



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 19.

An Act for enabling the Committee or Committees for the Time being of the Estate of *Stapylton Stapylton* Esquire, a Lunatic, Tenant in Tail Male under the Will of the Reverend Sir *Martin Stapylton* Baronet, deceased, to grant Leases for Mining and other Purposes of certain Parts of the entailed Estates situate at *Eston* in the County of *York*. [7th August 1851.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *May* in the Year One thousand seven hundred and eighty-nine, the Release being made between the Reverend Sir *Martin Stapylton* of *Myton* in the County of *York*, Baronet, and Dame *Leckey* his Wife, of the First Part, *Luke Stapylton* of the same Place, Esquire, the eldest Son and Heir-at-Law of *Francis Samuel Stapylton* deceased, who was the eldest Son of the said Sir *Martin Stapylton*, of the Second Part, *Joseph Allen* of *Furnival's Inn, London*, Gentleman, of the Third Part, *James Wilkinson* of *Boroughbridge* in the said County of *York*, Clerk, of the Fourth Part, *Peter Waldo* of *Mitcham* in

Indentures of Lease and Release, 18th and 19th of May 1789.

[Private.]

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in the County of *Surrey*, Esquire, and *Henry Stapylton* of *Norton* in the County of *Durham*, Esquire, of the Fifth Part, and the Right Honourable *Henry Earl Fauconberg*, Baron of *Yarm* in the said County of *York*, and *Henry Thompson* of *Kirby Hall* in the same County, Esquire, of the Sixth Part, and by virtue of a Common Recovery suffered in *Easter* Term in the Twenty-ninth Year of His late Majesty King *George* the Third, in which the said Sir *Martin Stapylton* and Dame *Leckey* his Wife, and also the said *Luke Stapylton*, were duly vouched, Two undivided Third Parts of the Manor of *Eston* in the County of *York*, and also divers Lands, Messuages, Hereditaments, and Premises situate, lying, and being in the Township of *Eston* and elsewhere in the said County of *York*, were conveyed and assured (subject to the Payment of certain Annuities which have since ceased, and to a Term of One hundred Years for securing the same,) to the Use of the said Sir *Martin Stapylton* and his Assigns for his natural Life, without Impeachment of Waste, with Remainder (subject to the Payment of certain Annuities which have since ceased, and to a Term of Ninety-nine Years for securing the same,) to the Use of the said *Luke Stapylton* and his Assigns for his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Peter Waldo* and *Henry Stapylton*, and their Heirs, during the natural Life of the said *Luke Stapylton*, in trust to support the contingent Remainders therein-after limited, with Remainder to the first and other Sons of the said *Luke Stapylton* in Tail Male, and for default of such Issue to the Use of *Martin Stapylton* Esquire, the then eldest and only Son of the said Sir *Martin Stapylton*, for his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Peter Waldo* and *Henry Stapylton*, and their Heirs, during the Life of the said *Martin Stapylton*, in trust to support the contingent Remainders therein-after limited, with Remainder to the Use of the first and other Sons of the said *Martin Stapylton* the Son in Tail Male, and for default of such Issue to the Use of such Person or Persons, and in such Parts, Shares, and Proportions, and for such Estate and Estates, Use and Uses, whether absolute or conditional, and with or without any Charge or Charges thereon or any Part thereof, and with, under, and subject to such Trusts, Powers, Provisoes, Conditions, Limitations, Declarations, and Agreements, or in such Manner and Form, as he the said Sir *Martin Stapylton*, by any Deed or Deeds, Writing or Writings, to be by him signed, sealed, and delivered in the Presence of and attested by Two or more credible Witnesses, with or without Power of Revocation, or by his last Will and Testament in Writing, or any Writing purporting to be his last Will and Testament, or any Codicil thereto, to be by him signed, sealed, and published in the Presence of and attested by Three or more such Witnesses, should direct, limit, and appoint, and in default of such Direction, Limitation, or Appointment, and in the meantime until such

Direction,

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Direction, Limitation, or Appointment should be made and take effect, or, if any such should be made, when and as the Estate or Estates, Use or Uses, so to be directed, limited, or appointed, should respectively end or determine, or, in case of any incomplete Appointment being made, as to so much or such Part or Parts of the same Hereditaments to which such Direction, Limitation, or Appointment (if made) should not extend, to the Use of the said Sir *Martin Stapylton*, his Heirs and Assigns, for ever: And whereas the said *Luke Stapylton* departed this Life in the Lifetime of the said Sir *Martin Stapylton*, leaving no Issue: And whereas the said Sir *Martin Stapylton* made and published his last Will and Testament in Writing, bearing Date the Third Day of *October* One thousand eight hundred, and duly signed, sealed, published, and declared by the said Testator in the Presence of and attested by the Three credible Witnesses whose Names are thereunto subscribed as Witnesses, and thereby the said Testator, by virtue and in pursuance of the Power and Authority to him given and reserved in and by the said Indenture of Release of the Nineteenth Day of *May* One thousand seven hundred and eighty-nine, did direct, limit, and appoint that all the Hereditaments comprised in the said Indentures and Recovery, with their and every of their Rights, Members, and Appurtenances, and all his Reversionary Estate and Interest therein, should, from and immediately after the Determination of the said Estates so limited to his said Son *Martin Stapylton* and his Issue Male in and by the said Indenture of Release and Recovery, go, be, and enure unto and to the Use of his the Testator's Grandson *Martin Bree* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the said *Peter Waldo* and to *Edward Sacheverell Sitwell* and their Heirs during the Life of the said *Martin Bree*, in trust to preserve the contingent Remainders therein-after limited from being defeated or destroyed, with the usual Powers and Remedies for that Purpose, and from and after the Decease of the said *Martin Bree* to the Use of the First Son of the Body of the said *Martin Bree* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and for default of such Issue to the Use of the second, third, fourth, and all and every other the Son and Sons of the Body of the said *Martin Bree* lawfully to be begotten successively in Tail Male, with divers Remainders over; and the said Testator by his said Will expressly directed that his said Grandsons and their Issue Male respectively should, when and as they should severally succeed to and be in the actual Possession of the said Hereditaments by virtue of the Limitations aforesaid, or within Six Calendar Months afterwards, assume and take upon himself or themselves respectively, and continue to use, the Surname and bear the Arms of *Stapylton* only, and write and style himself and themselves in all Deeds and Writings and upon all Occasions by that Surname only, and on Refusal or Neglect thereof by him or them, that then
and

Death of
Luke Stapyl-
ton without
Issue.
Will of
Sir Martin
Stapylton,
3d October
1800.

Stapylton's Estate.

Death of Sir
M. Stapylton.

Succession
of Martin
Stapylton
and Death
without
Issue.

Stapylton
Stapylton,
Esquire, Te-
nant in Tail
Male under
Will of Rev.
Sir Martin
Stapylton.

Issue of Sta-
pylton Sta-
pylton.

Order of the
Court of
Chancery
referring to
Master for
Appoint-
ment of
Guardian,
15th July
1851.

and in such Case all the said Hereditaments should go to and be vested in the Person or Persons who should or might be next entitled thereto in succession by virtue of the Limitations aforesaid, and take upon him and them such Surname and bear such Arms as aforesaid, as fully to all Intents and Purposes as if the Person or Persons refusing so to do was or were actually dead: And whereas the said Sir *Martin Stapylton* departed this Life in or about the Month of *January* One thousand eight hundred and one, without having altered or revoked his said Will: And whereas, upon the Decease of the said Testator, the said *Martin Stapylton* Esquire, his Son, succeeded to the Estate of the said Testator, and died without Issue on or about the Second Day of *January* One thousand eight hundred and seventeen, and thereupon the said *Martin Bree*, the Grandson of the said Testator, came into the actual Possession of the said several Estates thereby devised, and assumed and bore the Name and Arms of *Stapylton* only: And whereas the said *Martin Stapylton* the Grandson departed this Life on the Seventh Day of *March* One thousand eight hundred and forty-two, leaving Issue Male; (that is to say,) *Stapylton Stapylton* his eldest Son, born in or about the Month of *February* One thousand seven hundred and ninety-eight, and *Martin Stapylton* his Second Son, born in or about the Month of *December* One thousand eight hundred, and other Issue; and thereupon his Son *Stapylton Stapylton* became entitled as Tenant in Tail Male to the Lands, Messuages, Tenements, Hereditaments, and Premises comprised in the said Indenture of Release and Settlement of the Nineteenth Day of *May* One thousand seven hundred and eighty-nine, and the said Will of the said Sir *Martin Stapylton*: And whereas the said *Stapylton Stapylton* has Issue Male now living Two Sons only, (that is to say,) *Henry Miles Stapylton*, an Infant of the Age of Nineteen Years or thereabouts, and *Martin Bryan Stapylton*, an Infant of the Age of Seventeen Years or thereabouts: And whereas by an Order of the High Court of Chancery, dated the Fifteenth Day of *July* One thousand eight hundred and fifty-one, and made by the Vice Chancellor *Knight Bruce* in the Matter of *Henry Miles Stapylton* and *Martin Bryan Stapylton*, Infants, upon the Petition of them the said Infants, it was ordered that it should be referred to the Master of the said Court to whom this Matter stands referred to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Infants, that Consent should be given on their Behalf to the Bill now before Parliament in the Petition mentioned, or any other Bill, and if the said Master should be of opinion that it would be for the Benefit of the said Infants, then it was ordered that the said Master should approve of a proper Person to act in the Nature of Guardian to consent to such Bill on behalf of the said Infants, and it was ordered that the Person the said Master should approve of be appointed to act as such Guardian; and the said Master, in making the said Inquiries, was to be

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be at liberty, if he should think fit, to refer to and use any Evidence or other Proceedings in the Matter of the Lunacy of *Stapylton Stapylton* the Infants Father: And whereas *Richard Torin Kindersley* Esquire, the Master of the High Court of Chancery to whom the said Order was referred, by his Report made in pursuance thereof and dated the Twenty-eighth Day of *July* One thousand eight hundred and fifty-one, stated that he had been attended by the Solicitor for the said *Henry Miles Stapylton* and *Martin Bryan Stapylton*, and he had proceeded on the Reference directed by the said Order; and, after setting forth and stating the said Indenture of Release and Settlement of the Nineteenth Day of *May* One thousand seven hundred and eighty-nine, and the said Will of the Reverend Sir *Martin Stapylton* Baronet, and also the Report of the Sixteenth Day of *June* One thousand eight hundred and fifty-one, and the Order of the Twenty-first Day of *June* One thousand eight hundred and fifty-one, and also stating that this Bill had been laid before him, and setting forth the Purport and Effect thereof, the said Master certified that, having regard to the expectant Interest of the said *Henry Miles Stapylton* and *Martin Bryan Stapylton* under the said Indenture of Lease and Release and Settlement of the Eighteenth and Nineteenth Days of *May* One thousand seven hundred and eighty-nine, and the Will of the said Sir *Martin Stapylton*, in the Lands, Messuages, Tenements, and Hereditaments comprised therein, he was of opinion that it was fit and proper, and for the Benefit of the said Infants, that Consent should be given on their Behalf to the said Bill, provided a Clause be introduced therein stipulating and providing that One equal Third Part of the Rents, Tolls, Duties, or Royalties which, in any Lease or Leases to be made or granted under the Authority of the said Act, should be reserved and made payable for or in respect of Iron, Ironstone, Iron Ore, Brick Earth, Clay, Coal, or other Mineral Produce to be gotten in or out of the Lands demised by such Lease, should be set apart and appropriated to form a Fund to be applied in or towards the Discharge of the Charges and Incumbrances on the said Estates, and should be duly invested and accumulated for that Purpose; and, being of that Opinion, the said Master had entertained a Proposal on behalf of the said Infants for the Appointment of a Guardian for them, wherein *William Risdon* of *Hammersmith* in the County of *Middlesex*, Esquire, was proposed to him as a proper Person to be so appointed, and the said Master approved the said *William Risdon* as a proper Person to act in the Nature of a Guardian for the said Infants, to consent to such Bill on their Behalf, provided such Clause as aforesaid be introduced into the said Bill: And whereas a Commission in the Nature of a Writ De lunatico inquirendo was issued to inquire into the Lunacy of the said *Stapylton Stapylton*, under which he was, on the Third Day of *December* One thousand eight hundred and thirty-eight, found a Lunatic, and by an

Master's
Report
appointing
Guardian,
28th July
1851.

Commission
of Lunacy
against Sta-
pylton Sta-
pylton, Esq.
Appoint-
ment of
Order Thomas Var-

[Private.]

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don, Esquire,
as Com-
mittee of his
Estate,

Order of the
Lord Chan-
cellor,
25th April
1851.

Master's
Report,
16th June
1851.

Third Sche-
dule.

Order of the Lord High Chancellor, bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and forty-four, the Care and Management of the Estate of the said *Stapylton Stapylton* was committed to *Thomas Vardon* Esquire: And whereas the *Redcar and Middlesborough* Railway passes through a Part of the said entailed Estates mentioned in the First Schedule to this Act: And whereas by an Order of the Lord High Chancellor of *Great Britain* made on the Petition of the said *Thomas Vardon*, and dated the Twenty-fifth Day of *April* One thousand eight hundred and fifty-one, it was referred to the Masters in Lunacy to inquire and certify, jointly or severally, whether it would be fit and proper, and for the Benefit of the said *Stapylton Stapylton* and his Estate, that a Lease or Leases should be granted of any and what Part or Parts of the Estate of the said *Stapylton Stapylton*, for the Purpose of the same being worked for Ironstone or other Mineral Produce, and to whom and for what Period, and upon what Terms and Conditions; and in case the said Masters should, jointly or severally, be of opinion that any Lease or Leases should be granted for the Purposes aforesaid, then they were to inquire and certify, jointly or severally, whether, having regard to the Lease or Leases which might be proposed to be granted, it would be fit and proper that Application should be made to Parliament by the said Petitioner, as such Committee as aforesaid, for an Act of Parliament authorizing the granting of such Lease or Leases, and if so what should be the Powers and Restrictions which should be contained in such Act of Parliament: And whereas *Francis Barlow* Esquire, One of the Masters in Lunacy to whom the said Matter was referred, made his Report, which was dated the Sixteenth Day of *June* One thousand eight hundred and fifty-one, and thereby, among other things, certified that he found that those Portions of the Estate of the said *Stapylton Stapylton* at *Eston* which are believed to contain Ironstone are the Common Pasture, which is a large Tract of Waste Land containing several Hundred Acres situate on the Summit of a Hill, and producing no Rent, and the several Pieces or Parcels of Land in the Third Schedule to that his Report mentioned, and also mentioned in the Third Schedule to this Act, and described in such Schedules respectively as Numbers 68, 22, 66^a, 67^a, and 148, and that he the said Master had in the said Third Schedule to that his Report set out the Lands the Surface of which it is proposed by the Articles of Agreement in the said Master's said Report and herein-after mentioned should be demised to *Henry William Ferdinand Bolckow* and *John Vaughan* (and which Lands are the same as are set out in the Third Schedule to this Act), and that he had in such Schedule set out the Numbers and Acreage of such Lands, and the Rents at which the same are now let, and which Rents the said Master found amount in the whole to the Sum of Two hundred and thirty-one Pounds Fourteen Shillings and Fivepence
a Year,

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a Year, or thereabouts; and the said Master found that the said *Henry William Ferdinand Bolckow* and *John Vaughan*, who are Ironmasters and Copartners residing at *Middlesborough* in the North Riding of *Yorkshire*, have made Proposals to the said *Thomas Vardon* to take a long Lease of certain Parts of the said Estate of the said *Stapylton Stapylton* at *Eston*, to work the Ironstone under the same; and the said Master found that certain Articles of Agreement have been entered into between and signed by the said *Thomas Vardon* and the said *Henry William Ferdinand Bolckow* and *John Vaughan*, dated the Fourteenth Day of *June* One thousand eight hundred and fifty-one, whereby they have, subject to the Sanction of the Lord High Chancellor, agreed as follows, "that it should be lawful for them the said *Henry William Ferdinand Bolckow* and *John Vaughan*, and their Agents and Workmen, to open and dig, and get and dispose of the Iron, Ironstone, and Iron Ore in and under the Pieces of Land called the *First Beacon Bank Pasture*, Number 68, the *Second Beacon Bank Pasture*, Number 22, and the several Pieces or Parcels of Land, Numbers 66^a, 67^a, and 148, delineated in the Plan annexed thereto, (and which Pieces of Land are those of the same Numbers in the said Third Schedule to the said Master's Report and in the Third Schedule to this Act,) and also in and under the Surface of the Common Pasture thereto adjoining, (being the Common Pasture or Tract of Waste Land in the said Master's Report before mentioned,) without breaking the Surface of such Common Pasture, together with Liberty to dig Clay, Brick Earth, and make Bricks, as therein mentioned, for the Purpose of erecting Buildings for the working of the said Iron, as therein provided, and also to make Bricks for the Purpose of the Estate of the said *Stapylton Stapylton*, such Estate paying a reasonable Sum for the same, and also the Right to lay down and use an Iron Tramroad from the *Eston Bank* to the *Redcar and Middlesborough* Railway through any of the Lands of the said *Stapylton Stapylton* which lie on the South Side of the *Redcar and Eston* High Road, and through any of the Lands, his Property, which lie on the North Side of the said High Road, and are numbered in the Plan annexed thereto (and also in the said Third Schedule to the said Master's Report and also in the Third Schedule to this Act) 122, 13, 11, 71, 74, 75, 73, 84, 92, 93, 105, 306, 113, 42^a, 42^b, 42^c, and 43, and to occupy the whole of the Land coloured Red upon such Plan, (being the several Pieces of Land with the several Numbers set out in the said Third Schedule to the said Master's Report and in the Third Schedule to this Act,) paying a Rent or Royalty of Eightpence a Ton, such Ton being estimated or calculated as therein-after mentioned, for all the Iron Ore and Ironstone which shall be raised or gotten and taken away under the Provisions of such Agreement, such Rent to be paid quarterly free from all Deductions (except Income Tax), and also paying for the

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the said Ground coloured Red a yearly Rent of Five hundred and twenty Pounds by equal half-yearly Payments, provided that the whole Rent in any One Year to be paid by them to the said *Stapylton Stapylton*, his Heirs or Assigns, including Land, Brickyard, and the Passage or Carriage Rent or Royalty therein-after mentioned, shall never be less than One thousand five hundred and twenty Pounds, and the said *Henry William Ferdinand Bolckow* and *John Vaughan* thereby agree to work the Beds of such Iron, Ironstone, and Iron Ore under the said Pieces of Land so numbered in the said Plan (and in the said Third Schedule to the said Master's Report and in the Third Schedule to this Act) 68, 22, 66^a, 67^a, and 148, in a workmanlike and proper Manner, according to the best and most improved System of mining, and to the Satisfaction of the said *Stapylton Stapylton*, or the Committee of his Estate for the Time being, and subject to the Covenants, Provisions, and Agreement contained in any Lease for the carrying out such Articles of Agreement, and further, that they the said proposed Lessees will, in addition to such Rents or Royalty, pay to the said *Stapylton Stapylton*, and also to his and their Tenants, reasonable Satisfaction for all Damage done by such Lessees, or their Agents or Workmen, to the Estate of the said *Stapylton Stapylton*, or to the Crops and Property of the Tenants or Occupiers of such Estate, in the working of such Iron, Ironstone, or Iron Ore, or in the carrying away of the same, and also will fill up in the usual Way all Shafts, Pits, and the like, and that he the said *Thomas Vardon* will, at the Expense of the said *Henry William Ferdinand Bolckow* and *John Vaughan*, so far as he lawfully can, obtain the Sanction of the Lord High Chancellor to grant to them, and that they would accept, a Lease of the Mines of Iron, Ironstone, and Iron Ore under the said Pieces of Land numbered in the Plan and in the Third Schedule to the said Master's Report and in the Third Schedule to this Act 68, 22, 66^a, 67^a, and 148, together with the Use and Occupation of all Lands so coloured Red as aforesaid, for so long a Term as the Lord High Chancellor should sanction, being not longer than Ninety-nine Years nor shorter than Twenty-one Years from the First Day of *January* One thousand eight hundred and fifty-one, with Liberty for the Lessees to work such Iron, Ironstone, and Iron Ore in manner therein mentioned, for working, carrying away, and disposing of them for their own Use and Benefit, at such Royalty of Eightpence a Ton in its raw and uncalcined State, and at the further Rent of Five hundred and twenty Pounds for the Use of the said Land so coloured Red, provided that the whole Rent to be paid to the Thirty-first Day of *December* in each Year, including the Land, Brickyard, Passage or Carriage Road or Royalty therein-after mentioned, should never be less than One thousand five hundred and twenty Pounds, and it is thereby agreed that the Lessees under such Lease should be at liberty to raise and get any Iron, Ironstone,

Iron

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Iron Ore, or other Mineral found in adjoining Property other than that of the said *Stapylton Stapylton*, through the Shafts, Pits, Drafts, and Staples made under the Provisions of such Articles of Agreement, paying the said *Stapylton Stapylton*, or those claiming under him, a Penny on each Ton of the Ironstone or other Minerals so brought from such other Property, and also paying to the said *Stapylton Stapylton*, or those claiming under him, a Penny *per* Ton Weight of all Goods, Merchandise, and other Articles carried on the Tramroad so made by the said Lessees, except for the Goods and Materials necessary for the working of the said Mines or any other Mines belonging to such Lessees brought by Outstroke or by Wayleave on the Lands demised under such Articles of Agreement; and the said Master also found, that it is by such Articles of Agreement stipulated, that the Lease made in pursuance thereof should contain a Covenant on the Part of the Lessees to pay the Rents and Royalties thereby reserved, and all Rates and Taxes (except Income Tax), and to leave the Premises in good and proper Repair, and to work the Mines in a fair and proper and workmanlike Manner, and to weigh the Ore in manner therein mentioned before it should be removed from the Premises thereby demised, and not to permit or make voluntary Waste, and also to pay to the said *Stapylton Stapylton* and those claiming under him, and to his Tenants, and the Tenants and Occupiers of the Estate, a fair and reasonable Recompence for all Injury and Damage done thereto, and to pay at the Determination of the Term the Value in Fee Simple for such Parts thereof as cannot be restored, and that such Lessees will at all reasonable Times carry along the said Tramroad for the Tenants of the said *Stapylton Stapylton*, charging such Tenants only the actual Expense incurred by the Lessees, all Coals, Lime, Manure, and other Agricultural Produce to and from the Estate of the said *Stapylton Stapylton* from and to the said *Redcar and Middlesborough* Railway, and that in any Lease made in pursuance of such Articles of Agreement there shall be inserted all Covenants, Clauses, Conditions, Powers, Provisoos, and Agreements usually inserted in Leases of that kind, and it is thereby agreed that the Ton Weight therein mentioned shall be calculated as containing Twenty Hundredweight of One hundred and twelve Pounds each, and it is thereby provided that Covenants shall be inserted making such Lease void on the Nonperformance of the Covenants by such Lessees, and that there shall be inserted in any such Lease a Covenant for referring all Questions and Disputes between the Lessors and Lessees to the Decision of Two Arbitrators, One appointed by each Party or their Umpire, and also a Power for the Lessees at the Expiration of any successive Period of Seven Years to resign the said Lease, on giving the said *Stapylton Stapylton*, or those claiming under him, Twelve Months Notice of their Intention so to resign such Lease, and that in case of such Notice being given the Lands and Premises

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demised thereby, and the Right of Entry and Possession thereof, and of all Messuages, Buildings, and other Erections affixed to the Freehold of the Premises, should thereupon revert to the said *Stapylton Stapylton*, his Heirs and Assigns, as in his and their former Estate, and it is by such Articles of Agreement further provided that they the said *Henry William Ferdinand Bolckow* and *John Vaughan* will pay and discharge all the Costs and Expenses incident to such Articles of Agreement and the Counterpart thereof, and also all Costs, Charges, and Expenses of the Application to the Lord High Chancellor, and of petitioning for and obtaining an Act of Parliament, should the same be necessary, for granting a Lease for Ninety-nine Years, and of the Preparation and Execution of the Lease and Counterpart thereof in pursuance of such Articles; and the said Master certified that for the Reasons in his said Report mentioned he was of opinion that it would be fit and proper, and for the Benefit of the said *Stapylton Stapylton* and his Estate, that a Lease should be granted to the said *Henry William Ferdinand Bolckow* and *John Vaughan* for the Term of Ninety-nine Years of that Part of the Estate of the said *Stapylton Stapylton* at *Eston* set out in the said Articles of Agreement with them, for the Purpose of the same being worked for Ironstone and Iron Ore, and that such Lease should be granted to them upon the Terms and Conditions in the said Articles of Agreement mentioned; and the said Master was of opinion that, having regard to the Lease so proposed to be granted, it would be fit and proper that Application should be made to Parliament by the said *Thomas Vardon*, as Committee of the Estate of the said *Stapylton Stapylton*, for an Act of Parliament which would enable or authorize the granting of such Lease, and that such Act of Parliament should authorize the granting of Leases of any Part of the said Estate of the said *Stapylton Stapylton* at *Eston* for Terms not exceeding Ninety-nine Years, for the Purpose of working Iron, Ironstone, Iron Ore, and other Mineral Produce, and that such Act of Parliament should contain, amongst other Clauses, a Clause or Clauses providing that the Rent or Income arising from every such Lease, save and except the Rent reserved for the Surface, and which should in each Case be so reserved as distinct from Rent or Royalty for the Minerals, should be treated and dealt with as Real Estate, and applied in discharging the Mortgages and Incumbrances affecting the Inheritance (which are set out in the First Schedule to the said Master's Report and in the Second Schedule to this Act), or otherwise accumulated, and the Dividends and Interest of such Rent or Income only applied for the Benefit of the said *Stapylton Stapylton* during his Lifetime, with such other Clauses and Provisions as Counsel should advise, or as should be deemed necessary or proper: And whereas by an Order of the Lord High Chancellor made in the Matter of the said Lunacy, and bearing Date the Twenty-first Day of *June* One thousand eight hundred and fifty-one, it was ordered that the

said

Order confirming Master's Report,
21st June
1851.

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said Report should be confirmed, excepting so much thereof as approves of the Act of Parliament therein-after mentioned, containing Clauses providing that the Rent or Income arising from every Lease to be thereby authorized, other than the Rent reserved for the Surface, shall be treated and dealt with as Real Estate, and applied in discharging the Mortgages or Incumbrances affecting the Inheritance of the said Lunatic's Estates, or otherwise accumulated, and the Dividends and Interest of such Rent or Income only applied for the said *Stapylton Stapylton's* Benefit during his Lifetime; and it was further ordered that the said *Thomas Vardon*, as the Committee of the Estate of the said *Stapylton Stapylton*, should be at liberty to apply to Parliament for Leave to bring in a Bill, and to take all necessary Steps for obtaining such Bill to be passed into a Law, to empower him or the Committee or Committees for the Time being of the Estate of the said *Stapylton Stapylton*, by and under the Direction of the Lord Chancellor or the Lord Keeper or Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, to be given by any Order or Orders to be made in the Matter of the Lunacy of the said *Stapylton Stapylton*, upon the Petition of the said Petitioner or other the Committee or Committees for the Time being of the Estate of the said *Stapylton Stapylton*, under the present or any future Commission of Lunacy against him, to grant a Lease or Leases of all or any Part of the Lands or Grounds set out in the Third Schedule to the said Report to the said *Henry William Ferdinand Bolckow* and *John Vaughan*, their Executors, Administrators, and Assigns, or any other Person or Persons, for any Term of Years not exceeding Ninety-nine Years, and also to empower him the said *Thomas Vardon*, as such Committee as aforesaid, or other the Committee or Committees of the said Estate for the Time being, to demise and lease any other Part or Parts of the Lands or Grounds set out in the Second Schedule to the said Master's Report (and which are the same as are set out in the First Schedule to this Act) to any Person or Persons for any Term or Terms of Years not exceeding Ninety-nine Years, for the Purpose of enabling the said Lessees to get from the said Lands and Grounds any Iron, Ironstone, Iron Ore, or other Mineral Produce which may be discovered in the said Lands and Grounds, with all proper and necessary Powers and Provisions for that Purpose, and for the Application, as may be directed by the Order or Orders of the Lord Chancellor, Lord Keeper, Lords Commissioners for the Custody of the Great Seal, or other the Person or Persons intrusted as aforesaid, of the Rents or Royalties to be respectively reserved and made payable by the Lease or Leases to be so granted:

And

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And whereas no valid or effectual Lease or Leases can during the Lunacy of the said *Stapylton Stapylton* be made of any Part of the said Estates for the Purposes aforesaid without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Thomas Vardon*, on behalf of the said *Stapylton Stapylton* a Lunatic, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Power to grant a Lease for 99 Years to Henry William Ferdinand Bolckow and John Vaughan, pursuant to Agreement with them.

I. That it shall be lawful for the said *Thomas Vardon*, as the Committee of the Estate of the said *Stapylton Stapylton*, or the Committee or Committees for the Time being of the said Estate of the said *Stapylton Stapylton*, under the Direction of the Lord Chancellor, Lord Keeper or Lords Commissioners for the Custody of the Great Seal, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic or of unsound Mind, by an Indenture, to be sealed and delivered by him or them respectively, to demise or lease, in pursuance of the said recited Articles of Agreement, that Part of the Estate of the said *Stapylton Stapylton* situate at *Eston*, set out and described in the said Articles of Agreement and in the Third Schedule to this Act, or either of them, but subject to the Interests therein of the existing Tenants, if any, at the Time of such Demise, for the Purpose of the same being worked for Iron; Ironstone, and Iron Ore, to the said *Henry William Ferdinand Bolckow* and *John Vaughan*, their Executors, Administrators, and Assigns, with Power to the said *Henry William Ferdinand Bolckow* and *John Vaughan*, their Executors, Administrators, and Assigns, to dig and get out of the said Lands Brick Earth, Loam, Clay, Sand, and other Soil that may be fit and proper for making Bricks or Tiles or other Articles for which Brick Earth is used, and to use the same for the Purposes of constructing upon the said Lands any Erections, Works, Railways, Engines, Machinery, or other Conveniences for the Purpose of carrying on their Works, and also for the Use of the said *Stapylton Stapylton*, his Heirs and Assigns, and his or their Tenants or Tenant of his Estate in *Eston*, for the Term of Ninety-nine Years, at, under, and subject to the Rents, Reservations, Covenants, Agreements, Conditions, Provisoos, and Stipulations by the said Articles of Agreement respectively agreed to be reserved and contained in any Lease to be granted in pursuance thereof, and so as to carry the same Articles of Agreement into effect, provided that such Lease shall be submitted to and approved by the Masters in Lunacy, jointly or severally.

II. That

Stapylton's Estate.

II. That it shall be lawful for the said *Thomas Vardon*, as the Committee of the Estate of the said *Stapylton Stapylton*, or other the Committee or Committees of the said Estate for the Time being, by the Order and Direction of the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, by Indenture, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease all and every or any Part or Parts of the Lands or Grounds comprised in the First Schedule to this Act, but subject to the Interests therein of the existing Tenants, if any, at the Time of such Demise, for the Purpose of working and getting the Iron, Ironstone, Iron Ore, or other Minerals which may be found or discovered there, and also any Part of the said Lands or Grounds situate at *Eston*, or any Part of the Estates settled by the said Indenture of Release or Settlement of the Nineteenth of *May* One thousand seven hundred and eighty-nine, and the said Will of the said Sir *Martin Stapylton*, situate at *Eston*, or any Lands or Grounds situate at *Eston*, afterwards belonging to the said *Stapylton Stapylton* which it may be thought expedient to lease with such first-mentioned Lands, for the better or more effectually working the Iron, Ironstone, Iron Ore, or other Minerals in the same, unto any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to sink, dig, search, bore, and try for, and win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of, all such Minerals as shall be found within, under, or upon the Lands or Grounds thereby to be demised, or in working or mining the same, and also all such Iron and other Ore, Minerals, and Materials as may be raised or brought or imported from any other Lands, and to dig and raise out of the Lands and Hereditaments comprised in such Lease or Leases respectively Brick Earth, Loam, Clay, Sand, and other Soil that may be fit and proper for making Bricks or Tiles or any other Article for the Manufacture of which Brick Earth is used, and also to dress, work up, manufacture, and burn the same into Bricks or Tiles or other Articles for the Manufacture of which Brick Earth is used upon the Lands and Hereditaments comprised in such Lease or Leases respectively, or some suitable Part or Parts thereof, and to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Airways, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, and set up and work such Furnaces,

Power to the Committee for the Time being of the Estate of Stapylton Stapylton, with the Consent of the Lord Chancellor, to grant Mining Leases or Estate at *Eston*.

[*Private.*]

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Brick-

Stapylton's Estate.

Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins, and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals or any of them, within, under, out of, and from the said Lands or Grounds, and for making, burning, and manufacturing Coke, Bricks, Tiles, and other Articles for the Manufacture of which Brick Earth is used, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working the said Machinery and other Works, and for avoiding and carrying away foul Air and Stench from and out of the said Mines and Works respectively; and also full and free Liberty and Power of Outstroke and Instroke in, to, or from any adjoining Mines, Pits, Shafts, or Workings; and also full and free Liberty, Licence, Room and Pitroom, for depositing, laying, placing, and manufacturing all or any of the Minerals, Slacks, Slag, and Refuse that shall from Time to Time proceed from, or be brought, dug, or gotten out of the said Lands or Grounds, or from or out of any Furnaces, Brick-kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid, or that may be raised or brought or imported from any other Lands; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy and enjoy, in any convenient Places on any Parts of the Hereditaments and Premises comprised in any such Lease, all such Houses, Cottages, Hovels, Lodges, Storerooms, and Heaprooms, Coke Hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Brick-kilns, and other Works, with such Yards, Gardens, Curtilages, Storeyards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable, for more conveniently working the said Iron, Ironstone, Iron Ore, and other Minerals in, under, or upon the said Lands or Grounds, or for the Accommodation of Horses and other Cattle employed in or about the said Lands or Grounds, or for storing, standing, laying, or placing Utensils or Implements, Minerals or Produce, to be respectively employed or used or gotten in or about the same, and to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar, and other Materials, or any other Produce which may be found in or on the said Lands or Grounds fit for the Purpose, or which may be raised or brought or imported from any other Lands, for erecting, building, making, and repairing such Hovels, Houses, Sheds, Furnaces, Engines, or other Buildings, Walls and Fences as aforesaid, or any of them, or any Ways or Roads in or upon the demised Lands or Grounds; and also full Licence, Power, and Authority to have, use, and take (saving and

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and without Injury or Prejudice to the Rights of other Parties) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Lands and Grounds, and (without Prejudice as aforesaid) to turn and convey such Water for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the beneficial working of the said Iron, Ironstone, Iron Ore, and other Minerals in, under, or upon the said Lands and Grounds, and also to make, have, use, and enjoy such Wayleaves, Roads, Storeyards, and other like Easements and Privileges in, upon, out of, or over or under all or any Part of the said Lands or Grounds as will render the Occupation and working of the said Iron, Ironstone, Iron Ore, and other Minerals, and the Deposit, Manufacture, Sale, and Carriage of the said Iron, Minerals, and other Produce, whether from the said Lands and Grounds or any other Lands, advantageous and convenient, or as may reasonably be required by the Person to whom any such Lease may be proposed to be granted; and together with full Power and Authority to make, construct, and set up such Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways or Watercourses in, over, or upon or under any Part of the said Lands and Grounds as shall or may be necessary or convenient for facilitating the transporting and carrying such Iron, Ironstone, Iron Ore, or other Minerals as aforesaid from the said Lands and Grounds, or from any Furnace, Brick-kiln, Tile-kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Lands and Grounds, or any Works to be constructed thereon, for the Purposes aforesaid or any of them, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating any Furnace, Railways, Tramroads, or Watercourses from the Lands or Grounds adjoining thereto; and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Iron, Ironstone, Iron Ore, and other Minerals which may be found and obtained in the Lands or Grounds to be leased as aforesaid, or raised or brought or imported from any other Lands, or any Bricks, Tiles, or other Articles manufactured of Brick Earth which shall be made as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which any such Lands or Grounds shall lie, or shall or may be agreed upon with or required by any such Lessee; so that upon every such Demise or Lease there be reserved and made payable, yearly or oftener during the Continuance of the said Demise or Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the
best

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best or most improved yearly or other Rent, either in Money or in Tolls, Duties, Royalties, or Reservations, or partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant, be reasonably had or obtained for or in respect of the same Iron, Ironstone, Iron Ore, and other Minerals, Brick Earth, Loam, Clay, Sand, and other Soil, Powers and Privileges respectively, either alone or together with any Lands to be comprised in such Lease as aforesaid, as the Case may be, without taking for and in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Iron, Ironstone, Iron Ore, and other Minerals obtained, save and except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased; and so that in every such Lease there be contained on the Part of the Lessees a Covenant for the due and punctual Payment of the Rent or Royalty to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the same Premises; and so that in every such Lease there be contained a Proviso or Condition, or a Clause in the Nature of a Proviso or Condition, of Re-entry, and of making void and determining the same, in case the Rents or Royalties by such Leases to be reserved shall be behind and unpaid by any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for Payment or Delivery thereof, such Rent or Royalty having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited for Payment thereof, and such other Clauses or Powers of Re-entry, or for Determination of any such Lease and Covenants on the Part of the Lessee for properly and continuously working the Beds of Iron, Ironstone, Iron Ore, and other Minerals in the said Lands or Grounds, and the Brick Earth, Clay, Loam, Sand, and other Soil as aforesaid, whenever the same shall be worked, and such other Covenants on the Part of the Lessee for working and managing the Lands and Grounds comprised in such Lease for the Purposes aforesaid as may be mutually agreed upon between the said *Thomas Vardon*, or other the Committee or Committees of the said Estate, and the Lessee respectively; and so that the Demise or Lease of all Lands or Grounds to be demised or leased with any Lands or Grounds leased for the Purpose of working the Iron, Ironstone, Iron Ore, or other Minerals, or the Brick Earth, Clay, Loam, Sand, or other such Soil as aforesaid therein, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses

as

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as aforesaid, shall cease with the Demise or Lease of the Lands or Grounds leased for the Purpose of working the Iron, Ironstone, Iron Ore, or other Minerals, Brick Earth, Clay, Loam, Sand, or other such Soil as aforesaid; and so that the Lessee to whom any such Lease shall be made as aforesaid shall duly execute a Counterpart or Duplicate of such Lease; and so that in every such Demise or Lease there shall be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that it shall and may be lawful for the Person for the Time being entitled to the Rents reserved by such Lease, if such Person shall in his Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease (he having given Six Calendar Months previous Notice in Writing of his Intention so to do), to purchase all and singular or any of the Trampates, Engines, Tools, Implements, and Utensils used or employed by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises demised by such Lease, at a Valuation to be made by Three indifferent Persons or any Two of them, to be chosen within such Period as by such Lease shall be fixed, One of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators, or Assigns, and a Third by the Two Persons first chosen before they shall enter upon the Valuation, with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease; and that every or any such Lease may be made determinable by either Party, or by the Lessees only, at such Period or Periods and upon such Conditions as shall be specified in the said Lease, and shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the said *Thomas Vardon*, or other the Committee or Committees of the Estate of the said *Stapylton Stapylton*, and the Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisions, Conditions, and Agreements herein-before directed to be inserted therein.

III. That it shall be lawful for the said *Thomas Vardon*, as such Committee of the Estates of the said *Stapylton Stapylton*, or other the Committee or Committees for the Time being of the said Estate, by the Order and Direction of the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted with the Care and Commitment

Power to accept Surrenders of Leases and grant new Leases.

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of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, from Time to Time to accept an actual or virtual Surrender of any Lease to be granted under the Authority of this Act, and whether the same shall have been or become voidable or not, and to grant any new Lease or Leases in lieu of any Lease which shall be so surrendered of all or any Part of the Premises therein comprised for any Term or Terms of Years not exceeding Ninety-nine Years; provided that every Lease to be made in lieu of such voidable or surrendered Lease shall be under and subject to the same or the like Covenants, Clauses, Provisions, and Conditions, with reference to the Premises to be comprised therein, as shall be contained in the Lease which shall have become voidable either wholly or partially, or have been so surrendered as aforesaid, or such and so many of the same Covenants, Clauses, Provisions, and Conditions as the Circumstances of the Case shall permit or require; and provided that no Fine or Premium, except an additional yearly Rent or Rents, to be agreed upon in respect thereof, shall be accepted and taken for making or giving any such new Lease or Leases, and so as the Lessee or Lessees do consent to accept such Confirmations or new Leases, and do execute a Counterpart of such Confirmations or new Leases.

The Rent or Royalty for Minerals, Brick Earth, &c., to be reserved separately.

IV. That in any Lease to be granted under the Authority of this Act the Rent to be paid for the Surface of any Land to be demised by such Lease, and the Rent, Tolls, or Duties to be paid in respect of any Mineral or other Produce or Goods carried along any Wayleave, Tramroad, or Railway which may be constructed upon and over the said entailed Estates or any Part thereof, shall be reserved separately and distinctly from the Rent, Tolls, Duties, or Royalties reserved by such Lease in respect of Iron, Ironstone, Iron Ore, Brick Earth, Clay, or other Mineral Produce to be gotten in, upon, or out of the Lands or Grounds demised by such Lease.

Monies received for Rents and Royalties reserved for Minerals, Brick Earth, &c., to be paid into the Bank of England.

V. That the said *Thomas Vardon*, or other the Committee or Committees for the Time being of the said Estate of the said *Stapylton Stapylton*, shall from Time to Time pay the Rent, Tolls, Duties, Royalties, and Reservations to be received by him or them as aforesaid under any Lease granted under the Authority of this Act in respect of any Iron, Ironstone, Iron Ore, Brick Earth, Clay, or other Mineral Produce to be gotten in, upon, or out of the Lands or Grounds comprised in such Lease, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, Two equal Third Parts of such Rents, Tolls, Duties, Royalties, and Reservations to be there placed to an Account in the Matter of the said Lunacy, and the remaining One Third Part of such Rents, Tolls, Duties, Royalties, and Reservations to be there placed to an Account

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Account to be entitled "*Ex parte* the Persons entitled to the entailed Estates under the Will of the Reverend Sir *Martin Stapylton* Baronet," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Receipt of One of the Cashiers of the Bank of *England*, together with the Certificate of the said Accountant General, to be thereto annexed, and filed in the Office of the Secretary of Lunatics, of the Payment into the Bank of *England* of such Monies, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges for so much of the said Monies for which such Receipt or Receipts and Certificate or Certificates shall be given.

VI. That the Monies herein-before directed to be paid into the Bank of *England* for or in respect of such Rent, Tolls, Duties, Royalties, and Reservations as aforesaid shall be from Time to Time laid out by the said Accountant General in the Purchase of Bank Three *per Centum* Consolidated or Reduced Annuities or Government Securities, in the Name of the said Accountant General, to be placed to the like Accounts respectively; and as to the Monies directed to be placed to an Account in the Matter of the said Lunacy, it shall be lawful for the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, by some Order or Orders to be obtained on Motion or Petition in a summary Way by the Committee or Committees for the Time being of the Estate of the said *Stapylton Stapylton*, or by or on behalf of the Person or Persons for the Time being respectively entitled to the Rents and Profits of the said settled Estates, to direct the same to be sold by the Accountant General for the Purpose of being applied for the Benefit of the said *Stapylton Stapylton* and his Family, or otherwise, as the Lord Chancellor, Lord Keeper, Lords Commissioners, or other the Person or Persons for the Time being intrusted as aforesaid, shall, by any such Order or Orders, to be obtained as aforesaid, direct and appoint, or for the Purpose of paying off the Interest or Principal due on any Mortgage, Charge, or Incumbrance affecting the said entailed Estates or any Part thereof, or in Payment of the Consideration Money, Costs, Charges, or Expenses attending the Enfranchisement, Partition, Exchange, or permanent Improvement of any of the said entailed Estates, or in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements, and Hereditaments, to be situate in

England,

Application
of the Monies
to be paid
into the Bank
of England.

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England, to be conveyed and settled to and upon the same Uses, and upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers and Provisions to, upon, for, with, under, and subject to which the said entailed Estates shall, under and by virtue of the said Indenture of Release and Settlement of the Nineteenth Day of *May* One thousand seven hundred and eighty-nine, and the said Will of the said Sir *Martin Stapylton* respectively, stand limited and settled, or be subject or liable to at the Time of such Purchase, or until the said Lord High Chancellor, Lord Keeper, Lords Commissioners, or other Person or Persons for the Time being intrusted as aforesaid shall direct the said Stocks, Funds, and Securities to be transferred or to be sold, and the Produce thereof paid to any Person or Persons who shall become absolutely entitled in Fee Simple to the said entailed Estates: Provided always, that until the said Monies so directed to be paid into the Bank of *England* as aforesaid to an Account in the Matter of the said Lunacy shall be disposed of and applied under any Order or Orders to be obtained as aforesaid, the same shall be considered as Part of the Personal Estate of the said *Stapylton Stapylton*, and as to the Monies herein-before directed to be placed to the Account "*Ex parte* the Persons entitled to the entailed Estates under the Will of the Reverend Sir *Martin Stapylton* Baronet," the same shall from Time to Time be applied as the Lord Chancellor, Lord Keeper, Lords Commissioners, or other the Person or Persons for the Time being intrusted as aforesaid shall, by any such Order or Orders to be obtained as aforesaid, direct and appoint in and towards paying off the Principal Monies due on any Mortgage, Charge, or Incumbrance affecting the said entailed Estates or any Part thereof, provided that in case all the Mortgages, Charges, and Incumbrances affecting the said entailed Estates shall at any Time be paid off, the said last-mentioned Monies, and all Stocks and Securities in or upon which the same may be invested, shall be transferred to an Account in the Matter of the said Lunacy, and the same and all the Monies to be thenceforth received in respect of such Rents, Tolls, Duties, Royalties, and Reservations as aforesaid, shall be dealt with and applied in the Manner herein-before directed with respect to the Two Third Parts of such Rents, Tolls, Duties, Royalties, and Reservations as aforesaid herein-before directed to be placed to an Account in the Matter of the said Lunacy: Provided also, that it shall be lawful for the Lord Chancellor, Lord Keeper, Lords Commissioners, or other the Person or Persons intrusted as aforesaid, from Time to Time to order and direct that the whole or any Part of the Interest, Dividends, and annual Proceeds of the Monies herein-before directed to be paid into the Bank of *England*, and of the Stocks, Funds, and Securities in or upon which the same shall be invested as aforesaid, shall be applied for the Maintenance or Benefit of the said *Stapylton Stapylton* or his Family,
or

Stapylton's Estate.

or shall be placed to a separate Account in the Name of the Accountant General of the High Court of Chancery, and invested and accumulated and be considered as Part of the Personal Estate of the said *Stapylton Stapylton*.

VII. That if the said *Stapylton Stapylton* shall recover the Use of his Reason, and the Commission of Lunacy against him shall be superseded, or if the said *Stapylton Stapylton* shall die, then the Rents, Tolls, Duties, Royalties, and Reservations to be reserved and become payable under any Demise or Lease to be made under the Authority of this Act shall become payable to and recoverable by and in the Name or Names of the said *Stapylton Stapylton*, or the Person or Persons who after the Death of the said *Stapylton Stapylton* shall become entitled to the said entailed Estates as incident to the immediate Reversion and Inheritance of the same Premises.

The Rents, &c. of the Mines and Minerals, to become payable to *Stapylton Stapylton Esq.*, if restored, or to the Person entitled to the settled Estates.

VIII. That it shall be lawful for the Lord High Chancellor of *Great Britain*, or the Lord Keeper or the Lords Commissioners for the Custody of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, upon Petition, to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Lord Chancellor, Lord Keeper, Lords Commissioners, or other the Person or Persons intrusted as aforesaid shall think just and expedient, for allowing, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act or preparatory thereto, and all the Costs, Charges, and Expenses which shall be from Time to Time incurred in exercising the Powers granted by this Act, and in carrying the Trusts and Purposes thereof into execution, or in anywise incident thereto, and also from Time to Time to make such Orders as the said Lord Chancellor, Lord Keeper, Lords Commissioners, or other the Person or Persons intrusted as aforesaid shall think just and expedient, for the Payment of all such Costs, Charges, and Expenses as aforesaid, out of the Monies so to be paid into the Bank of *England*, or out of the Monies to arise from the Sale of the Stocks, Funds, and Securities in which the Monies to be paid into the Bank shall be invested, or out of the Rents and Profits of the said entailed Estates.

Lord Chancellor to make Orders for the Payment of the Costs and Expenses of passing the Act, and of all Proceedings under it.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person or Persons, Bodies Politic and Corporate, his, her, or their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Stapylton Stapylton* and his Heirs, and all and every other Persons or Person to whom any Estate, Right, Title, or Interest hath

General Saving.

[Private.]

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been

Stapylton's Estate.

been granted, limited, or devised, or shall have descended or devolved, or shall descend or devolve, by the said Indenture of Settlement of the Nineteenth Day of *May* One thousand seven hundred and eighty-nine, and the said recited Will of the said Sir *Martin Stapylton* and also *James William Freshfield* Esquire, and all other Persons mentioned in the Second Schedule to this Act annexed, their Heirs, Executors, and Administrators,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever in, to, or out of the Lands, Tenements, and Hereditaments mentioned or described in the First Schedule to this Act annexed, as they or every or any of them had before the passing of this Act, or could or would have held or enjoyed or been entitled to if this Act had not been passed.

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

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

Stapylton's Estate.

The FIRST SCHEDULE to which this Act refers.

Premises.	Present Tenants.	Yearly Rent.
ESTON.		
Cottage, Garden, and Orchard	- Bean, Elizabeth	£ 14 10 0
Public House and Land	- Bean, James	100 0 0
Cottage	- { Baxter, Clara, afterwards Shakeshaft, James	2 0 0
Ground	- Charlton, Mary	0 5 0
Farm and Homestead	- Coatesworth, Miles	260 0 0
Cottage	- Dale, William	4 0 0
Cottage	- Graham, Ann	2 10 0
Farm and Homestead	- Garbutt, John	594 0 0
Garden	- Jackson, Ralph	6 0 0
House and Land	- Lackenby, Thomas	3 0 0
Cottage and Garden	- Marley, William	3 15 0
Land and Homestead	- Maugham, Thomas	215 0 0
Cottage and Land	- Marshall, Ralph	22 0 0
Land	- Neesham, Thomas	70 0 0
House and Land	- Neesham, Thomas, junior	36 0 0
Cottage and Garden	- Scott, John	2 0 0
Stone Quarry	- Sutton, William	7 0 0
Cottage and Garden	- Scott, Mary	3 0 0
Cottage and Garden	- Whitehead, John	1 7 6
Cottage	- Willis, John	1 10 0
Shooting	- Weatherill, William	15 0 0
Pasture or Waste Land, containing several Hundred Acres, producing no Rent.		
		£ 1,362 17 6

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The SECOND SCHEDULE to which this Act refers.

Amount of Charges or Incumbrances.	To whom due.	How created.
£ 8,000 0 0	In favour of Ann Stapylton.	Charged by the Settlement of 8th and 9th May 1738 on the Estates at Myton and Eston.
2,000 0 0	In favour of the same Ann Stapylton.	Charged on the same Estates by the Will of Sir Miles Stapylton (in pursuance of the above Settlement), dated 2d May 1752.
2,000 0 0	{ £350 to Francis Samuel Stapylton. £750 to Harry Stapylton. £750 to Martin Stapylton. £158 to Ann, Daughter of Martin Stapylton.	Charged on the same Estates by Indentures of 5th and 6th June 1753.
386 19 4	Costs in Stapylton v. Hickman, 1753.	
3,000 0 0	Redemption of Land Tax.	Charged on the same Estates, by Indenture dated 15th August 1800.
15,386 19 4		
1 19 4	Paid off in May 1824.	
15,385 0 0	Balance now due to Jas. Wm. Freshfield, Esq., M.P.	By virtue of divers Assignments.

Stapylton's Estate.

Amount of Charges or Incumbrances.			To whom due.	How created.
£	s.	d.		
22,500	0	0	John Robert Mills, Esq., as Representative of William Mills, Esq.	Charged upon the Estates at Byland, Wass, Marishes, Great Ouseburn, High Dunsforth, Low Dunsforth, and Marton, by Indenture dated 16th July 1824, between Martin Stapylton, Esq., and Stapylton Stapylton, Esq., of the First Part, Sir Scrope Bernard Morland, Bart., and Jonathan Gray, Gentleman, of the Second Part, and William Mills, Gentleman, of the Third Part.
3,000	0	0	The said John Robert Mills, Esq., as Representative of William Mills, Esq.	Charged upon the same Estates by Indenture dated 1st September 1826, between the said Martin Stapylton and Stapylton Stapylton of the One Part, and the said William Mills of the other Part.
7,236	14	3	William Gray, Esq., Representative of William Gray, Esq., deceased.	Charged upon the same Estates by Indenture dated 26th May 1834, between William Hale, Esq., George Champney, Esq., and Samuel Tuke, Merchant, of the First Part, the said Martin Stapylton and Stapylton Stapylton of the Second Part, and William Gray, Esq., of the Third Part.
2,000	0	0	Thomas Vardon and Thomas Erskine May, Esqrs., by Assignment from younger Children of Martin Stapylton, Esq.	Charged upon all the Estates by Martin Stapylton, Esq., as Portions for his younger Children, by virtue of a Power contained in the Will of the Rev. Sir Martin Stapylton, Bart., dated 3d October 1800.
3,000	0	0	Rev. William Richardson, Clerk.	Charged on the Fee Simple Estate at Byland and Wass, by Indenture dated 12th December 1827, between Stapylton Stapylton, Esq., of the One Part, and the Rev. William Richardson, Clerk, and William Gray, Esq., of the other Part.
1,687	14	2	William Gray, Esq., Representative of Jonathan Gray, Esq.	Charged on a Base Fee created in part of the Estate at Eston by Indenture dated 7th November 1837, between Stapylton Stapylton, Esq., of the One Part, and Jonathan Gray, Esq., of the other Part.
600	0	0	Mr. Richard Jackson.	Charged on the same Estate by Indenture dated 8th November 1837, between the said Stapylton Stapylton, Esq., of the One Part, and the said Jonathan Gray of the other Part.
300	0	0	Executors of Mr. John Wolstenholm, deceased.	Charged on the same Estate by the same Indenture.
300	0	0	Thomas Vardon, Esq., Assignee of George Britton and William Tuke.	Charged on the same Estate by Indenture dated 7th November 1837, between the said Stapylton Stapylton of the One Part, and George Britton, Dramshop Keeper, and William Tuke, Servant, of the other Part.
4 000	0	0	Henry Stapylton, Esq., and the Rev. James Watson Stote Donnison, Clerk.	Charged on all the Estates by Bond and Judgment recovered against the said Stapylton Stapylton.
60,009	8	5		

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Stapylton's Estate.

The THIRD SCHEDULE to which this Act refers.

Number of Field on Plan.	Tenants Names.	Premises.	Quantity of Land proposed to be leased to Messrs. Bolckow and Vaughan.			Estimated present annual Value or Rental.
			A.	R.	P.	
136	James Bean	The whole Field	2	3	29 $\frac{1}{4}$	£ 2 12 9
137	Ditto	Ditto	4	0	2 $\frac{1}{4}$	3 12 0
138	Ditto	Ditto	9	0	1	8 2 0
18	William Graham	Ditto	7	2	27 $\frac{1}{2}$	6 18 0
19	Ditto	Ditto	9	1	22 $\frac{1}{2}$	8 8 11
124	Thomas Neesham junior	Ditto	3	0	11	6 2 9
123	Ditto	Ditto	2	1	18 $\frac{1}{4}$	4 14 6
123 ^a	Ditto	Ditto	2	1	0 $\frac{1}{2}$	2 10 0
125	Ditto	Ditto	2	1	24	4 16 0
117	Ralph Marshall	Ditto	2	0	13 $\frac{3}{4}$	6 4 10
117 ^a	Ditto	Ditto	3	0	39	9 14 6
48	William Graham	Ditto	1	2	24 $\frac{1}{4}$	1 9 8
48 ^a	Ditto	Ditto	1	1	30	1 5 10
48 ^b	Ditto	Ditto	1	2	6	1 7 8
126	Thomas Neesham junior	Ditto	3	3	6 $\frac{1}{2}$	7 10 0
126 ^a	Ditto	Ditto	2	0	29	4 7 3
64	Thomas Neesham senior	Ditto	2	0	1	0 19 0
66	Ditto	Ditto	6	1	19 $\frac{3}{4}$	3 0 6
67	Ditto	Ditto	8	0	5	7 4 6
122	Ditto	Ditto	2	2	38 $\frac{1}{2}$	2 9 0
143	Ditto	Ditto	3	1	33 $\frac{1}{2}$	4 18 0
23	Ditto	Ditto	3	1	17 $\frac{1}{2}$	2 19 0
24	Ditto	Ditto	4	3	18	4 5 10
145 } and } 147 }	Ditto	Ditto	3	0	11 $\frac{1}{4}$	2 15 0
144 } and } 146 }	Ditto	Ditto	5	1	36	4 15 3
145 ^a	Ditto	Ditto	0	1	30 $\frac{1}{2}$	0 5 2
148	Ditto	Ditto	3	0	8 $\frac{1}{2}$	2 14 2
68	Ditto	Ditto	39	2	26 $\frac{3}{4}$	18 16 10
22	Ditto	Ditto	47	1	6 $\frac{1}{2}$	22 9 3
20 } and } 21 }	William Graham	Ditto	9	2	20 $\frac{3}{4}$	4 11 6
135	James Bean	Ditto	4	2	6	4 1 8
134	Ditto	Ditto	5	1	22 $\frac{1}{4}$	4 15 0

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Stapylton's Estate.

Number of Field on Plan.	Tenants Names.	Premises.	Quantity of Land proposed to be leased to Messrs. Bolckow and Vaughan.			Estimated present annual Value or Rental.		
			A.	R.	P.	£	s.	d.
66 ^a and 67 ^a	Thomas Neesham senior -	Ditto - - -	10	2	25	5	1	2
42 ^a	Thomas Maugham -	Ditto - - -	7	1	18½	1	0	0
42 ^b	Thomas Maugham -	Ditto - - -	1	2	27½	2	10	0
42 ^c	Thomas Maugham -	Ditto - - -	8	2	31¼	13	0	9
113	John Garbutt - -	Ditto - - -	9	2	28¾	14	10	3
43	Thomas Maugham -	Ditto - - -	7	2	12½	11	7	3
306	John Garbutt - -	Part only of the Field -	0	2	10	0	11	3
105	John Garbutt - -	Part only of the Field -	0	2	14½	0	11	8
93	John Garbutt - -	Part only of the Field -	0	2	26½	0	13	3
92	John Garbutt - -	Part only of the Field -	0	2	17¼	0	12	1
84	John Garbutt - -	Part only of the Field -	0	2	24	0	13	0
73	John Garbutt - -	Part only of the Field -	1	2	7¾	1	10	10
75	John Garbutt - -	Part only of the Field -	0	0	8¾	0	1	0
74	John Garbutt - -	Part only of the Field -	0	2	5¾	0	10	7
71	John Garbutt - -	Part only of the Field -	2	3	23	2	17	10
11	William Graham -	Part only of the Field -	1	0	2	1	0	3
13	William Graham -	Part only of the Field -	1	1	3¼	1	5	4
122	William Graham -	Part only of the Field -	3	0	13¼	3	1	7

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