



ANNO DECIMO TERTIO & DECIMO QUARTO

# VICTORIÆ REGINÆ.

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## Cap. 18.

An Act to enlarge and consolidate the Provisions of  
Two Acts of Parliament relating to the Estates  
of *John Bowes* late Earl of *Strathmore*.

[14th August 1850.]

**W**HEREAS by an Act of Parliament passed in the Eighth and Ninth Years of the Reign of Her Majesty, intituled *An Act for authorizing the Sale of certain Portions of the Real Estates devised by the Will and Codicils of John Bowes late Earl of Strathmore, and for authorizing the Purchase of other Real Estates, including Lands held for long Terms of Years, to be settled to the Uses of the said Will and Codicils, and for extending the Power of granting Mining Leases given by the said Will; and for other Purposes,* after reciting that *John Bowes* late Earl of *Strathmore* duly made and published his last Will and Testament in Writing, bearing Date the Third Day of *July* One thousand eight hundred and seventeen, and thereby gave and devised all his Manors or Lordships, or reputed Manors or Lordships, Advowsons, Castles, Mansion Houses, Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate whatsoever and wheresoever, (except his Copyhold or Customary Estates,) with their Rights, Members, and Appurtenances, to the Use of *Mary* now Dowager Countess of *Strath-*

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8 & 9 Vict.  
c. 26.  
Reciting  
Will and  
Codicils of  
John Bowes  
late Earl of  
Strathmore,  
dated 3d  
July 1817.

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more, *Henry Jadis* Esquire, the Reverend *James Blackburn* Clerk, *James Farrer* Esquire, *James Dundas* Esquire, and *James Farrer Steadman* Esquire, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared of and concerning the same, and, subject thereto and to the Trusts thereof, to the Use of his Son *John Bowes*, therein particularly described, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the First and every other Son of the said *John Bowes*, severally and successively in Tail Male, with Remainder to the Use of the First and every other Son of the said *John Bowes*, severally and successively in Tail, with Remainder to the Use of the First and every other Daughter of the said *John Bowes*, severally and successively in Tail Male, with Remainder to the Use of the First and every other Daughter of the said *John Bowes*, severally and successively in Tail, with Remainder to the Use of the eldest and every other Son of the said Testator's Brother *Thomas Bowes*, severally and successively, and his respective Assigns, during his Life, with Remainder to the Use of the First and every other Son of the First and every other Son of the said *Thomas Bowes*, severally and successively in Tail Male, with divers Remainders over; and for the Purpose of preserving the contingent Remainders from being destroyed, the said Testator devised the Manors, Hereditaments, and Premises therein-before devised to any Person during his or her Life, after the Determination of that Estate by Forfeiture or otherwise in his or her Lifetime, to the Use of *Barrington Price* Esquire and *Robert Sayer* Esquire, and their Heirs, during the Life of the Tenant for Life whose Estate should so determine, in trust for him or her, and by the usual Ways and Means to preserve the contingent Remainders expectant or dependent thereon; and in the said Will was contained a Proviso, that every Person who by virtue of the said Will should become entitled, either for Life or in Tail Male or in Tail, to the Possession, or to the Receipt of the Rents and Profits, of the said Manors, Hereditaments, and Premises therein devised, or any Part thereof, and who should not then use the Surname of *Bowes* only, and bear the Arms of the said Testator's late Grandfather's Family of *Bowes* only, should, within the Space of One Year next after he or she should so become entitled, or if an Infant should so become entitled, then should, within the Space of One Year next after he or she should have attained the Age of Twenty-one Years, and also every Person whom any Female therein-before provided for should marry should, if the Female for the Time being marrying should at the Time of such her Marriage be so entitled as therein-before mentioned, then within One Year next after such Marriage, but if the Female for the Time being marrying should not  
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at the Time of such her Marriage be so entitled as therein-before mentioned, but should afterwards during her Coverture become so entitled as aforesaid, then within the Space of One Year next after she should become so entitled as aforesaid, take upon himself or herself and use on all Occasions the Surname of *Bowes* and bear the Arms of the said Testator's late Grandfather's Family of *Bowes* only, and should within the Space of One Year apply for and endeavour to obtain an Act of Parliament, or a proper Licence from the Crown, or take such other Ways and Means as might be requisite and proper, to enable and authorize him or her to take, use, and bear the Surname and Arms of *Bowes* only; and the said Testator did thereby further declare, that in case any of the said Persons should refuse or neglect within the said Space of One Year to take, use, and bear such Surname and Arms, and to take such proper Steps and Means as might be requisite to enable and authorize him, her, or them so to do, or should at any Time afterwards discontinue to use and bear such Surname and Arms, then and in every such Case, immediately after the Expiration of the said Space of One Year, or such Discontinuance as aforesaid, as the Case might be, if the Person who or whose Husband should so for the Time being refuse, neglect, or discontinue as aforesaid should, under the Limitations therein-before contained, be Tenant for Life, the Limitations therein-before contained to the Use of such Person for his or her Life, and also the Limitation therein-before contained to the Use of the said *Barrington Price* and *Robert Sayer* and their Heirs during the Life of such Person, in trust to preserve contingent Remainders, should absolutely cease and be void, in the same Manner precisely as if such Person were then actually dead, but if the Person who or whose Husband should so for the Time being neglect, refuse, or discontinue as aforesaid should, under the Limitation therein-before contained, be Tenant in Tail Male or in Tail, then the Limitation under which the Person who or whose Husband should so refuse, neglect, or discontinue should have become entitled to the said Manors, Hereditaments, and Premises for an Estate in Tail Male or in Tail should absolutely cease and be void, in the same Manner precisely as if such last-mentioned Person were then actually dead without Issue entitled or inheritable under the same Limitation; and the said Testator did thereby further declare, that if at any Time there should, by reason of the Cesser or Determination of the previous Uses and Estates therein-before limited, be a Suspense or Contingency of the then next immediate expectant Remainder, then and in every such Case, and so often as the same should happen, the Manors, Hereditaments, and Premises therein-before devised should be and remain to the Use of the said *Barrington Price* and *Robert Sayer* and their Heirs, during every such Suspense or Contingency as aforesaid, in trust to preserve the contingent Uses and Estates therein-before limited from being destroyed, and upon trust  
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to receive the Rents and Profits of the same Manors, Hereditaments, and Premises, and to pay the same to the Person or Persons for the Time being entitled to the First vested Estate in the said Manors, Hereditaments, and Premises; and the said Testator thereby declared, that the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, should stand and be possessed of the Manors, Hereditaments, and Premises comprised in the said Term of One thousand Years, upon trust to present to the Rectory of *Romaldkirk* in the County of *York* certain Persons in the said Will particularly named or described, and upon trust during the Minority of the said *John Bowes* to sell certain Portions of the Timber standing upon the Premises comprised in the said Term of One thousand Years, and to apply the Proceeds thereof, after providing for certain Rebuildings and Repairs therein specified, upon and for the same Trusts, Intents, and Purposes as were therein-after declared concerning the surplus Rents and Profits of the same Premises therein-after directed to be accumulated during the Minority of his said Son, and, subject as aforesaid, upon trust to permit his the said Testator's Sister, *Lady Anna Maria Jessup*, to have the Occupation and Enjoyment of a Tenement called *Bird Hill House*, with the Offices, Gardens, and Appurtenances, and Twenty Acres of Land adjoining, for her Life or Widowhood, and after her Decease or Marriage upon trust to permit such of the Daughters of the said *Lady Anna Maria Jessup* as should be then unmarried to have the Occupation and Enjoyment of the same Tenements, Lands, and Appurtenances during such Time as they respectively should then remain unmarried, and upon further Trust to permit the said *Mary* now Dowager Countess of *Strathmore* during her Life to have the sole and separate Use, Occupation, and Enjoyment of the said Testator's Messuages and Farms respectively called *Bromylaw* and *Dunnhouse*, situate in the Townships of *Streatlam*, *Stainton*, and *Cleatlam*, or some of them, and therein more particularly described, containing together by Estimation Five hundred and thirty-eight Acres and One Rood, except the said Testator's Plantations on the said Farms, which he directed the said Trustees or Trustee for the Time being of the said Term to keep up with and out of the Rents and Profits of the said Manors, Hereditaments, and Premises comprised in the said Term, and without paying any Rent for the same, and without being subject to the Debts, Control, Interference, or Engagements of any Husband whom she might marry, but she paying all Rates, Taxes, and other Outgoings for the same, and keeping the same in good and tenantable Repair; and upon a certain further Trust, during the Minority of the said *John Bowes*, to keep up and maintain in good Repair as Residences for him the Mansions called respectively *Streatlam Castle* and *Gibside*; and upon trust to raise by Mortgage

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of all or any Part of the said Premises comprised in the said Term such Sum or Sums of Money as should be necessary to pay and satisfy so much of the several Charges therein-after made on the said Testator's residuary Personal Estate and Effects (except the Mortgages) as such residuary Personal Estate and Effects should be insufficient to pay and satisfy; and upon further Trusts for managing the said Estates comprised in the said Term during the Minority of the said *John Bowes*, and also during such Time or respective Times as, in consequence of the Trusts of the said Term of One thousand Years, the Person for the Time being entitled under the Limitations therein-before contained to the First Estate for Life or in Tail Male immediately expectant upon the said Term should not be entitled to the Rents and Profits of the Premises comprised in the said Term, or any Part thereof, other than the annual Sum therein-after provided; and upon further Trust, in aid of the said Testator's residuary Personal Estate, out of the Rents and Profits comprised in the said Term of One thousand Years, to pay and keep down the Interest of such of the several Charges therein-after made on any residuary Personal Estate and Effects as should carry Interest, and should from Time to Time remain unsatisfied; and upon further Trust to pay an Annuity to the said Lady *Anna Maria Jessup* which has ceased to be payable by reason of her Death; and upon further Trust, during the Life of the said *Mary* now Dowager Countess of *Strathmore*, out of the annual Rents and Profits of the said Premises comprised in the said Term, to raise the annual Sum of One thousand Pounds, clear of all Deductions whatsoever, and to pay the same in manner therein mentioned to such Person or Persons, and upon and for such Trusts, Intents, and Purposes, as the said *Mary* now Dowager Countess of *Strathmore*, whether covert or sole, should from Time to Time without Anticipation appoint, and in default of and until such Appointment into the proper Hands of the said *Mary* now Dowager Countess of *Strathmore* for her sole and separate Use and Benefit, and, while under Coverture, exclusively of her Husband; and upon further Trust to pay an Annuity of One hundred Pounds to the said Testator's Servant *John Page*, which has ceased to be payable by reason of the Death of the said *John Page*, and to raise and pay an Annuity of Eighty Pounds to the said Testator's Servant *Isaac Walker* during his Life; and, subject as aforesaid, upon further Trust to apply so much of the said Rents and Profits as the said Trustees or Trustee for the Time being should think proper for the liberal Education of the said *John Bowes* during his Minority, and during his Minority to invest the Residue of the Rents and Profits on Government or Real Securities, so as to accumulate such Rents and Profits in the way of Compound Interest, and at the End of the Period thereby fixed for Accumulation to convert the accumulated Fund into Money, and in aid of the

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said Testator's residuary Personal Estate and Effects to apply such Money, or a competent Part thereof, in or towards Payment and Satisfaction of the several Charges therein-after made on his said residuary Personal Estate and Effects, in the same Order and Course in which they were directed to be paid with and out of his residuary Personal Estate and Effects, and to apply the Residue of the said Money, if any, in or towards Payment and Satisfaction of any Mortgage or Mortgages that might have been made by the said Trustees or Trustee under the Trusts therein-before declared, and lay out and invest the ultimate Residue of the said Money, if any, in the Purchase of Freehold or Copyhold or Customary Lands and Hereditaments contiguous to or adjoining or convenient to be held with any of the Manors, Hereditaments, and Premises therein-before devised, and to settle the Lands and Hereditaments so to be purchased to the Uses and in the Manner to and in which the said Testator had by that his Will devised the Manors, Hereditaments, and Premises from the Rents and Profits of which such Accumulations should have proceeded, or as near thereto as the Deaths of Parties and other intervening Circumstances would then admit of, and in case of the Failure or Determination of the Uses and Estates therein-before limited to his said Son *John Bowes* and his Issue, upon trust, without Prejudice to the Trusts aforesaid, to stand possessed of the Hereditaments comprised in the said Term of One thousand Years upon trust to permit and suffer the same Term to protect certain Powers of jointuring and charging with Portions therein-after contained, and to be a Security for any annual or other Sums or Sum of Money charged on the said Premises under such Powers respectively; and upon further Trust, until the Trusts therein-after declared concerning the said Term for Payment of the Charges on the said Testator's residuary Personal Estate should be fully performed and satisfied, to levy and raise the annual Sum of Three thousand Pounds, and pay the same in manner therein mentioned, as long as the same Sum should be raiseable under the Trusts aforesaid, to the Person who under the Limitations therein-before contained should for the Time being be entitled to the First Estate, either for Life or in Tail Male, immediately expectant on the said Term of One thousand Years, in the Manors, Hereditaments, and Premises comprised in the said Term; and upon further Trust, in aid of the said Testator's residuary Personal Estate and Effects, to apply the Residue of the annual Rents and Profits of the said Premises comprised in the same Term in Payment of the several Charges therein-after made on his said residuary Personal Estate and Effects, and of any Mortgage or Mortgages made by the said Trustees or Trustee in pursuance of the Trusts therein-before declared; and it was by the said Will provided, that the said Trustees or Trustee for the Time being of the said Term might nevertheless, if it should in their or his Opinion be more eligible, lay out and invest the Residue of the said annual

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



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

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any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more Witnesses, to revoke and make void all or any of the Uses, Trusts, Powers, Provisoos, and Declarations expressed and declared in his said Will of and concerning the Hereditaments and Premises proposed to be exchanged, and by the same or any other Deed or Instrument in Writing, sealed and delivered and attested in like Manner, to declare and appoint any Uses, Estates, or Trusts of the Hereditaments and Premises the Uses of which should be so revoked which it should be thought necessary or expedient to declare and appoint in order to effectuate any such Exchange as aforesaid; and the said Testator thereby declared, that it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, to receive and take any Money for Equality of Exchange upon any such Exchange as aforesaid, and that upon Payment of any such Money it should be lawful for the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sign and give Receipts for the same, and that such Receipts should effectually discharge the Persons paying the same from being answerable for the Misapplication or Nonapplication or from being bound to see to the Application of the Money therein mentioned to be received, and that the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should lay out the Money which should be received upon any such Exchange as aforesaid in the Purchase of Lands and Hereditaments, either Freehold or Copyhold or Customary of Inheritance, contiguous or adjoining to or convenient to be held with any of the Manors, Hereditaments, and Premises therein-before devised; provided nevertheless, that every Purchase which should be made with Money received for Equality of Exchange should be made with the Consent of the Person or Persons whose Consent should for the Time being be necessary to make Exchanges under the Power now in recital; and the said Testator thereby further declared, that upon any such Exchange as aforesaid the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should settle the Lands and Hereditaments received in Exchange to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Hereditaments and Premises which, by virtue of the Power now in recital, should have been given in Exchange for the same, or as near thereto as the Nature and Quality of the Estates and intervening Circumstances would then admit of, and that upon such Purchase as aforesaid the said *Barrington Price* and *Robert Sayer*, or the Survivor of them, or the



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the Executors or Administrators of such Survivor, should settle the Lands and Hereditaments purchased to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised, or as near thereto as the Nature and Quality of the Estates and intervening Circumstances would admit of; and the said Testator thereby directed, that until a proper Purchase should be found, in which the Money received upon any such Exchange as aforesaid should be invested, the said *Barrington Price* and *Robert Sayer*, and the Survivor of them, and the Executors or Administrators of such Survivor, should invest the said Money in their or his Names or Name in the Parliamentary Stock or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should and might alter and vary the same as they or he should think proper or expedient, and should apply the Interest and Dividends of the said Money, Stocks, Funds, and Securities to the same Purposes and in the same Manner to and in which the Rents and Profits of the Lands and Hereditaments so to be purchased as aforesaid ought to be paid and applied if the same Lands and Hereditaments were then actually purchased and settled; and it was by the said Will also provided, and the said Testator thereby further declared, that, for the Purpose of purchasing either Freehold or Copyhold or Customary Lands and Hereditaments contiguous to or adjoining or convenient to be held with his *Gibside* and *Streatlam Castle* or *Yorkshire* Estates, it should be lawful for the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at their or his Discretion, during the Minority of his said Son *John Bowes*, and after his attaining the Age of Twenty-one Years, or dying under that Age, then with the Consent of the Person or Persons who should for the Time being by virtue of that his Will be entitled, either for Life or in Tail Male or in Tail, to the Manors, Hereditaments, and Premises therein-before devised, either in possession or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, if such Person or Persons should be of the full Age of Twenty-one Years, but if such Person or Persons should not have attained the Age of Twenty-one Years, then with the Consent of the Guardian or Guardians of such Person or Persons respectively, to raise Money by Mortgage of all or any Part of the Manors, Hereditaments, and Premises therein-before devised, and for the Purpose of effecting any such Mortgage as aforesaid, by any Deed or Instrument in Writing, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnessess, to appoint the  
Premises



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Premises proposed to be comprised in the Mortgage to any Person or Persons whomsoever, either for a Term of Years or in Fee; and the said Testator thereby declared, that the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, should lay out and invest the Money raised by any such Mortgage as aforesaid in the Purchase of Lands and Hereditaments for the Purpose of purchasing which the same should be raised, and should settle the said Lands to the same Uses and in the same Manner to and in which the Manors, Hereditaments, and Premises therein-before devised were settled by the said Testator's Will, or as near thereto as Circumstances would then admit of; and the said Testator gave and devised all his Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, with their Appurtenances, (except such as were vested in him upon any Trusts or by way of Mortgage,) unto the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Heirs and Assigns, according to the Customs of the Manors in which the same were or might be respectively held, by the Rents and Services therefore due and of Right accustomed, but nevertheless upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as, regard being had to the Difference in the Nature and Quality of the respective Estates, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised; and the said Testator gave, devised, and bequeathed all the Leasehold Messuages, Lands, Tenements, and Hereditaments which at the Time of his Decease should belong to him, and should be held either for Lives, or for Years determinable on Lives, or for Years absolute, including his Leasehold Colliery at *Norwood*, but excluding his other Leasehold and Partnership Collieries, and except such Leasehold Estates as were or might be vested in him upon any Trust or by way of Mortgage, with their respective Appurtenances, unto and to the Use of the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, upon the Trusts therein mentioned, for Payment of Rent and Performance of Covenants and Renewal, and, subject thereto, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as, regard being had to the Difference in the Nature and Quality of the respective Properties, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and



*Bowes' Estate.*

and Declarations (except the Power to grant Building Leases therein mentioned) therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised, but not so as to vest absolutely in any Person or Persons thereby made Tenant or Tenants in Tail Male or in Tail of the said Manors therein-before devised until such Person or Persons should respectively attain the Age of Twenty-one Years; and after giving certain pecuniary and specific Legacies, and charging his residuary Personal Estate and Effects with the Payment of all pecuniary Legacies given by his Will, or any Codicil or Codicils thereto, and of his Debts, (which Legacies and Debts have long since been paid and satisfied,) the said Testator gave and bequeathed all the Residue of his Personal Estate and Effects whatsoever and wheresoever unto the said *Mary* now Dowager Countess of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, upon trust to convert the same into Money, and, after Payment of the several Charges made thereon as aforesaid, to apply and dispose of the surplus Monies, if any, to the same Purposes and in the same Manner to and in which the said Testator had therein-before directed the Money payable for Equality of any Exchange to be applied and disposed of; and in the said Will was contained a Proviso, that if the Trustees thereby appointed and to be appointed as therein-after mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, should happen to die, or be desirous of being discharged from or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts should be fully executed, then and in such Case, and when and so often as the same should happen, if the Person or Persons so dying, or desirous of being discharged, or refusing, declining, or becoming incapable to act as aforesaid, should be a Trustee or Trustees of the said Term of One thousand Years, it should and might be lawful to and for the surviving or continuing Trustees or Trustee for the Time being of the said Term, and if the Person or Persons so dying, or desirous of being discharged from, or refusing or declining or becoming incapable to act as aforesaid, should be the said *Barrington Price* and *Robert Sayer*, or either of them, or their or either of their Heirs, Executors, or Administrators, or any other Person or Persons to be appointed in their or any of their Stead, as therein-after was mentioned, it should and might be lawful to and for the Person or Persons who under that his Will should for the Time being be entitled for Life or in Tail Male or in Tail to the Manors, Hereditaments, and Premises therein-before devised, either in possession or in remainder immediately expectant on the said Term of One thousand Years, or to the Rents and Profits thereof, if such Person or Persons should be of the full Age of Twenty-one Years,

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*Bowes' Estate.*

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

First Codicil, dated  
16th June  
1818.



*Bowes' Estate.*

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

Second Codicil, dated 29th Oct. 1818.

Third Codicil, dated 16th Dec. 1819.



*Bowes' Estate.*

Fourth Codicil, dated 27th May 1820.

Fifth Codicil, dated 1st July 1820;

and reciting Death of John Bowes late Earl of Strathmore;

and reciting Decree of the Court of Chancery, 25th April 1825, in *Bowes v. Strathmore.*

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



*Bowes' Estate.*

Codicils of the said *John Bowes* late Earl of *Strathmore* were well proved, and that the same were to be established, and the Trusts thereof performed and carried into execution; and reciting that the said *John Bowes* attained his full Age of Twenty-one Years in the Month of *June* One thousand eight hundred and thirty-two, and thereupon entered into and was then in the Possession of the said devised Premises, and that the said *John Bowes*, in compliance with the Direction in that Behalf contained in the said Will of the said *John Bowes* late Earl of *Strathmore*, duly obtained a Licence under the Royal Sign Manual authorizing him to bear and use, and that he had borne and used accordingly, the Surname and Arms of *Bowes*; and also reciting that the said *Thomas Bowes* late Earl of *Strathmore*, the Brother of the said Testator, had Issue an eldest Son, *George Thomas Lyon Bowes*, since deceased, and commonly called in his Lifetime Lord *Glamis*, and that the said *George Thomas Lyon Bowes*, lately called Lord *Glamis*, died in the Year One thousand eight hundred and thirty-four, leaving the said *Thomas George Lyon Bowes*, then commonly called Lord *Glamis*, but now Earl of *Strathmore*, his eldest Son then living, him surviving, and that the said lastly-named Lord *Glamis* (now Earl of *Strathmore*) attained his full Age of Twenty-one Years on the Twenty-eighth Day of *September* One thousand eight hundred and forty-three; and also reciting that in the Year One thousand eight hundred and thirty-one the said Dowager Countess of *Strathmore* intermarried with *William Hutt* Esquire, and that the said Lady *Anna Maria Jessup* died on the Twenty-ninth Day of *March* One thousand eight hundred and thirty-two, and that the said *John Page*, one of the Annuitants mentioned in the said Will, died in or about the Year One thousand eight hundred and thirty-nine, and that the said *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman* had severally departed this Life, leaving the said *Mary* Dowager Countess of *Strathmore*, *Henry Jadis*, and Sir *John Dean Paul* the only surviving Trustees of the Term of One thousand Years so created as therein aforesaid by the Will of the said late Earl, and that the said *Barrington Price* had departed this Life, leaving the said *Robert Sayer* him surviving; and also reciting that at the Time of making the Devises aforesaid, and thenceforth up to the Time of his Death, the said *John Bowes* late Earl of *Strathmore* was seised of (*inter alia*) Three principal Estates, that is to say, first, the "*Streatlam Castle Estate*," comprising *Streatlam Castle*, the ancient Residence of the said Testator's Ancestors, and containing about Two thousand six hundred Acres, and situate in the County of *Durham*, secondly, the "*Gibside Estate*," comprising the ancient Mansion House called *Gibside*, and about Three thousand Acres of Land, likewise situate in the said County of *Durham*, and, thirdly, the "*Yorkshire Estate*," comprising about Fifty thousand Acres of Land, and consisting of Tenements all near to or adjoining each other, and

and reciting the Majority of *John Bowes*;

and reciting Descent of *Thomas George* present Earl of *Strathmore*;

and reciting Deaths of Parties entitled under Will of *John Bowes* Earl of *Strathmore*;

and reciting Seisin of *John Bowes* late Earl of *Strathmore*

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*Bowes' Estate.*

Other Re-  
citals of the  
Act  
8 & 9 Vict  
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situate in the North Riding of the said County of *York*, and that the said Testator at the Time of his last republishing his Will, and thenceforth up to the Time of his Death, was seised of many Messuages, Lands, and Hereditaments lying wholly detached and distinct from the said Three principal Estates called respectively "the *Streatlam Castle Estate*," "the *Gibside Estate*," and "the *Yorkshire Estate*," subject nevertheless, as to Part of such detached Estates, to certain Mortgages and Incumbrances, and that the said Messuages, Lands, and Hereditaments so lying detached as aforesaid were described in the Schedule thereto annexed intituled the First Schedule; and also reciting that it would be advantageous for all the Persons interested or thereafter to become interested under the general Devise contained in the said Will of the said Testator, and would tend to effectuate the general Wishes of the said Testator with respect to the Aggrandisement of his said Three principal Estates, if the Messuages, Lands, and Hereditaments comprised in the said First Schedule could be sold, and the Proceeds of such Sale applied in manner therein-after directed respecting the same; and reciting that after the Death of the said Testator the Hereditaments and Premises described in the Second Schedule thereto annexed, and which were distant about Seven Miles from the *Streatlam Castle Estate*, were offered for Sale, and were purchased by the Trustees of the said Term of One thousand Years out of Monies in their Hands applicable to the Purchase of Real Estates under the said Will of the said Testator; and reciting that Opportunities of purchasing Lands nearer to or more convenient to be held with the said Three principal Estates of the said Testator from Time to Time occurred, and that it would be advantageous for all the Persons interested or hereafter to become interested under the general Devise of the said Testator's Real Estates if the Hereditaments and Premises so purchased as aforesaid by the said Trustees were resold, and the Proceeds of such Sale applied in the Purchase of other Lands and Hereditaments, to be settled to the same Uses, lying contiguous or near to one of the said Three principal Estates; and reciting that the Building called *Hylton Castle*, described in the said First Schedule, which was purchased merely as an advantageous Investment for Money in the Year One thousand seven hundred and sixty-three, and which formed no Part of the ancient Family Property of the said Testator, comprised, besides its Tower and the central Part of the Structure, Two very extensive Wings of comparatively modern Date, and that the said Testator some Time before his Death came to the Determination of pulling down the said Building called *Hylton Castle*, and employing the Materials thereof in the Improvement of his other Property, but that he died before giving effect to his Intention, and that the said last-mentioned Building, including the said Wings, was so extensive, and so unfavourably situate with a view to its Use as a Gentleman's Residence (being very near to the Town



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*Bowes' Estate.*

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of *Sunderland*), that no Tenant had been or could be found who would pay a fair Rent for the Occupation thereof, or who would keep the same Building in proper Repair in consideration of being permitted to occupy the same Rent-free, and that under the Circumstances aforesaid the said Building had remained unoccupied as a Gentleman's Residence for many Years; and reciting that the Expense of keeping the said Building, and especially the modern Wings thereof, in tolerable Repair, was very great, and that some Time might elapse before any Sale of the said *Hylton Castle* and the adjoining Lands could be effected under the Power therein-after contained, and that in the meantime it would be advantageous for all the Persons interested or thereafter to become interested under the general Devise of the said Testator's Real Estates if the said Wings were pulled down, and the Materials thereof sold, and the Proceeds of such Sale applied in manner therein-after directed respecting the same; and reciting that the Coal and Minerals situate under the Lands subject to the Power for granting Mining Leases in the said Will contained lie deep, and much Time and Outlay of Capital would be required in order to win the same; and reciting that Individuals and Companies disposed to engage in Mining Enterprises in the North of *England* were unwilling to take Mining Leases of Lands containing deep Coal and Minerals for a less Term than Sixty Years; and reciting that under the Circumstances aforesaid no advantageous Mining Lease of the said Lands for a Term so short as the Term of Thirty-one Years could be effected, and that it would be for the Benefit of the Persons then or thereafter to become interested in the said last-mentioned Lands under the Limitations in the said Will contained if the Term for which Mining Leases thereof could be granted were extended to the Period of Sixty Years; and reciting that many Tenements and Parcels of Land possessed by several Persons for the Residue of a Term of One thousand Years lay contiguous to and in many Cases intermixed with the said "*Yorkshire Estate*;" and reciting that the said Testator, at the Time of making his Will, and thenceforth to the Time of his Death, was seised of the Reversion in Fee expectant upon the said Term of One thousand Years, but that about Seven hundred and sixty Years of the said Term then remained unexpired; and reciting that Opportunities of purchasing many of the said Tenements and Parcels of Land for the Residue of the said Term of One thousand Years therein frequently occur, but that the Will of the said Testator contained no Power for the Purchase of Leasehold Estates; and reciting that it would be advantageous for all the Persons interested or thereafter to become interested under the general Devise contained in the Will of the said Testator if the Power to purchase Freehold and Copyhold Lands contained in the said Will were extended so as to authorize the Purchase of Leasehold Estates held for Terms of Years whereof Two hundred Years

or



*Bowes' Estate.*

or more remained unexpired; and reciting that the said *Henry Jadis* resided altogether abroad, and that much Expense and Inconvenience had already been and might thereafter be occasioned by the Necessity of procuring his Concurrence to and Execution of the Leases from Time to Time granted or to be granted, or other the Deeds or Instruments, Acts, Matters, and Things, which might be found requisite or necessary for carrying into effect the Trusts and Powers of the said Will and Codicils, and that it would be advantageous for the Persons then interested or thereafter to become interested in the said settled Estates under the said Will and Codicils if the said *Mary* now Dowager Countess of *Strathmore* and *Sir John Dean Paul*, and the Survivor of them, and the Executors and Administrators of such Survivor, were empowered to grant such Leases and otherwise execute such Trusts and Powers, alone, and without the Necessity of the Concurrence of the said *Henry Jadis*; and reciting that *George Witham* of *Lartington Hall* in the North Riding of the County of *York*, Esquire, *Thomas Wheldon* of *Barnard Castle* in the said County of *Durham*, Gentleman, and *Edward Western* of *Great James Street, Bedford Row*, in the County of *Middlesex*, Gentleman, were fit and proper Persons to act in the Trusts thereby in them reposed, and that they were willing to act therein accordingly; and reciting that by reason of the Limitations in strict Settlement contained in the said Will of the said *John Bowes* late Earl of *Strathmore* the Objects aforesaid could not be effected without the Aid and Authority of Parliament; it was amongst other things enacted, that the Messuages, Tenements, Hereditaments, and Premises late of the said *John Bowes* late Earl of *Strathmore*, and devised by his said Will and Codicils, or purchased under the Trusts thereof, which were respectively comprised and specified in the Schedules thereto annexed, and which were also comprised in the Schedules annexed to the Act of Parliament hereinafter recited, and which are also (with such Exception as herein-after mentioned) comprised in the First Schedule to this Act annexed, should be and the same were thereby vested in and settled upon the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, and their Heirs and Assigns, for ever, according to the several Natures and Tenures thereof respectively, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Entails, Remainders, Limitations, and Conditions, Powers, Charges, Provisoos, and Declarations, in and by the therein-before recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore* limited and declared of and concerning the same, but subject and without Prejudice to any Mortgages or Incumbrances charged upon the said Hereditaments or any Part thereof, and then subsisting thereon, and also, subject to the existing Leases of the said Hereditaments, upon trust that the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, or the Survivors or Survivor of them, or the

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*Bowes' Estate.*

the Heirs or Assigns of such Survivor, should, as soon as conveniently might be after the passing of the now-reciting Act, with such Consent as therein mentioned, absolutely sell and dispose of the said Hereditaments and Premises so thereby vested in them, with their Appurtenances, and the Building Materials then constituting the Wings of *Hylton Castle* aforesaid, in case the same should not be previously sold standing, and upon Payment of the Money to arise from the said Sale or Sales to convey, surrender, and assure the said Hereditaments and Premises so to be sold as aforesaid, with their Appurtenances, and deliver Possession of the said Building Materials, unto the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs or Assigns, unto or for such other Uses, Intents, or Purposes as he, she, or they respectively should direct or appoint; and it was also enacted, that the Purchase Monies, after Payment therefrom of the Principal Monies due upon the Mortgages and Incumbrances affecting the Estates sold, and of the Costs of obtaining the said Act, should be applied (if deemed expedient) in or towards the Satisfaction and Discharge of any Mortgage or Incumbrance charged upon the Inheritance of the said *Streatlam Castle, Gibside, and Yorkshire Estates*, or invested in the Purchase of Freehold or Copyhold or Customary Manors, Messuages, Farms, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in possession, or of Leasehold Tenements or Hereditaments, or in the Purchase of Fee-farm Rents, Quit Rents, or Perpetual Rent-charges, or in the Enfranchisement of Copyhold Estates, as therein mentioned; and it was also provided, that the Hereditaments so to be purchased should be contiguous or near to or convenient to be held with One of the said Three principal Estates; and it was enacted, that all the Hereditaments and Premises to be purchased out of the Monies resulting from the Sales thereby authorized should be conveyed, surrendered, assigned, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments sold under the Authority of the said Act would have stood limited and settled in case such Sale had not been made, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased, and the Circumstances of each Case, would admit; but the said Act now in recital conferred no Power to mortgage the said Hereditaments and Premises; and it was thereby also, among other things, enacted, that the Person or Persons who for the Time being was or were or should be empowered to grant Leases of Collieries, Mines, and Works, and of Easements, Rights, and Liberties for the Purpose of such Leases, for any Term of Years not exceeding Thirty-one Years, under the Power in the said Will in that Behalf contained, should be, and he, she, and they was and were, by the Act of Parliament now in recital,

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*Bowes' Estate.*

authorized and empowered to grant such Leases of Collieries, Mines, and Works, and Easements, Rights, and Liberties, for the Purposes aforesaid, for and during any Term of Years not exceeding Sixty, as fully and effectually, and under and subject to the same Conditions and Restrictions, and in such and the same Manner, in all respects, as if he, she, or they had been authorized and empowered by the said Will to grant such Leases as aforesaid for the Term of Sixty Years instead of the Term of Thirty-one Years; and it was also enacted, that all Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, or Things, relating to the said Trust Estates, although executed, signed, made, and done only by the said *Mary Dowager Countess of Strathmore* and *Sir John Dean Paul*, should be as valid and effectual to all Intents and Purposes whatsoever as if the said *Henry Jadis* had joined in and executed such Leases, Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, and Things, as well as the said *Mary Dowager Countess of Strathmore* and *Sir John Dean Paul*: And whereas in the First Section of the said recited Act of Parliament there are contained the Words following; that is to say, "do and shall convey, surrender, and assure  
 " the said Hereditaments and Premises so to be sold as aforesaid,  
 " with their Appurtenances, and deliver Possession of the said Build-  
 " ing Materials, unto the Purchaser or Purchasers thereof respec-  
 " tively, and his, her, or their Heirs or Assigns, unto or for such  
 " other Uses, Intents, or Purposes as he, she, or they respectively  
 " shall direct or appoint:" And whereas in the Part of the Enactment which is herein-before lastly set forth the Word "or" was intended to have been inserted between the Word "Assigns" and the Word "unto," but by a clerical Error the Insertion of the said Word "or" was omitted in the said Act of Parliament: And whereas by an Act of Parliament passed in the Tenth and Eleventh

10 & 11 Vict. c. 14. *Years of the Reign of Her Majesty, intituled An Act for authorizing the Sale and Exchange of certain Lands, Collieries, Hereditaments, and Mining Stock, forming Part of the Estate of John Bowes late Earl of Strathmore, and for enabling the Trustees to shift the Charges affecting the Inheritance of the same Lands and Hereditaments, and for other Purposes,* after reciting that by Articles of Agreement bearing Date the Twenty-seventh Day of *June* One thousand seven hundred and twenty-six, and made between the Honourable *Sydney Wortley, Edward Wortley Esquire, and Thomas Ord Gentleman of the First Part, Sir Henry Liddell Baronet and George Liddell Esquire of the Second Part, George Bowes Esquire of the Third Part, and William Cottesworth of the Fourth Part,* a Copartnership for the Term of Ninety-nine Years from the Eleventh Day of *November* then next ensuing was entered into between the said *Sydney Wortley, Edward Wortley, Thomas Ord, Sir Henry Liddell, George Liddell, and George Bowes,* for the Purpose of working

Reciting  
Articles of  
Partnership,  
dated 27th of  
June 1726;



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*Bowes' Estate.*

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working certain Collieries and Parts of Collieries of and in which the said Parties were respectively seised, possessed, or interested in the County of *Durham*, and also for the Purpose of purchasing and taking other Collieries, and the working and winning of Coals thereout; and that it was thereby agreed that the Collieries and Parts of Collieries of and in which the said Parties were so seised, possessed, or interested, (except as therein was excepted,) and also all Collieries which should be so bought and taken, and also any Collieries under any Lands or Grounds thereafter to be purchased by them or any of them, or any Person or Persons in trust for them or any of them, or which should otherwise accrue to them or any of them, in the Counties of *Durham* and *Northumberland*, or either of them, above *Newcastle Bridge*, (except as therein is excepted,) should during the said Term be held by them in Partnership in the Shares following, (that is to say,) One Third Part thereof to be held by the said *Sydney Wortley*, *Edward Wortley*, and *Thomas Ord*, one other Third Part thereof by the said *Sir Henry Liddell* and *George Liddell*, and the remaining Third Part thereof by the said *George Bowes*, and that the Produce of the said Collieries or Parts of Collieries should be received and taken by the said Parties in the Manner and in the Proportions therein mentioned; and reciting that in pursuance of the said Articles the Business of the Copartnership thereby formed was carried on by the Parties thereto of the First, Second, and Third Parts, and their respective Executors, Administrators, or Assigns, until the Expiration of the said Term of Ninety-nine Years, and that the said *George Bowes* died in the Year One thousand seven hundred and sixty; and reciting that the said *John Bowes* late Earl of *Strathmore* at the Time of republishing his Will, and thenceforth until the Time of his Death, was seised and possessed of the said Three principal Estates aforesaid, viz., "The *Streatlam Castle Estate*," "The *Gibside Estate*," and "The *Yorkshire Estate*," and was also seised and possessed of many Lands, Hereditaments, and Premises lying wholly detached and distinct from the said Three principal Estates called respectively "The *Streatlam Castle Estate*," "The *Gibside Estate*," and "The *Yorkshire Estate*," and particularly of the Coal Fields, Lands, and Hereditaments described in the First and Second Schedules thereto annexed, and the One Third Part or Share late of the said *George Bowes* deceased of and in the Coal Fields, Collieries, Lands, Hereditaments, and Premises held by the said Copartnership under and by virtue of the said Articles of Agreement, and was also possessed of One Third Part or Share of and in the Stock, Chattels, and Effects of the said Copartnership, to which One Third Part or Share in the said Partnership, Coal Fields, Collieries, Lands, Hereditaments, and Premises, Stock, Chattels, and Effects, the said Earl became entitled, under the Will of the said *George Bowes*, as eldest  
Son



*Bowes' Estate.*

Son of his Daughter *Mary Eleanor Bowes*; and reciting the said Will and Republication thereof, and the said Codicils of the said *John Bowes* late Earl of *Strathmore*, and his Death, and the proving of the said Will and Codicils, and in the Recitals of the said Will setting forth that the said Testator gave and bequeathed all his Leasehold and Partnership Collieries (except his Leasehold Colliery at *Norwood* therein-before disposed of), and all Benefit and Advantage to arise by virtue of any Agreement theretofore made by the said *George Bowes* Esquire his Grandfather, deceased, with *Henry Lord Ravensworth* and *Edward Wortley* Esquire, *George Liddell* Esquire, and *Thomas Ord* Esquire, or their Heirs, or any others, and also the Stock and Effects used and employed either by him solely or by himself and his Partners jointly in or about the Management and working of any of the Leasehold and Partnership Collieries lastly therein-before bequeathed, and the carrying on of the respective Businesses thereof, and also all the Debts owing either to him solely or to him and his Partners jointly on account of the said respective Businesses, unto the said *Mary* then Countess Dowager of *Strathmore*, *Henry Jadis*, *James Blackburn*, *James Farrer*, *James Dundas*, and *James Farrer Steadman*, their Executors, Administrators, and Assigns, according to his Share and Interest therein respectively, upon trust to continue his Stock in Trade upon the same Bottom, or to call in the same or any Part thereof, or to sell and dispose of the same respectively, as to them should seem most proper, for the letting and carrying on the same Leasehold and Partnership Collieries or any of them, if it should seem expedient to his said Trustees or Trustee for the Time being that his said Stock in Trade should be lessened or decreased, but not otherwise, and also to continue the Coal Trade upon the then present or any other Footing as to them should seem meet, and to let or carry on the same, and also the Partnership or Partnerships which he then was or should thereafter be engaged in, by such Methods as to them should seem most proper, and for all or any of those Purposes to demise or make Contracts for or accept Leases of the then present or any new or other Collieries, Wayleaves, or Staithrooms, and to employ Agents or Servants, and to appoint and pay Salaries to them, and to do any Act or Thing proper or necessary for the carrying on of the said Coal Trade, in as full and ample a Manner as he himself could do the same; and his Will was, that his said Trustees should not be compelled or compellable to sell or dispose of any Part of his Stock in Trade, or to call in any of his Debts, but such only as they should think proper; and he did thereby declare, that his said Trustees, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in all his Shares and Interest of and in the said Collieries, and the Stock, Effects, and Debts for the Time being used and employed in and belonging to the said respective Businesses, and of and in the Profits

to



*Bowes' Estate.*

to arise from the same Businesses respectively, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as (regard being had to the Difference in the Nature and Quality and Circumstances of the respective Properties) would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations (except the Power to grant Building Leases) therein-before expressed and declared of and concerning the Manors, Hereditaments, and Premises therein-before devised, but so that the same Premises might not vest absolutely in any Person or Persons thereby made Tenant or Tenants in Tail Male or in Tail of the said Manors, Hereditaments, and Premises until such Person or Persons should respectively attain the Age of Twenty-one Years; and reciting the said Decree in the Court of Chancery, and other Matters recited in the herein-before recited Act of Parliament; and reciting the said herein-before recited Act of Parliament; and reciting that the Term of Ninety-nine Years, for which the Copartnership formed and entered into by the herein-before in part recited Articles of Agreement of the Twenty-seventh Day of *June* One thousand seven hundred and twenty-six was agreed to be carried on, determined and ceased on or about the Twenty-sixth Day of *November* One thousand eight hundred and twenty-five, but that the said Copartnership Concerns were afterwards carried on under the Firm of "*Lord Ravensworth and Partners*," by *Thomas Henry Lord Ravensworth*, *James Archibald Stuart Lord Wharncliffe*, and the said *William Hutt* and *Mary Dowager Countess of Strathmore* his Wife, in right of the said Countess, *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, in the Proportions therein next stated by way of recital; and reciting that the said *Thomas Henry Lord Ravensworth* was entitled to One equal Third Part, the said *James Archibald Stuart Lord Wharncliffe* was entitled to One other equal Third Part, and the said *William Hutt* and *Mary Dowager Countess of Strathmore* in right of the said Countess, *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, as such Trustees and Executors as aforesaid, were entitled to One other equal Third Part; and reciting that an Indenture bearing Date the Third Day of *May* One thousand eight hundred and thirty-four was duly made and executed between the said Right Honourable *Thomas Henry Baron Ravensworth* of the First Part, the said Right Honourable *James Archibald Stuart Lord Wharncliffe*, now deceased, of the Second Part, the said *William Hutt* and the said *Mary Dowager Countess of Strathmore* his Wife, the said *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, therein described as surviving Trustees appointed by the last Will and Codicils of the said *John Bowes* late Earl of *Strathmore* for carrying on the Partnership Collieries of the said *John Bowes* late Earl of *Strathmore*, and for other Purposes, and also surviving Executors of the said Will and Codicils, of the

and reciting  
the Renewal  
of the Part-  
nership;

and reciting  
Deed dated  
3d May 1834.

[*Private.*]



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*Bowes' Estate.*

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Third Part, and the said *John Bowes* of the Fourth Part, therein reciting the said Articles of Agreement bearing Date on or about the Twenty-seventh Day of *June* One thousand seven hundred and twenty-six; and further reciting that the said Term of Ninety-nine Years for which the Copartnership formed by the said Articles of Agreement of the Twenty-seventh Day of *June* One thousand seven hundred and twenty-six was so agreed to be carried on as aforesaid determined and ceased on or about the Twenty-sixth Day of *November* One thousand eight hundred and twenty-five, but that the Copartnership Concerns had ever since been and were then carried on as aforesaid under the Firm of "Lord *Ravensworth* and Partners" by the said *Thomas Henry Lord Ravensworth* and the said *James Archibald Stuart Lord Wharnccliffe*, and the said *William Hutt* and *Mary Dowager Countess of Strathmore* his Wife (in right of the said Countess), *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, in the Proportions aforesaid; and therein reciting that the Collieries, Farms, Lands, and Hereditaments respectively worked and carried on by the said Copartnership were specified in the First Schedule thereunder written; and further reciting that the said *Thomas Henry Lord Ravensworth* was separately possessed or interested of and in the Lands and Hereditaments specified in the First Part of the said First Schedule, and the said *William Hutt* and *Mary Dowager Countess of Strathmore* (in right of the said Countess), *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, as such Trustees and Executors as aforesaid, were separately possessed or interested of and in the Collieries and Parts of Collieries, Lands, and Hereditaments specified in the Second Part of the said First Schedule, being the Collieries, Lands, and Hereditaments described in the Second Schedule to the Act of Parliament now in recital; and therein further reciting that the Capital Stock of the said Copartnership consisted of the Manor, Collieries, Farms, Lands, and Hereditaments specified in the Third Part of the said First Schedule, being the Manor, Collieries, Farms, Lands, and Hereditaments described in the Third Schedule to the Act of Parliament now in recital, and also of divers Effects, Articles, and Things comprising the Produce then remaining on hand and undisposed of, arising from the said Collieries and Farms and Lands worked and carried on by the said Copartnership, and the Horses, Engines and other Machinery, Waggonways, Waggonways, Ropes, Corves, and other Mining and Farming Implements and Utensils, then used and employed in the carrying on and working of the said Collieries, Farms, and Lands; and therein further reciting that on the Thirty-first Day of *December* One thousand eight hundred and twenty-five, in contemplation of the Partnership entered into by the now-reciting Indenture taking place for the Term of Thirty Years from the Twenty-third Day of *November* One thousand eight hundred and twenty-five, and which said Partnership had been treated by the

said



*Bowes' Estate.*

said *Thomas Henry Lord Ravensworth*, the said *James Archibald Stuart Lord Wharncliffe*, *William Hutt*, *Mary Dowager Countess of Strathmore* his Wife, *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul*, as subsisting ever since the Twenty-third Day of *November* One thousand eight hundred and twenty-five, an Account was taken and a Valuation was made of the Capital Stock of the said Copartnership, and that it was found upon such Account and Valuation that the gross Value of the said Capital Stock amounted to the Sum of One hundred and twenty-one thousand six hundred and forty-eight Pounds Fourteen Shillings and Two-pence, as appeared by the Summary of the said Account and Valuation specified in the Second Schedule thereunder written, and that at the same Time an Account was taken of the Debts and other Engagements of the said Copartnership, and that such Debts and other Engagements amounted to the Sum of Seven thousand Pounds, and that it also appeared by the said Second Schedule that the net Value of the Capital Stock of the said Copartnership, after deducting the Amount of the Debts and other Engagements of the said Copartnership, amounted to One hundred and fourteen thousand six hundred and forty-eight Pounds Fourteen Shillings and Two-pence; and that it was by the same Indenture witnessed, that, in consideration of the Premises, and of the mutual Trust and Confidence which the said *Thomas Henry Lord Ravensworth*, the said *James Archibald Stuart Lord Wharncliffe*, and the said *William Hutt* and *Mary Dowager Countess of Strathmore* his Wife, *Henry Jadis*, *James Farrer Steadman*, and *Sir John Dean Paul* had and reposed in each other, it was thereby covenanted and agreed between and by the same Parties, with the Consent and Approbation of the said *John Bowes* (signified by his being a Party to and executing the same Indenture), in manner following; that is to say, that they the said *Thomas Henry Lord Ravensworth*, the said *James Archibald Stuart Lord Wharncliffe*, and the Trustees or Trustee for the Time being interested in or entitled to the said Partnership Collieries under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, should and would be and continue Copartners under the said Firm of "*Lord Ravensworth and Partners*" in winning and working the Collieries and Parts of Collieries and Coal Mines specified in the First Schedule thereunder written, and vending the Produce thereof, and in the Lands and Farms also specified in the said First Schedule, and in all Transactions and Things relating thereto respectively, for the Term, and in the Manner, and subject to the Covenants, Agreements, and Provisions therein-after mentioned and contained; and that the said Copartnership should continue for the Term of Thirty Years, computed from the Twenty-fifth Day of *November* One thousand eight hundred and twenty-five, determinable nevertheless at the first Ten or Twenty Years of the said Term on Six Calendar Months Notice in Writing being given by the Partner or Partners wishing to put an end to the said



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*Bowes' Estate.*

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said Copartnership to the other or others of them, but if such Notice should be given by the Parties thereto of the Third Part, then such Notice should be with the previous Consent in Writing of the Person or Persons who should at the Time of such Notice be beneficially entitled to the Estate of the said *John Bowes* late Earl of *Strathmore*; that the Capital Stock of the said Copartnership should consist of the several Collieries, Farms, Lands, and Hereditaments respectively specified in the Third Part of the First Schedule thereunder written, and also of the Effects, Articles, and Things then being in or upon or used and employed in working and carrying on the Collieries, Farms, Lands, and Hereditaments specified in the First Schedule thereunder written, and that the Value of the Capital Stock of the said Copartnership should, as between the said Partners, be in the first instance considered the Sum of One hundred and twenty-one thousand six hundred and forty-eight Pounds Fourteen Shillings and Two-pence, according to the Account and Valuation which was taken and made as therein-before recited, a Summary of which said Account and Valuation was specified in the Second Schedule thereunder written; that the said *Thomas Henry* Lord *Ravensworth*, the said *James Archibald Stuart* Lord *Wharnccliffe*, and the said Trustees or Trustee for the Time being of the Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, should be interested in and entitled to the Capital Stock of the said Copartnership, and also during the said Term the Collieries, Lands, and Hereditaments specified in the First and Second Parts of the First Schedule thereunder written, and all Gains and Profits arising from the said Copartnership Concerns in the Shares and Proportions following, (that is to say,) the said *Thomas Henry* Lord *Ravensworth* should be interested in and entitled to One equal Third Part or Share thereof, the said *James Archibald Stuart* Lord *Wharnccliffe* should be interested in and entitled to another equal Third Part or Share thereof, and the said Trustees or Trustee for the Time being of the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* should be interested in and entitled to the remaining One equal Third Part or Share thereof; that the said Trustees or Trustee for the Time being of the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore* should not be considered as separate and distinct Partners, and interested in separate and distinct Parts or Shares in the Capital Stock of the said Copartnership and the Gains and Profits thereof, but should be considered as One Partner only, and interested only in respect of One entire Third Part or Share in the Capital Stock of the said Copartnership, and of the Gains and Profits thereof, and that in every Case where there should be more than Two such Trustees, and there should be a Difference of Opinion amongst them upon any Matter or Thing concerning the Copartnership, the Majority of them should bind and conclude the Trustees or Trustee who should



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should dissent; that the clear Gains and Profits arising from the Business of the said Copartnership, after Payment of the Rents, Taxes, Charges, and Impositions payable in respect of the Copartnership Collieries, Farms, Lands, and Hereditaments, and also of the Collieries, Farms, Lands, and Hereditaments specified in the First and Second Parts of the First Schedule thereunder written, and of the Salaries, Wages, and Maintenance of Agents, Clerks, Workmen, and Servants employed in working and carrying on the said Copartnership Concerns, and of all other Costs, Charges, Losses, Damages, and Expenses which should be incurred or sustained in relation thereto, should be received and taken by the said *Thomas Henry Lord Ravensworth*, the said *James Archibald Stuart Lord Wharnclyffe*, and the said Trustees or Trustee for the Time being of the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, at such Times, and to such Amount at each of such Times, as a Majority of the said Partners should from Time to Time agree upon; that all the Rents, Taxes, Charges, and Impositions payable in respect of the said Copartnership Collieries, Farms, Lands, and Hereditaments, and also of the Collieries, Farms, Lands, and Hereditaments specified in the First and Second Parts of the First Schedule thereunder written, and the Salaries, Wages, and Maintenance of all Agents, Clerks, Workmen, and Servants to be employed in working and carrying on the said Copartnership Concern, and all other Costs, Charges, Losses, Damages, and Expenses which should be incurred or sustained in relation thereto respectively, should be borne and paid by and out of the Capital Stock of the said Copartnership, and of the Gains and Profits arising from the said Copartnership Concern, and in case the said Capital Stock, Gains, and Profits should prove insufficient, then by the said *Thomas Henry Lord Ravensworth*, the said *James Archibald Stuart Lord Wharnclyffe*, and the said Trustees or Trustee for the Time being of the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, in the Shares and Proportions in which they were respectively interested in and entitled to the said Capital Stock of the said Copartnership as aforesaid; that within the Space of Twelve Calendar Months after the Expiration or sooner Determination of the said Copartnership an Account in Writing should be stated and settled by and between the said Partners of all the Capital Stock, Debts, and Effects of or belonging to the said Copartnership, and also of all Debts due and owing from or by the said Copartnership, and upon the furnishing of such last-mentioned Account the said Partners should forthwith make due Provision for the Payment and Satisfaction of all such Debts and Engagements as should then appear to be due from the said Copartnership, and the Balance of the Capital Stock, Debts, and Effects, and the Profits thereof, and the Matters to be included in such general Account,

[*Private.*]

should,



*Bowes' Estate.*

should, after making such Provision as aforesaid, be divided into Three equal Parts, and One of the said Three equal Parts should be allotted to the said *Thomas Henry Lord Ravensworth*, his Executors, Administrators, or Assigns, One other of the said Three equal Parts to the said *James Archibald Stuart Lord Wharnccliffe*, his Executors, Administrators, or Assigns, and the remaining One equal Third Part to the said Trustees or Trustee for the Time being of the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, and the Collieries, Lands, and Hereditaments specified in the First and Second Parts of the First Schedule thereunder written should revert to the Parties entitled thereto, according to their respective Estates, Rights, and Interests therein, and after making such Division and Allotment as aforesaid such Instruments in Writing should be executed by the said Partners respectively for facilitating the getting in of the outstanding Debts and Effects of the said Copartnership, and for indemnifying each other touching the Premises, and for vesting the sole Right and Property in the respective Shares of and in the said Capital Stock, Debts, and Effects in the Partners respectively to whom such respective Shares should upon such Division be allotted, and for releasing each other from all Claims on account of the said Copartnership, as are usual in Concerns of the like Nature; that it should be lawful for each of them the said *Thomas Henry Lord Ravensworth* and *James Archibald Stuart Lord Wharnccliffe*, by his Will, or any Codicil thereto, to bequeath to or in trust for any Person or Persons whomsoever his Share in the said Copartnership, and in the Capital Stock, Debts, and Effects of or belonging to the said Copartnership, and the Gains and Profits thereof; that if either of them the said *Thomas Henry Lord Ravensworth* and *James Archibald Stuart Lord Wharnccliffe* should die during the Continuance of the said Copartnership without making any such Bequest as aforesaid of his Share in the said Copartnership, or if the Executor or Executors either of the said *Thomas Henry Lord Ravensworth* or of the said *James Archibald Stuart Lord Wharnccliffe*, as the Case might be, should not, within Six Calendar Months next after his Decease, assent to the Bequest of his said Share, then and in such Case the Copartnership should, as to the One of them who should so die, be considered at an end from the Time of his Death, but not so as to determine or prejudice the Right of the other Partners to work and carry on the said Collieries, Lands, and Hereditaments specified in the First or Second Parts (as the Case might be) of the First Schedule thereunder written during the Remainder of the said Copartnership, and the Share of the Partner who should so for the Time being die should thereupon be sold and disposed of by the Executor or Administrator or Executors or Administrators of such deceased Partner,



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and the Heir or Devisee of the Real Estate of such deceased Partner should, when required so to do by the Executor or Administrator or Executors or Administrators of such deceased Partner, concur in the Sale of such Share, it being thereby intended, that, as between the Real and Personal Representatives of such deceased Partner, the whole of the said Share should be considered as Personal Estate, but the said Share should not be sold and disposed of to any Person or Persons except the surviving or continuing Partners, or One of them, until the Expiration of Six Calendar Months, to be computed from the Death of such deceased Partner, unless the surviving or continuing Partners should have previously declined to become the Purchasers of the same; that in case any Person not being a Partner or Partners should purchase the Share of any Partner who should give Notice of his Desire to sell and dispose of the same as thereinbefore was mentioned, or should purchase the Share of any deceased Partner, then the Person purchasing the same should pay to the Person or Persons for the Time being entitled to the Collieries, Lands, and Hereditaments specified in the First and Second Parts (as the Case might be) of the First Schedule thereunder written, in remainder or reversion immediately on the Expiration or sooner Determination of the said Copartnership, all Rents, Dues, Royalties, and Sums of Money which on such Purchase should be agreed to be paid during the Continuance of the said Copartnership for the winning, working, and carrying on of the same; that nothing therein contained should extend or be construed to extend to charge or render liable the said Parties thereto of the Third Part, or other the Trustees or Trustee for the Time being interested or entitled to the said Partnership Collieries under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, or any of them, in their respective personal or individual Capacities, or their own respective proper Estates and Effects, as between themselves respectively, or their respective Heirs, Executors, and Administrators, and the said other Parties thereto respectively, and their respective Heirs, Executors, and Administrators, but the said Indenture should be deemed and taken to apply to the said Parties thereto of the Third Part, and other the Trustees or Trustee for the Time being of the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* in their respective Capacities only as such Trustees as aforesaid, and to charge them as such in respect only of the Estate and Effects of the said *John Bowes* late Earl of *Strathmore*, anything therein contained or to be inferred to the contrary notwithstanding; and in the now-reciting Act of Parliament further reciting the said Copartnership entered into by the said Indenture of the Third Day of *May* One thousand eight hundred and thirty-four was carried on by the said *Thomas Henry* Lord *Ravensworth*, the said *James Archibald Stuart* Lord *Wharncliffe*, and the Trustees for the Time being of the Will and Codicils of the said

*John*

Further  
Recitals of  
Act  
10 & 11 Vict.  
c. 14.



*Bowes' Estate.*

*John Bowes* Earl of *Strathmore* deceased, down to the Time of the Death therein-after mentioned of the said *James Archibald Stuart* Lord *Wharncliffe*; and therein reciting that the said *James Archibald Stuart* Lord *Wharncliffe* departed this Life in or about the Year One thousand eight hundred and forty-five intestate, leaving the Right Honourable *John Stuart* now Lord *Wharncliffe* his Heir at Law him surviving, and that by reason of the said late Lord *Wharncliffe* not having made any Bequest of his Share in the Copartnership, such Copartnership, under the Provisions in that Behalf contained in the said lastly-recited Indenture determined, from the Time of his Death, and that the Share of the said *James Archibald Stuart* Lord *Wharncliffe* deceased of and in the said Copartnership had not then been sold or disposed of, and that ever since the Death of the said *James Archibald Stuart* Lord *Wharncliffe* deceased the Copartnership had been managed by the Agents of the said late Copartnership in the same Manner as they were carried on in the Lifetime of the said *James Archibald Stuart* Lord *Wharncliffe* deceased; and reciting that the said *William Hutt* and *Mary* Dowager Countess of *Strathmore* in right of the said Countess, *Henry Jadis*, and Sir *John Dean Paul* Baronet, as surviving Trustees under the Will of the said *John Bowes* late Earl of *Strathmore*, and *George Witham*, *Thomas Wheldon*, and *Edward Western*, as Trustees under the said before-recited Act, or some of them, were seised, possessed, or interested of and in the Coal Fields, Collieries, Messuages, Buildings, Lands, and Hereditaments specified in the First Schedule thereto, and also of and in the Coal Fields, Collieries, Lands, and Hereditaments specified in the Second Schedule thereto, the Premises comprised in such Second Schedule being the Premises lately subject to be worked and used by the said late Copartnership during the Continuance thereof, in pursuance of the Provisions in that Behalf contained in the said Partnership Deed of the Third Day of *May* One thousand eight hundred and thirty-four; and reciting that the Capital Stock of the said Copartnership consisted of the Manors, Coal Fields, Collieries, Farms, Messuages, Buildings, Lands, and Hereditaments specified in the Third Schedule thereto, and also of divers Chattels and Effects, including the unsold Produce of the Collieries, Lands, and Premises worked by or belonging to the said Copartnership, Engines, Machinery, Horses, Waggons, Waggonways, Ropes, Corves, and other Mining and Farming Implements and Utensils; and reciting that an Account had been taken and a Valuation made of the Capital Stock of the said Copartnership, including as well the Collieries, Lands, and Hereditaments of the said Copartnership, as also the said Partnership Chattels and Effects, and that an Account had likewise been taken of the Debts and Liabilities of the said Copartnership which under and by virtue of the said Partnership Deed were made payable out of the Collieries, Lands, and Hereditaments, and other the Capital Stock of the said Copartnership,

and



*Bowes' Estate.*

and that a Summary of such Valuation and Accounts was set forth in the said Third Schedule thereto annexed, and that the Coal Fields and Collieries, and the several Closes of Land, Tenements, and Hereditaments, described in the said First, Second, and Third Schedules thereto, all lay detached, and situate at a considerable Distance from each of the said Three principal Estates of the said *John Bowes* late Earl of *Strathmore*; and reciting that it would be greatly for the Advantage of all the Persons interested in the settled Estates under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* if the same Premises could be sold, but that such Sales could not (as to a great Part thereof) be effected promptly or advantageously otherwise than in comparatively small Parcels; and reciting that some of the Premises described in the Schedules thereto annexed were undivided Parts or Shares of Lands held by the Trustees under the said Will and Codicils as Tenants in Common with other Persons, and that in order ultimately to effect an advantageous Sale thereof it was desirable that the said Trustees should be empowered to purchase the undivided Parts or Shares so as aforesaid held by other Persons, to the end that the Entirety of such Lands might be eventually sold; and reciting that considerable Portions of the Lands and Hereditaments thereby authorized to be sold were subject to certain subsisting Mortgages created by the said Testator, and that inasmuch as such Mortgages respectively comprised Lands greater in Extent than those which it might be advantageous to include in any One distinct Sale, and were made for securing Monies larger in Amount than the whole of the Purchase Monies which might be produced by such One distinct Sale, it was impracticable to effect Sales of small Portions of the same Premises without providing Means for discharging the same from the said subsisting Mortgages; and reciting that under the Circumstances aforesaid it would be greatly for the Advantage of all Persons interested in the said settled Estates under the said Will and Codicils if the said Trustees were empowered to raise Monies in manner therein-after provided for the Payment of the said Mortgages, and shift the same from the Lands on which they were charged to other Lands subject to the same Uses and Trusts; and reciting that since the original Formation of the said Copartnership, and also since the Death of the said *John Bowes* late Earl of *Strathmore*, a large and constantly increasing Amount of Capital had been employed in the Coal Trade in the North of *England*, and that in very many Instances such Capital was employed by Persons well acquainted with the Business of winning and vending Coal, who directed their Time and Attention to the Superintendence and Management of the Works, and by such Capitalists Collieries in the North of *England* could be worked very much more advantageously than by those who were unable or unwilling to devote their Time and Attention to the Management and Superintendence of such Business; and reciting that

[*Private.*]



*Bowes' Estate.*

none of the Persons then interested in the said Copartnership Collieries, Lands, and Hereditaments were willing to devote their Attention to the Business of winning and vending Coal; and reciting that the Persons interested in Lord *Wharncliffe's* Share of the said Partnership Collieries and Estates were desirous to exercise their said Power of Sale, but they, and also the said *John Stuart* now Lord *Wharncliffe*, were unwilling to continue carrying on the said Partnership Business and Coal Trade, or to concur with the said Lord *Ravensworth* and the Trustees and Executors under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* in letting the said Collieries, Lands, and Hereditaments, or any Part thereof; and reciting that the said Lord *Ravensworth* was not desirous to continue carrying on the said Partnership Business and Coal Trade upon its then Footing, and was unwilling to let his Share in any of the said Copartnership Collieries, Lands, and Hereditaments, but that he was ready to sell the same, or Portions thereof, as and when Opportunities for that Purpose might occur, and that he would also be willing, jointly with the said Trustees and Executors under the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, to purchase the Share of the said late Lord *Wharncliffe* in some Portions of the said Copartnership Collieries, Lands, and Hereditaments, if such Purchase could be effected upon favourable Terms; and reciting that the Sale of the said late Lord *Wharncliffe's* undivided Share in the Copartnership Collieries, Lands, and Hereditaments to any Person or Persons other than to surviving Partners of the said Firm, especially in the event of such Sale being made to several Purchasers, would occasion great Inconvenience and Loss to the Persons interested in the other Shares, unless the Sale of such other Shares could be effected at the same Time; and reciting that, on account of the Contiguity of several of the said Copartnership Collieries to others of them, and the Convenience of working them, or some of them, under the same Management, the aggregate Value of the said Copartnership Collieries, Lands, and Hereditaments was much greater than would be the Value of Three separate and divided Third Parts thereof, inasmuch as such separate and divided Third Parts could not be either let or worked advantageously, and that under the Circumstances aforesaid a Partition of the said Copartnership Collieries, Lands, and Hereditaments would be extremely prejudicial to all Persons having any Estate or Interest therein; and reciting that under the Circumstances aforesaid the said Lord *Ravensworth*, and the Parties interested in the said Lord *Wharncliffe's* Share of the said Partnership Collieries and Estates, would readily make Sale of their respective Shares and Interests in the said Copartnership Collieries, Lands, and Hereditaments, or Portions thereof, as Opportunities might occur, concurrently with the Trustees, Executors, and Executrix  
under



*Bowes' Estate.*

under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, so as to vest the Entirety of the Premises so sold in the Purchaser or Purchasers thereof, and that the said Trustees, Executors, and Executrix of the said *John Bowes* late Earl of *Strathmore* would willingly join in so selling the said Collieries, Lands, and Hereditaments, but (although they had such Power of Exchange as is hereinbefore set forth) they had no Powers under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* to sell the same or any Part thereof; and reciting that the Coal Fields, Lands, and Hereditaments comprised in the said Second Schedule thereto were of small Extent, and intermixed with the Collieries and Lands of the said Copartnership, and under such Circumstances they could not be profitably worked or let by the Trustees and Executors of the said *John Bowes* late Earl of *Strathmore*, but they might be sold advantageously, especially if the Sale thereof were effected concurrently with a Sale of the neighbouring Collieries and Lands belonging to the said Copartnership; and reciting that under the Circumstances aforesaid it would be greatly for the Benefit of the Persons interested or thereafter to become interested under the Limitations contained in the said Will of the said Testator, and would tend to effectuate the general Wishes of the said Testator with respect to the Aggrandisement of his Three principal Estates, the *Streatlam Castle* Estate, the *Gibside* Estate, and the *Yorkshire* Estate, if the said Coal Fields, Collieries, Messuages, Buildings, Lands, Hereditaments, and Premises described in the said First and Second Schedules thereto, and the One Third Share belonging to the Estate of the said *John Bowes* late Earl of *Strathmore* of and in the Coal Fields, Collieries, Lands, Hereditaments, and Premises described in the said Third Schedule thereto, and of and in the Mining Stock, Chattels, and Effects of the said Copartnership, were vested in Trustees upon trust to sell the same or any Part or Parts thereof as and when Opportunities for that Purpose might occur, and if the Purchase Monies to be produced by such Sale or Sales were applied in manner therein-after declared of and concerning the same; and reciting that the said *George Witham*, *Thomas Wheldon*, and *Edward Western* were fit and proper Persons to act in the Trusts thereby in them reposed, and were willing to act therein accordingly; it was by the Act of Parliament now in recital enacted, that from and immediately after the passing thereof all the Lands and Hereditaments and all other Premises comprised in the Schedules thereto annexed, with all and every the Rights, Members, and Appurtenances thereto belonging, should be vested in and settled upon, and the same were thereby vested in and settled upon, the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, and their Heirs, Executors, Administrators, and Assigns, according to the several Natures and Tenures of the same Premises respectively, freed and absolutely acquitted, exonerated, and discharged of and from all and every

Enactment of  
10 & 11 Vict.  
c. 14.

the



*Bowes' Estate.*

the Uses, Estates, Trusts, Entails, Remainders, Limitations, Bequests, and Conditions, Powers, Charges, and Provisoos, and Declarations, declared in and by the therein-before recited Will and Codicils of the said *John Bowes* then late Earl of *Strathmore*, and from all Trusts arising under such Will and Codicils by Implication of Law or Equity, but subject and without Prejudice to any Mortgage or Incumbrance specifically charged upon the said Premises or any Part thereof, and then subsisting thereon, and also subject to any existing Leases of the same Premises, upon the Trusts, and subject to the Powers, and to and for the Ends, Intents, and Purposes, therein-after expressed and declared of and concerning the same, that is to say, upon trust that the said *George Witham*, *Thomas Wheldon*, and *Edward Western*, or the Survivors or Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should, when and as soon as they should think fit, with such Consent as therein mentioned, absolutely sell and dispose of the said Hereditaments and Premises so thereby vested in them or any Part thereof, with their Appurtenances, and upon Payment of the Money arising from such Sale should, on Completion of such Sale, convey, assign, surrender, or assure, and deliver Possession of the said Lands and Hereditaments, Mining Stock, Effects, and Premises, so to be sold, unto and to the Use or according to the Direction of the Purchaser or Purchasers thereof; and by the now-reciting Act of Parliament it was also enacted, that for the Purpose of discharging any Mortgage or Incumbrance affecting the Inheritance of any of the Lands or Hereditaments so as aforesaid settled upon the said *John Bowes* for his Life, with such Remainders over as aforesaid, or for the Purpose of effecting any of the Purchases thereby authorized, it should be lawful for the Trustees or Trustee for the Time being acting in the Execution of the Trusts thereby declared, with such Consent as aforesaid, to raise out of any or on any Part of the Lands and Hereditaments comprised in the said Three Schedules thereto annexed such Sum or Sums of Money as such Trustees or Trustee should from Time to Time think fit, and that (upon such Money being paid into the Bank of *England* as thereby directed) the said Trustees or Trustee should execute such Mortgage or Mortgages, either in Fee or for a Term or Terms of Years, of any Part of the Lands or Hereditaments comprised in the said Three Schedules thereto annexed, as might be proper or necessary for the Purpose of securing to the Person or Persons who might advance the Monies so to be raised or any Part thereof, his, her, or their Executors, Administrators, or Assigns, the Repayment of the same, together with Interest not exceeding Five *per Cent. per Annum*, and that the Monies advanced upon such Security should be paid into the Bank of *England* in manner therein prescribed; and it was also enacted, that if and so often as any Person entitled to the Benefit of

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*Bowes' Estate.*

any subsisting Mortgage or Incumbrance affecting the Inheritance of the said settled Estates, or of any Part thereof, should agree to accept a valid Mortgage upon any Part of the Lands or Hereditaments comprised in the said Three Schedules thereto annexed, in lieu of his or her Security upon any other Part of the said settled Estate, it should be lawful for the said *George Witham, Thomas Wheldon, and Edward Western*, their Heirs, Executors, Administrators, and Assigns, to execute to such Person as last aforesaid, or such other Person or Persons as he or they should direct, such Mortgage or Mortgages, either in Fee or for a Term or Terms of Years, of any Part of the Lands and Hereditaments comprised in the said Three Schedules thereto annexed, as might be necessary for securing to the Person so entitled as last aforesaid, and his or her Executors, Administrators, or Assigns, Repayment of the Principal Sum secured by such subsisting Mortgage or Incumbrance as aforesaid, with Interest, to be computed from the Time of making the substitutional Mortgage, at any Rate not exceeding Five *per Centum per Annum*; and in the said Act were contained Provisions for Payment and Application of the Monies to be produced by such Sales or Mortgages; and it was thereby further enacted, that after the said *Henry Jadis* should have signified his Consent to the Act now in recital as thereafter provided, all Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, and Things, relating to the said Trust Estate, although executed, signed, made, and done only by the said *Mary Dowager Countess of Strathmore* and *Sir John Dean Paul*, should be as valid and effectual to all Intents and Purposes whatsoever as if the said *Henry Jadis* had joined in and executed such Leases, Conveyances, Assurances, Contracts, Receipts, and other Acts, Deeds, Matters, and Things, as well as the said *Mary Dowager Countess of Strathmore* and *Sir John Dean Paul*; and by the said Act now in recital, after reciting that the said *Henry Jadis* was then travelling abroad, and had not appeared personally to testify his Consent thereto, it was enacted, that the Act now in recital should not, nor should any of the Provisions therein contained, operate or be of any Effect as against the said *Henry Jadis*, or against any Person or Persons claiming by, from, through, or under him, until the said *Henry Jadis* should signify his Consent to the Act now in recital by Writing under his Hand, testified by One or more Witness or Witnesses, and such Writing should be enrolled in Her Majesty's High Court of Chancery within Two Years after the passing of the said Act, and from and after the Enrolment of such Consent the same should be deemed and taken as Part and Parcel of the said Act now in recital, and should be as conclusive and binding upon the said *Henry Jadis*, and all Persons claiming by, through, from, or under him, as if such Consent or Acceptance had been obtained and proved before the passing of the said Act now in recital, and that such Consent might be in the Form

[*Private.*]



*Bowes' Estate.*

or to the Effect therein set forth: And whereas the Lands and Hereditaments respectively comprised in the Three Schedules hereto annexed correspond with those comprised in the said Three Schedules annexed to the said Two recited Acts of Parliament, except that the Hereditaments which have been sold and conveyed to Purchasers since the passing of the said herein-before recited Acts are not set out in the Schedules to this Act, and except also that certain Lands which were omitted in the First Schedule to the said lastly-recited Act are inserted in the First Schedule to this Act; that is to say, "Parish of *Gainford*, County of *Durham*, Occupier the Duke of *Cleveland*, Land between the "River *Tees* and *Marwood Park Wall*, annual Rent Eleven Shillings "and Four-pence; in the same Parish, Occupier *George White*, New "Field and *Little Moor* Allotment, Four Acres Two Roods and Thirty- "two Perches; and in the same Parish, Occupiers *Ann Harrison* and "others," Fee-farm Rents amounting to One Shilling and Sixpence; and except that an Estate described as the Farm and Royalty called *Midgeholme at the Team*, in the Parish of *Whickham*, in the Occupation of containing Thirty-three Acres and Twelve Perches, and an Estate described as a Close or Field of Land called *Greenfield*, at *Gateshead* in the Parish of *Gateshead*, containing Ten Acres, which were by Mistake omitted in the Third Schedule to the last-recited Act, are inserted in the Third Schedule to this Act: And whereas after the passing of the said last-recited Act of Parliament, that is to say, on the Eighth Day of *September* One thousand eight hundred and forty-seven, the said *George Witham* departed this Life: And whereas by an Order of the Court of Chancery, bearing Date the Twelfth Day of *June* One thousand eight hundred and forty-nine, and made and intituled in the said Suit of *Bowes* versus the Dowager Countess of *Strathmore* and others, and certain Suits of Revivor and Supplement reviving and continuing the same, and also in Two other Suits, wherein *Thomas Raikes*, *Robert Raikes*, and *Thomas Digby* were Plaintiffs, and in one of which the said *John Bowes*, *Thomas George Lyon Bowes* now Earl of *Strathmore*, *William Hutt* and the said *Mary Dowager Countess* of *Strathmore* his Wife, *Henry Jadis*, Sir *John Dean Paul*, *Robert Sayer*, *Isaac Walker*, *Thomas Wheldon*, and *Edward Western* were Defendants, and in the other of which the said *Thomas George Lyon Bowes* Earl of *Strathmore*, *William Hutt* and *Mary Dowager Countess* of *Strathmore* his Wife, *Henry Jadis*, Sir *John Dean Paul*, *Robert Sayer*, *John Bowes*, *Isaac Walker*, and *John Wilkinson* were Defendants, and in the Matter of the said last-recited Act of Parliament, it was ordered, amongst other things, that *Edmund Wakefield Mead Waldo*, *Charles Meredith*, and *Philip Reeve*, therein named, should be at liberty to advance and pay to the said *Thomas Raikes*, *Robert Raikes*, and *Thomas Digby*, the Sum of Twenty thousand Pounds, upon a Transfer to them the said *Edmund Wake-*  
*field*

Death of  
George  
Witham.

Order of  
Court of  
Chancery,  
sanctioning  
Transfer of  
Mortgages,  
dated 12th  
June 1849.



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*Bowes' Estate.*

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*field Mead Waldo, Charles Meredith, and Philip Reeve* of a Mortgage Debt or Sum of Twenty thousand Pounds, secured by certain Indentures of Lease and Release by way of Mortgage, bearing Date the First and Third Days of *August* One thousand eight hundred and one, upon the *Hylton Castle* Estate (being Part of the Hereditaments comprised in the First Schedule to the said lastly-recited Act of Parliament), as in the said Order is mentioned, and the Interest due in respect thereof, and the Security for the same; and it was ordered that the said *Thomas Wheldon* and *Edward Western*, the Trustees acting in the Execution of the Trusts of the said Act of Parliament, were to be at liberty, with the Consent of the said *John Bowes*, to raise and borrow from the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve*, on Mortgage of the Hereditaments and Premises comprised in the Security created by the said Indentures of Lease and Release by way of Mortgage of the First and Third Days of *August* One thousand eight hundred and one, the further Sum of Seven thousand Pounds; and it was ordered that the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* were to be at liberty, on or before the First Day of *August* next, to pay the Sum of Seven thousand Pounds into the Bank in the Name and with the Privity of the Accountant General of the said Court of Chancery, to the Credit of "*Ex-parte* the Purchasers and Mortgagees of Part of the settled Estates of *John Bowes* late Earl of *Strathmore*;" and it was ordered that the said *Thomas Wheldon* and *Edward Western* should, on such Payment into the Bank as aforesaid, execute a proper Mortgage Charge or Security for the said Sum of Seven thousand Pounds to the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* of or upon the Hereditaments and Premises comprised in the Security created by the said Indentures of the First and Third Days of *August* One thousand eight hundred and one, subject to the Security thereby made; and it was ordered that the Costs, Charges, and Expenses of all Parties should be taxed, and paid out of the said Sum of seven thousand Pounds in manner in the said Order mentioned, and that the Residue of the said Sum of Seven thousand Pounds which should remain after Payment of the said Costs, Charges, and Expenses should be paid to the said *Thomas Raikes, Robert Raikes, and Thomas Digby*, in part Discharge of a certain other Mortgage Debt or Sum of Fifteen thousand nine hundred and thirteen Pounds Eleven Shillings and Eleven-pence, secured by a certain Indenture of the Third Day of *December* One thousand eight hundred and thirty-five, in the said Order mentioned, upon the *Mickleton* Estate (being Part of the Estates of the said Testator); and it was ordered that the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* should be at liberty to advance and pay to the said *Thomas Raikes, Robert Raikes, and Thomas Digby* the  
Residue



*Bowes' Estate.*

Transfer of  
Mortgages  
made ac-  
cordingly,  
by Inden-  
ture dated  
13th July  
1849.

Residue which would remain of the said Mortgage Debt of Fifteen thousand nine hundred and thirteen Pounds Eleven Shillings and Eleven-pence after such Payment, upon a Transfer thereof, and the Interest to accrue due in respect thereof, and the Security for the same: And whereas, in pursuance of the said last-mentioned Order, by an Indenture bearing Date the Thirteenth Day of *July* One thousand eight hundred and forty-nine, and made between the said *Thomas Raikes, Robert Raikes, and Thomas Digby* of the First Part, the said *John Bowes* of the Second Part, the said *Thomas Wheldon and Edward Western* of the Third Part, and the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* of the Fourth Part, in consideration of Twenty thousand Pounds paid by the said Parties thereto of the Fourth Part to the said Parties thereto of the First Part, a Transfer of the said Mortgage for Twenty thousand Pounds on the *Hylton Castle* Estate was executed to the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve*, by the said *Thomas Raikes, Robert Raikes, and Thomas Digby*; and by the same Indenture, in consideration of the Sum of Seven thousand Pounds then advanced and paid by the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve*, into the Bank, to the Credit of the Accountant General of the said Court of Chancery in the Matter of the said Act of Parliament, the said *Hylton Castle* Estate was charged with the Payment to the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve*, of the said Sum of Seven thousand Pounds and Interest; and by an Indenture bearing Date the said Thirteenth Day of *July* One thousand eight hundred and forty-nine, and made between the said *John Wilkinson* of the First Part, the said *Thomas Raikes, Robert Raikes, and Thomas Digby* of the Second Part, the said *John Bowes* of the Third Part, the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* of the Fourth Part, and *George Browne* of the Fifth Part, the said *Hylton Castle* Estate was assigned to the said *George Browne* for the Residue of a certain Term of Nine hundred and ninety-nine Years therein, in trust for better securing the Payment of the said Sums of Twenty thousand Pounds and Seven thousand Pounds, and Interest, and subject thereto to attend the Inheritance; and by another Indenture bearing Date the Seventeenth Day of *August* One thousand eight hundred and forty-nine, and made between the said *Thomas Raikes, Robert Raikes, and Thomas Digby* of the First Part, the said *William Hutt and Mary Dowager Countess of Strathmore* and *Sir John Dean Paul* of the Second Part, the said *John Bowes* of the Third Part, the said *Edmund Wakefield Mead Waldo, Charles Meredith, and Philip Reeve* of the Fourth Part, the said *John Wilkinson* of the Fifth Part, and the said *George Browne* of the Sixth Part, in consideration of the Sum of Ten thousand six hundred and twelve Pounds Thirteen Shillings and Seven-



*Bowes' Estate.*

Seven-pence to the said *Thomas Raikes*, *Robert Raikes*, and *Thomas Digby* paid by the said *Edmund Wakefield Mead Waldo*, *Charles Meredith*, and *Philip Reeve*, (the Sum of Five thousand three hundred Pounds Eighteen Shillings and Eleven-pence, Residue of their said Mortgage Debt of Fifteen thousand nine hundred and thirteen Pounds Eleven Shillings and Four-pence, having been paid to them by the Accountant General of the said Court of Chancery out of the said Seven thousand Pounds so paid into Court as aforesaid,) a Transfer of the said Mortgage on the *Mickleton* Estate, to the Extent of the said remaining Sum of Ten thousand six hundred and twelve Pounds Thirteen Shillings and Seven-pence, was duly executed by the said *Thomas Raikes*, *Robert Raikes*, and *Thomas Digby* to the said *Edmund Wakefield Mead Waldo*, *Charles Meredith*, and *Philip Reeve*: And whereas the said Transfer of the said Mortgage on the *Hylton Castle* Estate, and the Charge made by the Trustees of the said last-recited Act of Parliament on the same Estate, were made on the Faith and Belief that the said *Henry Jadis* then already had or would in due Time testify his Consent to the said last-recited Act of Parliament in the Manner provided for by the same Act, and that thereupon the same Act would become and be a binding and efficient Act as against the said *Henry Jadis*: And whereas the said *Henry Jadis* was, at the Time of the passing of the last-recited Act of Parliament, residing, and had for many Years previously, and has ever since, resided abroad, and hath not consented or testified his Consent to the said last-recited Act of Parliament; and, under the Circumstances aforesaid, Doubts are entertained whether the Conveyances and Acts made and done by the Trustees of the said last-recited Act of Parliament are not defective: And whereas, by reason of the said *Henry Jadis* not being a Resident in this Country, it is highly inconvenient and expensive to have to communicate with him in Matters relative to the Sale or Management of the said Testator's Estates and Partnership Collieries: And whereas the said *Thomas Wheldon* departed this Life on the Twenty-sixth Day of *January* One thousand eight hundred and fifty, leaving the said *Edward Western* the sole surviving Trustee of the herein-before recited Acts of Parliament: And whereas by a Deed Poll bearing Date the Eighteenth Day of *April* One thousand eight hundred and fifty, under the Hand and Seal of the said *John Bowes*, in pursuance of a Power enabling him in that Behalf contained in the said last-recited Act of Parliament, he the said *John Bowes* nominated and appointed the Honourable *Claude Bowes Lyon* of Her Majesty's Second Regiment of Life Guards, and the before-named *William Hutt*, to be Trustees of the said last-mentioned Act of Parliament, in the Room and Place of the said *George Witham* and *Thomas Wheldon*, for all the Trusts and Purposes and with all the Powers and Authorities expressed and contained in the therein-before recited Act of

[*Private.*]

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Parliament,

Death of  
Thomas  
Wheldon.Appoint-  
ment of new  
Trustees,  
by Deed Poll  
dated 18th  
April 1850.



*Bowes' Estate.*

Settlement  
on the Mar-  
riage of  
Thomas  
George Lyon  
Bowes Earl  
of Strath-  
more, dated  
29th April  
1850.

Parliament, so far as the same Trusts, Purposes, Powers, and Authorities were then subsisting undetermined and capable of taking effect: And whereas by an Indenture bearing Date the Twenty-ninth Day of *April* One thousand eight hundred and fifty, and made or expressed to be made between the said *John Bowes* of the First Part, the said *Thomas George Lyon Bowes* Earl of *Strathmore* of the Second Part, the said *Claude Bowes Lyon* and the Honourable *Robert Grimston* of the Third Part, the said *William Hutt* and *Edward Western* of the Fourth Part, and *James Western* Esquire of the Fifth Part, (being a Settlement made previous to and amongst other Considerations in consideration of the Marriage then intended to be and soon afterwards solemnized between the said *Thomas George Lyon Bowes* Earl of *Strathmore* and the Honourable *Charlotte Maria Barrington* Spinster,) it is witnessed, that the said *Thomas George Lyon Bowes* Earl of *Strathmore*, with the Consent of the said *John Bowes* as Protector of the Settlement (testified as therein mentioned), did by the said Indenture now in recital, then intended to be and since enrolled in Her Majesty's High Court of Chancery, pursuant to the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, grant and confirm unto the said *Claude Bowes Lyon* and *Robert Grimston*, and their Heirs, all the Freehold Manors, Messuages, Lands, Tenements, and Hereditaments therein mentioned, being such as were devised by the therein and herein-before recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, and the undivided Moiety of the Manor of *Cotharstone*, and the Entirety of the Lands and Hereditaments respectively comprised in the Second Part of the Third Schedule thereunder written, and which were purchased out of the Monies arising from the Sales made under some or one of the Acts for making the Approaches to *London Bridge*, and in the said Indenture now in recital stated to be Part of the *Yorkshire* Estate, and also all the Lands and Hereditaments comprised in the Fifth Schedule thereunder written, being the same Lands and Hereditaments as are comprised in the Second Schedule to the first herein-before recited Act, and which have been purchased by the Trustees of the said Term of One thousand Years created by the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, (except only out of the said Indenture now in recital such of the Hereditaments and Premises devised by the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore* as had been sold since his Decease, and also except out of the said Indenture now in recital the undivided Third Part of the Estates held by the said *John Bowes* late Earl of *Strathmore* in Partnership with Lord *Ravensworth* and others,) and the Particulars of the Hereditaments and Premises therein-before mentioned and devised by the said Will and Codicils of the said *John Bowes* late Earl of *Strathmore* (except as therein-before excepted) are for the most  
part



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*Bowes' Estate.*

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part set forth in the First and Second Schedules thereunder written, and in the First Part of the Third Schedule thereunder written, and in the First, Second, and Third Parts of the Fourth Schedule thereunder written, and in the said Particulars the Copyhold Hereditaments therein-after covenanted to be surrendered are included, in which said Fourth Schedule are comprised the Manor, Messuages, Lands, Tenements, undivided Parts or Shares and Hereditaments comprised in the First Schedule to this Act, the Moiety of the Collieries, Coal Mines, Coal Pits, and Seams of Coal belonging to the See and Bishoprick of *Durham*, held by Lease for Three Lives from the said Bishop of *Durham*, dated the Fourteenth Day of *July* One thousand eight hundred and forty-eight, being comprised in the Fourth of the Four Parts of which the said Fourth Schedule thereunder written is comprised, together with the Entirety and undivided Parts or Shares thereby granted of and in the Rights, Members, and Appurtenances thereto belonging, to hold the same unto the said *Claude Bowes Lyon* and *Robert Grimston* and their Heirs, absolutely freed and for ever discharged of and from the Estate or Estates in Tail Male of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, and all Estates, Remainders, and Reversions on the Estate or Estates in Tail Male expectant or depending, but subject to the Uses, Estates, Trusts, Powers, Charges, and Mortgages then subsisting prior to the Estate or Estates in Tail Male intended to be thereby barred, except the Trusts for the Application of the Residue of the Rents and Profits in Payment of Charges and Mortgages, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, with, under, and subject to which the said Manors, Hereditaments, and Premises thereby granted and confirmed, or intended so to be, then stood limited and settled; and after the Solemnization of the said then intended Marriage, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, therein expressed and contained of and concerning the same, and in part herein-after mentioned; (that is to say,) to the Use of the said *William Hutt* and *Edward Western*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to be computed from the Day of the Date of the said Indenture now in recital, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes therein-after declared for forming, out of the Rents and Profits comprised in the said Term, an accumulating Fund for paying and discharging the Principal Sums which were then charged upon and then affected the said Manors, Hereditaments, and Premises thereby granted and confirmed, so far as the same might not be discharged or satisfied by any other Means and when and so often as the Fund therein-after provided



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vided for the Renewal of any Lease or Leases for Lives on which any Part of the Hereditaments and Premises the Subject of the Settlement thereby made should be held should be insufficient to pay the whole of the Fine required for the Renewal and the Costs, then upon further Trust, out of the said Rents and Profits, to levy and raise so much of the said Fine and Costs as the said Fund should be insufficient to pay and apply the Money to be so raised towards Payment of the said Fine and Costs; and after the Expiration or sooner Determination of the said Term of One thousand five hundred Years, and subject thereto and to the Trusts thereof, to the Use of the said *Thomas George Lyon Bowes* Earl of *Strathmore* and his Assigns for his Life, without Impeachment of Waste; and immediately after the Decease of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, to the Use of all and every or such One or more exclusively of the other or others of the Children or Child of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, at such Ages, for such Estates or Interests, and if more than One in such Shares, and either absolutely or conditionally, and subject to such Charges, Conditions, Limitations over, and Restrictions to or in favour of any other or others of the said Children, as the said *Thomas George Lyon Bowes* Earl of *Strathmore* should from Time to Time by any Deed or Instrument in Writing, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by Will or any Codicil thereto, direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, and subject thereto, to the Use of the First and every other Son of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Son of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, severally and successively according to their respective Seniorities in Tail; and in default of such Issue, to the Use of the First and every other Daughter of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Daughter of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, severally and successively according to their respective Seniorities in Tail; and in default of such Issue, to the Use of the said *Claude Bowes Lyon* and his Assigns for his Life, without Impeachment of Waste; and immediately after the Decease of the said *Claude Bowes Lyon*, to the Use of the First and every other Son of the said *Claude Bowes Lyon*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Son of the said *Claude Bowes Lyon*, severally and successively according to their respective Seniorities in Tail; and in default



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default of such Issue, to the Use of the First and every other Daughter of the said *Claude Bowes Lyon*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Daughter of the said *Claude Bowes Lyon*, severally and successively according to their respective Seniorities in Tail; and in default of such Issue, to the Use of Lady *Frances Bowes Lyon*, Sister of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, and her Assigns, for her Life, without Impeachment of Waste, and immediately after the Decease of the said *Frances Bowes Lyon*, to the Use of the First and every other Son of the said *Frances Bowes Lyon*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Son of the said *Frances Bowes Lyon*, severally and successively according to their respective Seniorities in Tail; and in default of such Issue, to the Use of the First and every other Daughter of the said *Frances Bowes Lyon*, severally and successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and every other Daughter of the said *Frances Bowes Lyon*, severally and successively according to their respective Seniorities in Tail; and in default of such Issue, to the Use of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, and the Heirs of his Body, with divers Remainders over; and in the said Indenture now in recital are contained Powers to jointure and charge with Portions, and to grant Leases at Rack Rent for any Term not exceeding Twenty-one Years, and Repairing, Building, and Mining Leases, and to make Partition, and to sell and exchange, and to appoint new Trustees; and it is by the said Indenture now in recital further witnessed, that for the Considerations therein-before mentioned the said *Thomas George Lyon Bowes* Earl of *Strathmore* did covenant with the said *Claude Bowes Lyon* and *Robert Grimston*, their Executors and Administrators, that he the said *Thomas George Lyon Bowes* Earl of *Strathmore* would, at or before the next Courts to be held for the Manors of which the Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments therein-after mentioned are Parcel, at his own Costs and Charges, with the Consent of the said *John Bowes*, as Protector of the Settlement, surrender or cause to be surrendered into the Hands of the Lords of the said Manors respectively all those the Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments which by the said recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore* were given and devised upon the Trusts and for the Purposes in the said Will, and therein and herein-before mentioned, with their Appurtenances, to hold the same, at the Will of the Lords of the said Manors respectively, by the Rents and Services therefore due and of Right accustomed, absolutely freed and for ever discharged from the

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Estate or Estates in Tail Male of the said *Thomas George Lyon Bowes* Earl of *Strathmore* therein, and all Estates, Remainders, and Reversions on the said Estate or Estates in Tail Male expectant or depending, but subject to the Estates, Trusts, and Powers then subsisting prior to the Estate or Estates in Tail Male of the said *Thomas George Lyon Bowes* Earl of *Strathmore* intended to be thereby barred, except the Trust for the Application of the Residue of the Rents and Profits in Payment of Charges and Mortgages, to the Use of the said *Claude Bowes Lyon* and *Robert Grimston*, their Heirs and Assigns, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as, with due Regard to the respective Qualities or Natures of the Estates, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations therein-before expressed and contained of and concerning the Freehold Manors, Hereditaments, and Premises therein-before granted and confirmed; and it is by the said Indenture now in recital further witnessed, that for the Considerations therein-before mentioned, and for the nominal Consideration of Ten Shillings, the said *John Bowes*, according to his Estate and Interest therein as Tenant for Life under the said Will of the said *John Bowes* late Earl of *Strathmore*, did grant, and the said *Thomas George Lyon Bowes* Earl of *Strathmore* did grant and confirm, unto the said *James Western*, his Executors, Administrators, and Assigns, all that the undivided Moiety or equal Half Part or Share of the said *John Bowes* late Earl of *Strathmore* of and in the Collieries, Coal Mines, Coalpits, and Seams of Coal and Hereditaments now held by Lease for Three Lives, dated the Fourteenth Day of *July* One thousand eight hundred and forty-six, the Particulars of which are set forth in the Fourth Part of the Fourth Schedule thereunder written, and also in the First Schedule to this Act, and their Appurtenances, which undivided Moiety or equal Half Part or Share passed under the therein and herein-before recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, and was included in the Gift, Devise, and Bequest thereby made by the said Earl of *Strathmore* of all the Leasehold Messuages, Lands, Tenements, and Hereditaments which at the Time of his Decease should belong to him, and should be held either for Lives or for Years determinable on Lives, or for Years absolute, including his Leasehold Colliery at *Norwood*, but excluding his other Leasehold and Partnership Collieries, to hold the same unto and to the Use of the said *James Western*, his Executors, Administrators, and Assigns, for the Lives of the Cestuique vies named in the said Lease of the Fourteenth Day of *July* One thousand eight hundred and forty-six, under which the said Collieries, Coal Mines, Coalpits, Seams of Coal, and Hereditaments were then held, and also for and during the Lives of the Cestuique vies to be named in the future Lease or Leases

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of the said Collieries, Coal Mines, Coal Pits, Seams of Coal, and Hereditaments, and for the Lives and Life of the Survivors or Survivor of such Cestuique vies respectively, discharged from the quasi Estate in Tail Male of the said *Thomas George Lyon Bowes* Earl of *Strathmore* therein, and all Estates, Remainders, and Reversions on the said quasi Estate in Tail Male expectant or depending, upon trust forthwith to convey the said undivided Moiety, Hereditaments, and Premises thereby granted and confirmed, or intended so to be, unto and to the Use of the said *John Bowes* and his Assigns during his Life, by way of Restoration of his Life Estate therein, and the Powers and Privileges thereto annexed and belonging, subject to the Rents and Covenants in the then and every renewed Lease of the said Collieries, Coal Mines, Coal Pits, Seams of Coal, and Hereditaments reserved and contained and to be reserved and contained, and to be respectively paid, observed, and performed on the Part of the Lessees for or in respect of the said undivided Moiety or equal Half Part or Share, Hereditaments, and Premises thereby granted and confirmed, and subject to the said Life Estate, and Powers and Privileges, and to the said Rents and Covenants, and to all other Estates, and all Trusts, Provisions, and Powers then subsisting prior to the quasi Estate in Tail Male of the said *Thomas George Lyon Bowes* Earl of *Strathmore* intended to be thereby barred, except the Trusts for the Application of the surplus Rents and Profits in Payment of Charges and Mortgages, unto and to the Use of the said *Claude Bowes Lyon* and *Robert Grimston*, their Executors, Administrators, and Assigns, for such Lives and Life as aforesaid, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as, with due Regard to the Qualities or Natures of the respective Estates, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations therein-before expressed and contained of and concerning the Freehold Manors, Hereditaments, and Premises thereby granted and confirmed; and in the said Indenture now in recital are contained Provisions for the Renewal of the Lease from Time to Time on the dropping of the Lives of the Cestuique vies, by accumulating a Portion of the Rents and Profits of the undivided Moiety of Hereditaments and Premises, or by Assurance of the Lives of the Cestuique vies, and paying the Premiums out of the said Rents and Profits: And whereas by an Indenture bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and fifty, and made or expressed to be made between the said *James Western* of the First Part, the said *John Bowes* of the Second Part, and the said *Claude Bowes Lyon* and *Robert Grimston* of the Third Part, and indorsed on the herein-before recited Indenture of the Twenty-ninth Day of *April* One thousand eight hundred and fifty, the said *James Western*, in pursuance of the Trusts reposed in  
him



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him by the said last-mentioned Indenture, granted unto the said *John Bowes* and his Assigns all that the undivided Moiety or equal Half Part or Share of the said *John Bowes* late Earl of *Strathmore* by the said last-mentioned Indenture granted and confirmed unto and to the Use of the said *James Western*, his Executors, Administrators, and Assigns, of and in the Collieries, Coal Mines, Coal Pits, and Seams of Coal, and Hereditaments, held by Lease for Three Lives, dated the Fourteenth Day of *July* One thousand eight hundred and forty-six, the Particulars of which are set forth in the Fourth Part of the Fourth Schedule written under the said last-mentioned Indenture, and their Appurtenances, to hold the same to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, to, upon, for, with, under, and subject to which the said undivided Moiety, Hereditaments, and Premises are by the said within-written Indenture directed to be conveyed by the said *James Western*: And whereas the said *Claude Bowes Lyon* and *William Hutt*, as well as the said *Edward Western*, are fit and proper Persons to act in the Trusts hereby in them reposed, and they are willing to act therein accordingly: And whereas the working of the said Copartnership Collieries continues to be unprofitable, and the Estate of the said *James Archibald Stuart Lord Wharnccliffe* is unable to bear and defray its just Proportion of the Losses from Time to Time accruing to the said Partnership, and the Debts and Liabilities of the said Copartnership have been calculated up to the Thirty-first Day of *December* last, and they amount to a Sum of not less than One hundred and ten thousand Pounds; and the said Debts and Liabilities are continually increasing; and the Property of the said Copartnership now consists of the Particulars and is of the Value set forth in the Third Schedule hereto: And whereas large Portions of the Lands devised in strict Settlement by the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* are susceptible of being greatly improved by draining, and some of the Lands to be purchased or taken in Exchange under the Provisions of this Act may be susceptible of the like Improvement; and it is probable that the Commissioners for the Execution of the Act passed in the last Session of Parliament, called "The Private Money Drainage Act, 1849," (herein-after called "The Drainage Commissioners,") may issue their Certificate or Certificates, certifying that a Sum or Sums of Money shall be authorized to be borrowed or advanced under the same Act for the Improvement of some of the Lands so as aforesaid devised in strict Settlement, or some of the Lands to be purchased or taken in Exchange under the Provisions of this Act: And whereas it may be expedient that some of the Monies which may be standing to the Credit of the Accountant General, as herein-after provided, should be advanced to "The Drainage Commissioners," to be applied, in pursuance of the said



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Private Money Drainage Act, 1849, for improving the Lands to be mentioned in such Certificate or Certificates: And whereas it is expedient to amend, enlarge, and consolidate the Provisions contained in the said recited Acts of Parliament, and to confirm and render effectual all Acts done in pursuance of the same Acts of Parliament, or either of them, notwithstanding the clerical Error aforesaid, and notwithstanding the Omission of the said *Henry Jadis* to signify his Consent to the Act of Parliament herein-before lastly recited: And whereas by a Report of the Master in Chancery, bearing Date the Third Day of *May* One thousand eight hundred and fifty, and made in the said original and revived Suits of *Bowes* versus the Dowager Countess of *Strathmore* and others, in pursuance of an Order of Reference, dated the Twenty-second Day of *February* One thousand eight hundred and fifty, in that Behalf, made by his Honour the Vice Chancellor of *England*, the said Master found that it would be for the Benefit of the Parties interested under the Will and Codicils of the Testator *John Bowes* late Earl of *Strathmore* that Application should be made to Parliament for an Act to amend the said Act of the Tenth and Eleventh Years of the Reign of Her present Majesty Queen *Victoria*, Chapter Fourteen, by repealing the Clause of the said Act which requires the Consent of the said *Henry Jadis* to be enrolled in Chancery, and enacting that the said Act, with the Amendments therein to be enacted by the proposed new Act, should be as binding and effectual to all Intents and Purposes upon the said *Henry Jadis* as if he had joined in and assented to the said Act, and also by amending the said Act in giving to the Trustees of the said Act for the Time being further Powers for more easily settling the said Copartnership Affairs, or closing or dissolving the said Partnership, and disposing of the Stock and Effects belonging thereto, and for amending the said Act in the other respects therein-after set forth, and also by amending the said other Act of the Eighth and Ninth Years of the Reign of Her present Majesty Queen *Victoria*, and for thereby obtaining other Powers and Authorities for the Trustees of the said Two Acts, to the Effect therein-after set forth; and that it would be fit and proper, and for the Benefit of the Parties interested as aforesaid, that the before-mentioned Amendments of the said existing Acts, together with the Provisions of the same Acts, should be incorporated into One Act of Parliament, and for that Purpose that the said existing Acts should be repealed, but that all Sales and Transactions already done in pursuance of the said Acts of Parliament or either of them should be confirmed; and that the said Plaintiff should be at liberty to apply for an Act, to be intituled *An Act to enlarge and consolidate the Provisions of Two Acts of Parliament relating to the Estates of John Bowes late Earl of Strathmore*, and that such proposed Act should contain Clauses and Enactments to the Effect therein set forth (being to the Effect of

Report and Order in Chancery approving of this Act, dated 3d May 1840.

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*Bowes' Estate.*

the Clauses and Enactments herein-after contained); and by another Order made in the said Suits of *Bowes* versus *Strathmore* by his Honour the Vice Chancellor of *England*, bearing Date the Seventh Day of *May* One thousand eight hundred and fifty, the said Master's said Report was confirmed, and it was ordered that the Plaintiff should be at liberty to make Application to Parliament for the Purposes in the said Report mentioned, and in accordance with the several and respective Clauses therein mentioned: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Bowes*, the Tenant for Life in possession of the said settled Estates, and the said Right Honourable *Thomas George Lyon Bowes* now Earl of *Strathmore*, 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, That from and immediately after the passing of this Act the said Two herein-before recited Acts of Parliament shall be and the same are hereby accordingly repealed: Provided nevertheless, that all Conveyances, Leases, Acts, Deeds, Matters, and Things heretofore done or executed under or in pursuance of the firstly herein-before recited Act of Parliament, or purporting or intended to be done or executed in pursuance of such Act of Parliament, shall be as valid and effectual to all Intents and Purposes whatsoever as if such Act of Parliament had not been hereby repealed, and as if the Word "or" had in the same Act of Parliament been duly inserted between the Word "Assigns" and the Word "unto," so as aforesaid contained in the First enacting Section thereof; and provided also, that the said Indentures of Transfer, Assurance, and Charge so as aforesaid executed to or in favour of and in trust for the said *Edmund Wakefield Mead Waldo*, *Charles Meredith*, and *Philip Reeve*, and all other Conveyances, Acts, Deeds, Matters, and Things heretofore done or executed under or in pursuance of the lastly herein-before recited Act of Parliament, or purporting or intended to be done in pursuance of such Act of Parliament, shall be as valid and effectual to and for all Intents and Purposes whatsoever as if the said *Henry Jadis* had consented and duly signified his Consent to the said lastly herein-before recited Act of Parliament within the Time and in accordance with the Provision therein in that Behalf limited and contained, and as if the same Act of Parliament had not been hereby repealed.

Repeal of the  
8 & 9 Vict.  
c. 26. and  
of the  
10 & 11 Vict.  
c. 14.;  
but Acts  
done under  
them con-  
firmed.

Premises  
comprised  
in First,  
Second, and  
Third Schedules to this  
Act vested

II. And be it enacted, That from and immediately after the passing of this Act all the Hereditaments and Effects comprised in any of the Three Schedules hereto annexed, including all the Manors, Messuages, Mills, Farms, Lands, Coal Fields, Mines, Collieries, Buildings, Tenements, Wayleaves, Fishings, Waters, Ways, Easements, Here-  
ditaments,



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ditaments, Mining Stock, Chattels, Effects, and Premises, and all the Parts and Shares of Manors, Messuages, Mills, Farms, Lands, Coal Fields, Mines, Collieries, Buildings, Tenements, Wayleaves, Fishings, Waters, Ways, Easements, Hereditaments, Mining Stock, Chattels, Effects, and Premises, described or included in any of the said Three Schedules hereto annexed, with all and every the Rights, Members, and Appurtenances thereto belonging, shall be vested in and settled upon, and the same are hereby vested in and settled upon, the said *Edward Western, Claude Bowes Lyon, and William Hutt*, their Heirs, Executors, Administrators, and Assigns, according to the several Natures and Tenures of the same Premises respectively, freed and absolutely acquitted, exonerated, and discharged of and from all and every of the Uses, Estates, Trusts, Entails, Remainders, Limitations, Bequests, and Conditions, Powers, Charges, Provisoos, and Declarations, declared and contained in and by the herein-before recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore*, and Indenture of the Twenty-ninth Day of *April* One thousand eight hundred and fifty, and of and from all Trusts arising under such Will and Codicils and Indenture, by Implication of Law or Equity, (but subject and without Prejudice to any Mortgages, Charges, or Incumbrances specifically charged upon the said Premises or any Part thereof, and now subsisting thereon, and also subject to any existing Leases of the same Premises,) upon the Trusts, and subject to the Powers, and to and for the Ends, Intents, and Purposes, herein-after expressed and declared of and concerning the same; that is to say, upon trust that they the said *Edward Western, Claude Bowes Lyon, and William Hutt*, or the Survivors or Survivor of them, their or his Assigns, or the Heirs, Executors, or Administrators of such Survivor, (herein-after called "the Trustees or Trustee of this Act,") do and shall, when and as soon as they or he shall think fit, absolutely sell and dispose of or exchange for other Lands and Hereditaments of any such Tenure or Nature as any of the Lands authorized to be purchased by this Act, all or any of the Hereditaments and Effects comprised in any of the said Three Schedules hereto, with their and every of their Appurtenances, and all the Estate and Interest hereby vested in the said Trustees, whether such Estate or Interest be in possession, reversion, remainder, or expectancy, at the Time of any such Sale or Exchange, and also the Building Materials now constituting the Wings of *Hylton Castle* aforesaid (in case the same shall not be previously sold standing), to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent in such Lands and Hereditaments as aforesaid, as may be reasonably had or gotten for the same, and with Power to give or receive any Sum or Sums of Money for Equality of Exchange upon any such Exchange as aforesaid, and to sell the Premises so to be sold as aforesaid either by public Sale or private

in Trustees  
for Sale or  
Exchange.



*Bowes' Estate.*

private Contract, or partly by public Sale and partly by private Contract, and in such Lots and Parcels as may be deemed expedient, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as the said Trustees or Trustee of this Act shall think fit, and to buy in the same Hereditaments and Premises, and also the said Building Materials, or any Part or Parts thereof, at any Sale or Sales by public Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale thereof or of any Part or Parts thereof, and to resell in manner aforesaid the Hereditaments and Premises and Building Materials which shall be so bought in, or as to which the Contract or Contracts shall be so rescinded, without being answerable for any Loss which may be occasioned thereby; but no Sale or Exchange shall be made under the said Trusts without the Consent in Writing of the said *John Bowes* during his Life, and after his Decease without the Consent in Writing of the Person for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of the Premises for the Time being proposed to be sold or exchanged, or (in case of the Person so entitled being an Infant) without the Consent in Writing of his or her Guardian or Guardians; and upon Payment in manner herein-after mentioned of the Money arising from any such Sale, or upon the Execution of the Conveyance of the Premises so to be taken in Exchange, and upon the Money (if any) to be paid for Equality of Exchange being paid in manner herein-after directed, as the Case may be, do and shall, in completion of such Sale or Exchange, convey, assign, surrender, and assure and deliver Possession of the said Lands and Hereditaments, Mining Stock, Effects, Building Materials, and Premises, so to be sold, or so to be given in Exchange, unto and to the Use of the Purchaser or Purchasers thereof respectively, or unto and to the Use of the Person or Persons taking such Premises respectively in Exchange, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Tenure or Quality thereof respectively, or unto or for such other Uses, Intents, or Purposes as he, she, or they respectively shall direct or appoint: Provided always, that all the Hereditaments to be taken in Exchange as aforesaid shall be conveyed, surrendered, assigned, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments and Premises given in Exchange for the same would have stood limited and settled in case such Exchange had not been made, or to Uses, upon and for Trusts, Intents, and Purposes, as near thereto as the Nature and Quality of the Hereditaments so taken in Exchange, and the Circumstances of each Case, will admit.

III. And



*Bowes' Estate.*

III. And be it enacted, That for the Purpose of discharging any Mortgage or Incumbrance affecting the Inheritance of any of the Lands or Hereditaments so as aforesaid devised in strict Settlement by the said Will and Codicils of *John Bowes* late Earl of *Strathmore*, or affecting any Lands or Hereditaments to be purchased or taken in Exchange in pursuance of this Act, or for the Purpose of effecting any of the Purchases hereby authorized, or for paying any Sum or Sums of Money which may be given or paid for Equality of Exchange upon any Exchange hereby authorized, it shall be lawful for the Trustees or Trustee of this Act, with such Consent as aforesaid, to raise, out of any or on any Part of the Lands and Hereditaments comprised in any of the Schedules hereto annexed, such Sum or Sums of Money as such Trustees or Trustee shall from Time to Time think fit; and (upon such Sum or Sums of Money being paid into the Bank of *England* in manner hereby directed) the said Trustees or Trustee shall execute such Mortgage or Mortgages, either in Fee or for a Term or Terms of Years, of any Part of the Lands or Hereditaments comprised in any of the said Three Schedules hereto annexed, as may be proper or necessary, and with or without a Power of Sale, for the Purpose of securing to the Person or Persons who may advance the Monies so to be raised, or any Part thereof, his, her, or their Executors, Administrators, or Assigns, the Repayment of the same, together with Interest thereon at any Rate not exceeding Five *per Centum per Annum*; and the Monies to be advanced upon such Security shall be paid into the Bank of *England* in manner herein-after prescribed.

Power to mortgage Parts of devised Estates for the Purpose of paying off Mortgages charged on other Parts.

IV. And be it enacted, That if and so often as any Person or Persons for the Time being entitled to the Benefit of any then subsisting Mortgage affecting the Inheritance of any of the Lands or Hereditaments so as aforesaid devised in strict Settlement, or any of the Lands or Hereditaments to be purchased or taken in Exchange in pursuance of this Act, shall agree to accept a Mortgage upon any Lands or Hereditaments comprised in any of the said Three Schedules hereto annexed, or upon any Lands or Hereditaments which shall have been purchased or taken in Exchange in pursuance of this Act, in lieu of his, her, or their then subsisting Mortgage, it shall be lawful for the Trustees or Trustee of this Act to execute a valid Mortgage, in Fee or for a Term or Terms of Years, of any Part of the Lands and Hereditaments comprised in any of the said Three Schedules hereunto annexed, and with or without a Power of Sale, for securing to the Person or Persons so entitled as last aforesaid, and his, her, or their Executors, Administrators, or Assigns, Repayment of the Principal Sum secured by the Mortgage agreed to be superseded, with Interest for the same, to be computed on and from the Time of making the substitutional Mortgage, at any Rate not exceeding Five *per Centum per Annum*: Provided always, that upon any such substitutional Mortgage being

Power to charge existing Mortgages on other Lands.

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*Bowes' Estate.*

executed the Hereditaments comprised in the superseded Mortgage shall be duly reconveyed and exonerated from such superseded Mortgage.

Lands to be sold subject to existing Incumbrances, or Purchase Monies may be applied in Payment thereof.

V. Provided always, and be it enacted, That if any of the Hereditaments hereby authorized to be sold or mortgaged shall be so sold or mortgaged without the Concurrence of any Incumbrancer entitled to the Benefit of a then existing Mortgage or Incumbrance affecting the same, then and in such Case the Hereditaments so to be sold shall be conveyed subject and without Prejudice to such subsisting Mortgage or Incumbrance; but if any of the said Hereditaments shall be sold with the Concurrence of such Incumbrancer, and if such Incumbrancer shall join in the Conveyance of such Hereditaments to the Purchaser or Purchasers thereof, or to the new Mortgagee or Mortgagees thereof, then and in such Case the Purchase Money or Mortgage Money to be produced by any Sale or Mortgage effected in pursuance of this Act may (to the Extent required for the Discharge of the Principal Monies due on the subsisting Mortgage or Incumbrance) be paid to the Incumbrancer so concurring as last aforesaid.

Power to advance Monies to the Drainage Commissioners.

VI. And be it enacted, That if and so often as "The Drainage Commissioners" shall grant a Certificate certifying that a Sum of Money is thereby authorized to be borrowed or advanced under the said "Private Monies Drainage Act, 1849," for the Purpose of improving, according to the Provisions of said last-mentioned Act, any of the Lands so as aforesaid devised in strict Settlement, or any of the Lands to be purchased or taken in Exchange in pursuance of this Act, it shall be lawful for the Trustees or Trustee of this Act, with the Consent in Writing of the said *John Bowes* during his Life, and after his Death with such other Consent as aforesaid, to advance to "The Drainage Commissioners," for the Purpose last aforesaid, a Sum equal to the Amount to be mentioned in the Certificate, upon having the Repayment of such Sum (but without Interest) duly secured by a Rent-charge to be granted in pursuance of the said Drainage Act; and thereupon the required Sum (upon the Petition of the Trustees or Trustee of this Act) shall be advanced and paid to "The Drainage Commissioners" out of any Monies which may be standing in the Name of the Accountant General to the Credit of either of the Accounts herein-after mentioned; and the Trustees or Trustee of this Act shall thereupon obtain from the Drainage Commissioners the Grant of a Rent-charge upon the Lands mentioned in the Certificate, for securing to such Trustees or Trustee the Repayment (within Twenty-two Years, computed from that Time,) of the Principal Sum advanced to the Drainage Commissioners, but without any Interest for the same; and the Trustees or Trustee of this Act shall

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*Bowes' Estate.*

from Time to Time receive such Rent-change, and pay back the Monies to be received by them or him in respect thereof into the Bank of *England* in the Name of the Accountant General, to the Credit of the same Account as that from which the Advance to "The Drainage Commissioners" shall have been made.

VII. And be it enacted, That the Monies which under this Act shall arise from the Sale or Mortgage or upon the Exchange of any of the Premises comprised in the said First and Second Schedules hereto (except such Monies as shall be paid to any Incumbrancer or Incumbrancers in pursuance of the aforesaid Proviso in that Behalf) shall be paid, by the Person or Persons to or with whom such Sale or Mortgage or Exchange shall be made or effected, into the Bank, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four, and shall be placed to the Credit of the said Accountant General, and to an Account to be intituled "*Ex parte* the Purchasers and Mortgagees of Part of the "settled Estates of *John Bowes* late Earl of *Strathmore*;" and that the Monies which under this Act shall arise from the Sale or Mortgage or upon the Exchange of any of the Premises comprised in the said Third Schedule hereto (except such Part or Parts of such last-mentioned Monies as shall be paid to any Incumbrancer or Incumbrancers in pursuance of the aforesaid Proviso in that Behalf) shall be paid, by the Person or Persons to or with whom such Sale or Mortgage or Exchange shall be made or effected, to the Trustees or Trustee of this Act, and shall be applied by the Trustees or Trustee of this Act in or towards the Satisfaction and Discharge of a One Third Part or Share of the Debts and Liabilities of the said Copartnership now owing by the said Copartnership as herein-before mentioned, and such additional Part or Share thereof (if any) as the said Trustees, Executors, and Executrix under the Will and Codicils of the said *John Bowes* late Earl of *Strathmore* and the said *John Bowes*, or any of them, may be lawfully called upon to bear or sustain in respect of their Share and Interest in the said Copartnership Concern, and in paying any Sum or Sums of Money which may become payable for the Purpose of effecting any Settlement or Compromise authorized by this Act; and the Residue of the said last-mentioned Monies shall be paid by the said Trustees or Trustee into the Bank, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, pursuant to the Method prescribed by the said Act of the Twelfth Year of the Reign of King *George* the First,

Monies arising from Sale or Mortgage to be paid into the Bank of England in the Name of the Accountant General.

Accounts, how to be intituled.

Chapter



*Bowes' Estate.*

Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four, and shall be placed to the Credit of the said Accountant General to an Account to be intituled "*Ex parte* " the Purchasers and Mortgagees of the One Third Share belonging " to the Estate of *John Bowes* late Earl of *Strathmore* in the Part- " nership Collieries and Effects of the late Mining Firm called ' Lord " *Ravensworth* and Partners.' "

Application  
of Monies  
arising from  
the Sale or  
Mortgage of  
the Premises  
comprised in  
the First and  
Second  
Schedules.

VIII. And be it enacted, That out of the Monies to be paid into the Bank in the Name of the Accountant General, and to the Account "*Ex parte* the Purchasers and Mortgagees of Part of the settled " Estates of *John Bowes* late Earl of *Strathmore*," the Costs, Charges, and Expenses which shall be incurred preparatory to and in applying for and obtaining and passing this and the said recited Acts, or such Part of the last-mentioned Costs as have not already been paid, and also the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sale, Mortgage, Exchange, or Transaction by which such Monies or any Part thereof may have been produced, shall be paid and discharged; and the Monies remaining after such Payment as aforesaid shall with all convenient Speed, from Time to Time, when such Monies shall be of sufficient Amount, be paid, laid out, and applied, if deemed expedient, in or towards the Satisfaction and Discharge of any Mortgage or Incumbrance charged upon the Inheritance of the said settled Estates or any Part thereof, or otherwise in the Purchase of Freehold, Copyhold, or Customary Manors, Messuages, Farms, Tenements, or Hereditaments situate in *England* or *Wales*, and held for an Estate of Inheritance in Fee Simple in possession, or of Leasehold Lands, Tenements, or Hereditaments situate in *England* or *Wales*, and held for a Term of Years of which no less than Two hundred Years shall at the Time of such Purchase be to come and unexpired, or in the Purchase of any Fee-farm Rents, Quit Rents, or Perpetual Rent-charges issuing out of Lands or Hereditaments situate in *England* or *Wales*, or in paying any Monies due for Equality of Exchange upon any Exchange authorized by this Act, or in making any such Advance as aforesaid to "The Drainage Commissioners," or in procuring the Enfranchisement of any such Part or Parts of the said settled Estates, or of the Lands or Hereditaments to be purchased or taken in Exchange in pursuance of this Act, as may be of Copyhold or Customary Tenure, or in aid of the Funds for Renewal herein-after provided in paying Fines and Expenses incurred in renewing the Lease of any Leasehold Hereditaments comprised in the said First Schedule hereto, or in taking or purchasing, or entering into any Agreement for taking or purchasing, any Leases or Lease of, or Assignment of any Leases



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or Lease of, or Leasehold Interest in, any other Collieries, Mines, or Works, Easements, Rights, or Liberties, under the Authority of this Act, or in purchasing the Reversion of any Lands or Hereditaments subject to any Term of Years or Interest whereof or whereto the said *John Bowes* late Earl of *Strathmore* was possessed or entitled at the Time of his Death, and in defraying the Purchase Monies and all Law and other Expenses attending upon every such Purchase and Investment, and the Expense of settling the Hereditaments, when purchased, to the Uses and in manner herein-after directed.

IX. And be it enacted, That, out of the Monies which shall be paid into the Bank of *England* to the Credit of the said Accountant General, and to the said Account "*Ex parte* the Purchasers and Mortgagees of the One Third Share belonging to the Estate of *John Bowes* late Earl of *Strathmore* in the Partnership Collieries and Effects of the late Mining Firm called '*Lord Ravensworth* and Partners,'" the Costs, Charges, and Expenses which shall be incurred preparatory to and in applying for and obtaining and passing this and the said recited Acts, or such of the last-mentioned Costs as have not already been paid, and also the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sale, Mortgage, or Transaction by which the said last-mentioned Monies or any Part thereof may have been produced, shall be paid and discharged; and the Monies remaining after such Payment as aforesaid shall be laid out and applied, if deemed expedient, with such Consent in Writing as aforesaid, in purchasing the undivided Third Part or Share of the said late Lord *Wharnccliffe* in all or any Part of the Manors, Collieries, Lands, Hereditaments, Mining Stock, and Effects described in the said Third Schedule hereto, or in purchasing a Moiety or any other Part of the same undivided Third Part or Share, or in the Purchase of any or any Part of any Charge, Incumbrance, Liability, Debt, or Claim whatsoever existing or made on, upon, or in respect of or in anywise affecting the same undivided Third Part or Share, or in the Purchase of Freehold, Copyhold, or Customary Manors, Messuages, Farms, Tenements, or Hereditaments held for an Estate of Inheritance in Fee Simple in possession, or of Leasehold Lands, Tenements, or Hereditaments situate in *England* or *Wales*, and held for a Term of Years of which no less than Two hundred Years shall at the Time of such Purchase be to come and unexpired, or in the Purchase of any Fee-farm Rents, Quit Rents, or Perpetual Rent-charges issuing out of Lands or Hereditaments situate in *England* or *Wales*, or in paying any Monies due for Equality of Exchange upon any Exchange authorized by this Act, or in making any such Advance as aforesaid to "The Drainage Commissioners," or in aid of the Funds for Renewal herein-after provided, and in paying Fines and Expenses incurred in renewing the Lease of any Leasehold Hereditaments

Application of Monies arising from the Sale or Mortgage of the One Third Share in the Partnership Property.

[*Private.*]



*Bowes' Estate.*

taments comprised in the said Third Schedule hereto, or in taking or purchasing, or entering into any Agreement for taking or purchasing, any Leases or Lease of, or Assignment of any Leases or Lease of, or Leasehold Interest in, any other Collieries, Mines, or Works, Easements, Rights, or Liberties, under the Authority of this Act, and in defraying the Purchase Monies and all Law and other Expenses attending upon every such Purchase, Investment, or Transaction authorized by this Clause, and the Expense of settling the Hereditaments, when purchased, to the Uses and in manner hereinafter directed.

Purchased  
Lands, how  
to be settled.

X. And be it enacted, That in every Case the Lands, Hereditaments, and Premises to be purchased in pursuance of this Act shall be conveyed, surrendered, assigned, settled, and assured to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the Lands and Hereditaments from which the Monies laid out in the Purchase shall have been derived would have stood limited and settled if this Act and the said recited Acts had not been passed, or as near thereto as the Circumstances of the Case and as the Difference (if any) in the Nature of the Tenure will allow.

Power to  
resell or ex-  
change pur-  
chased  
Lands.

XI. And with respect to any Lands or Hereditaments whatsoever which may be acquired by Purchase or Exchange, in pursuance of this Act, be it enacted, That, notwithstanding that such Lands or Hereditaments may have been settled to the Uses and in manner aforesaid, in pursuance of the Direction herein-before in that Behalf contained, it shall be lawful for the said *Edward Western, Claude Bowes Lyon*, and *William Hutt*, or the Survivors or Survivor of them, his Executors or Administrators, or other the Trustees or Trustee of this Act for the Time being, (with the Consent in Writing of the said *John Bowes* during his Life, and after his Death with such Consent as is herein-before required in reference to the Sales hereby authorized,) to sell or exchange for other Lands and Hereditaments all or any Part of the Lands and Hereditaments so to be acquired as aforesaid, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent in other Lands and Hereditaments, as may be reasonably had and gotten for the same, and upon any such Exchange as aforesaid to give or receive any Sum or Sums of Money for Equality of Exchange; and that upon the Purchase Money for the Lands and Hereditaments so to be sold being paid into the Bank in manner hereby directed, or upon the Execution of the Conveyance of the Premises so to be taken in Exchange, and upon the Money (if any) to be paid for Equality of Exchange being paid into the Bank of *England* in manner hereby directed,



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directed, (as the Case may be,) the said *Edward Western, Claude Bowes Lyon, and William Hutt*, or the Survivors or Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being of this Act, shall and may effectually convey, surrender, or assign and assure the Lands and Hereditaments so to be sold or so to be given in Exchange unto the Purchaser or Purchasers thereof, or unto or to the Use of the Person or Persons taking such Lands and Hereditaments in Exchange, or as he, she, or they respectively shall direct; and that any such Sale or Sales as last aforesaid may be made in such Manner and with such Powers in every respect as are herein-before mentioned and contained in reference to the Estates and Premises hereby vested in and settled upon the Trustees of this Act: Provided always, that the Purchase Monies which shall become payable for the Lands and Hereditaments so to be sold, and the Monies, if any, to be paid for Equality of Exchange, as aforesaid, shall be paid into the Bank of *England* in manner herein-before directed with respect to the said other Purchase Monies, and there placed to the same Account as that out of which the Monies employed in the Purchase of such Lands and Hereditaments shall have been supplied, and shall be applied in the same Manner in all respects as the other Monies placed to the same Account are hereby directed to be applied: Provided also, that all the Lands and Hereditaments to be taken in Exchange as aforesaid shall be conveyed, surrendered, assigned, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the Hereditaments and Premises given in Exchange for the same would have stood limited and settled in case such Exchange had not been made, or as near thereto as the Nature and Quality of the Hereditaments so taken in Exchange, and the Circumstances of each Case, will admit.

XII. And be it enacted, That all Sums of Money to be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as may not be forthwith ordered by the said Court of Chancery to be applied in Payment of such Costs, Charges, Expenses, Incumbrances, Debts, and Liabilities as aforesaid, or in or towards the Purchases or Exchanges hereby authorized, shall be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General,

Monies to be laid out in Exchequer Bills, which are to be deposited in the Bank.



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General, in the Purchase of other Exchequer Bills: Provided always, that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Exchequer Bills shall be ready for Issue, it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders as may be proper for authorizing the Receipt of such new Exchequer Bills in exchange for those which are in Course of Payment, and in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off, and that the said Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be delivered out by the Orders of the said Court.

Court of Chancery to make Orders for the Disposal of the Exchequer Bills.

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

Surplus Money on Sale of Exchequer Bills to be paid to the Persons who would have been entitled to the Rents and Profits.

XIV. And be it enacted, That if the Money arising from the Sale or the Principal Money and Interest arising from the paying off of such Exchequer Bills as aforesaid shall exceed the Amount of the Monies with which the same were purchased, then and in such Case only the Surplus which shall remain shall be paid to such Persons or Person respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments to be purchased in case the same had been actually purchased in pursuance of this Act, or the Personal Representatives or Representative of such Person or Persons, as Part of his, her, or their Personal Estate.

Certificate of the Accountant General and Receipt of a Cashier of the Bank to be a good Discharge.

XV. And be it enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Report Office of the said Court of Chancery, of the Payment into the Bank of *England* of any Monies hereby



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hereby directed to be paid into the said Bank, by any Persons or Person to or with whom any Sale, Mortgage, or Exchange shall be made or effected under the Authority of this Act, or an Office Copy or Office Copies thereof, shall be deemed and taken to be a good and sufficient Discharge to the Person or Persons paying the same, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and that the Person or Persons so paying the same, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same; and that the Receipts or Receipt of the said Trustees or Trustee of this Act for any Monies hereby directed to be paid to the said Trustees or Trustee by any Persons or Person to or with whom any Sale, Mortgage, or Exchange shall be made or effected under the Authority of this Act, shall be good and sufficient Discharges, or a good and sufficient Discharge, to the Person or Persons paying the same, and to his, her, or their Heirs, Executors, or Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and that the Person or Persons so paying the same, and taking such Receipt or Receipts, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

XVI. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as the said Court shall think fit for taxing or settling all Costs, Charges, and Expenses which have been or shall be incurred in and about all Applications to and Proceedings in the said Court of Chancery to be made or had in pursuance of this Act or of the said recited Acts, and in making and completing the Sales, Mortgages, Investments, and Transactions hereby authorized, and in investing the Monies which shall be invested in pursuance of this Act, and in effecting the Purchases and Exchanges hereby authorized to be made, and in settling the Hereditaments which may be acquired by such Purchase or Exchange, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of any such Costs, Charges, and Expenses as aforesaid, and the Costs of preparing, obtaining, and passing this and the herein-before recited Acts respectively, and preparatory thereto, out of the Monies which shall arise from any of the Sales, Mortgages, or Transactions hereby authorized, or from the Money arising from the Sale or Payment of the Exchequer Bills so

Court of Chancery empowered to make Orders touching Costs, and for other the Purposes of the Act.

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*Bowes' Estate.*

to be purchased as aforesaid, or out of any other Monies paid into the Bank in pursuance of this Act, and the Monies so ordered to be paid by the said Court of Chancery shall be paid accordingly; and that it shall be lawful for the said Court of Chancery from Time to Time to make such further and other Order or Orders for effecting the Objects of this Act as the said Court shall think fit.

Power to  
pull down the  
Wings of  
Hylton  
Castle,  
and sell the  
Materials.

XVII. And be it enacted, That it shall be lawful for the Trustees or Trustee of this Act (with the Consent in Writing of the said *John Bowes* during his Life, and after his Death of the Person or Persons whose Consent to the Sales hereby authorized is hereby made necessary,) to pull down or cause to be pulled down all or any Part of the Wings of the said Castle of *Hylton*, and for that Purpose to do or cause to be done all necessary Acts, and to sell the Materials of the said Wings, when so pulled down, either by Auction or otherwise, as he or they shall think fit; and the Monies to be produced by such Sale as last aforesaid shall be received by the said Trustees or Trustee, and their or his Receipts or Receipt shall be sufficient Discharges or a sufficient Discharge to the Purchasers or Purchaser paying the same; and the same Monies, after deducting thereout the Costs of pulling down the said Wings and effecting the Sale of the said Materials, shall be paid into the Bank of *England* to the said Account "*Ex parte* the Purchasers and Mortgagees of Part " of the settled Estates of *John Bowes* late Earl of *Strathmore*," and shall be applied in the same Manner as the Monies arising from the Sale of the said Hereditaments comprised in the said First and Second Schedules hereto.

Power to  
lease Col-  
lieries.

XVIII. And be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being of this Act, with the Consent in Writing of the said *John Bowes* during his Life, and after his Death of the Person or Persons whose Consent would for the Time being by virtue of this Act be required to a Sale of the Hereditaments for the Time being to be leased under this present Power if the same were to be sold under the Trusts herein-before declared, by any Deed or Instrument in Writing, either referring or not referring to this present Power, and to be sealed and delivered by the said Trustees or Trustee in the Presence of and attested by Two or more Witnesses, from Time to Time to demise or lease all or any of the Mines, Quarries, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coal, Lead, Lead Ore, Clay and Marl, Sand and Limestone, and other Stones, Minerals, Metals, and Substances found or discovered, or which shall or may at any Time or Times hereafter be found, opened, or discovered, and whether found, opened, or discovered, or not found, opened, or discovered, at the Time of making such Demise or Lease, in, under, or upon all or any or any Part or Parts of the Lands and Hereditaments comprised



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*Bowes' Estate.*

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in any of the Three Schedules annexed to this Act, and either by the same Lease or by a separate Lease or separate Leases, as may be found convenient, with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either by the same Lease or by a separate Lease or separate Leases, as may be found convenient, with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, unto any Person or Persons, Body or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession or within Three Years after the Date of each Lease or Demise respectively; together with full and free Liberty, Licence, Power, and Authority to sink, bore, dig, drive, search for, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coal, Lead, Lead Ore, Clay, Marl, Sand, and Limestone, and other Stones, Minerals, Metals, and Substances, and for those Purposes from Time to Time to use and enjoy all such Pits, Shafts, Drifts, Grooves, Kennels, Soughs, Levels, Trenches, Sluices, Waygates, Watergates, and other Works as are now or shall be existing in, upon, or under any of the Lands and Hereditaments comprised in any or any Part or Parts of any of the said Three Schedules, and which shall have been used or employed in working and carrying on any of the Mines, Layers, Veins, Beds, and Strata so to be demised or leased, and to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Watergates, Gutters, and other Works in, upon, or under the said Lands and Hereditaments, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, Gins, and other Machinery, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all or any other lawful Ways and Means, as well for finding, discovering, winning, working, getting, and raising the said Ironstone, Coal, Lead, Lead Ore, Clay, Marl, Sand, and Limestone, and other Stones, Minerals, Metals, and Substances, forth and out of the said Mines and Quarries thereby to be demised or leased, as for draining or discharging or carrying away Water, foul Air, Stythe, and Stench from, forth, and out of the same, and with sufficient Ground Room, Heap Room, and Pit Room for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing the Ironstone, Coal, Lead, Lead Ore, Clay, Marl, Sand, Limestone, and other Stones, Minerals, Metals, Earth, Rubbish, and Substances which shall from Time to Time proceed from or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Way and Passage to and for the Lessee and Lessees respectively, and his and their respective Agents, Servants, and Workmen, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or  
Lease



*Bowes' Estate.*

Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Waggons, Wains, and Carriages, all the Ironstone, Coal, Lead, Lead Ore, Clay, Marl, Sand, Limestone, and other Stones, Minerals, Metals, Earth, Rubbish, and Substances to be wrought, won, or gotten forth or out of the Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses,hovels, Sheds, Lodges, Wharfs, Buildings or Erections, Engines, Furnaces, Forges, Foundries, Coke Ovens, Canals, Roads, Railways, Machines, or other Machinery, Conveniences, Devices, Inventions, or Works whatsoever already in use or hereafter to be invented as shall from Time to Time be necessary or expedient or convenient for the standing, laying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for working or manufacturing any Portion of the Produce thereof, and for taking, leading, and carrying away and disposing of the said Ironstone, Coal, Lead, Lead Ore, Clay, Marl, Sand, Limestone, and other Stones, Minerals, Metals, Earth, Rubbish, and Substances to be wrought, won, or gotten forth or out of the Mines and Quarries thereby to be demised or leased, and also to take down or remove any of the Houses, Hovels, Sheds, Lodges, Wharfs, Buildings or Erections, Engines, Furnaces, Forges, Foundries, Coke Ovens, Canals, Roads, Railways, Machines, or other Machinery, Conveniences, Devices, and Inventions whatsoever, which at the Time of making any such Demise or Lease shall be created, built, cut, formed, constructed, set up, laid down, used, or occupied, or shall during the Term to be thereby granted be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, and which may become unnecessary for the working of the said Mines and Quarries, or the Application and Disposal of the Ores, Metals, and Minerals, Stones and Substances to be raised thereout, and again to rebuild, set up, or place on any other Part or Parts of the said Lands and Hereditaments any of the said Houses, Hovels, Sheds, Lodges, Wharfs, Buildings or Erections, Engines, Furnaces, Forges, Foundries, Coke Ovens, Canals, Roads, Railroads, Machines, and other Machinery, Devices, or Inventions whatsoever, so taken down or removed, and also to dig and get Sand, and to dig and get Clay, and burn the same into Bricks and Tiles, and to get Building Stone and other Materials for building, and for making and repairing Roads; or with any of the said Powers and Privileges which to the Person or Persons making such Demise or Lease shall seem necessary or proper, and with or without any other Powers or Privileges whatsoever which shall be necessary or expedient for, in, or about the winning, working, getting, washing, cleansing, and smelting of Ironstone or other Minerals, Metals, and Substances, and for the manufacturing or rendering merchantable or marketable and disposing of



*Bowes' Estate.*

of and carrying away the same; so as by such Demises or Leases there be respectively reserved and made payable yearly during the Continuance of the Term or Terms of Years to be thereby respectively created the best yearly Rent or Rents or Sums of Money, Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same; and so as such Demises or Leases so to be made as aforesaid be made without any Fine or Premium; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Condition or Power to make void or determine the same in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable shall be unpaid for a Term or Terms to be therein in that Behalf limited; and so as the Lessee or Lessees to whom such Lease shall be made as aforesaid shall execute a Counterpart thereof within Six Calendar Months after the Date of the same; and so as in every such Lease there be inserted and contained a Covenant on the Part of the Lessee or Lessees to work the Mines or Quarries regularly and according to the Rules and Practice of good Miners, and without unnecessary Waste.

XIX. And be it enacted, That it shall be lawful for the said Trustees or Trustee for the Time being of this Act, with the Consent in Writing of the said *John Bowes* during his Life, and after his Decease of the Person or Persons whose Consent would for the Time being by virtue of this Act have been required to a Sale of the Hereditaments to be leased which under the present Power, if the same were to be sold under the Trusts herein-before declared, by any Deed or Instrument in Writing, either referring or not referring to this present Power, to be sealed and delivered by the said Trustees or Trustee in the Presence of and attested by Two or more credible Witnesses, from Time to Time to demise or lease to any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, any of the Lands and Hereditaments comprised in any of the Three Schedules hereto annexed (not constituting or being Part of any Garden, Orchard, Pleasure Ground, or Homestead attached to or occupied with any Mansion House or other Dwelling House for the Time being standing on any of the same Lands and Hereditaments), or any excavated Ground under the Surface of the said Lands and Hereditaments, for the Purpose of making or maintaining or using any Railway or Tramroad in, through, or under the said Lands and Hereditaments, with proper Works and Conveniences adjoining thereto and connected therewith, for the Passage and Re-passage of Waggons, Carts, and other Carriages from, to, or near any Mine, Quarry, or Pit now open or hereafter to be opened in or upon any of the same Lands and Hereditaments or any other Lands

Power to lease and grant Way-leaves.

[*Private.*]

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and



*Bowes' Estate.*

and Hereditaments, or from, to, or near any Railway or Tramroad or other Road or Way now passing or that may hereafter pass in, through, or under any of the Lands and Hereditaments comprised in any of the said Schedules hereto annexed, or any other Lands and Hereditaments whatsoever, and also from Time to Time to demise or lease to any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, any Railway or Tramroad now passing or that may hereafter pass in, through, or under any of the Lands and Hereditaments comprised in any of the said Schedules hereto annexed, and also to grant Leave and Licence to use any such last-mentioned Railway or Tramroad, with any Shaft, Mine, or Pit in connexion therewith, for the Purpose of working the Coal Mines or other Mines of the adjoining or contiguous Properties by way of Outstroke, unto any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, with full Power and Authority to do all such Acts in relation to and also as to the Enjoyment of the Subjects of any such Demise, Lease, or Grant as shall by the Person or Persons for the Time being making such Demise, Lease, or Grant be deemed reasonable and convenient; so as by such Demises, Leases, and Grants respectively there be reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created the best and most improved Rent or Rents, Sum or Sums of Money, Tolls, Duties, Liberties, Privileges, and Reservations that can be reasonably had or gotten for the same; and so as such Demises, Leases, and Grants respectively be made without taking any Fine, Premium, or Foregift for the same beyond the Covenants and Reservations hereby authorized to be contained and made therein and thereby; and so as in every such Demise, Lease, or Grant there be contained a Condition or Power of Re-entry, or a Power to make void and determine the same, on Nonpayment or Nonrender within a reasonable Time to be stated therein of the Rent or Rents, Sum or Sums of Money, Tolls, Duties, and Reservations thereby to be respectively reserved and made payable, and on the Breach and Nonobservance of any of the Covenants and Agreements on the Part of the Lessee or Grantee hereby authorized to be inserted therein that shall be contained therein; and so as the respective Lessees and Grantees do execute Counterparts of all such Demises, Leases, and Grants as shall be made to them respectively, and do enter into such Covenants and Agreements in relation to and also as to the Enjoyment of the Subjects of such Demises, Leases, and Grants respectively as the Persons or Person making the same respectively shall judge expedient, and also Covenants for paying or rendering the Rent or Rents, Sum or Sums of Money, Tolls, Duties, and Reservations thereby to be made payable and reserved.

XX. And



*Bowes' Estate.*

XX. And be it enacted, That the Powers to grant Leases and Licences herein-before respectively contained shall extend and apply to any undivided Share or Shares comprised in any of the said Three Schedules hereto, and to any other undivided Share or Shares which by virtue of this Act may become vested in the Trustees or Trustee thereof, and it shall accordingly be lawful for the Person or Persons for the Time being entitled to grant Leases and Licences under the said Powers, in every Case in which any of the said Powers shall be confined to an undivided Share or Shares, and shall be required to be exercised, to join and concur with the Person or Persons for the Time being seised of or entitled to the other undivided Share or Shares, or having Powers over the same sufficiently extensive for the Purpose, in granting a Lease or Licence upon such Terms as shall be required and shall be warranted by the said Power.

Power to lease Mines and to lease and grant Wayleaves to extend to undivided Shares.

XXI. And be it enacted, That the Person or Persons who for the Time being is or are or shall be authorized and empowered to grant Leases of Collieries, Mines, and Works, and of Easements, Rights, and Liberties, for any Term of Years not exceeding Thirty-one Years, (under the Power in the said Will of the said *John Bowes* late Earl of *Strathmore* in that Behalf contained,) shall be, and he, she, or they is and are hereby authorized and empowered to grant Leases and Licences of Collieries, Mines, and Works, Wayleaves and Easements, Rights and Liberties, out of, in, under, upon, over, or through all or any of the Land and Hereditaments devised by or which now are or at any Time shall be limited or subject to the Uses or Trusts of the said Will of the said Testator *John Bowes* late Earl of *Strathmore* (other than and except the Premises comprised in the Schedules hereto, and the Lands and Hereditaments to be purchased or taken in Exchange under the Authority of this Act), for and during any Term of Years not exceeding Sixty Years, as fully and effectually and under and subject to the same Conditions and Restrictions and in such and the same Manner in all respects as the said Trustees or Trustee for the Time being are herein-before by this Act authorized and empowered to grant Leases and Licences of the Premises comprised in the Schedules hereto, as if the Parties acting under the said Will had been thereby authorized and empowered to grant such Leases as last aforesaid for the Term of Sixty Years instead of Thirty-one Years, and to the Extent herein-before contained.

Extending the Period for which Leases of Collieries may be granted.

XXII. Provided always, and be it enacted, That in any Lease which shall be granted under or by virtue of this Act of any of the Premises aforesaid it shall be lawful for the Trustees or Trustee of this Act, with the Consent in Writing of the said *John Bowes* during his Life, or after his Death of the Person or Persons whose Consent shall for the Time being by virtue of this Act be required in reference to the Sales herein-

Power to give the Lessees an Option to purchase.

herein-



*Bowes' Estate.*

herein-before authorized, to agree with the Lessee or Lessees for the absolute Sale to him or them, at the Option of either of the Parties, at any Time during the Continuance or at the Expiration of the Term of Years thereby granted, of all or any Part of the Hereditaments and Premises comprised in and subject to such Lease, at or for such Price (either to be fixed in and by such Lease, or to be thereby made ascertainable through the means of a subsequent Valuation), and to be paid at such Times and in such Proportions, and to be secured in such Manner, as to the Trustees or Trustee of this Act shall appear reasonable and proper: Provided also, that the Monies to be paid in respect of such Purchases as last aforesaid shall (if paid in respect of the Purchase of any Hereditaments comprised in either of the said First and Second Schedules hereto, or if paid in respect of any Hereditaments which shall have been purchased under the Authority of this Act out of the Proceeds of the Sale of any Hereditaments comprised in either of the said First and Second Schedules,) be paid into the Bank of *England* to the said Account "*Ex parte* the Purchasers and Mortgagees of Part of the settled Estates of *John Bowes* late Earl of *Strathmore*," and shall be applied in the same Manner in all respects as the Monies herein-before directed to be placed to such Account are herein-before directed or authorized to be applied; and if paid in respect of the Purchase of any Hereditaments comprised in the said Third Schedule hereto, or of any Hereditaments purchased with or out of the Proceeds of any Sale or Sales of the Hereditaments comprised in the said Third Schedule hereto, shall be paid to the Trustees or Trustee of this Act, to be by them applied as herein-before directed in or towards Satisfaction and Discharge of a One Third Part or Share of the Debts and Liabilities of the said Copartnership, and the Residue thereof shall be paid into the said Court of Chancery to the said Account "*Ex parte* the Purchasers and Mortgagees of the One Third Share belonging to the Estate of *John Bowes* late Earl of *Strathmore* in the Partnership Collieries and Effects of the late Mining Firm called '*Lord Ravensworth and Partners*,'" and shall be applied in the same Manner in all respects as the Monies herein-before directed to be placed to the said last-mentioned Account are herein-before directed or authorized to be applied: Provided also, that upon the Payment in manner aforesaid of the Purchase Monies for any of the Hereditaments authorized to be sold by this present Clause the Trustees or Trustee for the Time being of this Act shall duly convey or assign and assure the Hereditaments for which the Purchase Monies shall have been so paid unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality of the Premises, or to such other Uses or in such other Manner as the Purchaser or Purchasers thereof shall direct or appoint.

XXIII. And



*Bowes' Estate.*

XXIII. And be it enacted, That with respect to all the Estate, Share, and Interest hereby vested in the said *Edward Western, Claude Bowes Lyon, and William Hutt* as aforesaid of and in the said Partnership Collieries, Hereditaments, Stock, Effects, and Premises, and Mining Concern, it shall be lawful for the said *Edward Western, Claude Bowes Lyon, and William Hutt*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, or other the Trustees or Trustee for the Time being of this Act, (with the Consent in Writing of the said *John Bowes* during his Life, and after his Death with the Consent in Writing of the Person or Persons whose Consent shall for the Time being by virtue of this Act be required in reference to the Sales hereby authorized of the Premises comprised in the Third Schedule hereto,) either to agree with the other Partner or Partners for the Time being for the Dissolution of the said Partnership, and to dissolve the same accordingly, or to continue carrying on the Business of the said Partnership in the same Manner and upon the same Scale as the same has been carried on since the Death of the said *James Archibald Stuart* late Lord *Wharnclyffe*, or in such other Manner, and upon such other Scale, and for and during such Term or Terms, as they or he shall think fit, and for any of the Purposes aforesaid to terminate, renew, or enter into any existing or new Engagement or Engagements with any of the Persons for the Time being interested in both or either of the other Shares of the said Partnership Property and Mining Concern, or any other Persons or Person whomsoever, and also to do all Acts requisite for the winding-up of the said Partnership Concern, and settling the Accounts thereof with all or any of the other Persons or Person interested in such Partnership Concern, or with any other Persons or Person whomsoever, and to compromise and compound, or submit to Arbitration, and adjust and settle, with all or any of the Persons for the Time being interested in the other Shares of and in the said Partnership Property and Concern, or having or claiming to have any Mortgage, Lien, or Charge thereon, and with all Persons or Person whomsoever, all Debts, Accounts, Transactions, Matters, and Things whatsoever touching or affecting the said Partnership Concern, or the Collieries, Lands, Hereditaments, Property, and Effects belonging thereto, and for any of the Purposes aforesaid to enter into, give, sign, make, do, and execute such Deeds or Instruments of Composition, Releases, Bonds, or Instruments of Submission to Arbitration, and other Instruments, Acts, Deeds, Matters, and Things, as the said Trustees or Trustee for the Time being of this Act shall think expedient, and to abide by, observe, and perform, or to contest or dispute, any Instrument or Transaction which may have been made or entered into as aforesaid, or any Award or Awards to be made in pursuance of any such Submission to Arbitration as aforesaid, and generally to act in relation to the Premises in such Manner as they or he shall think expedient, without being liable to any Loss which may be occasioned

Power to dissolve or renew the Partnership, and to wind up the Concern.

[Private.]

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thereby ;



*Bowes' Estate.*

thereby; and further, that it shall be lawful for the said Trustees or Trustee, with such Consent as aforesaid, to give or accept any Part or Share of the said Partnership Collieries, Lands, Hereditaments, and Effects, as a Security for the due Performance of any Arrangement which may be entered into in pursuance of this Clause, and for that Purpose to execute or concur in any such Mortgage or Mortgages, Deed or Deeds, Instrument or Instruments, as may be deemed requisite or proper.

Power to re-  
new Leases.

XXIV. And be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being of this Act, with the Consent in Writing of the said *John Bowes* during his Life, and after his Decease of the Person or Persons whose Consent would for the Time being by virtue of this Act have been required to a Sale of the undivided Share by this Act vested in the said Trustees or Trustee of the Hereditaments the Lease of which (being either for Lives or for Years renewable annually or otherwise) is for the Time being to be renewed by virtue of this present Power, if such Share were to be sold under the Trusts herein-before declared, either upon the dropping of the Life or Lives named as a Cestuique vie or Cestuique vies in any such Lease for Lives, or upon any such Lease for Years becoming renewable, to use his or their utmost Endeavours to obtain, in concurrence with the Owners or Owner of the other Shares or Share in obtaining, a renewed Lease or Leases of the same respectively, on reasonable Terms; and for that Purpose the said Trustees or Trustee shall be at liberty, and he and they is and are hereby authorized, from Time to Time, to make or concur in making any such Surrenders of the subsisting Lease or Leases for the Time being of the Premises of which such Renewal as aforesaid shall be sought to be obtained, and to do all such other Acts as shall be necessary or proper in that Behalf; and that the said Trustees or Trustee shall, upon the Renewal of any such Lease, hold the undivided Share or Shares to which he or they shall be entitled in the Hereditaments of which a renewed Lease shall have been so obtained upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, upon, for, with, under, and subject to which the same Premises were held immediately before the Surrender of the last previous Lease thereof, or such of the same Trusts, Intents, and Purposes, Powers, Provisoes, and Declarations, as shall for the Time being be subsisting undetermined and capable of taking effect; and also that it shall be lawful for the Trustees or Trustee for the Time being of this Act, with such Consent as aforesaid, to take and accept or purchase, or to enter into any Agreement for taking and accepting or purchasing, or to join and concur with any other Persons or Person in taking and accepting or purchasing, or in entering into any Agreement for taking and accepting or purchasing, upon such Terms as to  
the



*Bowes' Estate.*

the said Trustees or Trustee shall seem fit, any Leases or Lease of, or Assignment of any Leases or Lease of or any Leasehold Interest in, any other Collieries, Mines, or Works, or Easements, Rights, or Liberties, adjacent to or convenient to be worked, held or occupied, or used with any of the Hereditaments and Premises comprised in this Act; and that the said Trustees or Trustee shall hold the Premises of which a Lease or Assignment or Purchase shall have been taken or agreed to be taken, or effected or agreed upon, under the Authority of the present Enactment, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers of Renewal, and other Powers, Provisoes, and Declarations, upon, for, with, under, and subject to which the Hereditaments and Premises comprised in this Act to or with which the Premises of which a Lease or Assignment or Purchase shall have been taken or agreed to be taken or effected or agreed upon under the Authority of this Enactment shall be adjacent, or convenient to be worked, held, occupied, or used, shall or ought to be held.

XXV. And whereas it is expedient that the Trustees or Trustee under this Act should be enabled to renew the Leases of the Leasehold Premises hereby vested in them in the same Manner as the Trustees under the said Will are authorized to renew the Leases of the Leasehold Premises so thereby devised or bequeathed: Be it enacted, That it shall be lawful for the said Trustees or Trustee for the Time being of this Act, in respect of the Leasehold Premises comprised in the Schedules hereto, and they and he are and is hereby respectively authorized, from Time to Time as they or he shall think fit, with and out of the Rents and Profits or by Mortgage or other Disposition of the said Leasehold Premises or any of them or any Part thereof, to raise Money sufficient to defray the Expenses of renewing the present or future Leases of the same Premises, and do and shall apply such Money accordingly: Provided always, that no Mortgagee from whom any Monies for the Purpose of any Renewal of any Leasehold Premises, either under the said Will or under this Act, may be borrowed, shall be bound or concerned to see as to the Necessity or Propriety of raising Money by Mortgage, or to see that no more is raised than ought to be raised; and that the Receipt or Receipts of the said Trustees or Trustee shall be sufficient Discharges or a sufficient Discharge for all or any Monies payable to him or them under or by virtue of the aforesaid Proviso; and provided that every Mortgage to be made under this Power shall be first sanctioned by the said Court of Chancery by an Order to be made on a Petition to be presented in the Matter of this Act.

Power to mortgage for the Purpose of Renewal.

XXVI. And be it enacted, That all Leases hereafter to be granted under the Powers contained in the said Will or Codicils of the said

Leases and other Assurances to be

*John*



*Bowes' Estate.*

valid without the Concurrence of Mr. Jadis.

*John Bowes* Earl of *Strathmore*, or under the Provisions of this Act, and also all Assurances, Appointments, and Assignments, including Appointments of and Assurances and Assignments to new Trustees, and all Contracts, Receipts, and other Acts, Deeds, Matters, or Things, relating to the said Estate and Premises devised or bequeathed by the said Will and Codicils of the said Testator *John Bowes* late Earl of *Strathmore*, or any of them, or any Part or Parts thereof, or to the said Partnership Property and Concern, or to any of the Premises to be purchased or taken in Exchange in pursuance of this Act, although executed, signed, made, and done only by the said *Mary* Dowager Countess of *Strathmore* and *Sir John Dean Paul*, or by the Survivor of them, shall be as valid and effectual to all Intents and Purposes whatsoever as if the said *Henry Jadis* had joined in and executed such Leases, Assurances, Assignments, Contracts, Receipts, and other Acts, Deeds, Matters, and Things, as well as the said *Mary* Dowager Countess of *Strathmore* and *Sir John Dean Paul*, or the Survivor of them.

The Power for the Appointment of new Trustees to take effect in the event of a Trustee being resident abroad.

XXVII. And be it enacted, That the Powers for the Appointment of new Trustees so as aforesaid contained in the said Will of *John Bowes* late Earl of *Strathmore* shall arise not only in the event of a Trustee under the said Will dying, or declining or becoming incapable to act, but also in the event of such Trustee being resident abroad for the Period of Twelve Calendar Months; and any such Appointment of a new Trustee or new Trustees, although not executed by the Trustee residing abroad, shall, as well as any Assignment or Assurance to be executed for vesting the Trust Premises in accordance with such Appointment, be as valid and effectual to all Intents and Purposes as if the same were duly executed by the Trustees so residing abroad, as well as by the Person or Persons actually executing such Appointment, Assignment, or Assurance; and that upon any Appointment from Time to Time hereafter to be made of any new Trustees or Trustee under the Power for that Purpose contained in the said Will of the said Testator, or by the High Court of Chancery, it shall not be imperative that the whole Number of Vacancies then existing should be filled up, but it shall be sufficient that One or more new Trustee or Trustees only be so appointed, so as (together with the then surviving or continuing Trustee or Trustees) to make the Number of Trustees amount to Four.

Premises in the meantime to be subject to the former Trusts.

XXVIII. And be it enacted, That in the meantime, and subject to every such Mortgage or other Disposition to be made in pursuance of the Trusts and Powers herein before declared and contained, the said *Edward Western*, *Claude Bowes Lyon*, and *William Hutt*, their Heirs, Executors, Administrators, and Assigns, shall hold the Lands, Collieries, Hereditaments, Stock, and Effects comprised respectively in



*Bowes' Estate.*

in the said Schedules hereto annexed upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, to which the same would have been subject or liable if this Act and the said recited Acts had not been passed.

XXIX. Provided always, and be it enacted, That in case the said *Edward Western, Claude Bowes Lyon, or William Hutt*, or any Trustees or Trustee of this Act, including any Trustees or Trustee who shall be appointed as herein-after is mentioned, shall die, or be desirous to be discharged from, or shall refuse or decline or become incapable to act in, the Trusts hereby reposed in them or him, or shall reside out of *Great Britain* before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful for the said *John Bowes* during his Life, and after his Decease for the Person who for the Time being would (if the said Act had not been passed) be beneficially entitled in possession to or to the Receipt of the Rents and Profits of the Hereditaments hereby made saleable, or if such Person or Persons be under Age then for his, her, or their Guardian or respective Guardians, to appoint any One or more Person or Persons to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable, or residing out of *Great Britain* as aforesaid, and thereupon all the Trust Estates and Premises, or such of them as shall remain unsold, shall with all convenient Speed be conveyed, assigned, transferred, and assured in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and with, under, and subject to the same Intents and Purposes, as are hereby created or declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed, including particularly not only all the other Powers, but also the Powers which are simply collateral, and which do not take effect out of any Estate or Interest vested or to be vested in the said Trustees or Trustee.

Power for the Appointment of new Trustees of this Act.

XXX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Hutt* and *Mary Dowager Countess of Strathmore* his Wife, *Sir John Dean Paul, Henry Jadis, and Robert Sayer*, their Heirs, *[Private.]* Executors,

General Saving of Rights.



*Bowes' Estate.*

Executors, Administrators, and Assigns, the said *John Bowes* and his First and other Sons and Daughters, and their Issue respectively, the said Right Honourable *Thomas George Lyon Bowes* Earl of *Strathmore*, and his First and other Sons and Daughters, and their Issue respectively, and the said *Claude Bowes Lyon* and his First and other Sons and Daughters and their Issue respectively, and the said *Frances Bowes Lyon* and her First and other Sons and Daughters and their Issue respectively, and the said *Thomas George Lyon Bowes* Earl of *Strathmore* and his Issue, and the right Heirs of the said *Thomas George Lyon Bowes* Earl of *Strathmore*, and all and every other the Person and Persons to whom any Estate, Right, Title, Interest, or Inheritance either at Law or in Equity shall have been devised or bequeathed, or descended or devolved, or shall descend or devolve, under or by virtue of the herein-before recited Will and Codicils of the said *John Bowes* late Earl of *Strathmore* or the herein-before recited Indenture of the Twenty-ninth Day of *April* One thousand eight hundred and fifty,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the Manors, Lands, Parts or Shares, Hereditaments, Mining Stock, and Premises comprised in the Schedules hereto, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act or the said recited Acts, or would or might have had or enjoyed in case this Act and the said recited Acts had not been passed.

Short Title. XXXI. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, Proceedings at Law or in Equity, and other Proceedings whatsoever, it shall be sufficient to use the Expression "The *Bowes' Estate Act*, 1850."

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



*Bowes' Estate.*

The FIRST SCHEDULE referred to by the foregoing Act.

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

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

One Sixteenth Part, and One Sixth of another Sixteenth Part, of the Fishery called Winlaton otherwise Winlington Fishery, and One Moiety and One Sixth of the remaining Moiety of a Fishery at Derwent Mouth.

And the several Messuages, Mills, Farms, Lands, and Hereditaments hereinafter described ; (that is to say,)

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
Parish of Whickham	Thomas Shaw, Esquire	Mansion House, Gardens, and Pleasure Grounds	2	2	19			
		West Close -	1	2	22			
		East Close -	0	2	11			
		Purchased Waste -	0	2	32			
		Mitford's Garden -	0	0	15			
Whickham Lodge	William Braban - Adam Thomson -	Paddock -	-	-	-	6	3	3
		Cottage and Garden	-	-	-	0	1	30
	John Burnip -	West Field -	4	0	23			
		East Field -	3	0	32			
		High Field -	3	0	23			
		East Orchard -	3	3	38			
		West Orchard -	2	1	2			
		Carriage Road -	0	2	20			
		Lodge and Garden	0	1	6			
	Portion of Derwent Mouth.	4	3	36	22	2	20	
Washing Wells	John Featherstone - John and George Atkinson.	Windy Nook -	-	-	-	0	1	10
		Home Pasture -	5	1	7			
		Garth -	2	2	0			
		South Field -	6	2	36			
		North Field -	4	2	34			
		Middle Field -	5	1	34			
East Pasture -	4	3	36	29	2			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
White Fields -	John and George Atkinson.	North Field -	10	2	30	29	3	22
		West Field -	8	0	7			
		East Field -	11	0	25			
	In hand -	Woodlands -	-	-	-	6	0	30
Dunston -	In hand -	Marley Hill Staith	0	2	13	1	2	0
		Sundry Tenants -	Gardens -	0	3			
	Widow Leybourne's Executors.	Ground Rent.	—			2	1	0
	A. H. Matthewson's Executors.	Mill Meadows -	1	3	19			
	Sundry Tenants -	Gardens, &c. -	0	1	21	0	2	2
	John Greener, Thomas Tulip, and others.	Teams, Cottages, Gardens, &c. -	-	-	-			
	William Jobling -	A Quay or Landing at Swalwell and Keel Landing at Swalwell.						
Chapelry of Lamesley.	John White -	One Moiety of				60	1	11
		North-west Field	11	2	10			
		North Field -	8	3	20			
		Middle Field -	8	3	20			
		North-east Field	7	0	6			
		East Field -	6	0	20			
		West Field -	5	0	3			
		Middle Field -	5	0	32			
		Home Field -	5	2	20			
	Garth -	2	0	0				
Parish of Lanchester: Cornsay.	Anthony Shaw -	House Field -	4	0	24	9	0	27
		Low Field -	1	3	26			
		House Stead -	0	0	1			
		Town Fields -	0	2	10			
		Ditto -	0	3	8			
		Ditto -	0	2	35			
		Ditto -	1	0	3			
Chapelry of Tanfield, Park Head.	Luke Turnbull -	One Moiety of				71	3	23
		Well Hill -	18	0	39			
		High Field -	12	2	11			
		Red Row Field -	8	2	24			
		Long Field -	9	2	29			
		Claypit Field -	8	0	12			
		Far Lane Field -	7	1	8			
		Wood Close -	7	1	20			
	In hand -	One Moiety of Woodlands -	-	-	-	13	2	37
East Shield Row	Rev. W <sup>m</sup> Simpson -	Two Thirds of Houghill Bridge Close -	-	-	-	10	2	22
West Shield Row	Joseph Ramshaw -	Moiety of				5	1	0
		Intake -	5	1	0			
		Well Close -	8	2	25			
		Low Springs -	18	0	21			
		West Field -	31	2	28			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
West Shield Row	Joseph Ramshaw -	Moiety of High Springs -	23	0	0	158	3	20
		Fox Holes -	25	2	21			
		Allotment -	5	0	15			
		Ditto -	6	0	15			
		Ditto -	2	3	38			
		Ditto -	17	0	19			
		Ditto -	12	1	12			
		Waggonway and Waste.	2	3	26			
		In hand -	Moiety of Woodlands -	-	-			
	George Oxley -	Moiety of House and Gardens.	-	-	-	-	-	-
Burnop Field - Lintze Allotment	Thomas Holmes -	House and Garden -	-	-	-	0	1	0
	John Charlton -	- - -	-	-	-	1	2	10
Parish of Winlaton, County of Durham.	Messrs. Millington & Co.	One Sixteenth Part and One Sixth of another Sixteenth Part of -	-	-	-	6	2	13
		Also of Nineteen Dwelling Houses, Forty-four Blacksmiths Shops, Two Anchorsmiths Shops, Two Steel Furnaces, with Chambers, Yard, and Cabin, Warehouse 105 Feet long and 80 Feet broad, Agents Offices, Porter's Lodge, Coalhouse, Furnace, Timber Shed, Water-race, and vacant Ground adjoining.						
		Charles Armstrong -	The same Proportions of.	-	-	-	5	3
	John Mulcaster -	One Moiety and One Sixth of remaining Moiety of	-	-	-	40	0	0
	George Heppel Ramsay.	One Moiety and One Sixth of remaining Moiety of House and Garden.						
	John Mulcaster -	One Moiety and One Sixth of remaining Moiety of Whinney Close.						
Township of Winlaton: Low Spen.	Robert Anderson -	Entirety of Fog Field -	6	0	16			
		Pasture Field -	4	2	26			
		Four Corner Field -	3	2	16			
		Coxit Hill -	3	3	12			
		Low Field -	10	0	12			
		Four Acre Field -	4	3	16			
		Eight Acre Field -	7	1	12			
		Middle Pasture -	6	2	28			

[Private.]



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.						
			A.	R.	P.	A.	R.	P.				
High Spen	Robert Anderson	East High Field	4	1	0	78	2	4				
		West High Field	4	3	0							
		Horse Pasture -	2	2	32							
		Bottoms - -	1	1	0							
		Long Riggs -	11	2	0							
		First Allotment	0	3	36							
		Second Allotment	2	3	6							
		Maiden Riggs	3	0	32							
		In hand - -	Woodlands (Entirety).	-	-				-	22	3	18
				One Moiety and One Sixth of the remaining Moiety of								
		North-east Field	8	1	32	56	1	15				
		Close and Wood	2	0	32							
		Middle Field -	9	1	12							
		East Wood Field	6	3	18							
		Close and Wood	2	1	0							
		Low Wood Field	8	0	2							
		Close and Wood	2	2	17							
		Farmhouse, &c. -	4	0	0							
		Close and Wood	3	1	22							
		Eighth Allotment	9	1	0							
Smaels	Anthony Shotton	In hand - -	One Moiety and One Sixth of the remaining Moiety of Woods and Waste	-	-	-	48	3	5			
			Same Proportions :									
			North Field -	7	1	26	95	0	11			
			Close and Wood	8	3	14						
			Close and Wood	10	0	0						
			Lane - -	0	3	12						
			Wood Field -	7	0	8						
			Close and Wood	6	3	14						
			Wood Field -	5	0	26						
			Ditto - -	1	2	19						
	East ditto -	15	3	28								
	Farmhouse, &c.	1	1	31								
	Garth - -	1	3	32	41	2	18					
	Home Pasture -	12	1	0								
	Close and Wood	5	2	38								
	Bridge Haugh (Wood included).	10	0	3								
	In hand - -	Same Proportions :										
		Woodlands -	-	-				-				
Stampley Moss	George Heppel Ramsay, Esq.	Same Proportions -	5	2				38	43	0	17	
			7	2				4				
			Including Wood	6				3				12
			Ditto - -	6				3				12
			Ditto - -	6	1	3						
			Ditto - -	2	3	1						
			Farmhouse, &c.	6	0	37						
			Lane from G. to H.	0	3	30						



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
West Thornley	John Robinson -	Same Proportions of:						
		East Field -	4	2	0			
		South Field -	3	0	0			
		West Pasture -	7	3	38			
		Home Pasture -	4	3	3			
		Wood Field -	5	2	24			
		Middle Field -	3	3	34			
		West Haugh -	5	2	9			
		North Middle Field	6	1	30			
		East Pasture -	6	1	20			
		Farmhouse, &c. -	1	1	27			
		Old Waggon-way	1	2	16			
		Garth -	2	2	9			
						53	3	10
	In hand -	Same Proportions : Woodlands -	-	-	-	0	2	16
Burn Banks	Joseph Cowan -	Same Proportions :						
		West Field -	4	2	3			
		East Wood Field	5	0	7			
		Garth -	0	1	23			
		Allotment -	0	0	20			
		Ditto -	0	0	8			
		Ditto -	0	3	20			
		Ditto -	1	0	35			
		Ditto -	0	0	18			
								12
	In hand -	Same Proportions : Woodlands -	-	-	-	3	1	22
Bladon	Michael and William Atkinson. Samuel Cayley, Esq. Dorothy Carr Brunton and Creighton	Same Proportions : A House.						
		Same Proportions : House and Garden	-	-	-	0	1	5
		Same Proportions : House -	-	-	-	0	0	1
		Same Proportions :						
		House -	-	-	-	0	0	1
		House -	-	-	-	0	0	1
Winlaton	Mulcaster and Hall - T. W. Beamont - Thomas Jones Hall - Robert Marshall - Edward Douglas' Executors. George Hunter - T. G. A. Angus - Robert Laycock - Overseers of the Poor	House -	-	-	-	0	0	1
		Same Proportions : House and Ground	0	2	23			
		Land -	0	1	8			
						0	3	31
		Same Proportions : Lead, Quay, and Warehouses.	-	-	-	0	0	30
		Same Proportions : House, &c. -	-	-	-	0	0	29
		Same Proportions : Ditto -	-	-	-	0	0	4
		Same Proportions : Ditto -	-	-	-	0	0	3
		Same Proportions : Ditto -	-	-	-	0	3	34
		Same Proportions : Ditto -	-	-	-	0	0	3
		Same Proportions : Ditto -	-	-	-	0	0	7½
		Same Proportions : Ditto -	-	-	-	0	0	15½



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.			
			A.	R.	P.	A.	R.	P.	
Eals Haugh	Joseph Patterson	Same Proportions :							
		Ditto - -	-	-	-	0	0	7	
	John Smith	Same Proportions :							
		Ditto - -	-	-	-	0	0	13	
	Edward Douglas	Same Proportions :							
		Ditto - -	-	-	-	0	0	3	
	William Jeavens	Same Proportions :							
		Ditto - -	-	-	-	0	0	4	
	George Leybourne	Same Proportions :							
		Ditto - -	-	-	-	0	0	2	
Eals Haugh	Anthony Humble	Same Proportions :							
		Ditto - -	-	-	-	0	0	20	
	Jane and Joseph Jeavens.	Same Proportions :							
		Ditto - -	-	-	-	0	0	14	
	Cuthbert Lockey	Same Proportions :							
	Lane Side Field		3	0	18				
	Waggonway from K to Swalwell Bridge - -		16	3	21				
	With the Bed of the River, and Waste, from the Dam Head to the Bridge - (Including Buildings.)		3	3	24				
	North-east Field		9	1	3				
						33	0	26	
Derwent Haugh, and Hunter's Fields.	Cuthbert Howsty	Same Proportions :							
		South-west Field		10	1	22			
		Garth - -		1	3	13			
		Hunter's Field -		2	1	6			
		Ditto - -		3	0	27			
						17	2	28	
Derwent Haugh	Joseph Handy	Same Proportions :							
		East Haugh - -		-	-	-	3	1	30
	G. H. Ramsay, Esq., Owners of Garefield Colliery, Fenwick and Gray, and Ann Fenwick and others.	Same Proportions :							
		Middle Haugh -		2	0	0			
	Middle Haugh, Cottage and Garden.		3	1	38				
	Cottages, Gardens, Cinder Ovens, and vacant Grounds, and Waggonway to Swalwell Bridge.		13	0	26				
						18	2	24	
Newcastle upon Tyne	- - -	Ground Rent of 6s. 8d.							
Parish of Monkwearmouth : Hylton West Moor.	William Harrison	Farmhouse and Buildings.							
		Thistley Field -		23	1	7			
		Rye Grass Field -		11	1	33			
		West Night Field -		9	0	7			
		North-west Lamb Rist.		18	1	36			
		South-west ditto -		8	1	30			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.			
			A.	R.	P.	A.	R.	P.	
North Moor -	Robert Snowdon -	South-east Lamb Rist.	19	2	0	223	1	31	
		North-east ditto -	11	3	16				
		East Night Field -	10	0	12				
		East House Close -	22	2	31				
		Calf Garth -	5	0	16				
		Houses, Garths, &c.	1	3	25				
		West House Close	19	0	27				
		North Middle Field	13	1	5				
		South ditto -	13	0	30				
		South High Field -	18	2	0				
		North ditto -	17	1	36				
		Farmhouse and Buildings -	}	14	2				29
		South-west Moor		11	0				29
		North-west Moor -		11	1				28
		North Little Close		4	2				0
Middle Field -		15	2	4					
Middle Moor -		14	0	16					
South-east Moor -		14	2	12					
Middle Field -		13	1	30					
Broad Field -		27	2	26					
Back Field -		12	0	26					
Ditto -		4	0	0					
Houses, Garths, &c.		2	3	22					
South-east Field -		9	1	22					
Shop Field -		30	3	0					
Smith's Farm -	John Merriman -	Farmhouse and Buildings -	}	15	0	19	186	1	4
		South Shop Field		17	0	3			
		East Shop Field -		0	0	32			
Hylton Bridge	Robert Snowdon -	Farmhouse and Buildings -	}	9	0	37	32	1	14
		Davy's Pasture -		10	0	35			
		Middle Field -		20	2	17			
		House Field -		1	0	12			
		Houses, &c. -		12	1	8			
		North Field -		14	0	15			
		North Middle Field		8	1	15			
		Middle Field -		16	3	36			
		South Field -		17	2	28			
		East Field -					110	2	3
West Town Moor.	Richard Hewitson Spraggon.	Farmhouse and Buildings -	}	16	2	26			
		New Field		17	3	24			
		Middle Field -		20	1	12			
		Low Warlish -		10	2	13			
		Well Field -		32	1	32			
		New Rist -		31	3	36			
		Downhill Field -		11	0	5			
		Rough Nook -		8	1	34			
		Cow Pasture -							

[Private.]



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
North Town Moor	Ralph Craggs	North Townend Field	24	3	0	230	3	0
		South ditto -	11	3	36			
		Houses, Garths, &c.	1	0	18			
		West Quarter -	24	1	20			
		East Quarter -	19	0	24			
		Farmhouse and Buildings.	-	-	-	194	1	19
		Fir Bank -	8	3	6			
		Houses, Garths, and Gardens.	1	0	28			
		Calf Garth -	3	0	18			
		Quarry, &c. -	3	3	9			
		Quarry Hill -	8	2	3			
		Little Field -	10	0	4			
		House Pasture -	14	0	28			
		Middle Field -	24	0	20			
		East Quarter -	20	2	17			
		East Middle Field	16	2	38			
		West New Close -	25	3	10			
East New Close -	23	2	18					
North Hope -	22	0	16					
North Field -	11	3	4					
Mill Farm	James Dodds Isaac Hodgson	Corn Mill.	-	-	-	7	3	25
		Mill Hill -	1	2	38			
		Lane -	0	1	30			
		House Field -	5	2	37			
Red House	Thomas and George Reynoldson.	Farmhouse and Buildings.	-	-	-	268	0	20
		Mill Hill -	8	0	21			
		East Bank -	10	2	33			
		Mill Nook -	23	0	30			
		West Demesne -	21	2	28			
		Middle ditto -	20	0	0			
		East Dogtail -	19	0	27			
		West Dogtail -	11	3	38			
		West Quaker Nook	20	1	25			
		East ditto -	20	0	7			
		Bear Park -	17	0	5			
		Broad Field -	20	1	26			
		North Stickley Hill	23	0	10			
		West ditto -	10	0	3			
		East ditto -	16	3	0			
Barn Pasture -	5	0	0					
Houses, Garths, &c.	1	2	30					
East Demesne -	18	3	17					
Dean House	Thomas Reynoldson	Farmhouse, and Buildings.	-	-	-	32	0	4
		High Field -	17	3	20			
		Dean -	3	1	1			
		A. -	4	0	19			
		Meadow Close -	2	3	30			
		A. -	0	1	28			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.				
			A.	R.	P.	A.	R.	P.		
Park House -	William Baxter -	East Field -	7	0	12					
		Nabby End -	3	0	4					
		Water Gate Field	12	0	16					
		Five Nooked Field	8	0	0					
		Rye Hill - -	19	2	25					
		Ox Close - -	10	2	0					
		West Close -	9	2	18					
							130	2	17	
				The River Banks -	-	-	-	8	1	20
				Farmhouse and Buildings.						
				The Lawn - -	14	0	16			
				Hemel Field -	7	1	14			
				Great Bank - -	13	3	38			
				Quay Close - -	4	3	23			
				Stackgarth Field -	5	3	2			
				House, &c. - -	3	0	34			
				Quay Pasture -	10	0	21			
				Salt Grass - -	9	2	34			
				The Scribe - -	8	0	15			
				Thistley Pasture -	8	1	18			
				South Plains - -	15	2	9			
				Plains or Elm Flat	15	1	35			
				Calf Garth - -	1	2	13			
				Shoulder of Mutton	7	3	32			
				Middle Haining -	12	1	27			
				Long Lane - -	8	1	8			
				South-west Leazes	14	2	23			
		South-east ditto -	15	1	15					
		Little South ditto -	7	1	31					
		Flowery Field -	10	0	15					
		South Horse Close	9	1	20					
		The Intake - -	5	1	10					
		North Horse Close	13	2	15					
Cow Stand -	Robert Snowden -	North-east Leazes	9	1	23					
		Burnt Land -	16	0	5					
		Little North Leazes	7	2	15					
		North-west ditto -	9	3	22					
							265	2	13	
				Farm House and Buildings.						
				South-east Field -	14	1	35			
				East Middle Field	22	1	0			
				Houses and Garths	0	2	0			
				North-east Field -	6	1	20			
				A Ditto - -	5	3	0			
				House Field -	10	2	37			
				North Middle Field	16	0	7			
				New Close - -	18	3	35			
		South Middle Field	8	1	0					
		Long Field - -	8	3	8					
		Ditto - -	9	0	0					
		South-west Field -	13	1	26					
		West Middle Field	15	2	16					
		North-west Field -	19	1	30					
						169	2	14		



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.			
			A.	R.	P.	A.	R.	P.	
Hylton Castle and Castle Farm.	Henry M'Laren -	Farmhouse and Buildings.		—					
		Long Swang -	21	3	27				
		Watering Pasture -	24	1	24				
		Burn Flat -	39	0	7				
		Ditto (South of the Burn).	2	3	0				
		Washhouse Close -	1	3	20				
		The Lawn -	17	0	13				
		Ditto -	1	3	16				
		Garden -	2	2	20				
		East Town, End Field	16	1	38				
		West ditto -	19	0	20				
		North Butcher Close	23	2	32				
		South ditto -	17	3	15				
		Bridge Field -	16	3	16				
B. Wood Banks -	13	1	16						
							218	3	24
South Moor -	Nicholas Smiles -	Farmhouse and Buildings.		—					
		Seven Acres -	7	2	30				
		East Field -	12	2	32				
		Ferry Boat Field -	14	3	20				
		Long Loaning -	14	2	0				
		South Field -	14	0	0				
		West Field -	14	3	2				
		Long Field -	20	1	24				
		Well Field -	11	2	18				
		South Moor -	14	1	30				
		Whinney Moor -	7	3	0				
		A. ditto -	5	2	0				
		West House Field -	12	0	30				
		North House Field	6	0	14				
Houses and Garths	0	2	0						
South House Field	5	0	30						
Sixteen Acres -	19	0	30						
							181	1	20
	Robert Wilson -	A Public House.		—					
	Woods and Spence -	A Ship-building Yard.		—					
	Thomas Lightfoot -	Ditto.		—					
	Stanhope Railway Company.	Land used as Railway.		—					
	Tweedale Patent Drain Tile Company.	Brick and Tile Yards.		—					
Parish of Gainford, County of Durham.	William Waite -	Tongue -	1	3	24				
		House Field -	5	0	28				
		Moss Close -	16	2	32				
		Lightly ditto -	7	3	9				
		Pasture Hill -	26	3	15				
		Hazel Hurst -	13	3	11				
		Wood -	47	2	25				
		Low Corn Close -	16	3	35				
		Waste -	0	1	26				
		Home -	7	0	34				
		Waste -	1	0	7				
West Ox Pasture -	10	2	8						



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		East Ox Pasture -	9	1	13			
		East Calf Close -	13	1	20			
		High Corn ditto -	9	0	34			
		West Calf Close -	16	2	22			
		Waste -	0	2	1			
		Ditto -	0	0	37			
		Ditto -	0	3	1			
		Birkbush -	8	1	14			
		Long Lands -	5	3	34			
		West Meadow -	9	3	28			
		Park -	2	2	26			
		Garden -	0	1	8			
		House, &c. -	1	1	32			
		Bell's Close -	4	2	34			
		East High Leazes	6	2	26			
		West High Leazes	6	1	2			
		Far Birk Bush -	7	3	29			
		Waste -	0	2	12			
		Low Allotment -	6	1	7			
		Bull Park -	4	0	18			
		Quarry -	1	2	32			
		Home Pasture -	10	2	0			
		Cow ditto -	14	3	25			
		East Field -	6	0	9			
		Moss Mire -	6	2	6			
		North Close -	5	1	30			
		North-east Allotment.	6	0	11			
		South ditto -	5	3	6			
		North-west ditto	8	0	7			
						336	1	18
	George Amos -	East Pasture -	15	0	28			
		North-east ditto -	10	1	15			
		South-west ditto -	7	1	33			
		Spring Hill -	7	1	39			
		Paring ditto -	11	3	9			
		Near Back Field -	11	0	20			
		House, &c. -	0	2	10			
		Far Back Field -	12	3	23			
		Far Field -	14	3	4			
		Middle Field -	11	1	16			
		Wood -	6	0	4			
		Home Field -	7	2	15			
		Wood -	3	3	2			
		Little Home -	1	3	36			
		Home -	8	1	25			
		Wood -	4	2	38			
		Banks Field -	8	1	0			
		Croft -	3	3	39			
		Garth -	1	3	21			
		Barn Field -	9	2	2			
		Bogs -	4	2	31			
		Shipleigh Moor -	3	2	25			
		East Springs -	5	0	18			
		Ditto -	0	1	22			
		Parsimoor Castle Field.	9	0	38			

[Private.]



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		Middle Springs -	4	1	30			
		West ditto -	3	1	15			
		Wood -	18	1	29			
		Broad Field -	11	1	0			
		Ditto -	6	1	26			
		Low Spring Head -	9	2	28			
		High ditto -	4	0	15			
		Broad Field -	6	2	20			
		Ditto -	6	2	26			
		North Cow Pasture	7	2	1			
						260	2	23
	The Duke of Cleveland	Land between the River Tees and Marwood Park Wall; annual Rent, 11s. 4d.	—					
	John Wilson -	Howe Pasture -	7	2	3			
		Sun ditto -	15	1	12			
		Robert Knot ditto	6	0	34			
		Clover Field -	6	2	32			
		Bank Top Field -	4	1	31			
		Wood Close -	7	0	19			
		Billey Lane Field -	5	1	9			
		Back ditto -	7	0	37			
		East Garth -	1	0	13			
		West ditto -	1	1	11			
		Turnip Field -	7	1	10			
		Kininive Field -	3	0	12			
		North Pringles ditto	5	2	38			
		Wood -	1	3	3			
		South Pringles Field.	6	1	15			
		Great Moor -	15	2	0			
						101	3	39
	William Clapham -	Moor Close -	18	1	6			
		Buildings and Garth.	1	1	16			
		Low Coat Garth -	4	0	37			
		High ditto -	6	2	2			
		Rush Field -	3	2	32			
		Plantation -	2	1	32			
		Low Rush Field -	3	0	20			
		Dove Coat ditto -	6	2	24			
		Ditto -	7	0	0			
		Middle ditto -	5	0	12			
		Low ditto -	4	2	25			
		East Pasture -	12	2	28			
		Shoulder of Mutton Close.	6	2	35			
		Little Pasture -	7	1	22			
		Limestone Quarry	3	3	24			
		East Pasture -	15	0	34			
		Limekiln ditto -	7	2	24			
		West ditto -	16	1	36			
		High Rushy ditto	11	0	6			
		Low ditto -	14	2	24			
						158	2	39







*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		Low Field -	3	3	5			
		Low West Field -	2	0	0			
		Middle ditto -	3	1	10			
		High ditto -	2	1	12			
		Home Field -	5	3	25			
		Gill -	0	3	14			
		Low Field -	5	2	17			
		Dent's Field -	2	2	35			
		Wham -	6	0	22			
		Pasture -	14	0	0			
		Allotment -	24	1	36			
		Ditto -	226	2	11			
						337	0	13
	William Langstaff -	High Intack -	4	1	14			
		Low ditto -	8	0	14			
		Home -	0	1	13			
		Sun Bank -	4	3	12			
		Hill -	2	1	28			
		Calf Close -	7	0	5			
		East Field -	4	3	18			
		West Field -	3	1	20			
		Honey Pot -	5	2	3			
		East High Field -	3	2	30			
		High Field -	3	3	35			
		House, &c. -	0	2	8			
		Stotley Pasture -	21	0	23			
		Allotment -	133	2	12			
						203	2	35
	Jonathan Brown -	Bull Syke Close -	3	0	6			
		Cow Pasture -	23	0	26			
		High Nest Field -	6	0	30			
		Low ditto -	4	3	16			
		Lowrey Close -	5	0	16			
		Stackgarth -	0	0	11			
		Barn Field -	5	0	20			
		Old ditto -	10	3	22			
		Buildings, &c. -	0	1	30			
		North Allotment -	23	3	0			
		East ditto -	9	0	30			
		South ditto -	5	3	28			
		Narrow Scribe -	0	1	28			
						98	0	23
Parish of Cockfield, County of Dur- ham.	Margaret Oates -	28 Cattle Gates and 2 Sheep Gates on Egleston Com- mon.						
		Pinfold Allotment -	8	0	5			
		Home ditto -	7	0	18			
		House, &c. -	0	1	7			
		Home Field Meadow -	7	1	23			
		Ditto Pasture -	6	3	22			
		Cow Close -	8	2	11			
		Ditto -	8	1	3			
		Cinder Oven Field -	12	1	12			
		Cow Close Wood -	2	0	3			
		Ditto -	5	1	5			
		South Pasture -	4	0	21			
		West ditto -	5	2	13			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		Middle Pasture -	4	0	25			
		South Miller's Hill	5	1	7			
		Garth - - -	1	0	33			
		Cleugh - - -	11	0	2			
		House, &c. - -	0	1	2			
		Wood - - -	1	1	36			
		West Hay Garth -	4	0	20			
		Miller's Hill -	4	1	19			
		Wood - - -	0	3	12			
		East Hay Garth -	6	3	7			
						115	1	26
	Anthony Todd -	Woodland Allotment.	-	-	-	222	3	8
	Jonathan Raine and Son.	Garth - - -	1	1	14			
		House, &c. - -	0	0	24			
		Stone Stackgarth Field.	5	0	32			
		Pry Close - - -	3	1	15			
		Fallow Field - -	3	3	33			
		Long Close - - -	5	2	24			
		West Garth - - -	2	2	34			
		Barley Hill - - -	6	2	6			
		Rough Pasture - -	10	0	26			
		High Field - - -	8	3	10			
		Kiln Close - - -	9	0	16			
						56	3	34
	John Peverell -	Fallow - - -	12	3	12			
		Garth - - -	0	2	12			
		Hall Pasture - -	13	0	30			
		Wood Field - - -	16	2	0			
		North Pasture - -	10	1	35			
		East ditto - - -	20	0	6			
		South ditto - - -	12	2	12			
		Big Close - - -	20	2	2			
		Meadow Field - -	11	2	38			
		West ditto - - -	7	1	27			
		Spring Hill - - -	8	0	36			
		Barn Field - - -	10	3	35			
		Rift Hill - - -	11	0	0			
		High Field - - -	18	3	23			
		Steele Dale - - -	8	1	21			
						183	1	9
	William Walker -	Garth - - -	-	-	-	0	3	14
		House - - -	-	-	-			
	Ralph Hope - -	North Garth - -	1	3	24			
		South ditto - - -	1	0	8			
		Cottage, Byer, Garden, &c.	-	-	-	2	3	32
	John Moses - -	Far Lane Field -	10	0	36			
		Near ditto - - -	10	3	0			
		Great ditto - - -	14	1	24			
		High Wackerfield Close.	7	3	28			
		Middle ditto - -	7	1	24			
		Middle Field - - -	2	1	38			
		Garth End - - -	5	0	38			

[Private.]

*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		Low Wackerfield Close.	4	3	15			
		Pasture Field .	3	1	8			
		Garth - -	0	2	28			
		Ditto and Buildings	0	1	28			
		Sun Field - -	2	3	0			
		Evenwood Field -	1	1	38			
		Bradshaw Close -	3	3	22			
		Part of Hesperley Lane.	4	2	2	80	1	9
	Thomas Lamb - -	North Oaks - -	9	1	34			
		South ditto - -	12	3	2			
		Broad Bottoms -	6	3	15			
		East Broad Field -	10	2	0			
		Middle ditto - -	16	1	16			
		West ditto - -	12	3	9			
		North ditto - -	19	2	30			
		West Close - -	2	2	8			
		West Pasture - -	10	2	25			
		House Meadow -	9	2	0			
		Gordon House Field.	14	1	0			
		East Pasture - -	11	0	26			
		Jefferson's Close -	9	1	30			
		Buildings and Garths	2	2	30			
		Part of Hesperley Lane.	7	2	0			
		Lane Closes - -	6	3	29	163	0	14
	Michael Raws - -	Hall Pasture - -	-	-	-	21	2	2
Parish of Saint Andrew's Auckland, County of Durham.	Michael Raws - -	High Norwood Pasture.	28	1	3			
		Ditto - -	18	2	7			
		Wood - -	0	2	3			
		West Norwood Pasture.	16	3	23			
		Middle ditto - -	5	2	39			
		Ditto - -	22	1	21			
		East ditto - -	21	3	23			
		East Long Ridges -	12	2	25			
		West ditto - -	24	3	25			
		Nine Acres - -	9	0	27			
		High Cow Pasture	15	0	7			
		Garths - -	3	2	11			
		Ditto - -	0	0	15			
		Middle Field - -	6	1	4			
		Great Folly - -	11	1	39			
		East ditto - -	16	2	1			
		Old Coal-pit Field	15	3	30			
		Lodge Pasture -	14	1	12			
		Wood and Waste -	3	0	12			
		White Close - -	16	1	9			
		House - -	0	0	12			
		White Close - -	8	3	30			
		The Water Side -	0	0	39			
		Ditto - -	0	0	29			
		Ditto - -	0	0	11			



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		The Water Side -	2	2	21			
		Ditto -	0	0	30			
		Water Side Field -	7	2	20			
		Low Cow Pasture -	11	2	37			
		Garth -	2	0	5			
		Buildings, &c. -	1	1	8			
		Bull Paddock -	1	0	38			
		Ditto -	0	1	34			
		Front of House -	14	3	20			
		Wood -	2	3	38			
		Horse Pasture -	23	2	28			
		Waste -	0	1	11			
		Long Leazes -	15	1	2			
		Blackhouse Pasture	13	1	36			
		West Crag and Ellers	23	1	35			
		Fox Cover -	6	1	14			
		Strike -	6	2	35			
		Wood Field -	18	1	30			
						425	3	19
	Durham County Coal Company.	Norwood Pit and Road.	5	1	15			
		Railway and Cragwood Pit.	7	0	0			
		Haggerleaze Railway and Pits, &c.	15	3	39			
						28	1	14
	In hand	Craggwood -	-	-	-	53	3	3
	Thomas Wilson Bowbank.	Field below the Wood	7	0	18			
		Little Wineberry -	1	2	36			
		Great ditto -	6	2	10			
		Wood Field -	1	2	27			
		Great Wineberry -	5	2	12			
		Stone Ends Field and Road.	5	3	32			
		Ditto -	7	3	36			
		House and Buildings	1	2	18			
		Low Field -	27	3	5			
		Middle ditto -	24	1	37			
		High ditto -	12	2	30			
		Rope Field -	6	2	32			
		West ditto -	39	3	37			
		Laverick Nook -	8	2	0			
		Patteson's Close -	9	1	18			
		Bromley's Field -	8	0	8			
		Jockey Close -	6	0	10			
		Handsome Field -	6	1	0			
		Bowes ditto -	10	2	2			
		Drain Close -	14	3	12			
						213	1	20
	Durham County Coal Company.	One Moiety of Barn Close -	5	3	4			
		West Field -	4	2	21			
		Low ditto -	6	0	5			
						16	1	30
	William Wetherilt -	One Moiety of Buildings and Garth	0	2	4			
		East Close and Lane, &c.	5	1	1			
		West Field -	3	1	21			

*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
		Long Riggs -	3	1	22			
		Sod Close -	4	0	29			
		Low and Bad Field	12	3	24			
		Great Whinny ditto.	9	2	2			
		Little Field -	3	1	21			
		Little Whinney Hill.	3	1	29			
		Watson's Close -	10	0	15			
		Ditto and Whinney Pasture.	11	0	37			
		South or Long Field.	15	0	34			
		Little Gowlings	2	2	24			
		Great ditto -	12	1	26			
		North ditto -	3	2	26			
		Fowler's Close -	6	3	30			
	Bryan Hodgson -	Entirety of High Marygold Hill	23	1	29	108	0	25
		Daniel Hill Close	13	2	15			
		Ditto - -	24	0	0			
		Railey Burn Close	17	3	8			
		Nettle Bed -	21	2	33			
		Stonechester Hill	11	2	0			
		Pit Green - -	22	0	2			
		Sheepfold Hill -	28	0	13			
		Lane Close -	21	3	0			
		And One Moiety of Low Marygold Hill Copyhold Close	24	1	6	183	3	20
			9	0	11			
	Durham County Coal Company.	Low Thrushwood -	6	3	27	33	1	17
		Middle ditto -	7	3	21			
		Bank Side - -	3	3	30			
	Mrs. Hull - -	East Thrushwood -	7	3	31	18	2	38
		West ditto -	6	2	20			
		Low Flatts - -	5	1	23			
		East Hill - -	7	0	10			
		Middle Flatts -	7	0	37			
		Barn ditto - -	3	3	0			
		Shirley Close -	10	1	4			
		Moor Field - -	15	1	20			
		Circle Close -	15	3	8			
		Middle Field -	5	2	0			
		Back Dykes -	5	3	1			
		West Leazes -	5	2	20			
		East ditto - -	9	1	0			
		Low Hill - -	7	3	28			
		Bull Park House -	2	3	20			
		Calf Garth - -	1	0	20			
		Quarry Field -	1	3	36			
		Tramway - -	0	0	7			
		West Field - -	3	2	1			
		South ditto -	3	0	29			
		East do. - -	4	0	31	130	1	26



*Bowes' Estate.*

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
	Edmund Carrick -	West Garth -	1	1	4			
		Pasture -	5	1	30			
	John Vart -	Todd's Field -	-	-	-	6	2	34
						3	3	4

One Moiety of all those Collieries, Coal Mines, Coal Pits, and Seams of Coal, as well opened as not opened, belonging to the See and Bishopric of Durham, within the Park of Evenwood, and within all and singular the Copyhold Lands at Evenwood Town and Town Fields, within all and singular the Townsteads, Hamlets, Places, and Villages of Ramshaw, Gordon, Morley, and Tofthill, according to ancient Metes and Bounds, within the Barony of Evenwood and within all the Copyhold Lands whatsoever within the said Barony, with the Appurtenances, held by Lease for Three Lives from the Bishop of Durham, dated the 14th Day of July 1848.

Parish of Bowes in the North Riding of Yorkshire.	Mark Sayer -	Gravel Bed, &c. -	0	2	15					
		South-west Pasture	3	3	14					
		North ditto -	3	1	23					
		Bank -	1	0	12					
		Bowes Pasture -	4	0	17					
		Gardens -	0	0	36					
		Low Riggs -	3	0	1					
		High ditto -	4	0	3					
		Bogg Field -	2	0	6					
		North Cow Close	5	3	28					
		Allotment.								
		Middle ditto -	5	0	25					
		South ditto -	4	2	6					
		High Mire Kell -	5	2	2					
		East Middle ditto -	3	2	22					
		West ditto -	3	0	35					
		Low ditto -	6	0	20					
						56	1	25		
	Representatives of Thomas Wheldon, deceased.	Ox Pasture -	-	-	-			3	3	23
Parish of St. Oswald, in or near the City of Durham.	John Clifton -	Elvet Common Al- lotment.	-	-	-			3	0	0
										House, Gar- den, Coach- house, and Stables in Old Elvet Street.
Isle of Dogs, in the Parish of All Saints Poplar, in the County of Middlesex.	Killy -	Six Closes of Land, viz. No. 1.	0	2	35					
		No. 2.	12	2	23					
		No. 3.	9	2	13					
		No. 4.	6	2	13					
		No. 5.	6	0	35					
		No. 6.	10	3	35					
								46	2	34
Parish of St. George Hanover Square.	F. G. Johnstone, Esq.	House in Conduit Street, No. 54, with Stables and Appurtenances.								
In the City of London.	William Henry Sherwin.	House in St. Clement's Lane, No. 26.								

*Ra. Dent.*

[Private.]

8 g

*Bowes' Estate.*

The SECOND SCHEDULE referred to by the foregoing Act.

## IN THE CHAPELRY OF TANFIELD.

Names of Places.	Names of Occupiers.	Description of Property.	Quantity.			Total Quantity in each Holding.		
			A.	R.	P.	A.	R.	P.
Park Head -	Luke Turnbull -	One Moiety of Well Hill -	18	0	39			
		High Field -	12	2	11			
		Red Row Field -	8	2	24			
		Long Field -	9	2	29			
		Claypit Field -	8	0	12			
		Farlane Field -	7	1	8			
		Wood Close -	7	1	20			
					71	3	23	
	In hand -	One Moiety of Woodlands -	-	-	-	13	2	37
West Shield Row -	Joseph Ramshaw -	One Moiety of Intake -	5	1	0			
		Well Close -	8	2	25			
		Low Springs -	18	0	21			
		Well Field -	31	2	28			
		High Springs -	23	0	0			
		Fox Holes -	25	2	21			
		Allotment -	5	0	15			
		Ditto -	6	0	15			
		Ditto -	2	3	38			
		Ditto -	17	0	19			
		Ditto -	12	1	12			
		Waggonway and Waste.	2	3	26	158	3	20
	In hand -	Moiety of Woodlands -	-	-	-	4	2	32
East Shield Row -	Rev. Wm. Simpson -	Two Thirds of Houghill Bridge -	-	-	-	10	2	22

*Ra. Dent.*



*Bowes' Estate.*

The **THIRD SCHEDULE** referred to in the foregoing Act.

Partnership Stock of Collieries and Rents certain, paid in advance.

Collieries.	Value, 31st Dec. 1849.
	£
Shipcote or Tyne Main - - -	3,000
Killingworth - - -	25,000
Burraton - - -	11,000
Mount and Springwell - - -	35,000
Seaton Burn - - -	12,000
	86,000
Value of Estates and Coal - - -	38,350
	124,350

One undivided Third Part of the Real Estates belonging to the Partnership of Lord Ravensworth and Partners.

Names of Estates.	Occupier.	Tenure.	Quantity.			Total Quantity.		
			A.	R.	P.	A.	R.	P.
In the County of Durham, East Shield Row and Royalty, in the Chapelry of Tanfield.	Joseph Oxley -	Freehold:						
		One Third of Haystack Field -	14	2	7			
		Burn Close - - -	11	2	32			
		Houses and Garths -	0	1	14			
		Mary Liddle's Field	13	2	20			
		Eight Acre Field -	8	3	26			
		Nine - - -	9	0	30			
		Sister Wham - - -	10	1	15			
		Birkey Hill - - -	19	1	32			
		First Field - - -	11	0	8			
		Houses and Garths -	3	2	0			
		Allotment - - -	19	3	18			
					122	2	2	

*Bowes' Estate.*

Names of Estates.	Occupier.	Tenure.	Quantity.			Total Quantity.		
			A.	R.	P.	A.	R.	P.
Mount and Springwell Farms in the Township of Usworth and Parish of Washington, County of Durham.	Lord Ravensworth and Partners.	Freehold :						
		Building, Yards, and vacant Ground at Springwell.	2	1	2			
		Springwell Lane or Road.	1	3	16			
		The Well Close -	10	3	4			
		The Pump Close -	18	0	28			
		The Shank and Loaning Close.	17	2	8			
		Part of do., East of Waggonway.	3	0	35			
		The Loaning Close	2	0	23			
		Springwell Old Park.	23	0	0			
		The Quarry Heaps -	17	1	22			
		The Campfield -	21	1	0			
		Egiton Moorfield -	17	2	8			
		The Oatfield -	22	1	15			
		Quarry Waste, &c., East of Waggonway.	1	2	37			
		The Red Row Field	11	2	34			
		Blackens Field -	14	2	12			
		Blackens Hill -	19	1	5			
		The Beef Tub Field	21	0	8			
		The Mount Field, inclusive of Gardens, &c.	16	3	34			
		Little Pasture -	2	0	6			
		Lane leading to Mount Collieries.	1	3	7			
		The Mount Old Park	15	1	30			
		The Mount New Park	10	1	6			
		The Quarry Hill -	8	0	30			
		The Hill Road included.	5	3	34			
		Quarry Banks -	3	0	6			
		Rogers Park -	5	1	6			
The West Rye Hill	12	1	12					
Quarry Heaps, Waste included.	11	3	0					
The Shoulder of Mutton Fields.	7	0	0					
Thistley Close -	13	1	19					
The Curtain Whins	11	3	18					



*Bowes' Estate.*

Names of Estates.	Occupier.	Tenure.	Quantity.			Total Quantity.			
			A.	R.	P.	A.	R.	P.	
		East Rye Hill -	17	3	2				
		Garth Ends - -	9	2	22				
		Long Riggs - -	9	2	2				
		Ground at and near the Pit, Waggonways, Buildings, Garths, Gardens, and Waste Ground included -	14	0	6				
		The Mount Cottages, Gardens, Roads, and Waste.	4	2	34				
		Mount House and Offices, Farm, and other Buildings, Yards, Gardens, and vacant Ground	2	1	34				
		The South Field -	11	3	24				
						421	0	29	
		Royalty or Coal Mines of Bensham, and Coal under Windmill Hill, Catholic Chapel, Green Field, and Premises at Gateshead in the Parish of Gateshead, One Third of, containing by Estimation	Freehold	-	-	-	626	0	0
		House and Garden in Usworth Township, One Third of	Ditto	-	-	-	0	1	10
		Right of Common on a Tract of Waste Land at Usworth, containing	Ditto	-	-	-	32	2	0
		In the County of Northumberland, One Third of One Moiety of Coal at Heaton Parish of All Saints, Newcastle	Ditto	-	-	-	600	0	0
		Farm and Royalty called Midgeholme at the Team, in the Parish of Whickham, in the Occupation of, containing	-	-	-	-	33	0	17
		A Close or Field of Land called Greensfield, at Gateshead in the Parish of Gateshead, containing	Ditto	-	-	-	10	0	0

*Nichs Wood.*

[Private.]

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*Bowes' Estate.*

One undivided Third Part of Leáseholds belonging to the Partnership of Lord Ravensworth and Partners.

Name of Estates.	Where situate.	Quantity.	Tenure.	Under whom held.	Term therein.	Amount of certain annual Rents to which Rental to be added.
		<i>Acres.</i>				<i>£ s. d.</i>
Whickham Manor Royalty.	Parish of Whickham, Durham.	500	Leasehold.	Bishop of Durham.	21 Years, renewed annually.	No certain Rent; the Fees paid on Renewal of Lease.
Killingworth Royalties, with Waggonways to the River Tyne.	Parish of Long Benton, Northumberland.	2,896	Do.	Earl of Carlisle and others.	- -	2,156 15 0
Burraton Royalty	Ditto -	1,300	Do.	W. O. W. Ogle and others.	- -	1,200 0 0
Seaton Burn Royalty.	Ditto -	953	Do.	Rev. R. H. Brandling and Sir Matthew White Ridley, Bart.	- -	750 0 0
Mount Moor or Black Fell Royalty.	Parish of Washington, Durham.	332	Do.	Bishop of Durham.	21 Years	} 5 0 0
Eighton Banks Royalty.	Chapelry of Lamesley.	96	Do.	Ditto -	21 Years	
Usworth Royalty	Parish of Washington.	360	Do.	William Peareth, Esq.	31 Years	600 0 0
Shipcote Royalties, late Darwent Crook.	Parish of Gateshead.	1,577	Do.	C. Ellison, Esq., and others.	- -	200 0 0

One undivided Third Part of Wayleaves held by Lord Ravensworth and Partners, and Waggonways made thereon from Messrs. Bewicke and Crasler, the Vicar of Long Benton, Matthew Bell, Esq., the Vicar of Wall's End, the Dean and Chapter of Durham, Major Airey, and J. R. Pugh, Esq., for Killingworth and Burraton Collieries, Rev. R. H. Brandling, Matthew Bell, Esq., and the Duke of Northumberland, for Seaton Burn Colliery, Thomas Davison, Esq., William Barras, Esq., Cuthbert Ellison, Esq., Dean and Chapter of Durham, and T. D. Brown, Esq., for Springwell Colliery.

*Nich's Wood.*