inquire whether more than the Amount authorized to be raised has been raised.

Tenant for Life to keep down Interest.

XIV. The Interest of all Monies hereby authorized to be raised by Mortgage shall be paid and kept down by the Person or Persons for the Time being beneficially entitled to the Rents and Profits of the Lands and Hereditaments comprised in any such Mortgage, and shall accordingly be paid out of such Rents and Profits.

Not more than One Year's Arrear of Interest to be recovered by Mortgagee against mortgaged Estates after Death of Tenant for Life.

XV. After the Decease of any Person who shall be entitled under the said Will or Codicil to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act for the Life only of such Person, and after the Decease of any Person who shall be so entitled in Tail Male or in Tail, and who shall die under the Age of Twenty-one Years, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover as against the Hereditaments comprised in such Mortgage more than One Year's Arrears of Interest which may have accrued before such Decease, in respect of any Principal Sum secured by such Mortgage.

Heirs, Executors, or Administrators of Tenant for Life to pay

XVI. Provided always, That upon the Decease of any Person who shall be entitled as aforesaid to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act for the Life only of such Person, and after the Decease of any Person who shall be so entitled as Tenant in

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in Tail Male or in Tail, and who shall die under the Age of Twenty-one Years, the Heirs, Executors, or Administrators of the Tenant for Life or Tenant in Tail Male or in Tail who shall so die shall pay so much of the accruing Interest upon the Money secured by any such Mortgage, and not actually paid at the Time of the Decease of such Tenant for Life, in Tail Male, or in Tail, as shall be in proportion to the Time which such Person shall have lived of the then current Half Year; and in every Mortgage to be made in pursuance of the Powers in this Act contained a Power of Distress and Entry for the Recovery of the Interest of the Principal Monies so to be secured may be granted to the Mortgagee or Mortgagees.

proportion
of current
Half Year's
Interest.

XVII. It shall be lawful for the said Court of Chancery, upon Petition, to be preferred as herein-after mentioned, from Time to Time to make such Orders as the said Court shall think expedient, just, and reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses which shall be from Time to Time incurred by the said Trustees or Trustee in the Exercise of any of the Powers herein-before contained, and in making the several Applications to the said Court of Chancery hereby directed or authorized to be made.

Court of
Chancery to
make Orders
as to Taxa-
tion of
Costs, &c.

XVIII. It shall be lawful for the said Court of Chancery, upon Petition to be preferred as herein-after mentioned by the said Trustees or Trustee, from Time to Time to direct, if it should so think fit, that any Costs, Charges, or Expenses of every Description which shall be from Time to Time incurred by them or him in executing the Powers and Provisions of this Act and the said recited Acts of the Fifth and Sixth, Ninth and Tenth, and Twelfth and Thirteenth Years of the Reign of Her present Majesty, and in making Applications to the said Court of Chancery in pursuance thereof, shall be raised and paid by a Mortgage of the said Estates or some Part thereof, to be made by the said Trustees or Trustee, and then and in that Case all the Powers contained in this Act with reference to the raising of any Sum or Sums of Money hereby authorized to be raised by Mortgage as aforesaid shall be held to apply to any Sum or Sums of Money which the said Court of Chancery shall so direct to be raised as aforesaid, other than the Provision herein contained respecting the Extinguishment of the said Sum of Ten thousand Pounds.

Court of
Chancery
may direct
other Costs
to be
charged on
the Estates.

XIX. In case any Differences shall arise at any Time or Times hereafter during the Subsistence of the Trusts of the said Will of the said *William Harry* late Duke of *Cleveland*, with regard to the Administration of the said Estates by his said Will so as aforesaid devised, or otherwise as regards any Interest or the Claim or Claims of any Person or Persons or Bodies Corporate claiming any Part or Parts of the said Estates, or any Right or Rights thereto, and specially with regard

Trustees
may refer to
Arbitration
with Sanc-
tion of Court
of Chancery

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regard to any Sale or Exchange or any Contract for the Sale or Exchange of any Part of the said Estates, under the Authority of this or the said recited Acts, for the better Preservation and Definition of the Boundaries thereof in manner aforesaid, or any other Matter or Thing whatsoever regarding the Preservation and Definition of such Boundaries, or in anywise relating thereto, it shall be lawful for the said Trustees or Trustee, with the Sanction of the Court of Chancery, to be obtained as herein-after directed, and with the Consent of the Person or Persons or Bodies Corporate with whom such Difference or Differences shall arise, to refer the Matter or Matters in dispute to Arbitration, in such Manner as the said Court of Chancery shall direct; and the said Trustees or Trustee, and the Person or Persons or Bodies Corporate with whom such Difference or Differences shall arise, shall be conclusively bound by the Award or Awards to be made in pursuance of such Reference or References to Arbitration; and the said Trustees or Trustee shall carry into effect such Award or Awards in all respects as the said Court of Chancery shall, either on the original Order or on any subsequent Order, made on the Application of the said Trustees or Trustee, direct: Provided always, that nothing in this Act contained shall in anywise prejudice or affect the Powers which the said Trustees or Trustee already have by virtue of the said recited Acts or any of them to make such References to Arbitration as therein mentioned.

not to affect
any existing
Powers of
Reference.

Trustees
may accept
Leases of
Easements,
&c.

XX. It shall be lawful for the Trustees or Trustee, at any Time or Times hereafter, during the Subsistence of the Trusts of the said Will, nevertheless with such Consent as herein-after mentioned, to accept from any other Person or Persons or Bodies Corporate Leases of Easements, Privileges, Waterleaves, or Wayleaves, through or over any Lands or Hereditaments adjoining or adjacent to the said Estates, upon such Terms and Conditions in all respects as shall by the said Trustees or Trustee be thought advisable, in furtherance of any of the Objects authorized or contemplated by this or the said recited Acts or any of them, and such Leases (if any) shall be held by the said Trustees or Trustee upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as are in and by the said Will of the said *William Harry* late Duke of *Cleveland* and this Act and the said several herein-before recited Acts contained and declared of and concerning the said Lands and Hereditaments comprised in the said Schedule to the herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty, yet so that the Easements, Privileges, Waterleaves, and Wayleaves comprised in any such Lease as aforesaid shall not vest absolutely in any Person, being a Tenant in Tail Male by Purchase of the said Estates under the Trusts of the said Will of the said *William Harry* late Duke of *Cleveland*, who shall die under the Age of
Twenty-one

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Twenty-one Years without leaving Issue Male, but on the Decease of any such Tenant in Tail Male as aforesaid shall go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance, and had been devised and settled accordingly.

XXI. The said Trustees or Trustee shall, by and out of the Rents and Profits of the said Estates, pay the Rents and perform the Covenants in and by any such Leases as last aforesaid reserved and contained, and shall stand and be indemnified, out of the Rents and Profits of the said Hereditaments so as aforesaid devised, against all Costs, Expenses, and Damages (if any) incurred by the said Trustees or Trustee, or any of them, by reason of entering into any Covenants in any such Leases as last aforesaid.

and pay Rents and perform Covenants; and be indemnified therefrom and against Costs, &c.

XXII. It shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as herein-after directed, to make such Orders as the said Court shall think just or reasonable for allowing and settling the Accounts of the said Trustees or Trustee in relation to the Application and Appropriation of any Sum or Sums of Money which may have been raised or received by them under the Powers of this Act and the said recited Acts; and such Accounts, when so allowed and settled, shall be binding and conclusive, and shall not be called in question by any Person or Persons whomsoever.

Court of Chancery may make Orders for Settling Accounts of Trustees.

XXIII. Any Mortgage hereafter to be made in pursuance of the Powers in this Act or the said recited Acts contained shall not have any Priority over such Incumbrances as shall at the Time of the passing of this Act be existing, and a Charge upon the Life Estate of the said *Frederick Acclom Milbank* in the said Estates, but shall be postponed thereto, and every Mortgage or other Incumbrance hereafter created by the said *Frederick Acclom Milbank* on such Life Estate shall be postponed to any Mortgage to be made in pursuance of the Powers in this Act or the said recited Act contained; and all Charges and Incumbrances to be made under the Provisions of this or the said recited Acts shall be subject to any Charges or Incumbrances already made under the Provisions of the Act 9 & 10 *Victoria*, Chapter 101.

Priority of Incumbrances.

XXIV. The said Trustees or Trustee and every of them, and their respective Heirs, Executors, and Administrators, shall be charged and chargeable respectively for such Monies only as they shall respectively actually receive by virtue of the Trusts, Powers, and Provisions of this Act contained, notwithstanding they or any of them shall give or sign, or join in giving and signing, any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and it

Trustees Accountability.

[Private.]

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shall

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shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act or the said recited Acts or any of them, to retain to and reimburse themselves respectively, and also to allow to their Co-trustees or Co-trustee, all Costs, Damages, and Expenses which they or any of them may or shall suffer or be put unto in or about or in relation to the Execution of the Trusts and Provisions in this Act declared and contained.

Construc-
tion as to
"Consent"
for exercis-
ing Powers;

XXV. On the Exercise of any of the Powers or Authorities by this Act given to the said Trustees or Trustee, where such Powers or Authorities are herein-before directed to be exercised "with such Consent as herein-after mentioned," such Consent shall be the Consent in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Decease of the Person who for the Time being shall under the Trusts of the said Will of the said *William Harry* late Duke of *Cleveland* be entitled to the Receipt of the Rents and Profits of the said Trust Estates, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then, during his or her Minority, such Consent shall be the Consent in Writing of his or her Testamentary Guardian or Guardians, or if there shall be no acting Testamentary Guardian, then of the Guardian or Guardians of such Infant to be appointed by the said Court of Chancery.

and how
Consent of
Court of
Chancery to
be obtained.

XXVI. On the Exercise of any of the Powers or Authorities by this Act given to the said Trustees or Trustee, where such Powers or Authorities are herein-before directed to be exercised by the said Trustees or Trustee, with the Sanction of the Court of Chancery, such Sanction may be obtained by the said Trustees or Trustee by Petition to be preferred by them or him in a summary Way.

General
Saving.

XXVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Frederick Acclom Milbank*, the said *William Harry Vane Milbank*, and the Heirs Male of his Body, the said *Powlett Charles John Milbank*, and the Heirs Male of his Body, and all other the Sons of the said *Frederick Acclom Milbank*, and the Heirs Males of their respective Bodies, the said *Henry John Milbank*, *Augustus Sussex Milbank*, *Mark William Vane Milbank*, and *Augustus William Henry Meyrick*, and their respective Sons, and the Heirs Male of the respective Bodies of such Sons, and all and every other the Sons of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, and of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*, and also the several Sons of the said Lady

Arabella

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Arabella Arden, now *Lady Alvanley*, by the said *Richard Lord Alvanley*, and the Heirs Male of the respective Bodies of such Sons, and the said *Henry Duke of Cleveland*, and the said *Henry Lord Brougham and Vaux*, *Gerard Blisson Wharton*, and *Henry William Woodhouse*, in their Capacity of such Trustees as aforesaid, or other the Trustees or Trustee for the Time being of the Will of the said *William Harry* late *Duke of Cleveland*, and all and every other Person and Persons to whom any Estate, Right, Title, or Interest at Law or in Equity, of, in, to, or out of the said Hereditaments comprised in the said Schedule to the said herein-before recited Act of the Ninth and Tenth Years of the Reign of Her present Majesty, or any of them, or any Part thereof, under or by virtue of the said Will of the said *William Harry* late *Duke of Cleveland*, or the aforesaid Codicil thereto, are, is, or shall have been devised or limited, or shall have descended or devolved, or shall descend or devolve,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments comprised in the said Schedule or any Part thereof, as they or any of them had before the passing of this Act, or would or could or might have had or enjoyed in case this Act had not been passed.

XXVIII. In citing this and the said recited Acts in other Acts of Parliament, or in legal Documents or Pleadings, it shall be sufficient to use the Expressions "*Duke of Cleveland's Harte Estate Act, 1842*," for the said first-recited Act, "*Duke of Cleveland's Harte Estate Act, 1846*," for the said secondly-recited Act, "*Duke of Cleveland's Harte Estate Act, 1849*," for the said thirdly-recited Act, and "*Duke of Cleveland's Harte Estate Act, 1853*," for this Act.

Short Title
of this and
preceding
Acts.

XXIX. 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.

LONDON:

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

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 435

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